

**Doc Abode Limited**

**and**

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**Doc Abode**

**Hosted Services Agreement**

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**This Agreement** is effective from once fully executed.

## **PARTIES**

- (1) **Doc Abode Ltd, incorporated and registered in England and Wales with company number 10158487 and registered office at Suite 12 Jason House Kerry Hill, Horsforth, Leeds, West Yorkshire, England, LS18 4JR ("Supplier").**

**AND**

- 2) **Client Name a public benefit corporation with headquarters situated at ADDRESS ("Customer");**

## **BACKGROUND**

- (A) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet.
- (B) These applications and platforms enable verified and appropriately qualified healthcare professionals to view and accept engagements to provide health care services to patients for and on behalf of the Customer.
- (C) The Customer is an NHS Foundation Trust in whose role is to deliver Mental Health and Community Health services and wishes to use the Supplier's Services in accordance with the terms and conditions within this Agreement.

### **1. Interpretation**

- 1.1. The definitions and rules of interpretation in this clause apply in this Agreement.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.6 or clause 9.7

**Customer Data:** the data inputted by the Customer, Users or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's and/or Users' use of the Services including without limitation contact, payment and location details of actual and potential Users and patients.

**Documentation:** the document made available to the Customer by the Supplier online at such web address as is notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

<b>Effective Date:</b>	the date of this Agreement.
<b>External Direct API and associated costs</b>	Means any charge made by a 3 <sup>rd</sup> party provider to allow the Services to access and receive a response (for example but not limited to Google maps)
<b>Initial Period</b>	a period of twenty four (24) months from the date the Customer begins using the Services from the Effective Date
<b>Normal Business Hours:</b>	9.00 am to 5.00 pm local UK time, each Business Day.
<b>Services:</b>	the services as defined in Schedule 1 which may include multiple services provided by the Supplier to the Customer from time to time at the Customers request under this Agreement via the website notified to the Customer by the Supplier, as more particularly described in the Documentation, including the Support Services.
<b>Software:</b>	the Software used by the Supplier as part of the Services and updates, including Software provided under Support Services.
<b>Subscription Fees:</b>	the fees payable by the Customer to the Supplier for the provision of the Services set out in Schedule 2.
<b>Subscription Term:</b>	the subscription term set out in Schedule 1.
<b>Super-Users</b>	those employees, agents and independent contractors of the Customer who are authorised by the Customer to log faults, request updates or system changes and administer User and system access
<b>Support Services:</b>	the Supplier shall provide support to the Customer on terms set out in Schedule 1 via the Supplier's support email address <a href="mailto:support@docabode.com">support@docabode.com</a> or such other contact as may be notified to the Customer from time to time.
<b>Users:</b>	those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, such persons being restricted to: (i) persons performing an administrative function in respect of the Services on behalf of the Customer; or (ii) an appropriately qualified healthcare professional approved by the relevant authorities and verified by the Customer.

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.8. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.9. References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

## 2. **Services**

- 2.1. The Supplier shall, during the Subscription Term, provide the Services, the Support Services and make available the Documentation to the Customer on and subject to the terms of this Agreement. The Supplier, at the Customers request, may make available new services and documentation on commercial terms to be agreed. Such additional services and commercial terms may be added to the existing Schedule 1 herein (by way of a Variation Agreement signed by both parties).
- 2.2. All services are defined in Schedule 1

- 2.3. For avoidance of doubt the Customer agrees that it will only use the Services, and will not make these available to any third party, from the Effective Date to existing contracted patient populations as described in Schedule 1 for currently provided levels of use and service as disclosed at the Effective Date of this Agreement. In the event that the Customer wishes to expand use of the Services to new areas or organisations then the Customer will either:
- a) before the commencement of such additional service provision advise the Supplier of the enhanced use required and request a quotation for the cost of such additional use or;
  - b) refer the proposed new organisation or area to the Supplier for a quotation for such service provision which if accepted will be invoiced direct to the organisation or the Customer as may be agreed from time to time.
- 2.4. In relation to the Users and Super-Users, the Customer shall:
- 2.4.1. ensure that each User (other than persons performing administrative functions) is an appropriately qualified healthcare professional approved by the relevant authorities;
  - 2.4.2. ensure that robust Information Governance procedures are in place that require all Users to maintain a secure password for their use of the Services and Documentation and to inform each User that their password remains confidential at all times;
  - 2.4.3. maintain a written, up to date list of current Super-Users who have been granted access to the Services and Documentation by the Customer and provide such list to the Supplier within 5 Business Days of the Supplier's written request at any time; and
  - 2.4.4. promptly block access to the Services and Documentation for any individual who ceases to be or is otherwise identified as not being a User and/or Super-User.
- 2.5. The Supplier shall use commercially reasonable endeavours to make the Services available during the hours of operation, except for:
- 2.5.1. all planned maintenance will be communicated to the Customer no later than 2 weeks prior to the maintenance. Planned maintenance will be scheduled to minimise disruption to the Service and aligned to the Customer's business continuity plan for the Services; and
  - 2.5.2. unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer prior notice.
  - 2.5.3. Services shall be available 99.95% during Normal Business Hours and 99.93% outside of Normal Business Hours.
- 2.6. The Supplier may amend the Support Services in its sole and absolute discretion from time to time subject to the prior agreement of the Customer, such agreement not to be unreasonably withheld.

## **2.7 Service Levels, Rankings, and Priority**

Priority	Response Time
P0	60 minutes
P1	4 hours
P2	8 hours
P3	12 hours

**P0 - Services down:** Services system, application or critical feature / function is down

**P1 - Local Emergency** (single user, non-critical but still urgent functionality).

**P2 - Services impaired:** A major feature or function is not working correctly and is blocking partial use of the platform, while other functionality is working correctly.

**P3:** Minor issue: A minor issue is impacting usability of the system, but a workaround is available and major features / functions are working correctly.

### SLA Bug Resolutions

Priority	Bug Resolutions
P0	Up to 24 Hours
P1	Up to 3 Business Days
P2	Up to 2-3 Weeks
P3	Up to 6-8 Weeks

## 2.8 Responses and Responsibilities

Customer responsibilities:

- Customer should provide all necessary information and assistance related to Services performance that allows the Supplier to meet the performance standards as outlined in this document.
- Customer shall inform Supplier regarding changing business requirements that may necessitate a review, modification, or amendment of the SLA.

## Supplier responsibilities

- Supplier will act as primary support provider of the Services herein identified except when third-party vendors are employed who shall assume appropriate Support Services responsibilities accordingly. The Customer will be advised where a 3<sup>rd</sup> Party organisation is providing Support Services at the request of the Supplier
- Supplier will inform the Customer regarding scheduled and unscheduled service outages due to maintenance, troubleshooting, disruptions or as otherwise necessary.

### 3. **Services Restrictions**

3.1. The Customer shall not (and shall procure that Users do not) access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- 3.1.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 3.1.2. facilitates illegal activity;
- 3.1.3. depicts sexually explicit images;
- 3.1.4. promotes unlawful violence;
- 3.1.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 3.1.6. is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

3.2. The Customer shall not:

- 3.2.1. except as may be allowed by any applicable law which is incapable of exclusion by Agreement between the parties and except to the extent expressly permitted under this Agreement:
  - 3.2.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
  - 3.2.1.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or



- 3.2.2. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
  - 3.2.3. use the Services and/or Documentation to provide services to third parties other than as permitted under this Agreement; or
  - 3.2.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Users, or
  - 3.2.5. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this Agreement.
- 3.3. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 3.4. The rights provided under this Agreement are granted to the Customer only and shall not be considered granted to any subsidiary or holding company or other legal entity of or relating to the Customer. Any request to assign the rights under this Agreement must be made in writing to the Supplier and consent to such assignment will be considered and not unreasonably withheld.

#### 4. **Customer Data**

- 4.1. The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 4.2. The archiving procedures for Customer Data shall be notified to the Customer by the Supplier. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the Supplier's then current archiving procedure.
- 4.3. The Supplier shall, in providing the Services, comply with its privacy and security policy relating to the privacy and security of the Customer Data as such policies may be amended from time to time. Supplier shall comply with all GDPR legislation.
- 4.4. If the Supplier processes any personal data on the Customer's behalf when performing the Supplier's obligations under this Agreement, the parties record their intention that the Customer shall be the data "controller" and the Supplier shall be the data "processor". Supplier warrants that it will:
- 4.4.1. process any personal data provided to it by Customer only on documented instructions from Customer, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which Supplier is subject (in which case Supplier shall inform Customer of that legal requirement before processing, unless the law prohibits such information being passed to Customer on important grounds of public interest);

- 4.4.2. ensure that persons authorised to process any personal data on its behalf have committed themselves to confidentiality obligations or are under an appropriate statutory obligation of confidentiality such that they are required to keep the personal data confidential;
  - 4.4.3. take all measures required pursuant to Article 32 of the General Data Protection Regulation ((EU) 2016/679) ("GDPR") as may be supplemented by any applicable national legislation;
  - 4.4.4. not engage another processor without the prior written consent of Customer and, if such consent is given, Supplier shall ensure that equivalent provisions as are imposed on Supplier under this Agreement are imposed on any such other processor by way of a contract. Where such other processor fails to fulfil its data protection obligations, Supplier shall remain fully liable to Customer for the performance of that other processor's obligations;
  - 4.4.5. taking into account the nature of the processing under this Agreement, assist Customer by implementing appropriate technical and organisational measures to assist Customer to fulfil its' obligation to respond to requests for exercising any data subject's rights laid down in Chapter III to the GDPR;
  - 4.4.6. assist Customer to ensure compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing under this Agreement and the information available to Supplier;
  - 4.4.7. at the choice of Customer, delete or return all the personal data provided to Supplier under this Agreement upon the expiration or termination of this Agreement, and to delete any copies of any personal data unless Governing, Union or Member State law requires storage of that personal data;
  - 4.4.8. make available to Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer; and
  - 4.4.9. immediately inform Customer if, in its opinion, an instruction issued by Customer infringes the provisions within the GDPR or any applicable national legislation.
- 4.5. If Customer personal data is to be processed under this Agreement, the Customer will advise the Supplier of this and set out within Schedule 2 details of the subject matter, duration, nature and purpose of processing and the personal data categories and data subject types applicable to the personal data to be processed by the Supplier. Such data may not be used without the agreement in writing of both parties.
- 4.6. Supplier will promptly notify Customer if it becomes aware of any actual or suspected:
- 4.6.1. accidental, unauthorised or unlawful processing of any personal data; or
  - 4.6.2. personal data breach.

- 4.7. Where Supplier becomes aware of either of the matters referred to in clause 4.6.1 and/or clause 4.6.2, it shall cooperate with Customer's reasonable instructions to deal with such matter.
- 4.8. The Supplier will host and process all Personal Identifiable Data (PID) inside the UK .
- 4.9. Customer acknowledges and agrees that the Supplier may use and analyse anonymised Customer Data in order to improve performance and develop functionality within the Services and these rights will continue after termination of this Agreement.

5. **Supplier's Obligations**

- 5.1. The Supplier warrants that the Services will operate substantially in accordance with the Documentation and the Support Services will be provided with reasonable skill and care expected of a professional in that industry.
- 5.2. The warranty in clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the warranty in clause 5.1, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the warranty set out in clause 5.1. Notwithstanding the foregoing, the Supplier:
  - 5.2.1. subject to the provisions of clause 2.5, does not warrant that the Customer's use of the Services will be uninterrupted or error-free or that the Services, Documentation, Support Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
  - 5.2.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 5.3. Subject to the terms and provisions of this Agreement nothing shall prevent the Supplier from entering into similar Agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 5.4. The Supplier warrants that it has and will maintain and procure, at its own cost, all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 5.5. The parties agree that any Personal Identifiable Data (PID) will not be disclosed or used for any purpose without the written consent of both Parties.
- 5.6. The Supplier will comply with all applicable laws and regulations with respect to its activities under this Agreement;

## 6. **Customer's Obligations**

### 6.1. The Customer shall:

#### 6.1.1. provide the Supplier with:

6.1.1.1. all necessary co-operation in relation to this Agreement; and

6.1.1.2. all necessary access to such information as may be required by the Supplier;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

6.1.2. comply with all applicable laws and regulations with respect to its activities under this Agreement;

6.1.3. carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as is mutually agreed to be reasonable;

6.1.4. ensure that the Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any User's breach of this Agreement;

6.1.5. obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

6.1.6. ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

6.1.7. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

## 7. **Charges and Payment**

7.1. During the Initial Period the Services, subject to 2.3 will be provided on the licence basis as described in Schedule 1 including the number of implementations, project management and training days outlined therein. Additional days and any associated Direct costs will be charged as described in Schedule 2

7.2. At the end of the Initial Period or as otherwise agreed between the Parties, the Subscription Fees payable by the Customer to the Supplier for the provision of the Services are set-out in Schedule 2. Subject to 2.3, the Subscription Fees will be set out in Schedule 2.

7.3. The Customer undertakes that within 14 days of placing an order for any services it will generate and issue to the Supplier a Purchase Order to enable an invoice to be raised for such Services. Failure to do so will result in the Services not being provided.

- 7.4. The Customer shall pay all undisputed invoiced amounts plus applicable tax issued under this Agreement within 30 days of the receipt by it of a correctly rendered invoice.
- 7.5. If the Customer fails to make any payment due to the Supplier by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England's base rate from time to time in force. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount. This clause shall not apply to payments that the Customer disputes in good faith.
- 7.6. Any extension to the Initial Period and subsequent Subscription Term and any charges payable for the Services during such extension shall be subject to variation agreement between the parties.

## 8. **Proprietary Rights**

- 8.1. The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 8.2. The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

## 9. **Confidentiality**

- 9.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:
  - 9.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
  - 9.1.2. was in the other party's lawful possession before the disclosure;
  - 9.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
  - 9.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence.
- 9.2. Subject to clause 9.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party other than such disclosure to contractors of the Supplier as is necessary for the Services to be provided or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 9.3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

- 9.4. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 9.5. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 9.6. The Customer acknowledges that details of the Services and the results of any performance tests of the Services constitute the Supplier's Confidential Information.
- 9.7. The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
- 9.8. No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

10. **Indemnity**

- 10.1. The Parties shall defend, indemnify and hold harmless each other against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's or any Users' use of the Services and/or Documentation, including without limitation any claims for non-payment of fees owed to Users or any claims made by patients arising from the acts or inaction of Users or the Customer, provided that:
- 10.1.1. each Party is given prompt notice of any such claim;
- 10.1.2. Each Party provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- 10.1.3. the Parties total aggregate liability to each other in contract (including in respect of the indemnity at clause 10.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to £5,000,000.00,
- 10.2. The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation infringes any patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims limited to £5,000,000.00 for each claim, provided that:
- 10.2.1. the Supplier is given prompt notice of any such claim;
- 10.2.2. the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
- 10.2.3. the Supplier is given sole authority to defend or settle the claim.

- 10.3. In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay damages or other additional costs to the Customer.
- 10.4. In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 10.4.1. a modification of the Services or Documentation made by anyone other than the Supplier; or
  - 10.4.2. the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
  - 10.4.3. the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
- 10.5. Clauses 10.2-10.4 (inclusive) and clause 11.3.2 state the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

## 11. **Limitation of Liability**

- 11.1. Except as expressly and specifically provided in this Agreement:
- 11.1.1. the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer or any User and for conclusions drawn from such use. The Supplier shall, provided it has exercised reasonable skill and care, have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer or an User in connection with the Services or any actions taken by the Supplier at the Customer's direction;
  - 11.1.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
  - 11.1.3. subject to the warranty set out in 5.1, the Services and the Documentation are provided to the Customer on an "as is" basis.
- 11.2. Nothing in this Agreement excludes the liability of the Supplier:
- 11.2.1. for death or personal injury caused by the Supplier's negligence;
  - 11.2.2. for fraud or fraudulent misrepresentation; or
  - 11.2.3. for any liability that may not be validly excluded or limited by law.
- 11.3. Subject to clause 11.1 and clause 11.2:
- 11.3.1. either Party shall not be liable to the other whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation,

restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

- 11.3.2. the Parties total aggregate liability to each other in contract, tort including negligence or breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to £5,000,000.00.

## 12. **Term, Termination and Temporary Suspension**

- 12.1. This Agreement shall, unless otherwise terminated as provided in this clause 12, commence on the Effective Date and shall automatically renew at the end of the Initial Period (24 months). The Services will be provided for the period covered by the Subscription Term. The Customer may terminate this agreement giving the Supplier three (3) months' written notice at any time after 21 months of the Initial Period to the end of the Initial Period. Thereafter, this Agreement will be renewed for a further period of 36 months on the terms set out in Schedule 1
- 12.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 12.2.1. the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 12.2.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 12.2.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 12.2.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 12.2.5. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- 12.2.6. the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;



- 12.2.7. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 12.2.8. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- 12.2.9. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2.2 to clause 12.2.8 (inclusive); or
- 12.2.10. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 12.2.11. at the expiry of the subscription term by giving three (3) months' notice in advance of the renewal date in writing that the Customer does not wish to continue using the Services.
- 12.2.12. Under the terms of an Agreement dated 15<sup>th</sup> December 2017 made between the Supplier and Papworth Hospital NHS Financial Trust (Papworth) a financial award to support the development of the Services was made. Papworth appointed Health Enterprise East (HEE) an Agent to administer the award made under the SBRI Healthcare Programme. The Agreement made provision that in the event of an act of insolvency on the part of the Supplier which is not capable of remedy the software application and associated documentation will revert to Papworth or HEE. For avoidance of doubt, the software has operational dependencies on 3<sup>rd</sup> party products such as Amazon Web Services and Google Maps which would not revert to Papworth or HEE. Contact details for Papworth and HEE are:

The addresses and fax numbers of the parties for the purposes of this clause 12.2.12 are:

**Papworth Hospital NHS Foundation Trust**

The Finance Director

Papworth Everard, Cambridge CB23 3RE

The Finance Director

and

**Health Enterprise East Ltd**

Dr Anne Blackwood

Milton Hall, Ely Road, Cambridge CB24 6WZ

01223 928052

Anne.Blackwood@hee.co.uk

- 12.3. On termination of this Agreement for any reason:

- 12.3.1. Customer's right to use the Services and all Users' access to the Services shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
  - 12.3.2. each Party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other Party;
  - 12.3.3. the Supplier shall destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and
  - 12.3.4. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 12.4. The Supplier may suspend the Services immediately if the Customer's or an User's use of the Services poses a security risk to the Services or to any third party and/or could adversely impact the systems of the Supplier or of any third party.
  - 12.5. The provisions within clauses 4, 8, 9, 10, 11, 18, 22, 24 and 25 shall survive the termination of this Agreement.
13. **Force Majeure**
    - 13.1. A party shall have no liability to the other party under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the affected party or any third party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the non-affected party is notified of such an event and its expected duration.
14. **Conflict**
    - 14.1. If there is an inconsistency between any of the provisions in the main body of this Agreement and any Schedule, the provisions in the main body of this Agreement shall prevail.
15. **Variation**
    - 15.1. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. **Waiver**

- 16.1. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. **Rights and Remedies**

- 17.1. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. **Severance**

- 18.1. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 18.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

19. **Entire Agreement**

- 19.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.2. Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 19.3. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 19.4. Nothing in this clause shall limit or exclude any liability for fraud.

20. **Assignment**

- 20.1. Customer may not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement such consent not to be unreasonably withheld.

21. **No Partnership or Agency**

- 21.1. Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22. **Third Party Rights**

22.1. This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

23. **Notices**

23.1. Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes.

23.2. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not within Normal Business Hours, at 9.00am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

24. **Governing Law**

24.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

25. **Jurisdiction**

25.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**AGREED BY:**

**Supplier**

This section must be completed by a duly authorised representative of the above organisation.

Signed:

Name:

Position:

Date:

**Customer**

This section must be completed by a duly authorised representative of the above organisation.

Signed:

Name:

Position:

Date:

## Schedule 1

### Services Overview

**Service Usage:** The Services delivered under this Agreement may only be used by the Customer for the purpose of managing the scheduling of staff for the services delivered by the Customer. In the event that the Customer incurs a material increase in services as a result of expanding the range or scope of its geographical coverage or through the award of significant additional contracts the Customer will notify the Supplier and this will trigger a variation discussion on commercial terms of supply of the Services.

Service Description: There are two Services being provided:

#### **1. Doc Abode Housebound Vaccination Scheduling service**

An online eScheduling application enabling team co-ordinators to schedule immunisation vaccinations for housebound patients by registered healthcare professionals via the Doc Abode mobile App for the patient population.

Support Services will be provided for this Service for the extend hours period of 8am to 10pm 7 days a week.

#### **2. Doc Abode Urgent Community Response (UCR) Scheduling service**

An online eScheduling application enabling team co-ordinators to schedule UCR referrals for patients by registered healthcare professionals via the Doc Abode mobile App for the patient population.

Support Services will be provided for this Service for the extend hours period of 8am to 10pm 7 days a week.

**Effective Date:**                      **Date**

**Subscription Term:**                      At the end of the Initial Period of twenty-four (24) months from the Effective Date, this Agreement will remain in force for a further period of thirty-six (36) months and thereafter will renew on a rolling thirty six (36) month basis on terms to be agreed at each subsequent renewal or as agreed in any subsequent variation Agreement.

Service Fees: The Service Fees are set out in Schedule 2 of this Agreement

If the Customer requests to use of any addition Services that the Supplier may make available from time to time, within the Doc Aboode application, there will be additional Service Fees associated with the Services which will be in addition to the Service Fees. These charges will be agreed in advance with the Customer upon the Customer giving one (1) months' notice in writing in advance of their intention to use the service(s).

Support Services Fees: Support Services Fees for the Subscription Term are included in the Service Fees. Support Service Fees are defined in Schedule 2.

## **Schedule 2**

### **Doc Abode Service Fees**

#### **for Scheduling Services**

The Service Fees of £xxx per year will be applicable for the Subscription Term. The Support Service Fees are included in the Service Fees.

The Service Fees for the Initial Period have been paid in advance. Payment for the remainder of the Subscription Term will be in line with Section 7 Charges & Payments of this Agreement.

Both Parties will agree in advance any additional charges to extend or customise the Services beyond what is stated in Schedule 1 and any associated direct costs will be charged as:

Additional charges are at a day rate of £750 per day or part thereof

Associated direct cost for travel, accommodation and sundries



### Schedule 3

#### Data Processing Provisions:

Subject Matter:

Personal Data relating to the data subject types listed below plus Special Category Personal Data relating to patients

Legal basis for of Processing:

1.1. GDPR – ART 6(1)e) Performance of a task carried out in the public interest

GDPR – ART 9(2h) Processing is necessary for the purposes of preventative or occupational medicine including medical diagnosis or the provision of health and social care treatment

Personal Data Categories:

1.2. Personal Data including: name, address, date of birth, telephone number, other contact details

Patient Special Category Data including: health data and race/ethnicity (plus in some cases where relevant to care religious/philosophical beliefs and sex life/sexual orientation)

Data Subject Types:

Patients, Carers, Clinicians and other Staff (including some Self-Employed Contractors)

## Doc Abode Data Protection Impact Assessment

### Section 1: Background Information

Project Name:	<b>Doc Abode</b>
Organisation	Doc Abode Ltd.
<b>Assessment Completed By</b>	Phil Walker
Job Title	Data Protection Officer
Version	3.0
Date Version authorised	14 <sup>th</sup> April 2022
Phone	07388 340416
E-mail	<a href="mailto:pdwalker87w@btinternet.com">pdwalker87w@btinternet.com</a>

**Project/Change Outline - What is it that is being planned? If you have already produced this as part of the project's Project Initiation Document or Business Case etc. you may make reference to this, however a brief description of the project/process being assessed is still required.**

The Doc Abode software platform supports NHS healthcare providers to deliver more responsive, cost-effective care by safely connecting and matching a multi-disciplinary clinical workforce to NHS patient needs, in real-time, based on availability, proximity and

expertise. It aims to accomplish this through the introduction of a platform incorporating a mobile application for use by HCPs to engage a flexible workforce to carry out work such as individual home visits, telephone and video triage calls, outside of a regular shift rota. Providing greater capacity in the system, enabling better matching of location and speciality to each job, and creating preferable working patterns for more HCPs. Ultimately Doc Abode intends to use predictive analytics combined with artificial intelligence. Doc Abode facilitates attracting a 'new' workforce from clinicians disengaged with traditional ways of working. Funding was received from Yorkshire & Humber Academic Health Science Network (AHSN) and the Small Business Research Initiative.

**Purpose / Objectives - Why is it being undertaken? This could be the objective of the process or the purpose of the system being implemented as part of the project.**

Doc Abode was originally designed to support GP out of hours operational models, where urgent care home visits were predominantly staffed by GPs who are highly skilled. However, the workforce pool is limited, and this means that, during periods of high demand, it can lead to variable operational costs and response times.

In the traditional operating model, GPs are driven to patients requiring home visits in one of the provider's dedicated cars. Through its innovative digital platform, which facilitated a new way of working, the goal of Doc Abode was three-fold:

- To improve the clinical outcomes of patients by improving response times.
- To increase the total available workforce by providing an alternative to the traditional shift-based way of working.
- To improve the operational efficiency of deployment of clinicians by scheduling matching the nearest clinician, with the right skills set, with availability to a patient visit, in real-time.

**What is the purpose of collecting the information within the system? For example patient treatment, patient administration, research, audit, reporting, staff administration etc.**

Information that is collected which falls into these following purposes:

1. Clinical risk management to verify and authorise who may use the system – Only those who are clinically approved through a defined process may use the system. Information is also collected on HCP preferences. This information is collected via the 'Onboarding' function.
2. Patient identifiable information which is transferred into the 'operational function' from other patient management systems for use by the HCPs for patient treatment.
3. Operational Data - Operational data is collected via the 'operational function' which is used for deploying HCPs to patient jobs (i.e. home visits) by 'operators'. Operational data is also collected from the mobile app used by HCPs. Operators work for the healthcare organisation and issue jobs to HCPs. HCPs optionally decide which jobs to accept and then undertake these jobs following a specific workflow utilising a mobile app. This data is also used for operational monitoring

for KPIs such as speed of response to a patient. In time it is expected that this data will also provide the baseline information to provide to an 'Artificial Intelligence' engine to improve the matching of HCPs to patient requirements.

4. Audit Data – data from the operational system is captured into a separate audit database.
5. Evaluation Data – this will be collected from the 'operational function' back end database (note data from the mobile app is collected at the backend database). Also, some non-patient identifiable data may be collected from various provider systems. Evaluation data will be used for research purposes, and also for Management Information purposes to monitor the use of the system. This is covered through appropriate Information Sharing Agreements with the provider.

**What are the potential privacy impacts of this proposal - how will this change impact upon the data subject? Provide a brief summary of what you feel these could be, it could be that specific information is being held that hasn't previously or that the level of information about an individual is increasing.**

Information pertaining to the patient is already captured through 111 or directly via the Electronic Patient records (EPRs) and can be stored in other systems. The impact to the patient is that this data will be transferred into the Doc Abode system specifically for the execution of the Doc Abode job e.g. home visit/triage call/vaccination, and only stored within Doc Abode for the time required to carry out this primary purpose and satisfy audit requirements. This means that their data is held by an additional Data Processor organisation and stored in additional infrastructure. This increases the number of places where a data security breach could potentially occur. However, it does not increase the extent of the data held about the patient nor employ it for purpose other than the health care that the patient has already consented to.

Information pertaining to the HCP will be held in order to positively authenticate them as users of the system, for the provider organisations to approve them for carrying out Doc Abode work, thus protecting patient data, and for the purposes of ensuring the most appropriate jobs are offered to them. Demographic and geographical information is held in relation to the HCP but not more sensitive data such as healthcare records.

**Provide details of any previous DPIA or other form of personal data compliance assessment done on this initiative. If this is a change to an existing system, a DPIA may have been undertaken during the project implementation.**

The NHS Data Security & Protection Toolkit has been completed and standards met for 2020/21. Status can be viewed <https://www.dsptoolkit.nhs.uk/OrganisationSearch/8JR75>

**Stakeholders - who is involved in this project/change? Please list stakeholders, including internal, external, organisations (public/private/third) and groups that may be affected by this system/change.**

The following functions/stakeholders are affected by the system, in the data management sense (please also refer to the 'Doc Abode Data Flows' diagram enclosed):

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1. Patients data will be stored in the new system and they will receive care from HCPs determined via the new Doc Abode process and system. The patient experience should remain the same whilst response times should improve.
  2. Health Care Professionals (HCP) provide evidence of qualifications, clinical checks, and references in order to be authorised by healthcare organisations to verify their credentials.
  3. HCPs also use Mobile App software – for use on Apple iPhones and Android phones to be alerted about potential jobs, to accept those jobs, and then to complete the jobs under a specific workflow.
  4. Healthcare organisations can use the Doc Abode application to verify the credentials of HCPs and for operationally deploying jobs such as home visits to patients by Health Care Professionals (HCPs).
  5. The software was initially created by an organisation called BJSS but has subsequently been developed in-house.
-

## Section 2: The Data Involved

There are two types of data collected – Patient and HCP. Each is considered separately in this section.

<b>Patient Data Information that identifies the individual and their personal characteristics</b>	<b>Data Type</b>		<b>Justifications</b>
	Name	<input checked="" type="checkbox"/>	<b>Obviously medical condition, identity, contact and location data are essential for providing the service. Other data items may be relevant in some circumstances but will not be recorded where not.</b>
	Address	<input checked="" type="checkbox"/>	
	Postcode	<input checked="" type="checkbox"/>	
	Dob	<input checked="" type="checkbox"/>	
	Age	<input checked="" type="checkbox"/>	
	Sex	<input checked="" type="checkbox"/>	
	Gender	<input checked="" type="checkbox"/>	
	Racial/ethnic origin	<input checked="" type="checkbox"/>	
	Physical description	<input checked="" type="checkbox"/>	
	NHS no.	<input checked="" type="checkbox"/>	
	Mobile/home phone no.	<input checked="" type="checkbox"/>	
	Email address	<input checked="" type="checkbox"/>	

	Yes	N/A	Justification
<b>Information relating to the individual's physical or mental health or condition</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Required to assess required care</b>
<b>Information relating to the individual's sexual life</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>May be relevant in some circumstances but will not be recorded where not.</b>
<b>Information relating to the family of the individual and the individuals lifestyle and social circumstances</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>May be relevant in some circumstances but will not be recorded where not.</b>
<b>Information relating to any offences committed or alleged to be committed by the individual</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>Information relating to criminal proceedings, outcomes and sentences regarding the individual</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>Information which relates to the education and any professional training of the individual</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>Employment and career history</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>Information relating to the financial affairs of the individual</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>Information relating to the individual's religion or other beliefs</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>May be relevant in some circumstances but will not be recorded where not.</b>
<b>Information relating to the individual's membership of a trade union</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

HCP Data	Data Type		Justifications
<b>Information that identifies the individual and their personal characteristics</b>	Name	<input checked="" type="checkbox"/>	<b>This information is entered by the HCP on the Doc Abode website if the HCP wishes to register for Doc Abode. These details are sent to the provider organisation to enable them to certify and authenticate their suitability to undertake work on the Provider's behalf. Doc Abode does not provide the assurance for the HCPs. The providers can access the HCP data through secure login credentials.</b>
	Address	<input checked="" type="checkbox"/>	
	Postcode	<input checked="" type="checkbox"/>	
	Dob	<input checked="" type="checkbox"/>	
	Age	<input checked="" type="checkbox"/>	
	Sex	<input checked="" type="checkbox"/>	
	Gender	<input checked="" type="checkbox"/>	
	Racial/ethnic origin	<input checked="" type="checkbox"/>	
	Tel no.	<input checked="" type="checkbox"/>	
	Physical description	<input type="checkbox"/>	
	NHS no.	<input type="checkbox"/>	
	Mobile/home phone no.	<input checked="" type="checkbox"/>	
	Email address	<input checked="" type="checkbox"/>	

	Yes	N/A	Justification
<b>Information relating to the individual's physical or mental health or condition</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>There is an 'Equality &amp; Diversity' section on the onboarding portal which is optional for HCPs to enter their information into. The Following statement is provided to them: "This information is collected for equality and diversity monitoring only under the terms of the Equality Act 2010 and in line with NHS England and NHS Digital best practice and is not compulsory".</b>
<b>Information relating to the individual's sexual life</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>As above: There is a question relating to 'Sexual orientation' under the Equality &amp; Diversity onboarding section which is optional for the HCP to complete.</b>
<b>Information relating to the family of the individual and the individuals lifestyle and social circumstances</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>Information relating to any offences committed or alleged to be committed by the individual</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Providers need to check HCPs Enhanced Disclosure and Barring Service (DBS) checks and so these are requested on the onboarding platform and the evidence is uploaded on to the platform for the providers to review.</b>
<b>Information relating to criminal proceedings, outcomes and sentences regarding the individual</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Providers need to check HCPs Enhanced Disclosure and Barring Service (DBS) checks and so these are requested on the onboarding platform and the evidence is uploaded on to the platform for the providers to review.</b>
<b>Information which relates to the education and any professional training of the individual</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Providers need to check the education and any professional training of the HCPs so these are requested on the</b>

<b>Employment and career history</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>onboarding platform and the evidence is uploaded on to the platform for the providers to review.</b>
<b>Information relating to the individual's religion or other beliefs</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Providers need to request this and so this information is requested through the onboarding platform for the provider to review.</b>
<b>Information relating to the individual's membership of a trade union</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<b>This information is optional for the HCPs to provide onto the onboarding platform under the Equality &amp; Diversity section.</b>

### Section 3: Assessment

	Question	Patient	HCP
Legal compliance – is it fair and lawful?	1. What is the legal basis for processing the information? <i>This should include which conditions for processing under the GDPR apply and how the common law duty of confidentiality will be met.</i>	Processing is necessary for the performance of a task carried out in the public interest. Processing of special category data is for medical purposes under clinical direction. Patient consent is required under common law but can be implied for care purposes.	Processing is necessary for the performance of a task carried out in the public interest. HCPs who register with Doc Abode work under contract to the provider organisation and by signing the contract agree to the required processing of data.
	2. a - Is the processing of individual's information likely to interfere with the 'right to privacy' under Article 8 of the Human Rights Act?  b - Have you identified the social need and aims of the initiative and are the planned actions a proportionate response to the social need?	There is no interference with the right to privacy as identifiable data is only used to support care and the approach adopted is a proportionate response to satisfying the identified need for	HCPs who register with Doc Abode work under contract to the provider organisation and by signing the contract agree to the required processing of data.

		timely and effective care provision.	
	3. It is important that individuals affected by the initiative are informed as to what is happening with their information. Is this covered by fair processing information already provided to individuals or is a new or revised communication needed?	Doc Abode provides a privacy notice that covers the processing it undertakes but primary responsibility rests with the data controllers who use Doc Abode's services.	
	4. If you are relying on consent to process personal data under the GDPR, how will consent be obtained and recorded, what information will be provided to support the consent process and what will you do if permission is withheld or given but later withdrawn?	Consent is not required under GDPR as the process relies upon a different legal basis. Consent under common law is implied.	HCPs who register with Doc Abode work under contract to the provider organisation and by signing the contract agree to the required processing.
Purpose	5. Does the project involve the use of existing personal data for new purposes?	No, the data provided by patients seeking care is new data. Any access to existing data is for care purposes, a new process but not a new purpose.	No. The data collected through the onboarding process is new and would not be collected if HCPs did not contract to do the work.
	6. Are potential new purposes likely to be identified as the scope of the project expands?	No. Personal data will not be used for other purposes. Any new purposes will be supported by anonymised data.	
Adequacy	7. Is the information you are using likely to be of good enough quality for the purposes it is used for?	Yes. Information is entered specifically for this purpose by providers such as NHS 111 and Primary Care triage is carried out by Operators.  Insufficient data can be flagged and corrected at numerous stages before a job is entered into the Doc Abode system.	Yes. Information is added by HCPs themselves on the Doc Abode website. This is checked and verified by the healthcare organisation accepting the registration or by a third-party compliance officer who is contracted by the provider through Doc Abode.
Accurate and up to date	8. Are you able to amend information when necessary to ensure it is up to date?	Yes, operators may edit existing jobs in the system.	Some HCP data can be amended by the HCP but otherwise this would need a ticket raising with support staff.
	9. How are you ensuring that personal data obtained from individuals or other organisations is accurate?	This is the responsibility of the healthcare organisations that utilise Doc Abode's services. However,	HCP data is verified by the healthcare organisations that contract with Doc Abode for its services.



		patients are generally treated by the NHS as they present without checks.	
Retention	10. What are the retention periods for the personal information and how will this be implemented?	In line with the NHS Digital Records Management CoP for patient data that is not integral to the clinical record data will be held for a minimum of 3 years and will then be reviewed.	HCP data will be held for the period that the HCP is registered with Doc Abode plus 3 years to allow resolution of any subsequent serious incidents, complaints, and outstanding contractual matters.
	11. Are there any exceptional circumstances for retaining certain data for longer than the normal period?	Potentially to resolve litigation or professional investigations	
	12. How will information be fully anonymised or destroyed after it is no longer necessary?	<p>Alignment with ISO 27018 demonstrates that AWS has a system of controls in place that specifically addresses the privacy protection of AWS customers' content.</p> <p>Alignment with the ISO 27018 code of practice provides assurance that:</p> <ul style="list-style-type: none"> <li>• Customers control their content.</li> <li>• Customers' content will not be used for any unauthorized purposes.</li> <li>• Physical media is destroyed prior to leaving AWS data centers.</li> <li>• AWS provides customers the means to delete their content.</li> <li>• AWS doesn't disclose customers' content unless required to do so in order to comply with a legally valid and binding order.</li> </ul> <p>Please see <a href="https://aws.amazon.com/s3/fags/">https://aws.amazon.com/s3/fags/</a> And <a href="https://aws.amazon.com/blogs/security/aws-obtains-iso-27018-privacy-certification/">https://aws.amazon.com/blogs/security/aws-obtains-iso-27018-privacy-certification/</a></p>	
Rights of the individual	13. How will you action requests from individuals (or someone acting on their behalf) for access to their personal information once held?	See the Doc Abode Subject Access Policy available on request from <a href="mailto:dataprotection@docabode.com">dataprotection@docabode.com</a>	
Appropriate technical and organisational measures	14. What procedures are in place to ensure that all staff with access to the information have adequate information governance training?	All Doc Abode staff and operational support staff undertake mandatory IG training. Doc Abode client staff have responsibility of their own organisations.	All Doc Abode staff and operational support staff undertake mandatory IG training.

		Doc Abode's clients are responsible for ensuring the HCPs provided with patient data have undergone IG training.	
	15. If you are using an electronic system to process the information, what security measures are in place?	Security best practices for AWS Cloud infrastructure have been applied and the system is regularly subject to independent Penetration (PEN) Testing.	
	16. How will the information be provided, collated and used?	Patient data is provided by administration systems operated by the healthcare organisations that have contracted with Doc Abode. Limited data is made available to HCPs who may choose to accept a job with more information available to those who accept (and thus enter into a direct care relationship with the patient). Data may rarely be accessed by Doc Abode technical staff to fix issues.	HCP data is provided directly by HCPs via the onboarding process. It is used to register a HCP to deliver care via the Doc Abode system and, in time, will use interests, experience and specialties to inform patient allocation. Healthcare organisations verify HCP qualifications.
	17. What security measures will be used to transfer the identifiable information?	All application data, whether identifiable information or not, is encrypted in transit through the use of technology such as HTTPS (TLS).	
Transfers both internal and external including outside of the EEA	18. Will individual's personal information be disclosed internally/externally in identifiable form and if so to who, how and why?	<p>Personal information will be disclosed to the HCP in order for them to carry out the job, this will be done securely through the mobile application. In certain circumstances Doc Abode's operations staff or sub-contractors may need to access personal information through the audit data in order to diagnose a system issue. Access to the production system will be strictly controlled and audited through Identity Access Management (IAM) and Role Based Access Control (RBAC). Only authorised and trained personnel will be able to access data held in Production systems and they may only do so if they have legitimate reason.</p> <p>DocAbode also utilises a sub-processor called Babble Cloud Limited to store and transfer audio data. Babble Cloud simply collect, store (within secure UK data centres) and provide access to the data for approved client representatives – no additional processing is undertaken.</p>	

	19. Will personal data be transferred to a country outside of the European Economic Area? If yes, what arrangements will be in place to safeguard the personal data?	No	No.
Consultation	20. Who should you consult to identify the privacy risks and how will you do this? Identify both internal and external stakeholders. <i>Link back to stakeholders on page 3.</i>	Privacy risks have been considered by an information governance steering group in the preparation of a draft DPIA. The draft will be shared with data controllers to establish whether there are any additional privacy risks that have not been considered.	
	21. Following the consultation – what privacy risks have been raised? E.g., Legal basis for collecting and using the information, security of the information in transit etc.	No privacy risks have been raised.	
Guidance used	22. List any national guidance applicable to the initiative that is referred to.	NHS Digital – NHS and Social care data: off-shoring and the use of public cloud services. NCSC - Implementing Cloud Security Principles ICO GDPR guidelines Confidentiality: NHS CoP	