EMIS WEB ENTERPRISE SEARCH AND REPORTS PRODUCT SCHEDULE

TERMS

This Product Schedule (and the products and solutions detailed herein) is subject to the terms and conditions set out in LCC1090 Universal Master Service Agreement (**MSA**), available at https://www.optum.co.uk/contracts-repository (save where the relevant Supplier quote which references this Product Schedule specifies that any alternative or bespoke terms apply in respect of this Product Schedule), and it forms part of the relevant Agreement.

In respect of the Solution (as defined below), if there are (in respect of services/solutions the same as (or substantially similar to) the Solution) any existing agreements in place between the Supplier and the Customer (including, any agreements which were originally between the Supplier and other customers but which have since been assigned to the Customer (e.g. pursuant to the process whereby a number of CCGs merge to create an ICB), (each an "**Existing Agreement**"), then the Existing Agreement(s) is/are terminated by mutual agreement effective as at the start of the invoice period specified in the Quote (notwithstanding any terms under the relevant Existing Agreement(s) regarding the provision of termination notices). Such termination shall be without prejudice to each party's rights that had accrued under such Existing Agreement(s) up to the date of termination.

1 SERVICE INTRODUCTION

The purpose of the Enterprise Search and Reports solution (the "**Solution**") is to provide a hosted flexible electronic patient record reporting system which enables remote access for users to view and report on data recorded by other organisations using EMIS Web, where a valid Data Sharing Agreement is present and activated .

2 DEFINITIONS

In addition to the definitions used in the MSA, the following definitions shall apply to this Product Schedule:

Data Sharing Agreement:	means a data transfer consent form created by the Supplier in the Software which once activated by the Customer (as recipient of data) and the applicable third party healthcare provider (as transferor of data) will allow the transfer of the applicable data to the Customer. Such Data Sharing Agreements act as an instruction from the third party healthcare provider to the Supplier to facilitate such transfer of data. For the avoidance of doubt, although referred to as Data Sharing Agreements or DSAs, these are not 'agreements' per se , rather they are used to record the relevant instruction/consent in the system.

3 THE SOLUTION

3.1 The Solution consists of the following components:

Core Module	Functions
Enterprise Search and Reports	Organisations can share information to feed into enterprise-wide search and reports. The reports are split into 3 main types: ○ Aggregate reports - data will be anonymised. ○ Pseudo identifiable reports - partially identifiable patient data, such as age and sex information; EMIS Web allocates a unique reference/identifier to each patient in the results, so that the practice/organisation can identify the data, if required. ○ Patient level reports - fully identifiable patient data. The Supplier shall configure Data Sharing Agreements in the Services that will allow healthcare providers to share patient records with the Customer should they chose to activate the relevant Data Sharing Agreement. The Data Sharing Agreements shall: (a) be configured by the Supplier in such a way as to allow the relevant data to be transferred to the Customer; and

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		(b) permit the transfer of such data to the Customer once activated by both the Customer and the relevant healthcare provider. The Supplier is not responsible for: (i) notifying the healthcare providers that the Data Sharing Agreements have been configured and are available within their system; (ii) encouraging or ensuring that the healthcare providers activate the Data Sharing Agreements; or (iii) ensuring that the healthcare providers do not de-activate any Data Sharing Agreements. At all times the relevant healthcare provider who is consenting to the transfer of data to the Customer shall remain the Data Controller and the Supplier shall comply with the Data Controller's instructions in relation to the Supplier's processing of such data. For the avoidance of doubt, should the applicable healthcare provider(s) not activate the Data Sharing Agreements then the Supplier shall not facilitate the transfer of patient records to the Customer, nonetheless the Customer shall still be liable to pay the Supplier the Fees detailed at Schedule 1.
Care Record	Care Record Summary	• A condensed 'one-page' summary of key clinical events including EPR record sharing contributors; problems; medication; allergies; planned events; last four clinical contacts inc. clinician details, location and date; health status entries.
	Consultations	• View all consultation/contact history and search/filter on various parameters inc. coded entries, date, user, job category and organisation. • Add new, edit and review consultations/contacts. • Add consultations/contacts for multiple problems. • View various decision support tools including Mentor/PILS. • Care record configuration for individual or organisation wide style and type settings. • Confidentiality policy settings.
	Medication	• View full patient prescribing history. • Add new acute/repeat/automatic medication. • Issue standard/private prescriptions. • Link medication to specific problems. • Review patient medication compliance. • Add adverse drug reactions and view clinical safety warnings • Use standard/individual user formulary. • Access the British National Formulary (BNF). • Create bespoke local mixtures.
	Problems	• View all active, past, significant and minor problems. • Link problems to specific medication. • Group, combine and evolve problems and amend problem status. • Add reviews.
	Investigations	• View all values and laboratory reports for a patient. • Filter and search on results • Tabular and graphical trends.
	Care History	• Display all clinical events in chronological order including Non Value Data, Allergies, Health Status, Family History and Immunisations; a clinical event refers to data entered from any care record screen excluding medication.

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	Diary	• Displays all active diary entries, planned events, tasks, outstanding test requests and appointments due. • Also includes all completed tasks, appointment history and completed test requested.
	Documents	• View, search and filter all attached documents.
	Referrals	• Allows the user to create and manage inbound and outbound referrals. • Displays all referrals recorded in a patient's care record with a detailed view including associated referral activity. • Direct access to Episode Management screen.
	Care Planning	• Allows the user to create individualised care plans in conjunction with a patient. • Goals, targets, actions and outcomes can all be recorded on a patient facing document.
Appointments	Appointment Book	• View, book and cancel appointments/visits. • Configure the appointment book/visit lists at both organisation and user level. • Manage multiple staff appointment books/visit lists for multiple clinic types.
Registration	Registration	• Register dummy patients. • Amend registration details. • Record patient contacts including relationship to the patient and next of kin details.
	Carers	• Adding and allocating carers to patients.
Reporting	Population Reporting	• Enables users to create and run local searches and reports. • Create aggregate reports to compile statistical trends. • Searches and reports can be scheduled to run on a user defined recurrence basis. • Reports can be exported to Excel, CSV and HTML.
Configuration	Organisation Configuration	• Manages set up and configuration of the local EMIS Web organisation, users, role based access control (RBAC) including local role profiles, teams, locations and services.
	Data Sharing Manager	• Allows the organisation to share and view data with other external organisations including patient demographics and/or specific care record modules, tasks, appointments, coded datasets and/or users assigned to specific job categories. • Data sharing agreements can be activated and deactivated locally from within this module. • A data sharing agreement can be created that only shares a patient's demographic information between participating organisations to streamline the registration process. The information shared contains names, Date of birth, Sex, NHS/CHI number, Address, Telephone numbers, Registered/Usual GP, Dispensing status, plus other additional demographics including Ethnicity. • Care record sharing allows organisations to share specific modules of clinical data from the care record module within EMIS Web i.e., Care Record Summary, Consultations, Medication, Problems, Investigations, History, Diary, Documents, Referrals, Care Plans. The sharing agreement

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		can include a 'point of contact consent' indicator to record patient consent during a clinical contact. • A task sharing agreement allows users from one organisation to assign tasks to a team/user in a different organisation. • An appointment sharing agreement will allow users in an organisation to book appointments in another organisation. • Patients can opt out of global sharing at any time.
	Template Manager	• Create, edit, and maintain clinical templates, protocols and document templates. • Clinical templates are used to improve consistency and efficiency in data entry by guiding users through a pre-defined pro-forma. • A protocol contains a series of decisions and actions allowing the system to automatically determine the outcome of the decision or to prompt users to select an answer. Protocols can be used to add data, medication, consultations, add referrals and add or cancel diary entries. They can also be used to book an appointment, launch a template, additional protocol or protocol alert and launch a document.
	Concepts Manager	• Concepts are decision making tools that enable you to automate decision making processes. A concept is a named patient characteristic that is re-usable throughout a protocol or template. These are based on clinical codes, medication courses and issues, diary items and based on existing concepts. • Concepts are used in collections and rarely operate on their own. A collection is a list of concepts that can be used by a protocol (or other application components) to make a decision.
	Audit Trails	• Audits user activity within patient records by event, date, and action. • Users cannot edit or delete audit trail entries and so provide useful information for data integrity, governance, and training. • System audits can be run to monitor non patient specific events e.g., Editing templates, modified appointment sessions etc.

4 EXCLUSIONS OF LIABILITY

The Customer assumes sole responsibility for results obtained from the use of the Solution and for any conclusions drawn from such use. In addition to the exclusions of liability in the MSA (including, clause 14.3), the Supplier shall not be liable for any damage caused by errors or omissions in any information, instructions or scripts provided by the Customer in connection with the Solution, or any actions taken by the Supplier as the Customer's direction.

5 PRICING

Service	Unit Price
Enterprise Search and Reports Service (based on price per patient)	£0.06
Enterprise Search and Reports Service (based on price per practice)	£285.00
Annual Support (Upon automatic renewal, additional cost from year 2 onwards only. Includes 1 day's Consultancy per annum)	£995.00

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5.1 All Fees are payable annually in advance and are non-refundable.

5.2 For the avoidance of doubt should the Customer reduce the number of patients, or should any such patient not consent to their data being provided to the Customer, there shall be no reduction and/or rebate in the relevant Fees.

5.3 The Fees set out above are inclusive of applicable licence, hosting, service and support fees.

6 ADDITIONAL TERMS

This section details any further additional terms which apply (as referred to in clause 8 of the MSA) in addition to the General Terms. Any defined terms used in this Product Schedule will have the meanings attributed to them under the MSA (save here defined herein).

The Supplier reserves the right to update the terms of this Product Schedule (including, any additional terms) from time to time in accordance with clause 23 of the MSA.

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