

# APEX SERVICES 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), the MSA, this Product Schedule and the relevant Quote are collectively referred to as the “**Agreement**”.

## 1 SERVICE INTRODUCTION

Apex is a business intelligence platform designed to support primary care organisations with real-time analytics, empowering NHS customers to make critical business and healthcare decisions. Apex aims to provide a clear understanding of patient demand and workforce utilisation, supporting improved productivity and efficiency.

## 2 DEFINITIONS

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

|                                   |                                                                                                                                                                                                                                                     |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Apex:</b>                      | means the Supplier's 'Software as a Service' business intelligence platform, intended to support primary care organisations with real-time analytics concerning patient demand and workforce capacity.                                              |
| <b>Enterprise Users:</b>          | means users accessing the Apex product at multi-organisation level; such as Primary Care Network, Federation, Place, Neighbourhood or Integrated Care Board.                                                                                        |
| <b>GP Practices:</b>              | means a general practitioner practice, providing primary care to NHS patients.                                                                                                                                                                      |
| <b>Normal Business Hours</b>      | means Monday to Friday, between the hours of 09:00 and 17:00.                                                                                                                                                                                       |
| <b>Primary Care Organisation:</b> | means any organisation delivering services within Primary Care, whether individual GP Practice, Primary Care Network, Federation or Integrated Care Board.                                                                                          |
| <b>Registered Patients:</b>       | means the number of patients registered at a relevant GP Practice and/or the Customer – this data shall be taken from the NHS National Database for All Registered Patients at a GP Practice, unless a Customer provides a more up-to-date dataset. |
| <b>Relevant GP Practices:</b>     | means the GP Practices specified on the Quote, or otherwise agreed in writing between the parties.                                                                                                                                                  |
| <b>Renewal Period:</b>            | means each annual period of the Term after the Initial Period.                                                                                                                                                                                      |

## 3 THE SERVICES

The available Services are described in this Section 3.

The Services to be provided to the Customer shall be as specified on the relevant Quote.

### 3.1 APEX – PRIMARY CARE BUSINESS MANAGEMENT TOOL

Apex is a 'Software as a Service' business intelligence platform for Primary Care Organisations. It is designed to provide intelligent management information and support tools to allow GP Practices and Primary Care Organisations to help plan for the provision of healthcare services more effectively.

Apex analyses and displays the historical changes of a GP Practice's patient population, activity, appointment capacity and the utilisation of the capacity. Apex reports on the current planned utilisation of capacity highlighting potential areas where capacity can be adjusted to improve access and uses forecasting tools to help ensure that future capacity is scheduled for optimum efficiency for the GP Practice.

Individual clinicians may view and understand their patient profile, activity and appointment capacity.

Practice managers and staff may view in real-time, their activity, capacity and demand, aiding understanding of key issues such as did not attends, appointment scheduling, the use of registered vs usual GP, frequent attenders, as well as facilitating comparisons of appointment access and availability against local and national standards, and the impact on referral rates, test requests and medication requests.

### 3.2 APEX - INSTALLATION AND CONFIGURATION SERVICES

The Supplier shall install Apex at all GP Practices specified on the Quote ("**Relevant GP Practices**").

Installation shall be carried out via practice download. Each Relevant GP Practice will be sent details informing them as to how to activate Apex, including any configuration requirements in relation to their applicable Electronic Patient Record system (EPR), e.g. EMIS Web or TPP SystmOne. Apex is then remotely installed onto the applicable computer and will be available for use by the Authorised User.

Following download, the Supplier shall then provide the Relevant GP Practice with training services to complete all local configuration activities as required to enable Authorised Users to utilise the Services.

### 3.3 APEX - MANAGED SERVICE

The Supplier will use its reasonable endeavours to ensure the applicable Primary Care Organisations have a robust data baseline maintained monthly, based on locally defined service criteria to a granular level of analysis to support 98% coverage.

Baselines and service definitions will be as agreed between the Customer and the Supplier on the Apex Managed Service order form.

Coverage is monitored once-a-month to ensure data accessibility (based on 98% coverage of all applicable activity). A dedicated Managed Service team will determine a programme timetable of work based on the volume of data management required, which will take into account the Customer size and volume of data definitions to manage.

All applicable Primary Care Organisations will have their Apex Services mapped plus the ability to define custom reporting requirements to be delivered to the Customer based on local requirements.

Reports will be provided to the Customer every month to confirm the maintenance work has been completed, including highlighting any material changes which have been made.

### 3.4 APEX - ENHANCED MANAGED SERVICE

The Enhanced Managed Service includes the Managed Service plus the following additional training and data quality pack:

- Data quality checks on key areas of improvement, such as Appointment Book optimisation Ethnicity and Care Home data quality support.

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- All applicable Primary Care Organisations invited to attend monthly 'lunch and learn' sessions, tailored to local requirements.
- Enterprise Users have assurance of aggregated data always being mapped to not less than 98%.
- Applicable Primary Care Organisations benefit from significant support on data quality and optimisation and Enterprise Users have full access to custom reports.

### 3.5 APEX - CONTRACT MANAGER

This is an additional module to the core Apex platform, providing fully automated Contract Management functionality to support transactional activity, contract monitoring and reporting between commissioner and provider organisations. This module provides a full end to end workflow from submission of claims for payment through to invoice processing. Providing both the commissioner and provider organisation with a full analytical breakdown of contract performance across their local payment and KPI schemes.

### 3.6 APEX - TRAINING

The Supplier shall provide training to all Relevant GP Practices.

All Authorised Users at the Relevant GP Practices specified on the Quote will receive access to five full modules of Apex training in both live and recorded webinar contexts. the Supplier shall contact each Relevant GP Practice to make arrangements for scheduling such training.

All Relevant GP Practices will be assigned a nominated Customer Success Manager and access to the Apex Customer Support team and resources throughout the term to assist with product utilisation.

Training Documentation will be made available by the Supplier to all Relevant GP Practices via the Supplier's nominated portal.

Additional refresher training services may be procured throughout the Term by the Customer.

## 4 FEES

The Customer shall pay the Supplier the Fees as detailed in the Quote, which shall be based on the standard Fees set out in this Section 4. All Fees are stated as exclusive of VAT.

At the conclusion of the Initial Term and/or any subsequent Renewal Period, all annual Fees shall be subject to Indexation. Additionally, where there has been a 10% or greater change in the number of Registered Patients the Relevant GP Practices, the Supplier shall be entitled to increase or decrease the Fees in a manner proportionate to this change.

### 4.1 ANNUAL APEX FEES

The annual Fees for the core Apex platform shall be calculated in accordance with the number of Registered Patients of the Customer and each of the Relevant GP Practices (if applicable).

| Item                           | Fees                         |
|--------------------------------|------------------------------|
| Annual core Apex platform Fees | £0.10 per Registered Patient |

### 4.2 INSTALLATION AND CONFIGURATION FEES

One-off Installation and Configuration Fees shall be payable for the Customer and each Relevant GP Practice.

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| Item                                     | Fees                                               |
|------------------------------------------|----------------------------------------------------|
| Apex Installation and Configuration Fees | £595.00 per Customer and each Relevant GP Practice |

### 4.3 MANAGED SERVICE FEES AND ENHANCED MANAGED SERVICE FEES

The annual Fees for the Managed Service and Enhanced Managed Service shall be calculated in accordance with the number of Registered Patients of the Customer and each of the Relevant GP Practices (if applicable).

| Item                                 | Fees                         |
|--------------------------------------|------------------------------|
| Annual Managed Service Fees          | £0.03 per Registered Patient |
| Annual Enhanced Managed Service Fees | £0.06 per Registered Patient |

### 4.4 CONTRACT MANAGER

The annual Fees for the Contract Manager module shall be calculated in accordance with the number of Registered Patients of the Customer and each of the Relevant GP Practices (if applicable).

| Item             | Fees                         |
|------------------|------------------------------|
| Contract Manager | £0.08 per Registered Patient |

### 4.5 TRAINING SERVICES

The one-off Fees for the Training Services shall be payable for the Customer and each Relevant GP Practice.

| Item              | Fees            |
|-------------------|-----------------|
| Training Services | £595.00 per day |

Additional training services may be purchased by the Customer at the Supplier's then prevailing day rates. the Supplier shall inform the Customer upon receipt of a request from the Customer for training services as to the applicable training day rate.

### 4.6 GP PRACTICES

The Relevant GP Practices (as specified on the Quote or otherwise agreed between the parties in writing) may receive and use the Services (as set out on the Quote).

The Customer shall procure that each Relevant GP Practice complies with the Agreement. Where the Agreement obliges the Customer to take certain action, or to refrain from doing a certain act, the Customer shall procure that each Relevant GP Practice takes such action, or refrains from doing the relevant act (as applicable).

## 5 SERVICE LEVEL AGREEMENT

The Supplier shall use its reasonable endeavours to deliver the Services in accordance with the service levels detailed in this Section 5.

## 5.1 SERVICE AVAILABILITY

The Supplier shall use its reasonable endeavours to ensure that the Service is available throughout the Term for not less than 99.95% of the time.

The target availability detailed above is understood to be exclusive of planned maintenance carried out during the maintenance window of 8.00pm to 2.00am UK time.

## 5.2 INCIDENT RESOLUTION

In the event that the Customer needs to raise an issue to the Supplier than it should do so by contacting the Supplier's support desk via the Supplier's contact details, which shall be provided to the Relevant GP Practices and the Customer.

The Supplier Support desk shall be contactable during Normal Business Hours.

The Supplier Support desk shall use its reasonable endeavours to remedy any issues reported in accordance with the Target Resolution Times detailed below.

## 5.3 TARGET RESOLUTION TIMES

*(All times detailed in the table below are within Normal Business Hours)*

| Incident Severity | Details of Severity Level                                                                            | Target Resolution Time |
|-------------------|------------------------------------------------------------------------------------------------------|------------------------|
| 1                 | Service completely unavailable                                                                       | 4 Hours                |
| 2                 | Service materially affected by issue, or a specific piece of functionality is completely unavailable | 8 Hours                |
| 3                 | Service available and usable by the Customer, though user experience is affected by issue            | 40 Hours               |
| 4                 | Minor defect, not affecting Customer use of Service.                                                 | 160 Hours              |

## Annex 1

### Processing, Personal Data and Data Subjects

Annex 1 to the MSA shall be deleted and replaced by the following annex:

#### Processing by the Supplier

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose of processing:</b>            | for the purposes of delivering the relevant services and meeting other obligations specified in this agreement.                                                                                                                                                                                                                                                                                                                 |
| <b>Duration of the processing:</b>       | for the Term (together with the delivery of any post-termination obligations including any back-up copies of data created through the delivery of the relevant services).                                                                                                                                                                                                                                                       |
| <b>Subject matter of the processing:</b> | The solution is an analysis tool which allows a GP Practice and its individual clinicians to view and understand their patient profile, activity and appointment capacity.                                                                                                                                                                                                                                                      |
| <b>Nature:</b>                           | such processing as is necessary to enable the Supplier to provide the services and solutions provided for under this agreement (which may include, from time to time: collecting, recording, organising, structuring, storing, adapting and altering, retrieving, consulting, using, disclosing by transmission, dissemination or otherwise making available, combining, restricting access to, erasing or destroying of data). |
| <b>Types of Personal Data:</b>           | the solution enables users to record demographic information including (without limitation) name, address, date of birth, gender, religion, phone numbers, previous family name, next of kin, marital status, children, usual GP, Hospital Number, NHS Number, CHI Number, GHA Number, medical records including any scanned images, x-rays, pathology reports or documents.                                                    |
| <b>Categories of Data Subject</b>        | patients, patients' family, system users both clinical and non-clinical staff (including those of associated entities or third party suppliers).                                                                                                                                                                                                                                                                                |