GCloud13

Access Elemental Social Prescribing Software Service Definition

Contents

1   Service Overview

Elemental, an award-winning Social Prescribing digital platform that helps organisations to demonstrate real value and impact from their community investment activity.

Elemental offers a range of digital social prescribing solutions designed to help stakeholders in community health and wellbeing to halt avoidable health inequalities by supporting the strategy and practice of self-care and independence for patients/citizens. Elemental is proven to increase access and engagement in social prescribing, making it easier to make, manage, track and measure the impact community investment has on community health and wellbeing.

Elemental's digital suite of products includes;

Elemental Core

Our main digital social prescribing platform. Empowering organisations to establish, scale and better measure the uptake and impact of social prescribing

In addition, customer can also choose to bolt on the following products to Elemental Core;

Elemental Connector Plus

- Integrated with all leading Clinical systems, EMIS Web, Systm1 and Vision, Rio and Mosaic which means GPs and other Clinicians using those systems can make and manage referrals to Social Prescribing Link Workers within three clicks.

Elemental Analytics

- Bringing together meaningful outcome data by summarising our own data sets within Elemental and/or by linking other external data sets across sector specific systems and displayed in bespoke BI Dashboards.

Elemental Population Plus

- Making referral route access even easier for communities via a bespoke website that anyone can request support through at any time, on any device.

Elemental Open Directory

- Simplifying the integration of multiple Directory of Services (DOS) with one single source of viewing within Elemental Core.

Elemental Integrations

- Elemental bespoke integrations are fully flexible to specific customer requirements, integrating with their current technology stack.

Elemental Consultancy

- We'll support you every step of the way, from engaging all stakeholders, to rolling out and implementing social prescribing in your communities, embracing digital to report on impacts and identify gaps and trends.

Below is a summary of the key platform features:

Elemental Core – a fully interoperable and flexible digital platform.

Key features of Elemental Core include:

- Two-way integration with the leading GP software systems (EMIS Web, SystmOne & Vision)
- Integration with the leading Mental Health ERP Software Rio by Servelec
- Integration with the leading Social Care Case Management Software ERP Software Rio by Servelec
- Inbuilt Directory of Services (DOS) with engagement and impact reporting capabilities and the ability to integrate with other Directories in your area. Providing one single source of viewing within Elemental Core.
- Fully flexible referral pathway to suit your Social Prescribing Programme (to include Self Refer)
- Fully robust and mature Case Management System for Referral Handler (I.e. Social Prescribung Link Workers)
- Robust reporting and analysis for all types of stakeholders (Commissioners, Referrers, Social Prescribing Link Workers and Community Providers of programmes and services)
- Fully responsive to accommodate a range of screen sizes to include mobile

What's included in Elemental Core

Referral Portal

- A safe and easy way to make and manage referrals to local social prescribing programme. Referrals can be made by multiple sources including GPs, Nurses, Community Mental Health teams, Housing Officers, Social Workers and many more.
- Citizens/patients can be referred via a number of referral pathways. Fully flexible to suit your own social prescribing programme.
  - Refer via;
    - Elemental Connector Plus (Using the social prescription connector integration). Clinicians and others can make referrals within their own native systems, to include;
      - GP Systems (EMIS, SystmOne & Vision)
      - Mental Health ERP System (Rio)
      - Social Care Case Management System (Mosaic)

- Elemental Core Platform Referral Portal
- Self-Refer (using the bolt on product [Elemental Population Plus](#))
  - Curious or self motivated citizens/patients can take control and refer themselves to their local social prescribing programme, generating their own social prescribing package, or initially working with a social prescriber to get started, before taking more control over time.

Measuring Health Outcomes

- Measure the health and wellbeing of citizens/patients and the impact of their social prescriptions over time.
- Enables you to analyse progress and empower clients who can see the real time difference that social prescribing is making on their health and wellbeing.
- Capture baseline information and data that tells you where your citizens/patients are starting their health and wellbeing journey from.
- Track and share with the citizens/patients their own personal health and wellbeing improvement journey in real time.
- Build your own dedicated toolkit from a range of built-in accredited measurement tools, (such as MYCaW, ONS4), best practice support and guidance and national evaluation reports.

Directory of Services

- We'll help you build, maintain and customise your own Directory of Services (DOS) based around your own quality assurance criteria, within Elemental. We'll even get you started and help your community provider network to maintain their profiles on Elemental.
- There is a Quality Assurance (QA) feature built into the Hub Management of Elemental. Each Social Prescribing programme sets their own QA criteria which is moderated by assigned Super Users for the licensee in order to activate, deactivate or reactive community providers.
  - Offering a level of control and confidence in the services being offered by social prescribers within their communities.
- Elemental comes pre-populated with a number of community-based interventions across a number of community providers. In addition, there are multiple ways to additionally populate the DOS;
  - Referral Handlers (I.e. Social Prescribing Link Workers) can update and maintain DOS
  - Community Providers can be given their own login to populate and maintain activities.
  - DOS is populated via an API integration - other directories can be linked to Elemental

- DOS is populated via a Bulk Uploader (via excel spreadsheet/CSV file)
- Combination of the above to populate a single display of a DOS.

Management of Social Prescription

- The case management section of the platform gives Referral Handlers (I.e. Social Prescribing Link Workers) a range of tools and features to help them better support citizens/patients. It reduces admin time associated with reporting and case management, makes things quicker and allows them to spend more time delivering the care and guidance that their citizens/patients need, enabling them to be more effective with more citizens/patients.
- This also includes crafting bespoke social prescription packages for each citizen/patient to match their needs and requirements. Enrolling them directly in trusted community-based programmes, or signposting them and making them aware of other activities of potential interest.

Catering to the level of engagement based on each person's needs. Such as:

- Creating appointments and visits for patients/citizens
- Custom text messages and emails that can be sent directly to citizens/patients from within the Elemental platform
- Referral Handlers (I.e. Social Prescribing Link Workers) can manage their workload and plan their day within Elemental using appointment calendars and tasks
- Recording outcomes of appointments and visits – Referral Handlers (I.e. Social Prescribing Link Workers) can record and track any appointment, visit or contact with their citizens/patients
- Tracking attendance- Community Providers can mark attendance at their classes, allowing you to keep track of client engagement
- Recording health and wellbeing monitoring tools – A range of pre-built monitoring tools are available on the platform
- Reporting capability to for social prescribing project managers to have an overview of staff caseloads to manage caseloads and capacity for link workers

Data analysis and reporting

- Robust reporting and analysis for all types of stakeholders (commissioners, referrers, link workers and community providers of programmes and services) across a range of sectors (health, housing, Local Government Authority, VCSE etc). Helping to prove the business case for commissioning / recommissioning social prescribing.
- Some of the Core Reports included in Elemental Core as standard are:
    - Attendance Reports
    - Health Impact Reports

- o Client journey/Progress Reports
- o Referral Activity Reports
- o Intervention Activity Reports
- o Programme Reports
- o Case Management reports
- o Equality Monitoring Reports

2   Onboarding

Our Partnerships & Implementation Teams will lead the implementation process for our customers. Key milestones involved are:
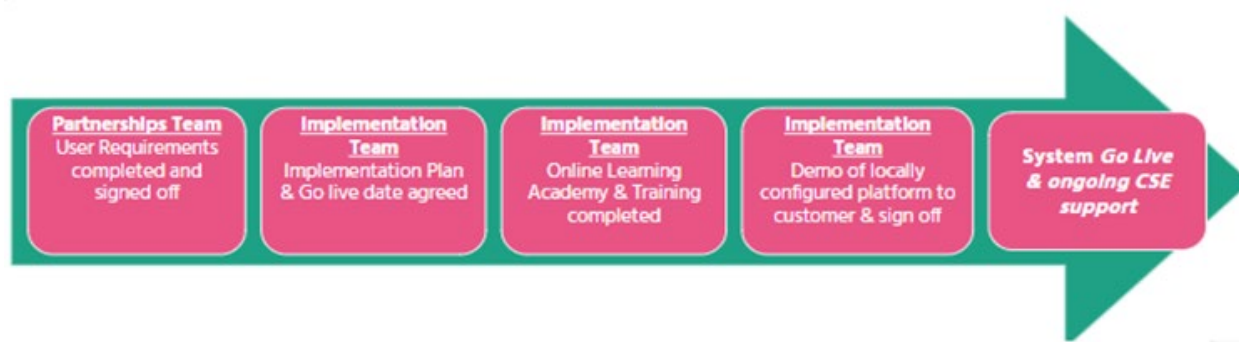
Stage 1 - User Requirements

- Gather user requirements with all stakeholders (process of documenting all the customer's needs).
- Customer provided with workflow/implementation chart.
- User Requirements signed off.
- Confirm Project Go Live date.

Stage 2 - Project Management - Regular meetings to:

- Feedback project progress and status, risks.
- Demo a replica of your configured platform so you can make any changes before deployment.
- Coordinate implementation of Clinical Connections (I.e. EMIS Web, Vision & SystmOne) integration across GP Practices and other clinical settings.
- Training carried out for all users of the platform.

Stage 3 - Project GO LIVE

- All stakeholders can access the platform.
- Weekly check in meeting with your Project Manager up to one month post project 'go live'.
- Introduce stakeholders to their Customer Success Manager (CSM) who will be a daily support channel for the customer throughout their journey with Elemental.

Stage 4 - Ongoing Project Support

- CSM will provide daily support. Monthly meetings with stakeholders to discuss additional needs, training requirements and platform usage.
- Account Manager support post project 'go live', meeting on a quarterly basis and liaising closely with your CSM.
- Optional DOS Provider Network sessions to increase engagement of provider organisations using Elemental.

All Elemental users have 24/7 access to our Online Learning Academy which comprises e-learning modules, quizzes, resources, videos and cheat sheets.

This includes a combination of Non-Facilitated/Self Learning & Online Live Facilitated training for;

- Referral Agents – GPs, Nurses, Social Workers, etc
- Referral Handlers – Social Prescribing Link Workers, Community Connectors etc
- Community Providers – to enable them to maintain their services in the DOS
- Super Users - for Team Leader/Manager/Commissioner.
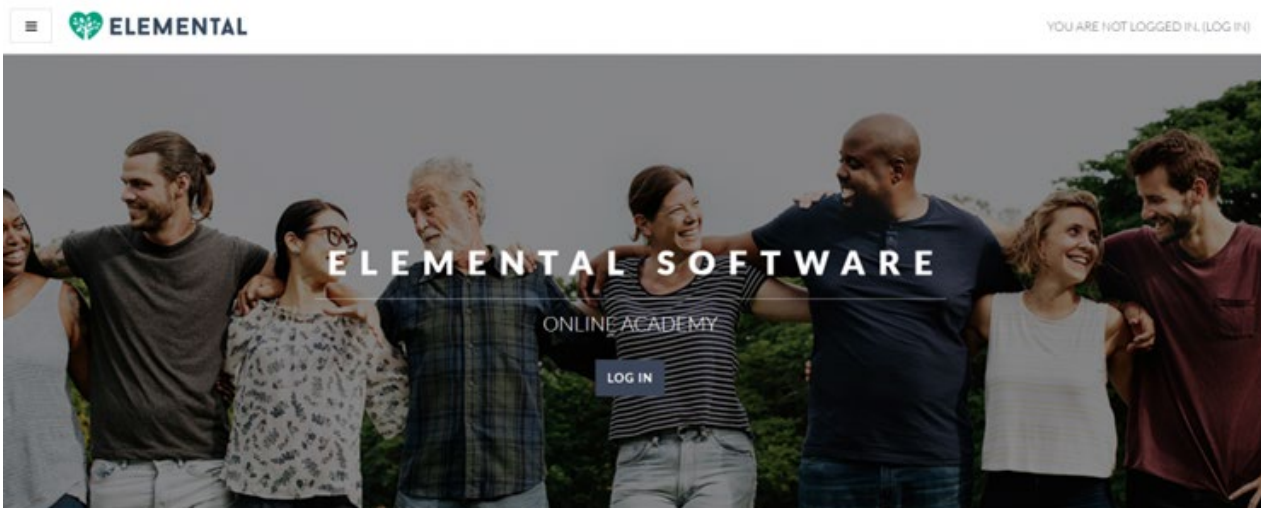
As a cloud-based platform and a Software as a Service (SaaS) product, upgrades and updates are included in the annual licence fee. Improvements, enhancements, and maintenance are included in monthly releases.

Elemental works in monthly release cycles and any maintenance required is included in these monthly releases. These releases are done outside core hours (i.e. after 18:00). We send release notes by email to your nominated contact(s).

The Client acknowledges that the target dates listed and detail (within what is known as the User Requirements Form) may be dependent upon Buyer responsibilities being fulfilled by the Buyer and may be subject to change.

3 Service & Support Management Details

At Access we know why you choose our products, it's because you want to be more successful. We want you to be more successful too. So, we have taken a good long look at how we support you, taken on board feedback and made it a whole lot better. We are not just here to support you when you need a hand - we are here with you at every stage of your journey.

Support Commitment

We recognise that the systems, software and services we supply may be critical to the well-being of your business. Our aim is to ensure that you have continuous operational capability from our products. We will help you to achieve this by providing efficient support, resolving most tickets at first-line contact.

We will help you maximise your return on investment by providing the best in technical assistance, advice, and customer care. We own your support queries and will ensure that they are resolved as promptly and efficiently as possible.

We provide 3 main support plans as detailed below.

The Essential Plan

The online service The Essential Plan is available to all Access customers as part of your license fee and provides you with easy-to-access online support for all your queries, facilitated via our Customer Success portal.

The Standard Plan

Get answers faster

As a Standard Plan customer you benefit from faster response times and can access our support teams via telephone and live chat, as well as through our Customer Success portal. To help your team be more productive, you are provided with continued access to our e-learning content as well as a programme of Success webinars, designed to keep you up to date with new features and share best-practice advice and guidance.

The Premier Plan

Boost productivity with direct access to the experts and achieve a higher return on investment

Our Premier Plan enables your team to achieve more and improve productivity through an ongoing relationship with your own designated Customer Success Manager. Your CSM will get to understand how you're using the technology and will advise you on how to get more from it.

Full details of our Customer Success Plans can be found here Customer Success Plans

Get to know our knowledge base

Knowledge Base is our huge database of commonly asked questions, articles and videos. All you need to do is Register and Login and you can find the answers you need any time of the day.

The advanced search function not only searches articles from Knowledge Base, but links up with our Community hub to display the topics that you need. So you have got everything you need all in one place.

Cannot find the article to answer your question? Not a problem. Each article links to our Community so you can ask a question, or to raise a case with the Access team.

Got a question? Ask our Community

Community connects our customers together to help them solve problems and share how to get the absolute best out of their Access products.

Our customers know more about using our products in their jobs than anyone else. Community gives you the chance to receive – and share – friendly expert advice that goes beyond normal customer support. Discover best practice hints and tips from peers in your industry to help you make the most of your experience with your Access product.

Each of our products has its own dedicated Community, so you can get straight to the discussions that matter to you. No unnecessary searching needed.

If a question cannot be answered by Community a member of the Access team will reply. We will make sure that no query goes unanswered.

4 Software license and use

The Buyer agrees to procure compliance with all terms of use (as specified in this Specification and in the Access terms and conditions the Supplier has submitted to G-Cloud 13) by all of the Buyer's users.

The Buyer acknowledges and agrees that the Supplier reserves the right to terminate a User's access to the Software if the Supplier deems their use to be in breach of the applicable terms of use.

5 Particulars of processing

Category of Data Subject	Professional Users
Type of Data Being processed	- Identity and Contact data - Job data - Administration rights - Professional Details - Login details

![access logo - freedom to do more]

	• Case and attendance notes created
Permitted Purposes	To enable Professional Users to access and use the Software for the purposes of implementing, managing and evaluating the relevant Client's Social Prescription Programme Where it has been agreed between the Buyer and the Supplier, the Software includes a Data Extraction Tool which enables an individual (requested by the Buyer and set up by the Supplier) to extract and download personal data related to the Social Prescription Programme. This may include Personal Data relating to Patients as well as Personal Data relating to Professional Users (and their case notes and attendance notes and referrals uploaded on to the Software).
Permitted Recipients	The Software will be set up so that information about Professional Users will be accessible to certain other Professional Users as well as the Buyer (and anyone designated as a Data Exporter by the Buyer). Where it has been agreed between the parties, the Software may also be integrated with a third-party platform used by the Buyer (and/or other Professional Users). The Supplier is permitted to transfer Professional User Data: (i) to its staff (only for the purposes of assisting in the provision of the services) (ii) sub-Processors (with consent from Client and only for the purposes of assisting in the provision of the Services).
Duration	For the duration of the Supply Agreement

Category of Data Subject	Patients (as defined in the body of the Agreement)
Types of Data Being Processed	- Identity and Contact data - NHS number - Health and well-being data (which may include Special Categories of data) - Attendance notes - Records of consent - Attendance at community events
Permitted Purposes	To enable the Patient to receive Social Prescription Services under the Buyer's Social Prescription Programme and the Professional Users to manage the provision of the same and evaluate the same. Where it has been agreed between the Buyer and The Supplier, the Software includes a Data Extraction Tool which enables an individual (requested by the Buyer and set up by The Supplier) to extract and download personal data related to the Social Prescription Programme. This may include Personal Data relating to Patients as well as Personal Data relating to Professional Users (and their case notes and attendance notes and referrals uploaded on to the Software).
Permitted Recipients	The Software will be set up so that information about Patients can be shared between Professional Users (at their discretion) and may be accessible to the Buyer. Some of the information might also be available to the Patient if they have an account on the Software. The Supplier is permitted to transfer Patient Data: (i) To its staff (only for the purposes of assisting in the provision of the services)

	(ii) data Processors (with consent from Client and only for the purposes of assisting in the provision of the services).
Duration	For the duration of the Supply Agreement

6   Account Management & Customer Success

With over 45,000 customers using products supplied by the Access Group (with the Elemental business as part of this group) we have a large team involved with ensuring that our customers can build on their investment with Access.

This includes the Customer Success team who are specialists in specific products whose role is to ensure that our customers on Standard and Premier Success plans benefit from educational webinars to ensure that you are always taking advantage of new functionality and most importantly continuing to adopt best practice in the day to day use and set up of the software.

Our Account Management team work with our customers specializing in vertical sectors or specific products. Depending on the complexity of the customer these are either office based using the latest technology to provide our customers with the highest possible levels of service or will visit sites for face to face meetings.

Our Account managers work with you keeping our customers informed on the way emerging technologies can help their business. They prepare briefings on the business, technical and financial benefits of technology and collaborate with customers to ensure the customer is aware of the breadth of software and support that Access can provide.

7   Outage and Maintenance Management

Maintenance Management – downtime due to maintenance is very infrequent and is run outside of normal working hours with all customers being informed in advance to minimise disruption.

8   Backup and Disaster Recovery

The solution is backed by the AWS's (Amazon Web Services) RDS (Relational Database Service), which provides a fully managed solution to host, manage and backup our system database needs. Amazon RDS automates common administrative tasks, such as performing backups and patching the software that powers our database. With Multi-AZ

deployments, Amazon RDS also manages synchronous data replication across Availability Zones (multiple physical locations in London) with automatic failover.

https://aws.amazon.com/rds/faqs/#Multi-AZ_Deployments

Backups consist of full nightly snapshots (performed during our backup window at 4am), followed by a running transaction logs (as updates to the DB Instance are made). This means that we can restore to any specified 'point-in-time' if requried. This is managed automatically by AWS. All data is encrypted at rest.

https://aws.amazon.com/rds/faqs/#Automatic_Backups_and_Database_Snapshots

Restore Testing
We undertake periodic restore testing.

Primary Node Failure
In the event of of the primary node failure, the 'stand-by' (which is an up-to-date replica of the primary) is promoted to become the new 'primary' which then starts accepting database operations. Amazon RDS generate a new 'stand-by' instance and sychronise the data automatically.

Complete Outage
In the unlikely event that both AWS Avilability Zones fail, we can restore from the most recent 'point-in-time' backup. This can take between 30 minutes to an hour to restore, and will happen in parallel with the restoration of any other services that were affected.

9   Business Continuity statement/plan

The Access Groups full and most up to date business continuity plan can be requested by emailing Natalie.gilesgrant@theaccessgroup.com

10   ISO27001:13 accreditation

The Access Group has achieved full ISO27001:13 accreditation across the Group. ISO/IEC 27001:2013 (also known as ISO27001) is the international standard that sets out the specification for an ISMS (information security management system).

Its best-practice approach helps organisations like Access manage their information security by addressing people and processes as well as technology. Independently accredited certification to the Standard is recognised around the world as an indication that our ISMS is aligned with information security best practice.

We are finding that this is a key requirement of organisations that work with the Access Group.

11   Development Life Cycle

Elemental Core with its associated bolt on products (as detailed aboce) has a detailed roadmap of improvements driven by customers, statutory requirements, and our own roadmap.

We take a partnership approach to developing and refining our product roadmap and delivering on the promises we make. This includes individual meetings with our customers and active participation in user groups.

The developments set out in the roadmap are the direct results of this partnership approach and reflect individual specifications refined through this rigorous process.

UI/UX prototyping tools form a critical part of this process, allowing wireframes and example user journeys to be demonstrated to our customers at an early stage, gaining valuable feedback before development begins.

This allows us to ensure that what we develop meets the wider needs of our customer base and provides users with the opportunity to help shape the end product.

New functionality is added on a regular basis (we have monthly relases to live) with all customers benefitting at the same time of platform wide releases.

12   Technical Requirements

Elemental Core and associated bolt on products runs on any computer or mobile device with a browser and Internet connectivity.

Web Browsers Supported:
- Chrome - 81.0.4044.141
- Internet Explorer - 11
- Firefox - 76.0.1

- Safari - 13.1.1
- Microsoft Edge- windows 10

13   Service Levels

Severity Classification:

Severity Classification	Description:
A	Emergency: Client's business is stopped due to Error that is preventing Client's operational use of the Software (or significant functionality within the Software).
B	Urgent: Client's business is significantly impaired or restricted due to Error that, while not preventing, is severely degrading Client's operational use of the Software.
C	Non-Urgent: Client's business is impaired or restricted due to Error that either occurs rarely or for which a viable workaround is available.
D	Low: Error causing little or no impact upon Client's business.

Maintenance Service:

Subject to agreement on the Severity Classification of the Error, The Supplier will use all reasonable endeavours to respond to and fix (including by means of workaround, temporary fix or bypass procedures). Errors within the target timescales set out in the table below:

Severity Classification	Target Response Time	Target Fix Time
A	Within 2 Support Hours	Within 8 Support Hours
B	Within 4 Support Hours	Within 32 Support Hours
C	To be targeted for next Maintenance Update	To be targeted for next Maintenance Update
D	To be targeted for future Maintenance Update based on relative priority	To be targeted for future Maintenance Update based on relative priority

Where a workaround or bypass procedures has/have been provided, a fix will be targeted for the next Maintenance Update.

14   Service Constraints

Maintenance windows as detailed above are minimal with the service so that we use all reasonable efforts to ensure that the SaaS Services are available for 99.70% of each calendar month.

Maintenance management: Downtime due to maintenance is very infrequent and is run outside of normal working hours so there is minmum dosruption to customers.

tshall use commercially reasonable endeavours to make the Software available 24 hours a day, seven days a week, except for (a) planned maintenance carried out between 7pm and 7am; and (b) unscheduled maintenance provided that The Supplier has given the Buyer at least 6 hours' notice of the same.

15   Third Party Software

Where the Buyer has opted to include third party software within the Services, the Buyer acknowledges and agrees that:

- Failure by the Buyer to pay the third party costs may result in the Supplier being unable to provide all or part of the Services (for which the Supplier shall have no liability to the Buyer).
- The third-party Costs are at the discretion of a third party and are not within the Supplier's ability to control, as such third-party costs may be subject to increase from time to time and the Buyer will be liable to pay any such increases in costs.
- While the Supplier undertakes to pass such payment on to the relevant third party, the Supplier accepts no liability for the acts and/or omissions of that third party;
- The Buyer (and any Users who access any third-party software) will be bound by the third party end user terms prevailing at that time; and
- In some cases, the integration or provision of third-party software will be subject to and dependent upon the Buyer (or its personnel) purchasing and maintaining a licence directly from such third party.
- The Buyer acknowledges that any such licence purchased by the Buyer (or its personnel) shall be personal to the Buyer (or its personnel) and the third party in question and that the Supplier shall have no liability to either party in respect of such agreement.

We sometimes have sub processors

SUB-PROCESSORS

The Client acknowledges and agrees that the Supplier may use sub-processors for the services set out below in the provision of the Services, and the Buyer hereby provides its consent to such use and (if specified below) to the transfer of Personal Data outside the EEA.

Subprocessor- InHealthcare (If project has stipulated that it wants to enable SystmOne GPs to make referrals via the Supplier)

Inhealthcare

- Inhealthcare Services are currently stored within the secure Amazon Web Services (AWS) London region. Inhealthcare are Interoperability Toolkit (ITK) accredited as a requirement to connect to N3 and our IGSoC Level 3 score was 100%. We are also ISO27001 & ISO9001 accredited. In addition we passed the full CAP process to allow us to connect to Spine, as Inhealthcare are also an NHS Digital accredited Spine Mini-Services Provider (SMSP).
- The Inhealthcare system is operated across multiple availability zones within the AWS London region. Each availability zone is isolated, but the availability zones in a region are connected through low-latency links. Amazon operates state-of-the-art, highly-available data centres. Although rare, with any computerised system, failures can occur that affect the availability of instances that are in the same location. By operating the Inhealthcare system across multiple availability zones within the same region there is redundancy in the event that there is a failure affecting a specific availability zone.
- Inhealthcare reserves the right to change the location from which it provides its Services at any point during the contract duration. Inhealthcare will ensure that in the event of any location change there will be no detrimental impact to the provision of Services and they will continue to be provided to the same security standards.
- More detail on Inhealthcare's privacy policy and data processing activities, including any relevant sub-processors for the delivery of Inhealthcare's services can be found here - https://www.inhealthcare.co.uk/privacy-policy/

EMIS (If project has stipulated that it wants to enable EMIS Web GPs to make referrals via the Supplier)

1. For the purpose of these terms, the following words shall have the following meanings:

    EMIS Health means Egton Medical Information Systems Limited

    Partner Product means the Clinical Systems Social Prescription Connector (**CSSPC**)

2. The Client acknowledges that:
   - the Partner Product is accessible via systems which incorporate IPR belonging to EMIS Health (or its third party licensor(s));
   - the systems used to access the Partner Product are NOT free or shareware;
   - the Buyer's use of any EMIS Health system is subject to the terms of the relevant licence agreement in effect between the Buyer and EMIS Health.

3. Upon entering into an agreement to use the Partner Product, in respect of the EMIS Health systems the Buyer undertakes:
   - not to copy the system (or any related software), other than for normal operation, nor (subject to applicable law rights) to disassemble, decompile or reverse engineer the system (or any part thereof);
   - not to translate, modify, lease, rent, loan, redistribute, sub-lease, sub-license or create derivative works from the EMIS Health system;
   - to maintain accurate and up-to-date records of the number and location of all copies of the EMIS Health system;
   - to reproduce and include all proprietary notices as appear in, or on, the EMIS Health system on all copies;
   - to supervise and control use of the Partner Product and EMIS Health system in accordance with the terms of the relevant agreement; and
   - not to use the EMIS Health system in relation to any immoral or illegal purpose or for any other purpose which may reasonably be determined threatening, abusive or harmful or damaging to EMIS Health's reputation.

4. The Client acknowledges that the EMIS Health system is provided on an "*as is*" basis without any warranty of any kind either express or implied including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement except to the extent that by statute liability may not lawfully be excluded in an agreement of this nature.

5. All copyright, trade marks and other IPR subsisting in or used in connection with the EMIS Health system (including but not limited to all images, animations, audio and other identifiable material relating to the software) are and remain the sole property of the EMIS Health (or its third party licensors as appropriate)

6. The Partner Product (and EMIS Health system) are intended to aid and supplement, not substitute for, the expertise and judgment of physicians, pharmacists or other healthcare professionals. All information is provided on the basis that the healthcare practitioners responsible for patient care will retain full and sole responsibility for deciding any treatment to prescribe or dispense for all patients and, in particular whether the use of information provided by the relevant system is safe, appropriate, or effective for any particular patient or in any particular circumstances.

7. The EMIS Health System and any information relating thereto shall be deemed to be included in the Supplier's Confidential Information and the relevant confidentiality obligations of the Buyer in accordance with the Agreement will apply in respect of such system and information.

8. Nothing in the Agreement, nor any Documents nor otherwise shall be deemed to constitute any representation or warranty by the Supplier in respect of the EMIS Health system. Any warranties or guarantees in respect of the EMIS Health system will be set out in documentation created and provided to the Buyer by EMIS Health.

9. Any liability of EMIS Health (or its third party licensors, including the Buyer) in respect of the EMIS Health system shall be limited to the amount of the Costs paid by the Buyer to the Supplier in respect of the EMIS Health system over a 12 month period immediately preceding the date of the claim or damage arising and in no event shall EMIS Health or its licensors be liable for any indirect or consequential losses.

10. EMIS Health shall have no liability whatsoever in respect of the acts and/or omissions of the Supplier.

Vision (If project has stipulated that it wants to enable Vision GPs to make referrals via the Supplier)

Each End User purchasing (or licensing) a Partner Product is bound by terms which are substantially similar to the following terms and conditions:

1. The customer acknowledges that the Partner Product includes third party software ("Vision Software") which is intellectual property belonging (or licensed) to In Practice Systems Limited (**"INPS"**).

2. The Vision software is NOT free or shareware. The customer's right to use the Vision software in conjunction with the Developer's product is granted on a non-exclusive personal and non-transferable basis and shall immediately cease upon the earlier of: (i) the termination or expiry of its agreement with the Developer; or (ii) the termination of the agreement in effect between INPS and the Developer in respect of the INPS software.

3. The customer shall:
   - not copy the INPS software (other than for normal operation) nor (subject to such limited rights as cannot be excluded by applicable law) to disassemble, decompile or reverse engineer the INPS software;
   - not translate, modify, lease, rent, loan, redistribute, sub-lease, sub-license or create derivative works from the INPS software;
   - maintain accurate and up-to-date records of the number and location of all copies of the INPS software;
   - supervise and control use of the INPS software in accordance with the terms of its agreement with the Developer;
   - reproduce and include any proprietary notices which appears in, or on, the INPS software on all copies; and
   - not use the INPS software for any immoral, illegal or for any other purpose which may be determined threatening, abusive or harmful.

4. The INPS software is provided on an "*as is*" basis without any warranty of any kind either express or implied including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement except to the extent that by statute liability may not lawfully be excluded in an agreement of this nature.

5. All copyright, trade marks and other intellectual property rights subsisting in or used in connection with the INPS software (including but not limited to all images, animations, audio and other identifiable material relating to the software) are and remain the sole property of INPS (or its third party licensors as appropriate).

6. The customer further acknowledges the following:

- the Vision Software is subject to the same confidentiality provisions as our set out elsewhere within the contract;

- the customer to provide INPS (and its relevant third party licensor(s), as appropriate) such reasonable assistance   as may reasonably be required for the purpose of auditing the end users use of the API (to ensure compliance with these third party licensing terms) and providing the services.

- Neither the Supplier nor INPS make any representations in respect of the API other than those expressly provided for in the Documentation;

- the customer shall bring any claims they might have in relation to their use of the INPS partner product(s) (which definition should include reference to the API) directly against the Developer and not its third party licensor(s) (including, INPS);

- the software is intended to aid and supplement, not substitute for, the expertise and judgment of physicians, pharmacists or other healthcare professionals. All information is provided on the basis that the healthcare practitioners responsible for patient care will retain full and sole responsibility for deciding any treatment to prescribe or dispense for all patients and, in particular whether the use of information provided by the relevant system is safe, appropriate, or effective for any particular patient or in any particular circumstances.

Insignia (PAM Score) (If project has stipulated that it wants to enable Social Prescribing Link Workers to carryout Patient Activation Measure Assessments)

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16   Definitions Used

- **Data Extraction Tool** means a tool provided by the Supplier, which enables the user to access and download all or parts of the data uploaded on to the Software in connection with the Social Prescription Programme (including Personal Data relating to Patients, the identity and role of Professional Users, as well as case notes and attendance notes uploaded by Professional Users);

- **Data Exporter** means any individual authorised or enabled to access the Data Extraction Tool;

- **Extracted Data** means any information downloaded from the Software or accessed using the Data Extraction Tool or otherwise by the Buyer, its personnel and/or any other individual enabled by the Buyer or its personnel to download or access the same;

- **Implementation Plan** means the timetable set out in the Commercial Terms; (see table below)

- **Self-refer** means using a Self-referral Web Form to contact a Social Prescription Hub for the purposes of receiving Social Prescription Services;

- **Self-referral Web Form** means the web form provided by the Supplier to the Buyer;

- **Social Prescription Hub** means a hub linked to the Social Prescription Programme, at which healthcare professionals can make social prescription referrals;
- **Social Prescription Programme** means the social prescription programme organised and/or overseen by the Buyer, whereby Professional Users will use the Software to set up, manage, provide and/or evaluate Social Prescription Services for Patients (up to the maximum number set out in the order form/Statement of Work;
- **Social Prescription Services** means assessing the social, emotional or practical needs of a Patient and making referrals on the basis of such assessments, and tracking the Patient's progress in connection with the same;

17   Data Extraction Tool Clause

This clause shall apply if the Supplier is providing the Buyer with the Data Extraction Tool.

The Client acknowledges that:

- the Data Extraction Tool enables the user designated by the Buyer to access and download any and all data uploaded on to and held on the Software in connection with the Social Prescription Programme, which includes Personal Data relating to Patients, the identity and role of any and all Professional Users involved in the Social Prescription Programme (or any part of it), as well as case notes and attendance notes uploaded by those Professional Users;
- the data accessible using the Data Extraction Tool is not anonymised and is likely to include sensitive and confidential medical information relating to Patients (which information falls within the definition of Special Categories of data);
- it is the responsibility of the Buyer to ensure that it has such agreements in place with the Data Exporter (in respect of their access to and use of any Extracted Data) and any Professional User as the Buyer may deem necessary or desirable; and
- it is the responsibility of the Buyer to ensure that the details provided to the Supplier identifying the designated Data Exporter are correct and that any and all confidentiality and other agreements which may be required by the Buyer are in place with the Data Exporter or Exporters designated by them.
- The Client may from time to time notify the Supplier if it wishes to change the identity of the Data Exporter or add an additional Data Exporter, provided it notifies the Supplier in writing with no less than 2 Business Days' notice.