



G-Cloud Call-Off Contract – Operational Terms

Concentric, Concentric Health Ltd

Introduction

This document sets out the operational terms and expectations that apply when the Concentric digital consent service is procured under the Crown Commercial Service (CCS) G-Cloud framework.

It describes the operational content included in the main body of the CCS Call-Off Contract, excluding the Service Definition and Pricing schedules, which are provided separately, and is intended to support clarity and shared understanding for Buyers when placing a G-Cloud call-off.

This document does not replace or override the CCS Framework Agreement or the Call-Off Contract agreed between the Buyer and Concentric Health.

Additional services

The core Service is provided in accordance with the Service Definition and Pricing schedules agreed in the CCS Call-Off Contract.

Where required, additional services may be agreed between the Buyer and Concentric Health during the term of the Call-Off Contract. Any such additional services must be expressly set out in the Order Form or agreed through a formal contract variation, including confirmation of scope, charges, and applicable terms.

Additional services may include, for example:

- additional training or onboarding support,
- additional project management or service support, or
- additional technical or integration support.

No additional services are provided, and no additional charges apply, unless expressly agreed in writing and documented in accordance with the Call-Off Contract.

Quality standards

Concentric Health shall comply with the following quality and clinical safety standards in the delivery of the Service under the Call-Off Contract:

- **NHS Digital Technology Assessment Criteria (DTAC)**, demonstrating suitability for use within NHS organisations, and
- **NHS DCB0129 – Clinical Risk Management**, including maintenance of an approved clinical safety case for the Service.



Compliance with these standards is maintained throughout the term of the Call-Off Contract. Evidence of compliance is available on request and is published where appropriate.

Technical standards

Concentric Health shall comply with the following technical and information security standards in the delivery of the Service under the Call-Off Contract:

- **NHS Data Security and Protection Toolkit (DSPT)**, meeting or exceeding the applicable standards, and
- **Cyber Essentials Plus**, with annual certification.

Compliance with these standards is maintained throughout the term of the Call-Off Contract. Evidence of compliance is available on request and published where appropriate.

Service levels

The Service is provided in accordance with Concentric Health's standard Service Level Agreement, which applies consistently across all Call-Off Contracts.

Service Availability

The Service is provided with a target availability of **99.95%**, measured over a 12 month period (equivalent to a maximum of 4 hours and 23 minutes of unavailability per year). No service credits apply to service availability.

Support Response

Support requests raised by the Buyer are responded to by a human within one working day.

Incident Management and Resolution

Incidents are assigned a priority based on impact and urgency. The standard target resolution times are:

Priority	Example	Target resolution time
P1	Service unavailable	2 working hours
P2	Critical path blocked (e.g. unable to create consent episode)	8 working hours
P3	Major functionality issue (e.g. unable to complete consent)	48 working hours
P4	Significant, non-blocking defect	Next planned release
P5	Minor issue or feature request	Backlog prioritisation

Onboarding

Service onboarding is delivered in accordance with Concentric Health's standard implementation approach, led by the clinical operations team and supported by the Concentric delivery playbook, as described in the Service Definition. The implementation approach includes integration activities and structured support through deployment and transition to business as usual.



Offboarding

Offboarding is delivered in accordance with Concentric Health's standard offboarding approach, as described in the Concentric Health Offboarding Plan.

The offboarding approach provides a structured process, including a planning phase and an operational transition phase, to support service exit. This includes defined options for data access, retention, transfer, and deletion, in line with the Buyer's responsibilities and applicable records management requirements, as set out in the Offboarding Plan.

Buyer's responsibilities

The Buyer is responsible for:

- satisfying itself that the Service meets its organisational and clinical requirements at the point of procurement,
- cooperating with Concentric Health on all matters relating to the timely and effective delivery of the Service,
- ensuring that a Data Protection Impact Assessment (DPIA) is completed and approved, and that any resulting actions are implemented,
- ensuring that appropriate organisational clinical safety approvals are in place, including completion and approval of a DCB0160 clinical safety case, and
- ensuring that end users are appropriately trained and understand their responsibilities when using the Service, including professional and clinical responsibilities, data integrity and information security responsibilities, and accessibility and appropriate patient access considerations.

Subcontractors or partners

Concentric Health may use subcontractors and third-party service providers to support delivery of the Service. Concentric Health remains responsible for the performance of the Service and for compliance with the Call-Off Contract.

At the point of contract award, the Service is supported by the following categories of subcontractors and partners:

- **Cloud hosting and infrastructure providers**, used to host and operate the Service, and
- **Communications service providers**, used to support email and SMS notifications as part of the Service.

A current list of third-party processors used to deliver the Service is maintained and made available to Buyers. Concentric Health will notify the Buyer of any material changes to its use of subcontractors. Details relating to international data transfers and the applicable legal transfer mechanisms arising from the use of third parties are set out in Schedule 7, Annex 1 (Processing of Personal Data).



Processing of Personal Data

This section sets out the information required to populate Schedule 7, Annex 1 (Processing of Personal Data) of the CCS Call-Off Contract.

Identity of Controller for each Category of Personal Data

For the purposes of the Data Protection Legislation and Schedule 7 of the Call-Off Contract, the Buyer acts as Controller and Concentric Health acts as Processor in respect of all personal data processed in connection with the Service.

Duration of the Processing

The Supplier processes personal data for the duration of the Call-Off Contract and in accordance with the Buyer's instructions as Controller.

The Supplier will only delete personal data on the documented instruction of the Controller. The practical implication of this is that data is retained until such instruction is received, subject to technical and commercial feasibility.

Data retention and deletion are managed in accordance with Concentric Health's Data Retention Policy, which sets out the principles and processes governing record retention, deletion requests, and end-of-contract scenarios.

Nature and Purposes of the Processing

Purpose: Processing is undertaken to support the Buyer's statutory and clinical functions, and the Supplier's obligations arising under this Call-Off Contract. Concentric is a digital consent to treatment application used to document consent information and decisions.

Nature: The Buyer is the source of patient and clinician personal data, provided either through manual entry or system integration. Special category health data, forming part of the consent record, is entered by clinicians during the consent process. Processing is carried out in support of the Buyer's lawful bases under the UK GDPR, including:

- Article 6(1)(e) – performance of a task carried out in the public interest or in the exercise of official authority, and
- Article 9(2)(h) – provision and management of health or social care.

Categories of Data Subjects and Personal Data

The Service involves the processing of the following categories of data subjects and personal data.

Patients – personal data:

- Title, given name(s), and family name
- Date of birth
- Gender
- Hospital number and/or NHS number
- Email address and/or mobile number



For clinical safety reasons, identifying data (excluding contact details) is displayed during clinician interactions with a patient record and appears on the consent summary PDF. Contact details are processed to support the digital sharing of consent information with patients.

Patients – special category data (health data):

- Treatment details, including procedure name, laterality, and anaesthetic choices
- Indication for and purpose of treatment
- Alternative treatment options
- Risks of treatment
- Additional resources shared
- Clinician notes
- Consent decisions, including any additional or optional consents

This information forms the consent record and is required for clinical, medicolegal, and evidential purposes.

Clinicians – personal data:

- Name and job title
- Email address
- GMC number (where provided)

All activity within the Service is associated with the authenticated user to support auditability and evidential integrity. Email addresses are processed to support authentication and access, typically via single sign-on.

International Transfers and Sub-Processors

The Service uses third-party processors to support hosting and communications functionality, including:

- **Google Cloud Platform (GCP):** Used for hosting and infrastructure. UK-based data centres are used for UK healthcare organisations. Concentric Health's use of GCP does not involve cross-border transfers.
- **Postmark (ActiveCampaign):** Used to send emails containing personal data (but no special category data) to clinicians and patients. This involves the cross-border transfer of limited personal data to the United States.
- **Twilio:** Used to send SMS messages containing personal data (but no special category data) to patients. This involves cross-border transfer of limited personal data to the United States and the European Economic Area.

Where cross-border transfers occur, appropriate legal transfer mechanisms are in place in accordance with the Data Protection Legislation.

An up-to-date list of third-party processors is maintained by Concentric Health and made available to Buyers.

Return and Deletion of Data once Processing is complete



Personal data is retained and deleted in accordance with the Buyer's instructions as Controller and in line with Concentric Health's Data Retention Policy and Offboarding Plan.

Hard deletion of personal data is carried out only on the documented instruction of the Controller. For each hard deletion event, Concentric Health records a non-identifiable audit entry, including:

- a deletion reference ID, which is provided to the Controller as confirmation that deletion has been completed
- the date and time of deletion, and
- whether deletion occurred at the episode, patient, or tenant level.

Where data return is requested in the context of service offboarding, Concentric Health supports the secure return of tenant-level data. This consists of:

- a raw extract of tenant-specific data, including audit trail information; and
- consent summary PDFs for each episode in which a consent event has occurred.

Following completion of a hard deletion:

- no copy of the deleted data is retained by Concentric Health,
- the Controller becomes the sole custodian of any transferred data assets, and
- the Controller assumes responsibility for any medicolegal and evidential implications arising from deletion of the record, as Concentric Health is unable to recreate deleted records or provide associated audit information without a separately commissioned agreement.