GP IT Futures Framework Agreement

Schedule 2.3

Call Off Order Form

Date	Version	Comments	Status
23 May 2019	V1.0	ITT Version	Retired
26 August 2020	V1.1	Changes	Retired
23 September 2020	V1.2	Vaccines Programme changes	Retired
5 September 2022	V1.3	Commercial changes	Effective
7 October 2022	V1.4	Update to definitions and governance parameters	Effective
04 November 2022	V1.5	Update to Service Management and performance parameters	Effective
23 November 2022	V1.6	Revision to structure, definitions and formatting	Effective

Call Off Order Form

This Call Off Order Form is used to order services under Lot 1 of the GP IT Futures Framework 1.

It must be completed on the following basis:

- When executing a Direct Award procedure or an On-Catalogue Further Competition Procedure, it must be completed before entering into a Call Off Agreement; as described in Section E.
- When executing an Off-Catalogue Further Competition, it must be completed as part of the Further Competition Invitation, noting that only a subset of the Call Off Ordering Party sections can be completed as part of the Further Competition Invitation and with the Supplier sections and Call Off Ordering Party sections that include Supplier specific details being completed with the winning bidder details from their tender.

Call Off Ordering Parties should refer to the Catalogue Buyers Guide (which will be made available via the Catalogue) before executing any procurement procedure as this sets out your options and how to execute them in detail.

The Call Off Order Form consists of the following sections:

Section A – General information
Section B – Details of the requirement
Section C – Milestones, Milestone Achievement Criteria and Implementation Plan requirements
Section D – Supplier response
Section E – Call Off Agreement award

Sections in blue should be completed by the Call Off Ordering Party and sections in light grey should be completed by the Supplier.

Section A
General information

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement.

The Supplier will supply the Services specified in this Call Off Order Form to the Call Off Ordering Party and the Service Recipients, on and subject to the terms of this Call Off Order Form and the Call Off Terms (together referred to as the "Call Off Agreement") for the duration of the Call Off Term.

The Call Off Terms that will apply to the Call Off Agreement are as specified in the Template Call Off Terms Framework Schedule 2.2 (*Call Off Terms*). The Call Off Ordering Party and Supplier details are as set out below:

Call Off Ordering Party details	
Call Off Ordering Party: NHS Commissioning Board (known as NHS England)	
Call Off Ordering Party Representative and relevant details (including for the delivery of notices)	
Name of representative:	[redacted]
Address:	
Email address:	
Telephone number:	

Supplier details	
Supplier: Egton Medical Information Systems Limited (CRN: 02117205)	
Supplier Representative and relevant details (including for the delivery of notices)	
Name of representative:	[redacted]
Address:	
Email address:	
Telephone number:	

Section B

Section B.1 Call Off Agreement details

Call Off Commencement Date~:	1st October 2022
Call Off Agreement Expiry *:	30th September 2023

Notes:

~ The Authorities confirm that the Commencement Date shall be the recorded date from which this Call-Off Agreement shall be effective on and between the Parties and irrespective of the actual date of execution via signature, by each Party.

This Call-Off Agreement, operates subsequent and continuous to previous Supplier engagement for the Services, therefore no ***Call Off Agreement Initial Period****, is applicable to this Term.*

** The 12-month duration (the "****Term****") of this Agreement shall not be extended post the Agreement Expiry date.*

This Call Off Agreement may be terminated for convenience by the Call-Off Ordering Party at any time, with notice made in writing no less than 30-days in advance, to the Supplier. In accordance with the Call Off Terms, termination costs or compensation to the Supplier, shall be applicable from either Party for any reason.

This Call Off Agreement is applicable to those services provided for vaccination of COVID and/or co-administration of COVID and Flu vaccinations only; In the event of claim under "co-administration", the specific Service Recipient must be exclusively operating co-administration vaccinations to be eligible and counted as an Active Site and claim remuneration for the vaccinations undertaken; For the avoidance of doubt Flu only Service Recipients shall not be remunerated under this Agreement.

Delegated Authority Rights

The Call-Off Ordering Party enters into this Call-Off Agreement to procure Services which will support its work on the Vaccination Deployment Programme (VDP); on a daily basis, the Catalogue Authority shall provide the management for the delivery operation of such Services; together the "**Authorities**".

To expedite operational requirements and delivery decisions in respect of the Supplier and/or its Services, the Call-Off Ordering Party provides for delegated authority to the Catalogue Authority, to enact any decisions, but only to the extent that such decisions have been discussed and agreed between the Authorities in advance.

Proprietary Clinical Data:

All data and information relating to or arising from COVID 19 vaccinations, tests or processes either in raw form or aggregate form, supplied to or accessed by, the Supplier or the Supplier's Catalogue Solution(s) including any requirement on the Supplier to generate, process, store or transmit such data pursuant to this Call Off Agreement and including dashboards and record level data (with or without patient identifiable data) ("Proprietary Clinical Data") shall be treated as Confidential Information by the Supplier, and shall fall within the scope of the restrictions in clause 22 of the Commercial Standard (in relation to NHS Data as defined in the Commercial Standard) and the restrictions set out in clause 16.1.2, 16.1.3 and 16.1.4 of the Call Off Terms (in relation to Call Off Ordering Party Data, Personal Data and/or clinical data, care provision data and other Service Recipient related operational data).

Accordingly, with the exception of meeting the reporting requirements set out in the Capabilities encompassed by the Catalogue Solution, the Supplier shall not disclose such Proprietary Clinical Data to any party other than the Data Controller (i.e. the relevant Service Recipient) and shall not copy or re-use such Proprietary Clinical Data except as expressly permitted by the Data Controller or applicable law, the Call Off Ordering Party or its authorised agent in order to perform the Services pursuant to this Call Off Agreement.

Section B.2 Service Recipients

A "**Service Recipient**" within the scope of this Call Off Agreement shall be a GP-led vaccination site including any PCN, GP practice or GP hub and also any Community Pharmacy location performing COVID and/or combined COVID&FLU vaccinations to the English public.

The details of all Service Recipients that order Services from the Supplier, under this Call Off Agreement, shall be recorded and maintained by the Supplier on the **"Vaccinations Service Instance Register" -** a template for which is provided separately. The Supplier shall be obliged to provide up to date copy of such register in advance of each monthly service performance review and Quarterly True-up meeting, as further defined under Section D4 herein.

The Supplier shall provide its Catalogue Solution(s) for all Service Recipients, with the following standard requirements (together the **"POC Specification"**):

a) Compliance to the **"Capabilities"** as set out in the link: Vaccination and Adverse Reaction Recording; and
b) including the "MUST" and "MAY" criteria accordingly, for all defined Epics within the Capabilities
c) Conformity to the specification for the Catalogue Solution system, as set out in the link: https://digital.nhs.uk/developer/api-catalogue/vaccination; and
d) any addition or amendment to the above items, managed via the process described in the "Changes to the POC Specification" section below.

The POC Specification shall be applicable to the Catalogue Solution(s) and Service Instances as set out in section B.3 below.

Changes to the PoC Specification

The Catalogue Authority may publish amended versions of the PoC Specification from time to time throughout the term of this Call Off Agreement. Unless otherwise agreed in writing with the Catalogue Authority, maintaining compliance against the most up to date published version of the PoC Specification is a condition of continued engagement and is required in order to achieve and/or maintain a Catalogue Compliant Status, as further detailed in the Catalogue Agreement.

The Catalogue Authority shall consult with the Supplier on any proposed changes to the PoC Specification; assessing the materiality of such changes; the likely delivery plan for Suppliers to implement any such changes; and the applicable commercial treatment , in respect of the Non-Material or Material Change processes. The Catalogue Authority shall reasonably consider representations made by Suppliers prior to publishing any new version of the PoC Specification; however, the final decision as to the actual progression of any change and timescale for implementation shall be at the Catalogue Authority's discretion, acting reasonably. Upon publication of an updated PoC Specification, the Catalogue Authority shall notify the Supplier in writing of the specified delivery date(s) by which the Catalogue Solution must be compliant against the updated PoC Specification (the **"Compliance Date"**).

The Catalogue Authority recognises the following definitions of change, which the Supplier may use to determine its method to manage and implement such required change. The information, rules and processes to be applied respectively, are set out below in this section B2 and which shall determine the applicable fees for each type of change, as defined in section D3 (Charges Information):

A **Non-Material Change**, shall mean any change to, and/or development of, the Catalogue Solution (such items as configuration items) where implementation is required to achieve ongoing function and compliance to the currently published POC Specification. Non-Material Changes can be progressed without specific approval from the Catalogue Authority and the costs for such efforts are covered through the POC Specification Conformity Fee, as described in Section D3.
As examples, Non-Material Changes may include any of the following, from the non-exhaustive list below:

- Introduction of new SNOMED codes for new vaccine products within the existing vaccine set and infrastructure (e.g. Covid 19 or Covid/Flu etc)
- Changes in the vaccine product naming or configuration. 1 dose, 2 dose, booster etc.
- Additional screening questions as this is a configurable element
- Changes to Vaccine Batch formatting validation rules
- changes to eligibility categories to be captured, and their mappings to Extended attribute codes for vaccinations that already flow extended attributes.
- changes to BSA supplement flag, where based on data already captured in the PoC (including screening questions.)
- changes to any configurable values (i.e. no creation of records more than 7 days in the past

- certain required changes to standard configuration items

- other SNOMED code changes, e.g. indication, route, site of vaccination etc
- system availability changes (e.g. 6am to midnight being changes to 24 hour access)
- timeframes for submission of records to NHSD (currently within 48 hours of capture)
- any changes to requirements for submission of files (e.g. daily to hourly/weekly etc)

At any time during the Term, the Catalogue Authority may make update to the PoC Specification; If the Supplier determines in its opinion, that such update requires it to implement changes constituting a "**Material Change**" (as further defined in Section D3 herein) to its Catalogue Solution, it shall raise this to the Catalogue Authority. Where the Catalogue Authority agrees this determination, such changes shall be remunerated separately from the "**POC Specification Conformity Fee**" (as further defined in Section D3 herein) and the Supplier shall be required to provide to the Catalogue Authority, an assessment of such changes (an **"Impact Assessment"**) which shall include at least the following information: effort required (per day and per FTE), any impact to service delivery, timescales and phases for implementation (as an agreed implementation plan) and price to deliver such changes.

The Catalogue Authority shall review the Impact Assessment for potential commercial, financial and Service impacts, Following such review, the Catalogue Authority may (at its sole discretion and only to the extent permitted by relevant procurement laws and regulations) agree to either:

- an increase in applicable Charges; or
- make a one-off payment to the Supplier to contribute towards its additional costs; or
- continue to pay the standard fees but not require the Supplier to deliver the material change.

The Catalogue Authority shall provide its acceptance (or not) in writing; acceptance must be received by Supplier, prior to commencing billable work on the Change.

Irrespective of whether the change is determined to be Material or Non-Material, in the event that the Supplier either:

- fails to meet the specified Compliance Date for any change; or
- notifies the Catalogue Authority that it is unable to meet the specified Compliance Date; or
- notifies the Catalogue Authority that it does not intend to comply with the most up to date version of the PoC Specification,

then the Authorities may at their discretion:

- grant the Supplier a waiver or extension of time to comply with the most up to date version of the PoC Specification; or
- terminate this Call Off Agreement, in accordance with Section B1 herein and where the Supplier shall act to transition all in-scope Service Recipients, as the Catalogue Authority may define, within the 30-day notice period.

In the event that the Supplier repeatedly fails to implement any required change, and/or is found to be non-compliant with the POC Specification without written acknowledgement from the Catalogue Authority, then the Catalogue Authority may at its discretion declare the Supplier to be in a state of "**Supplier Default**". In such case the Catalogue Authority shall be entitled to exercise its rights under clause 42 of the Catalogue Agreement, to trigger Service "Remediation"; or may, as permitted under clause 43 of the Catalogue Agreement, escalate straight to Suspension of Supplier Services.

Further, if the Call-Off Ordering Party terminates the Call-Off Agreement, including in accordance with its right to terminate without cause as defined in Section B1, then it may use the Catalogue Authority to issue notice of Termination. Upon such notice being served on the Supplier, the Supplier shall immediately commence transition of all in-scope Service Recipients, to any other supplier that the Catalogue Authority shall identify to the Supplier, at their sole discretion, such that this transfer process is complete within the 30-days' notice or any other term that the Authorities may reasonably define.

For this reason, the Supplier's "Exit Plan" defining its transition strategy in full, shall be updated regularly and reviewed at the Quarterly Update Meetings for compliance (as described in Section D4 herein).

Section B.3 Details of the Service Instances required

The **Service Instance Commencement Date** for any Service Recipient is that date, confirmed in writing by the Service Recipient to the Supplier, on which operational "go-live" of the Catalogue Solution at the Service Recipient site, is achieved (i.e. that the Catalogue Solution has been successfully deployed onto Service Recipient systems and it has the ability to record Vaccination Events from that date) and is the date from which the Supplier may claim any Active Site fee due (in accordance with the terms of Section D3 herein). The Supplier must notify the Catalogue Authority in writing, of each new Service Recipient and Service Instance Commencement Date, by forwarding the confirmation provided by the Service Recipient to the Authority's National Booking Service email provided here: <nbsonboarding@nhs.net>.

In respect of this Call Off Order Form, the following definitions shall apply:

An **"Active Site"** shall mean a Service Instance at which at least one (1) Vaccination Event is recorded in the Service Period; for the avoidance of doubt, the Supplier shall not invoice an Active Site Fee for any Service Recipient that records no Vaccination Events in the Service Period, an **"Inactive Site".**

A "**Vaccination Event**" shall mean any record of provision of COVID-19 vaccine and/or Flu vaccine (but solely in respect of Covid&Flu vaccination co-administration) injected into a natural person, recorded by the Service Recipient via the Catalogue Solution at the Point of Care at the point the patient sees the clinician/vaccine provider, but irrespective of whether a vaccination is actually carried out. For example, a Vaccination Event would include a situation where a patient attended their GP practice to receive a vaccination but was subsequently ruled as ineligible by the clinician (ie through screening conducted at the Point of Care, as this would be captured in the Catalogue Solution); whereas a rescheduled vaccination, with no patient attendance and/or no clinical review, would not be a Vaccination Event.

All Service Instances deployed by the Supplier, shall include only the Catalogue Solution / Additional Service, as defined below:

Catalogue Solution Id, name, and unit of order	Additional Service Id, name and units ordered	Associated Service Id, name and units ordered
ID: C47 **Catalogue Solution Name:** Helix VaxApp **Unit of order:** per Active Service Instance/month per Vaccination Event recorded	**ID:** **Catalogue Solution Name:** **Unit of order:**	N/A

Section B.4 Optional requirements

Additional Clause - *Are "Security measures" required?* *(See Call Off schedule 5.7 (Additional Clauses), paragraph 2.2.1)*	**No**
Is the Call Off Ordering Party a Non-Crown Body? *(See Call Off schedule 5.7 (Additional Clauses), clause 2.1.1)*	**No**
Is the Call Off Ordering Party a Non-FOIA Public Body? *(See Call Off schedule 5.7 (Additional Clauses), clause 2.1.2)*	**No**
Is the processing of Personal Data outside the UK permitted (i.e. in Restricted Countries)? *(See Deed of Undertaking for Data Processing)*	**No**

Catalogue Solution and Service Instance ID	If any response above is "Yes", for any Catalogue Solution/Additional Service listed in section B.3; list below all jurisdictions under which Processing of Personal Data is permitted:
C47	**N/A**

Section B.5 Associated Services

None

Section C

Section C.1 Milestones and Milestone Achievement Criteria

Milestones:

The Milestones and Milestone Achievement Criteria set out below, are applicable to all Implementation Plans. The Call Off Ordering Party reserves the right to amend the Milestone Achievement Criteria, in respect of any particular Service Instance, in specific cases and where appropriate and reasonable to do so.

With regard to orders to provide Service Recipients with the Catalogue Solution under this Call Off Agreement, the following shall apply:

- Where a Service Recipient requires use of the Catalogue Solution, it must obtain approval from the Call Off Ordering Party to do so, prior to any Supplier implementation commencing. Therefore, the Supplier must ensure that it has copy of such approval in order that the Service Recipient can be included as an Active Service Instance, for remuneration in accordance with the invoicing procedures referred to in section B3.
- For each Service Recipient, the Supplier shall submit the evidence, as defined under Section B., including each new Service Recipient's approved use of the Catalogue solution, and any further documentation that the Catalogue Authority may reasonably require, to support each monthly invoice submitted.
- Evidence for Milestone M1 (as defined in the table below) must be sent to gpitfutures@nhs.net with a title of "Vaccination Solution Milestones". On receipt, the Call Off Ordering Party and/or the Catalogue Authority will either confirm acceptance or provide rejection of the evidence to the Supplier, responding using the email address from which the Supplier sent the evidence provided.
- "**Controlled Go-Live" (CGL)** is defined as being the process by which the Supplier's Catalogue Solution is evaluated in a live environment, for compliance to the PoC Specification 4.0. Where this is approved by the Catalogue Authority, a subsequent evaluation, where Suppliers are permitted to flow production data to a limited number (to be agreed in advance by the Catalogue Authority) of Service Recipients (the "**CGL Service Recipients**") shall be undertaken, in accordance with the Accelerated Assurance Process for COVID-19 Vaccination Point of Care Solutions.
- During the period of Controlled Go-Live the Catalogue Authority will monitor those Vaccination Events captured by the Catalogue Solution at the Service Recipient site, to ensure that this data is successfully sent onward to each of the three clinical systems in use in England. Where this has not been achieved prior to the end of Controlled Go-Live for any specific (new) Service Recipient, the Supplier must notify the Catalogue Authority, that this Service Recipient is operating a clinical system that has not been observed under the Controlled Go-live enhanced monitoring levels. The Catalogue Authority will then implement an enhanced monitoring service wrap to support the initial phase of implementation/operation with that new consuming Service Recipient.

Milestone Achievement Criteria

Where more than one set of Milestone Achievement Criteria are specified then the mapping of each set of Milestone Achievement Criteria to the Service Instances listed in the Order Summary must be clearly stated.

Milestone M0: Compliance Achievement for the Catalogue Solution	
Unique Ref	**Acceptance Criteria**
M0-1	The Supplier achieves Conditional Compliance or Full Compliance under either the full Catalogue or accelerated onboarding process.

Milestone M1: Controlled Go Live (applicable CGL Milestones)	
M1-1	Not used
M1-2	The Supplier shall evidence to the Catalogue Authority's satisfaction that the Catalogue Solution has been configured, as necessary, to meet the Service Recipient's operational requirements.
M1-3	The Supplier shall evidence to the Catalogue Authority's satisfaction that the Supplier obligations defined under Training Standards have been met.
M1-4	Where the Supplier is responsible for training, the Supplier shall evidence to the Catalogue Authority's satisfaction that the End Users, at the appliable Service Recipient site are trained to the extent that they can use the Catalogue Solution to fulfil their relevant business functions.
M1-5	The Supplier shall evidence to the Catalogue Authority's satisfaction that the applicable national (and other) systems' interfaces can be connected to and accessed from the Catalogue Solution for the required exchange of data.
M1-6	The Supplier shall evidence to the Catalogue Authority's satisfaction that all "MUST" requirements defined under the POC Specification version 4.0 have been met or are subject to a "Work Off Plan" (as defined below) in order to allow the Supplier to exit Controlled Go-Live phase.
M1-7	*Not used*
M1-8	The Supplier shall evidence to the Catalogue Authority's satisfaction that the Supplier will meet their Call Off Ordering Party related obligations set out within the Service Management Standard, and as may be further defined herein.
M1-9	*Not used*
M1-10	*Not used*
M1-11	Approval must be obtained by the Supplier, from both the Call Off Ordering Party and the Catalogue Authority that they agree that all Milestone M1 activities have been successfully completed.

Neither Supplier nor its proposed Service Recipients selected for CGL shall have any outstanding payment reconciliation issues when progressing their submission, the Supplier should obtain confirmation from any potential Service Recipients prior to deploying the Catalogue Solution to them, confirming that they are not subject to outstanding payment reconciliation issues; the Supplier is required to provide this confirmation for all parties to the Catalogue Authority ahead of progression. Where any CGL candidate Service Recipients have outstanding payment reconciliation issues, the Authorities will prioritise resolution wherever possible.

At the discretion of the Catalogue Authority, it may permit the Supplier to increase the number of Service Recipients engaged within the scope of CGL from two (2) up to a maximum ten (10) sites. However, before the Supplier can make any increase in its scope of CGL, it must have undergone and been approved by the appropriate Catalogue Authority assurance processes, as defined within the Catalogue Agreement and as may be additionally implemented from time to time.

The Supplier is not permitted to deploy to any other Service Recipients than those the agreed under scope of CGL until such time as it has completed and the Catalogue Authority has approved, all the above CGL Milestones. On successful completion of the CGL Milestones the Catalogue Authority will issue a Milestone Achievement Certificate ("**Dev Mac**") which point, shall entitle the Supplier to deploy the Catalogue Solution to any interested Service Recipients in accordance with the terms of this Call Off Agreement.

Section C.2 Implementation Plan requirements

Implementation Plans

As standard, only an **"Outline Implementation Plan"** is required from the Supplier to achieve "go live". No Detailed Implementation Plan (as defined within the Catalogue Agreement) shall be required, unless Service Remediation has been required and/or the Catalogue Authority makes such notification to the Supplier.

Each Outline Implementation Plan shall include the following, as a minimum:

- definition of each Milestone to be applicable;
- each Milestone Achievement Criterion;
- the key activities required from the Supplier and the relevant Service Recipient(s) to be completed in order to achieve acceptance.

Overview Implementation Plan

Where a number of Service Instances are scheduled to undergo implementation planning and/or actual implementation, the Call Off Ordering Party may require an **"Overview Implementation Plan**"; which will set out, as a minimum, the following for each of the in-scope Service Instances, yet to achieve Milestone M2: • the Milestone Dates for achievement of Milestones M1 and M2; • the start and end dates for any activity associated with migration of data to the Catalogue Solution"; • the start and end dates for the training activity. Where an Overview Implementation Plan is required, the Catalogue Authority shall define the specific Service Instances that it will encompass, below: *(where not required, enter "N/A")*
Service Instances included:
N/A

Work Off Plans

The **"Accelerated Assurance Process"** is a process used solely for the VDP and created specifically to support the rapid onboarding of new suppliers to the GPIT Futures Framework during the Pandemic, in order to provide the Services within the timescales required. This process allows any Supplier, new to the GPIT Futures Framework, to self-declare its compliance to the POC Specification and commence roll-out of the Services. Such self-certification shall be reviewed by the Catalogue Authority and audited by the Authorities, at an appropriate time. As part of that process, the Supplier may be required to enter into a Work Off Plan ("**WOP**").

The following provisions shall apply to any WOP required:

- Timescales for the undertaking of the WOP will be agreed between the Parties but in all cases (except in respect of certification to the required ISO standards) shall be concluded in a period of 3-6 months, and no longer than 6 months from the date that the Supplier first achieves CGL Milestone-M0 (defined above) unless specifically agreed in writing by the Catalogue Authority; and
- Timescales in which the Supplier must achieve ISO standard accreditation shall be agreed with the Catalogue Authority; any such extended accreditation period shall be documented by the Catalogue Authority in the WOP accordingly.

A Supplier's failure to meet the timescales and obligations defined in the WOP, shall be recorded as an instance of Supplier Default; in such case the Catalogue Authority shall be entitled to exercise its rights under clauses 42 of the Catalogue Agreement, to trigger Remediation and/or it may escalate straight to Suspension as permitted under clause 43 of the Catalogue Agreement.

Section D

If the Services are procured via a Direct Award or via an On-Catalogue Further Competition Procedure, the details below should be completed prior to entering into the Call Off Agreement. If the Services are procured via an Off-Catalogue Further Competition Procedure, the details below should be provided as part of the Tender.

Section D.1 Supplier service provision response

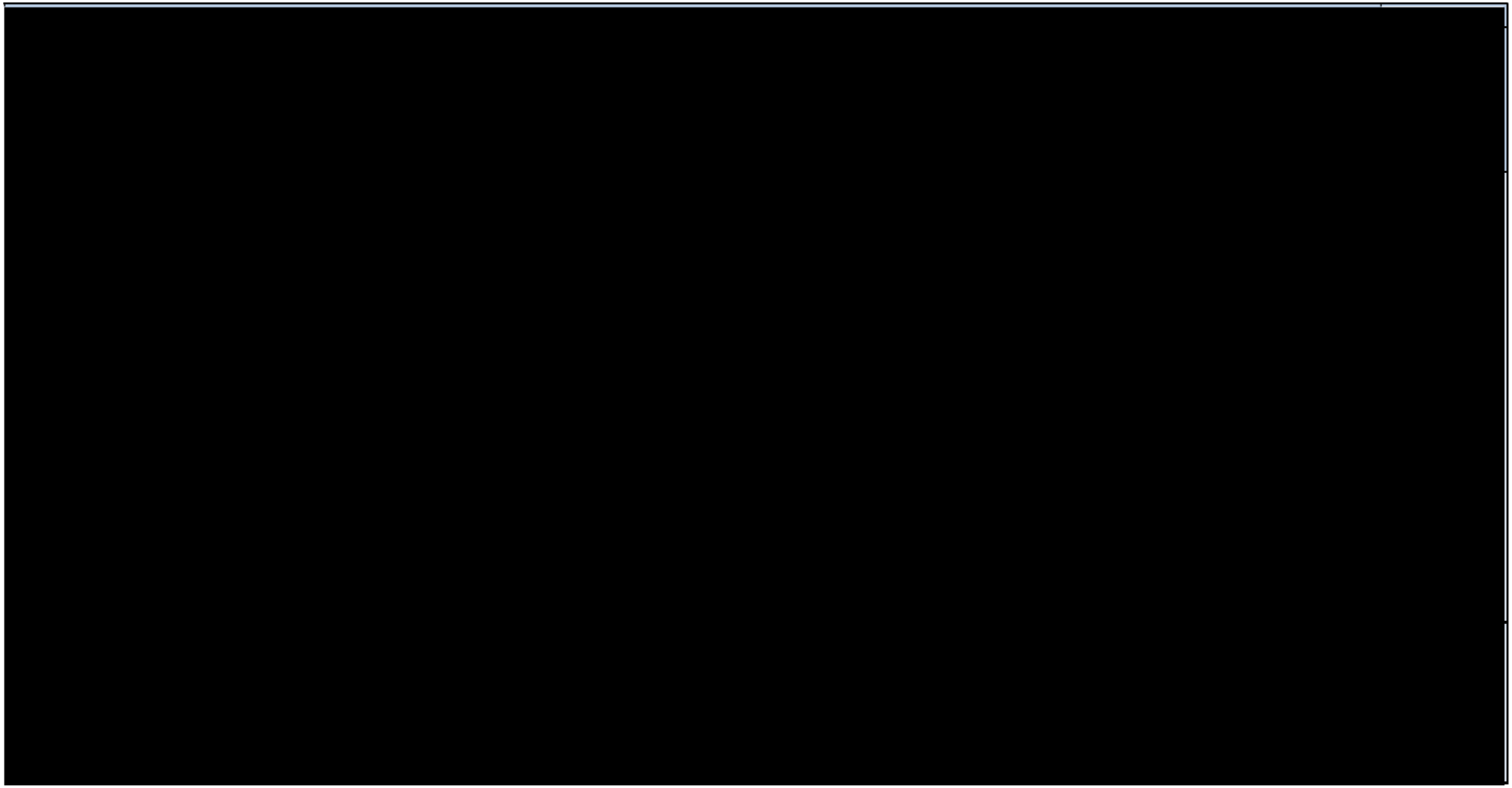
Commercially Sensitive Information Commercially Sensitive Information relating to the Supplier, its IPR or its business, or which the Supplier is indicating to the Call Off Ordering Party that, if disclosed by the Call Off Ordering Party, would cause the Supplier significant commercial disadvantage or material financial loss. *(Supplier to complete)*:
Supplier Rate card

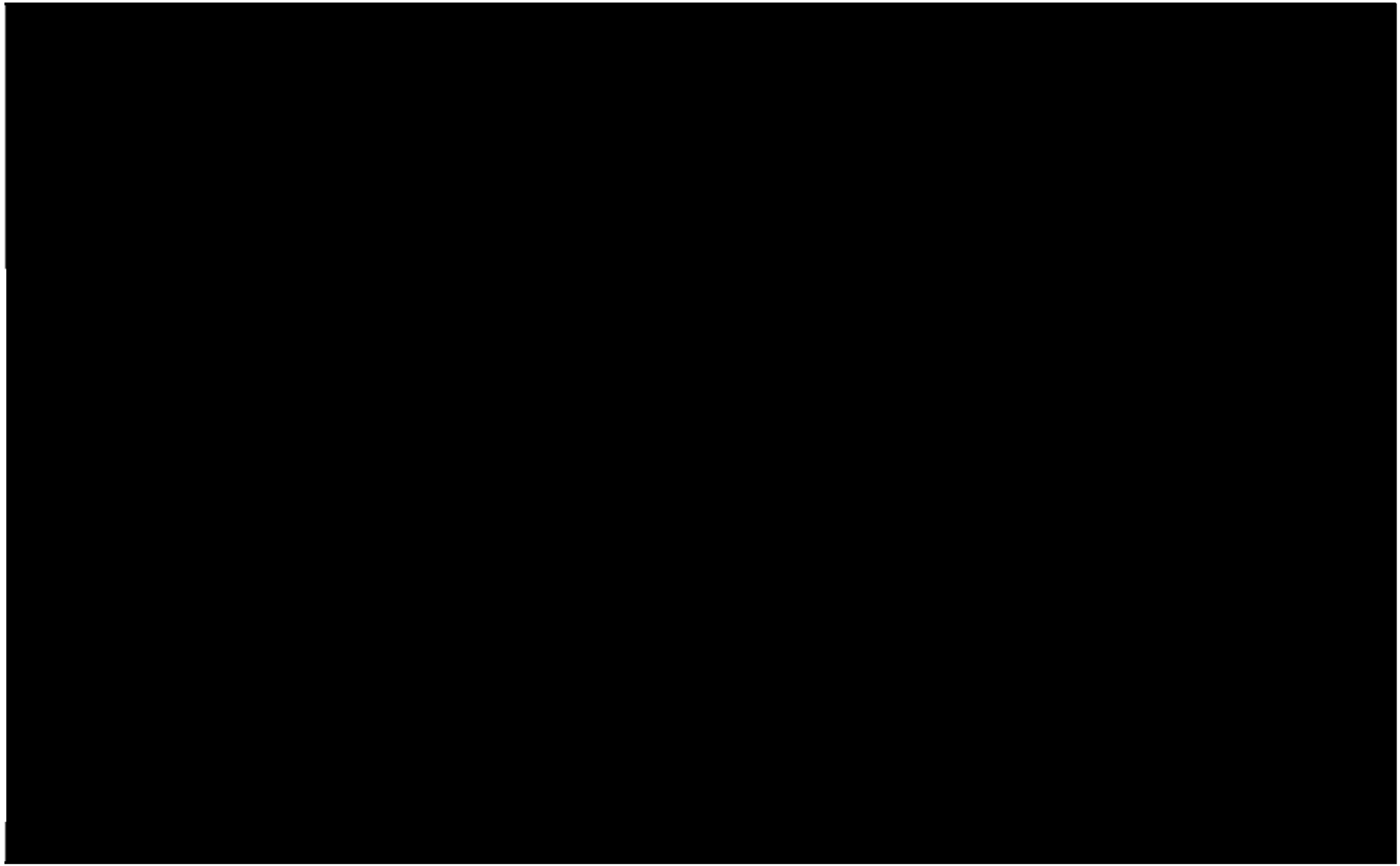
Exclusive Assets Please list any Exclusive Assets applicable to each Service Instance:	
Service Instance ID	**Exclusive Assets**

Section D.2 Specific Associated Services requirement responses

NA

Section D.3 Charges information





Charges Calculation and Reporting

On a monthly basis the Authorities shall engage the Supplier in a review of the previous month's service, in the "**Service Review Meeting**". The Supplier shall make available to the Authorities, the documents as defined under the Performance regime in Section D4, to allow for correct calculation of the Charges for Vaccination Events, Active Service Instances, and any Service Credits to be applied.

At the end of each financial quarter the Authorities shall engage the Supplier in a **"Quarter True-Up Meeting".**

At such meeting the Supplier shall provide an itemised breakdown report, in respect of its resources engaged, and effort hours expended, in the progression of each Non-Material Change which has been required by the Catalogue Authority to the POC Specification. Similarly, the Supplier shall present an itemised breakdown in respect of the resources and efforts expended, as defined in each prior agreed Impact Assessment for each Material Change, as required by the Catalogue Authority to the POC Specification; together these details will form the "**Change Report**".

This report shall be provided in advance of the Quarterly True-up Meeting, and in addition to the Monthly Service Pack, defined for changes applicable to each respective Service Period over the prior quarter period. The Catalogue Authority shall review and use such information, applied against the Supplier's agreed rate card with applicable discount (as defined below) in its Quarterly True-Up process, which shall determine whether the Supplier has incurred any Supplier Development Costs in the previous quarter.

"Supplier Development Costs" shall mean the incremental costs (calculated based on the Supplier's resource and effort allocation, against the agreed standard rate card (as below)) that have been incurred through the previous financial quarter for the development and/or changes required, which have been both:

- actually, reasonably and unavoidably incurred (in the Catalogue Authority's sole opinion) by the Supplier, in the pursuit of developments and/or changes to the Catalogue Solution to assure its Conformity to the PoC Specification by the defined Compliance Date for each in-scope change;
    - Therefore, only those costs relating to changes which have been fully completed and implemented to active service by the specified Compliance Date, shall be considered; and
- in total, are over and above, the sum of all POC Specification Conformity Fees and Material Change costs already paid by the Call Off Ordering Party.

Where the Authorities, in their sole determination, agree that the Supplier has incurred Supplier Development Costs, the Call-Off Ordering Party shall pay such additional remuneration to the Supplier, solely on the basis of **65%** of the applicable full day rate, as defined in the agreed Supplier rate card and for the avoidance of doubt, no costs shall be claimed in relation to any hardware, cloud services or other infrastructure costs, nor any costs that the Call Off Ordering Party could reasonably expect to be incurred in achieving Compliant Status.

The Supplier acknowledges that any payment for Material Changes shall only be made where an Authority approved Impact Assessment report has been agreed in advance, and that any remuneration shall only be made on a discounted basis, of 65% of the applicable rate as defined in the Supplier's agreed rate card, as below.

In consideration of this discounted remuneration, the Parties agree and acknowledge, to the extent that any Non-Material Change, Material Change or any other change under the terms of this Call Off Order Form, results in specific developments to the Supplier's Catalogue Solution ("**Specially Written Software**"); any right, title or interest in or to, the Intellectual Property Rights in such Specially Written Software, but excluding all Proprietary Clinical Data (as defined, with ownership in accordance Section B1), shall be the property of the Supplier, unless agreed by all Parties, in writing; save that the POC Specification and all Capability specifications, associated with the Catalogue Authority's defined requirements, located at the links provided in Section B2, shall be the Intellectual Property of the Catalogue Authority.

Invoicing

The terms as set out in the Call Off Schedule 4.1 for charging, shall be superseded by the terms herein.

The management of invoicing for the Catalogue Solutions shall be monthly in arrears for all Active Site and Vaccination Event charges and monthly in advance in respect of the POC Specification Conformity Fee.

The Supplier shall submit each monthly invoice to the Authority's payment administrator ("**SBS**") via the Tradeshift system (Supplier registration to this system can be managed through the link her: https://go.tradeshift.com/register) and email a copy of such monthly invoice and any backing data, to the following email address, in order to confirm the submission via Tradeshift: gpitfutures.invoicing@nhs.net.

The Supplier shall submit, at the same time as its invoice a current up-to-date version of its "**Vaccinations Service Instance Register**", and its "**Vaccination Event Transaction Volumes**" data (as further described in Section D4 herein), and any other such evidence of the transaction volumes as the Call Off Ordering Party may reasonably require, to the following group email addresses and to its assigned NHS relationship manager:

Service Management Team: sm.vaccinations@nhs.net

Site Onboarding Team: england.lvspoconboarding@nhs.net

Commercial Management Team: gpitf.commercial1@nhs.net

Section D.4 Performance Regime

Support Hours

The Support Hours defined below take precedence over the Support Hours defined in Schedule 2.1 to this Call Off Agreement.

The **"Support Hours"** are defined as those times during which the Supplier shall provide the Services to the Service Recipients in accordance with the Performance Regime defined below; and where the Support Hours are further defined into either Core Hours, or On Call Hours, as follows:

- ***"Core Hours"*** means 8.30 am to 5.30pm Monday to Friday (excluding English bank holidays)
- ***"On Call Hours"*** *means* 6.30am to 8.30am, and 5.30pm to 8.30pm Monday to Friday (excluding English bank holidays) and 6.30am to 8.30pm on Saturday and Sundays.

Performance for the Availability and Severity 1 Incident Resolution parameters shall be measured across all Support Hours, per the Service Levels set out below. All other performance parameters shall be measured per the Service Levels described for them respectively, within the defined Core Hours only.

For the avoidance of doubt, whilst the Service Credits set out in the table above are cumulative, the total liability of the Supplier in any Service Period for Service Credits shall not exceed 100% of the previous Service Period's charges.

Availability shall be measured by the ability of the Service Recipients to successfully log into the Catalogue Solution; accessing the required patient data within the Catalogue Solution and/or be able to enter such Vaccination Event record data into the Catalogue Solution, as may be required. Failure of the Service Recipients connectivity shall not be construed as unavailability of the Supplier's Catalogue Solution, nor shall it impact the measure of the Availability performance parameter.

Performance Regime					
Catalogue Solution ID	**Service Level Title**	**Operating Service Level (OSL)**	**Critical Service Level (CSL)**	**Measurement Method**	**Application of the Performance Parameter per Service Period and Service Credit Calculation (if applicable)**
As set out in section B.3	Availability*	99.9%	99%	Measurement shall be monthly Availability per definition herein Applicable to all Active Service Instances in the Service Period	Service Credits shall be applied for each Service Period, where the Availability of the Catalogue Solution is measured as being: • **on or above the OSL**: None shall apply • **below the OSL but greater than the CSL**: Equal to 10% of the total remuneration paid in respect of Active Site Fees and Vaccination Event Fees, for the previous Service Period. • **below the CSL for two or more Service Periods within any three consecutive Service Periods:** Equal to 100% of the total remuneration paid in respect of Active Site Fees and Vaccination Event Fees, for the previous Service Period.
As set out in section B.3	Response to Queries	Response in 48hrs Resolution in 4 days	Response in 72hrs Resolution in 5 days	Measured per query raised and resolved	The Supplier shall provide response to queries raised by either Service Recipients and/or NHS BSA payments team, delivering requested information to resolve such query, meeting the performance parameter at least 95% across each quarter period.

As set out in section B.3	Incident Management Resolution	***Applicable pre-CGL*** Severity 1 *Resolution- 3Hrs* Severity 2 *Resolution- 6Hrs* ***Applicable post CGL*** Severity 1 Incident *Resolution- 2Hrs* Severity 2 Incident *Resolution- 4Hrs*	***Applicable pre-CGL*** Severity 1 *Resolution- 5Hrs* Severity 2 *Resolution- 9Hrs* ***Applicable post CGL*** Severity 1 *Resolution- 4Hrs* Severity 2 *Resolution- 8Hrs*	Measured per Incident raised	Service Credits shall be applied for each Service Period, where Service performance is measured as being: • **on or above the OSL**: None shall apply • **below the OSL:** on more than one occasion in any Service Period then the Catalogue Authority shall convene an exceptional review meeting but no Service Credits shall apply. • **below OSL on three or more occasions in any two consecutive Service Periods for any Severity 1 Incidents:** Equal to 50% of the total remuneration for Active Site Fees & Vaccination Event Fees, paid in the previous Service Period. • **below CSL on one or more occasion in any single Service Period for any Severity 2 Incidents:** the Catalogue Authority shall implement the Call Off Remediation process, on the Supplier, as set out in clause 26 of the Catalogue Agreement.
As set out in section B.3	Problem Management Resolution	Severity 1 Problem *Resolution<20 days* Severity 2 Problem *Resolution<40 days*	Severity 1 Problem *Resolution<30 days* Severity 2 Problem *Resolution<60 days*	Measured per Problem raised (Service Credit measurement shall be applied solely against raised HSSI)	**On or above the OSL parameter**, for each Service Period: • The Catalogue Authority may request a Problem Review if one or more incident occurs against OSL. No Service Credits shall apply Service Credits shall be applied for each Service Period, where Service performance is measured as being: • **below CSL on three or more occasions in any two consecutive Service Periods for any Severity 1 Problems:** Equal to 50% of the total remuneration for Active Site Fees & Vaccination Event Fees, paid in the previous Service Period. • **below CSL on one or more occasions in any single Service Period for any Severity 2 Problems:** the Catalogue Authority shall implement the Call Off Remediation process, on the Supplier, as set out in clause 26 of the Catalogue Agreement.
	Monthly Reporting	No less than 3 working days prior to any applicable scheduled monthly review meeting The same parameter shall apply for any quarterly meetings	No less than 24hrs prior to any applicable scheduled monthly review meeting The same parameter shall apply for any quarterly meetings		On a monthly basis the "**Monthly Service Pack**" shall be published to the Authorities, in relation to the previous Service Period, including: • **Problem record** • **Incident record** • **Vaccination Event Transaction Volumes** (in respect of the records & charges made by the Supplier in the Service Period) • **Vaccinations Service Instance Register** (listing all Service Recipients serviced as "Active" sites in the Service Period) • **Dormancy/Deactivation Report** (listing Service Recipients processed by the Supplier in the Service Period) On a quarterly basis, the Supplier shall provide the **Change Report** (defined under Section D3) **Impact Assessments** and **Exit Plan** (defined under Section B2), additional to the Monthly Service Pack.

Service Management

In addition to those requirements set out in the Service Management Standard, the following service requirements are also applicable to the Supplier's Catalogue Solution. The requirements indicated as "Should" are not mandatory requirements which the Supplier's Catalogue Solution must comply with, however for the avoidance of doubt, all "Must" requirements are mandatory.

Area	Requirement	Must / Should
Service Monitoring	The Supplier should provide any such data (real time as standard, or to the regularity as may be specifically agreed between the Parties) that is sufficient to allow the Catalogue Authority to monitor the end-to-end health of the COVID Vaccination Service.	Should
Incident management – High Severity Service Incidents	In addition, and without limitation to the **High Severity Service Incident** (HSSI) requirements detailed in the Service Management Standard, the Supplier shall raise any HSSI, that it is aware of, with the Catalogue Authority service bridge under the following conditions: 1. where data (daily summary clinical extracts, extended attributes extract, and adverse reactions) has not been provided by the Catalogue Solution to *DPS* by the time specified, or 2. where there is an issue with the data provided, for example: empty files, incomplete data, etc.	Must
Incident Management – Service Desk	The Supplier shall integrate with the Covid Vaccination Service support model (including the "Atos service desk"), enabling vaccination sites to either: 1. Report incidents to the Catalogue Authority vaccination service desk for assignment to the service provider as a resolver group: 2. In the case where the Service Provider is also an existing GP IT Futures provider running their own service desk, then incidents that relate to the Covid Vaccination service that are raised to the Service Provider's service desk shall be shared with the Covid Vaccination service desk in near real-time for information and reporting purposes. Any information accessed by the Supplier via the Atos service desk and or its systems shall be treated as Confidential Information and the Supplier acknowledges that any information provided by it in, to the Atos service desk may be accessed by any authorised person or organization supporting the vaccination programme.	Must
Problem Management	In addition to the standard monthly service meeting, the Supplier shall, upon request from Catalogue Authority, attend a problem review meeting to discuss problem records associated with the COVID Vaccination Service. The frequency of these meetings will be ad-hoc and no more than weekly.	Must
Change Management	The Supplier will inform the Catalogue Authority immediately after any change has been completed that includes COVID Vaccination Service requirements and/or functionality whether the change was successful or unsuccessful and reverted.	Must

Without prejudice to its obligations under the Data Processing Deed, should a Service Recipient decide to no longer use the PoC Catalogue Solution, the Supplier shall ensure that the Service Recipient's administrator access shall remain in place for a period of up to 3 months following termination or expiry of this Call Off Agreement, in order for that Service Recipient to retain access to historic transaction data.

Section D.5 Description of Personal Data

The description of the Personal Data Processing applicable to the Call Off Agreement is set out in the table at D.5.1 below (with any variations set out in the table at D.5.2 below) for each of the Catalogue Solutions and Additional Services, as defined in section B.3 of this Call Off Order Form).

D.5.1 Default Personal Data Processing information

For each Catalogue Solution and Additional Service, the default position in relation to data processing and the list of the Supplier's Sub-processors shall be as set out on the associated Catalogue Solution Listing, and where the information is not available on the Catalogue Solution Listing, shall be as set out at D.5.2 below.

The applicable details of the Supplier's Data Protection Officer are provided below:

Supplier's Data Protection Officer Name and Contact Details:	[redacted]

The specific details in respect of the type of data that the Supplier's Catalogue Solution gathers, the reasons for processing such data and what activities such processing consists of, are defined in the table below:

Description	Details
Subject matter of the Processing	Patient and vaccination details
List the specific Data Subject details captured by the Catalogue Solution	**Personal Data**: any information relating to an identified or identifiable natural person ('**Data Subject**') **Yes** **Special Category Data**: any information identifying the Data Subject's race, ethnic origin, religious or philosophical beliefs, genetic data, biometric data (where this is used for identification purposes), health data, sex life or sexual orientation. **Yes**
Duration of the Processing	In accordance with the Term – The Authorities shall provide instruction to delete/retain at Term expiry.
Nature and purposes of Processing	Recording and onward issuing to NHS bodies for processing
Type of Personal Data	Special Category Data
Categories of Data Subjects	English public
Sub-processors *(name each Sub-processor or "None")*	Microsoft Corporation
Supplier Confirmation of Data Location	The Supplier confirms and commits that all data that it captures, stores and/or otherwise processes in pursuit of the Services, is retained within the UK: ☒ *(Supplier acknowledges by ticking box)*, and That no data is transferred out of the UK for any duration, at any time, for any purpose without the Catalogue Authority's express written acceptance: ☒ *(Supplier acknowledges by ticking box)*

D.5.2 Variation to default Personal Data Processing information

This section is used to record any variation to the data processing set out on the Catalogue Solution Listing that is specific to this Call Off Agreement, or to record any data processing set where the information is not yet able to be set out on the Catalogue Solution Listing.

Description	Details
Varied Types of Data processed	
Varied categories of Data Subjects	
Any Variation to Duration processing	
Any varied nature and purpose for Processing	
Varied Data Locations and rationale for variation	

Section E

Call Off Agreement Award

Call Off Ordering Party: NHS England
Supplier name: Telstra Health UK (trading as Medical Director)
Unique Call Off Agreement ID: **C104293-5**

This Call Off Agreement is awarded in accordance with the provisions of the Framework Agreement.

The Supplier will supply the Services specified in this Call Off Order Form to the Call Off Ordering Party and Service Recipients (which may also include the Call-Off Ordering Party) on and subject to the terms of this Call Off Order Form and the Call Off Terms (together referred to as the "Call Off Agreement") for the duration of the Call Off Term.

The Call Off Ordering Party confirms that no amendments other than those identified anywhere in the form have been made to the Template Call Off Terms.

For the Call Off Order Form to take effect, both parties must complete and sign this Call Off Order Form.

SIGNATURES	
[redacted]	