

OFFICIAL - SENSITIVE – COMMERCIAL - DRAFT

GP IT Futures Framework Agreement

Schedule 2.3 (Call Off Order Form)

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	Proposed changes	Retired
23 September 2020	V1.2	Proposed changes	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;
- 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) Please provide the following details:	
Name of representative:	██████████
Address:	c/o NHS Digital, 1 Trevellyan Square, Leeds LS1 2AE
Email address:	████████████████████
Telephone number:	-

Supplier details	
Supplier Eva Health Technologies Ltd	
Supplier Representative and relevant details (including for the delivery of notices) Please provide the following details:	
Name of representative:	██████████████████
Address:	1 Horse Guards Avenue, Westminster, SW1A 2HU
Email address:	██████████████████████████████
Telephone number:	██████████

Section B

Section B.1 Call Off Agreement details

Call Off Commencement Date The Call Off Commencement Date is 19 th May 2021
Call Off Agreement maximum period To 31 March 2022

Please complete the following information:

Call Off Agreement Initial Period*:	for a period up to and including 30 September 2021
*Note: The Call Off Agreement will extend automatically for a period expiring on 31 March 2022, unless the Call Off Ordering Party gives notice to terminate to the Supplier 10 Working Days prior to the end of the Call Off Agreement Initial Period. Following the Call Off Agreement Initial Period the Call Off Agreement can be terminated for convenience by the Call Off Ordering Party with no termination costs in accordance with the Call Off Terms.	
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 if the Supplier is required 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

The Service Recipient details (i.e. PCN details) that order the services under this Call Off Agreement will be maintained separately by the Supplier on the "Vaccinations Service Instance Register" - a template for which is provided separately. 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.

All Service Recipients have the same requirements which are as specified in the following Capabilities which are located at the following link [Vaccination and Adverse Reaction Recording](#) and include the MAY Epics and the specification which is located at <https://digital.nhs.uk/developer> or such other location as the Catalogue Authority may notify the Supplier of from time to time (the "PoC Specification") applicable to the Catalogue Solutions set out in section B.3 below as per the detail set out in the relevant Catalogue Solution Listing.

Capabilities

Vaccination and Adverse Reaction Recording.

Changes of to the PoC Specification

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

The Catalogue Authority will establish a governance group operating under Schedule 4 of the Catalogue Agreement with the objectives of consulting on any proposed changes to future versions of the PoC Specification; assessing the materiality of such changes, the likely delivery plan for Suppliers to implement any such changes and the commercial treatment of any proposed changes.

The Catalogue Authority shall reasonably consider representations made by Suppliers prior to publishing a new version of the PoC Specification however, the final decision on the inclusion of any changes and timescales 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 requirements in the updated PoC Specification.

The Supplier shall use its reasonable endeavors to achieve compliance by the specified date. In the event the Supplier either:

- fails to meet the specified compliance date; 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 Catalogue Authority may at its 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 for convenience on giving no less than 30 days' written notice without paying any termination costs or compensation to the Supplier. For the avoidance of doubt, any such right to terminate shall also apply during the Call Off Agreement Initial Period.

Where the Catalogue Authority updates the PoC Specification during the term of the Call Off Agreement and such updates include material changes to the PoC Specification that in the reasonable opinion of the Catalogue Authority are not financially viable for the Supplier to implement in accordance with the specified compliance date, then at the request of the Catalogue Authority, the Supplier shall provide all such information as the Catalogue Authority may reasonably require to allow the Catalogue Authority to review the potential commercial financial and practical impacts of such changes. 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 the Charges; or
- To make a one-off payment to the Supplier to contribute to its additional costs.

The determination of what is considered a material or non-material change shall be at the discretion of the Catalogue Authority, acting reasonably.

Where the Catalogue Authority decides not to amend the Charges and not to make a payment to compensate the Supplier for its additional costs, then where reasonable to do so, the Supplier may escalate the decision to the NHS Digital Director for Primary Care Technology for further review. During such review and escalation period the Supplier shall not be relieved of any of its obligations under this Call Off Agreement, including in relation to its compliance with the PoC Specification and related Capabilities.

Section B.3 Details of the Service Instances required

Note: The Service Instance Commencement Date will be the date on which the written confirmation by the Service Recipient of the achievement of go-live is provided to the Supplier (i.e. the Service Recipient confirms that the Catalogue Solution has been deployed on its systems and such deployment and related functionalities are in accordance with this Call Off Agreement) and the Service Instance Period will commence on such Service Instance Commencement Date and continue for a minimum duration ending at the end of the Call Off Agreement Initial Period (the "**Service Instance Initial Period**") and will expire no later than 31 March 2022 (but in any event, will not extend beyond the Call Off Term). The Service Instance will extend automatically beyond the Service Instance Initial Period unless the Call Off Ordering Party gives notice to terminate 10 days prior to the end of the Service Instance Initial Period (and as above, subject to such period not extending beyond the Call Off Term). Following the Service Instance Initial Period, the Service Instance can be terminated for convenience by the Call Off Ordering Party in accordance with the terms of the Call Off Terms with no termination costs.

Invoicing for the Catalogue Solutions set out in section B.3 shall be monthly in arrears rather than the terms set out in Call Off Schedule 4.1 (Charges and Invoicing).

The Supplier must provide an up-to-date version of the Vaccinations Service Instance Register template, including the transaction volumes information, as supporting information to each monthly invoice and any other such evidence of the transaction volumes as NHS England may reasonably require.

All Service Instances shall include only the Catalogue Solution / Additional Service set out below.

Catalogue Solution Id, name, and unit of order	Additional Service Id, name and units ordered	Associated Service Id, name and units ordered
Id: 10061-018 name: eVacc Unit of order: per Vaccination Event recorded	NA	N/A

A "Vaccination Event" shall mean any vaccine event recorded on the Catalogue Solution at the point of care irrespective of whether a vaccination was actually carried out. For example, a "Vaccination Event" will include an event where a patient attends a practice to have a vaccination and screening questions rules out eligibility of such patient at that point of care, but the event is still captured within the Catalogue Solution.

Section B.4 Optional requirements

Please answer the questions set out below:

Additional Clause Are "Security measures" required? See Call Off schedule 5.7 (<i>Additional Clauses</i>), paragraph 2.2.1		No
Is the Call Off Ordering Party a Non-Crown Body? See Call Off schedule 5.7 (<i>Additional Clauses</i>), clause 2.1.1		No
Is the Call Off Ordering Party a Non-FOIA Public Body? See Call Off schedule 5.7 (<i>Additional Clauses</i>), clause 2.1.2		No
Is the processing of Personal Data outside the UK permitted (i.e. in Restricted Countries)? The default is expected to be "No". See Deed of Undertaking for Data Processing. If "Yes" is stated, for each Service Instance listed in section B.3 above please set out the additional jurisdictions the Processing of Personal Data is permitted in below:		No
<i>Catalogue Solution and Service Instance ID</i>	<i>Additional jurisdictions where the Processing of Personal Data is permitted in.</i>	

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.

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

- Whilst orders will be placed centrally, if a Service Recipient wants to use the Catalogue Solution, it will need to attain approval from NHS England to confirm that such use is permitted. Once approval is attained, the Supplier can implement the Catalogue Solution for such Service Recipient(s).
- For each Service Recipient, the Supplier shall submit evidence as the Catalogue Authority shall require from time to time acting reasonably to support each invoice it raises in order to demonstrate that Vaccination Events are taking place and if required by the Catalogue Authority, to demonstrate that the Service Recipient had obtained approval to order the Services. Evidence for Milestone M1 must be sent to gpitfutures@nhs.net with a title of "Vaccination solution Milestones". On receipt, NHS England and/or the Catalogue Authority will either confirm acceptance or rejection of the evidence to the Supplier using the email address via which the evidence was provided.
- "**Controlled Go-Live or CGL**" is defined as being the process under which validation of the Supplier's Catalogue Solution in a live environment is undertaken and approved by the Catalogue Authority and the subsequent process under which Suppliers are permitted to flow production data to a limited number of Service Recipients (the "**CGL Service Recipients**") to be agreed with the Catalogue Authority in accordance with the accelerated assurance approach for COVID-19 Vaccination Point of Care Solutions.
- During the period of Controlled Go-Live the Catalogue Authority will endeavour to monitor Vaccination Events captured by the Catalogue Solution at the point of care that are then sent to each of the three clinical systems in use in England. Where this is not possible prior to the end of Controlled Go-Live, the Supplier must notify the Catalogue Authority at the first occasion following Controlled Go-Live that they engage with a Service Recipient that operates a clinical system that has not been observed under Controlled Go-live enhanced monitoring levels, so that the Catalogue Authority is able to put in place an enhanced monitoring service wrap during the initial phase of implementation with that new consuming Service Recipient.

Controlled Go-Live milestones

The following Milestones apply only to CGL and do not apply to all Service Instances:

Milestone payments:

Milestone ID and title	Milestone Payments scope
CGL M0 (Compliance & Entry to CGL)	Single one-off payment (i.e. not per Service Instance) which may be invoiced upon written confirmation by the Catalogue Authority that Supplier has achieved Conditional Compliance or Full Compliance under either the full Catalogue or accelerated onboarding process (i.e. the Catalogue Solution has achieved a Compliant Status). From the Service Period following the achievement of CGL M0, the PoC Specification Compliance Charge shall commence and will be payable thereafter for each Service Period subject to the Catalogue Solution maintaining a Compliant Status for the duration of each such Service Period and the Supplier's continued compliance against the PoC Specification.
CGL M1 (Completion of CGL Milestone)	Single payments (i.e. not per Service Instance) which may be invoiced upon written confirmation by the Catalogue Authority that Supplier has achieved the Acceptance Criteria for M1 as set out below. For each Service Instance, the Periodic Service Charges will commence on the commencement of Controlled Go-live.

Milestone Achievement Criteria:

Note: Call Off Ordering Parties may amend the table below for a particular Service Instance where appropriate and reasonable to do so. 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	
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	
M1-1	Not used
M1-2	In the case of CGL milestones, the Supplier evidences 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	In the case of CGL Milestones, the Supplier evidences to the Catalogue Authority's satisfaction that the Supplier's obligations under the Training Standard have been met.
M1-4	In the case of CGL Milestones where the Supplier is responsible for training, the Supplier evidences to the Catalogue Authority's satisfaction that its End Users are trained to the extent that they can use the Catalogue Solution to fulfil their relevant business functions.
M1-5	In the case of CGL Milestones the Supplier evidences to the Catalogue Authority's satisfaction that the national and other interfaces applicable to the Catalogue Solution can be connected to and accessed.
M1-6	In the case of CGL milestones the Supplier evidences to the Catalogue Authority's satisfaction that all "MUST" requirements in v2.0 of the Vaccinations POC Specification have been met or are subject to a Work Off Plan in order to exit Controlled Go-Live
M1-7	Not used
M1-8	In the case of CGL Milestones the Supplier evidences 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.
M1-9	Not used
M1-10	Not used
M1-11	In the case of CGL Milestones approval by the Call Off Ordering Party and the Catalogue Authority that all Milestone M1 activities have been successfully completed.

The Supplier must deliver the MUST requirements from the PoC Specification v1.0 that are specified in Annex 1 herein in order to enter CGL with up to 2 Service Recipients. A number of PoC Specification v1.0 MUST requirements have been deferred as CGL entry requirements, however one v2.0 requirement is also required for entry into CGL relating to the format of the Moderna vaccine batch code. This is also detailed in Annex 1 herein.

Service Recipients selected for CGL must not have outstanding payment reconciliation issues. Where CGL candidate Service Recipients do have outstanding payment reconciliation issues, the Catalogue Authority, NHS England and Improvement and NHS BSA teams will prioritise working with the Service Recipient to resolve the outstanding issues. The Supplier should obtain confirmation from any potential Service Recipients prior to deploying the Catalogue Solution to them, to confirm they are not subject to outstanding payment reconciliation issues.

At the discretion of the Catalogue Authority, the Catalogue Authority may permit the Supplier to increase the number of Service Recipients within the scope of CGL from 2 up to a maximum 10 Service Recipients, once a 2-week uninterrupted stability period has been observed AND all MUST requirements from v1.0 requirements have been met AND a subset of high priority PoC Specification v2.0 requirements have been met (such requirements and subsets to be as further detailed in Annex 1 herein).

In addition to the above requirements, before the Supplier can increase the scope of CGL from 2 Service Recipients, it will need to have undergone and been approved by the appropriate Catalogue Authority assurance processes that will be in place from time to time.

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

Section C.2 Implementation Plan requirements

Overview Implementation Plan

Where a number of Service Instances will be undergoing 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 Service Instances which have yet to Achieve Milestone M2:

- the Milestone Dates for Milestones M1 and M2;
- the start and end dates for any activity associated with the migration of data from the solutions which the Catalogue Solution is replacing to the Catalogue Solution;
- the start and end dates for the training activity.

Where an Overview Implementation Plan is required, enter the Service Instances you wish it to encompass below, otherwise enter "N/A". Please complete the below as appropriate:

Service Instance

N/A

Implementation Plans

For each Service Instance only an Outline Implementation Plan is required (i.e. no Detailed Implementation Plans are required). Each Outline Implementation Plan shall include the following as a minimum:

- each Milestone;
- each Milestone Achievement Criterion;
- the key activities required from the Supplier and the relevant Service Recipient(s).

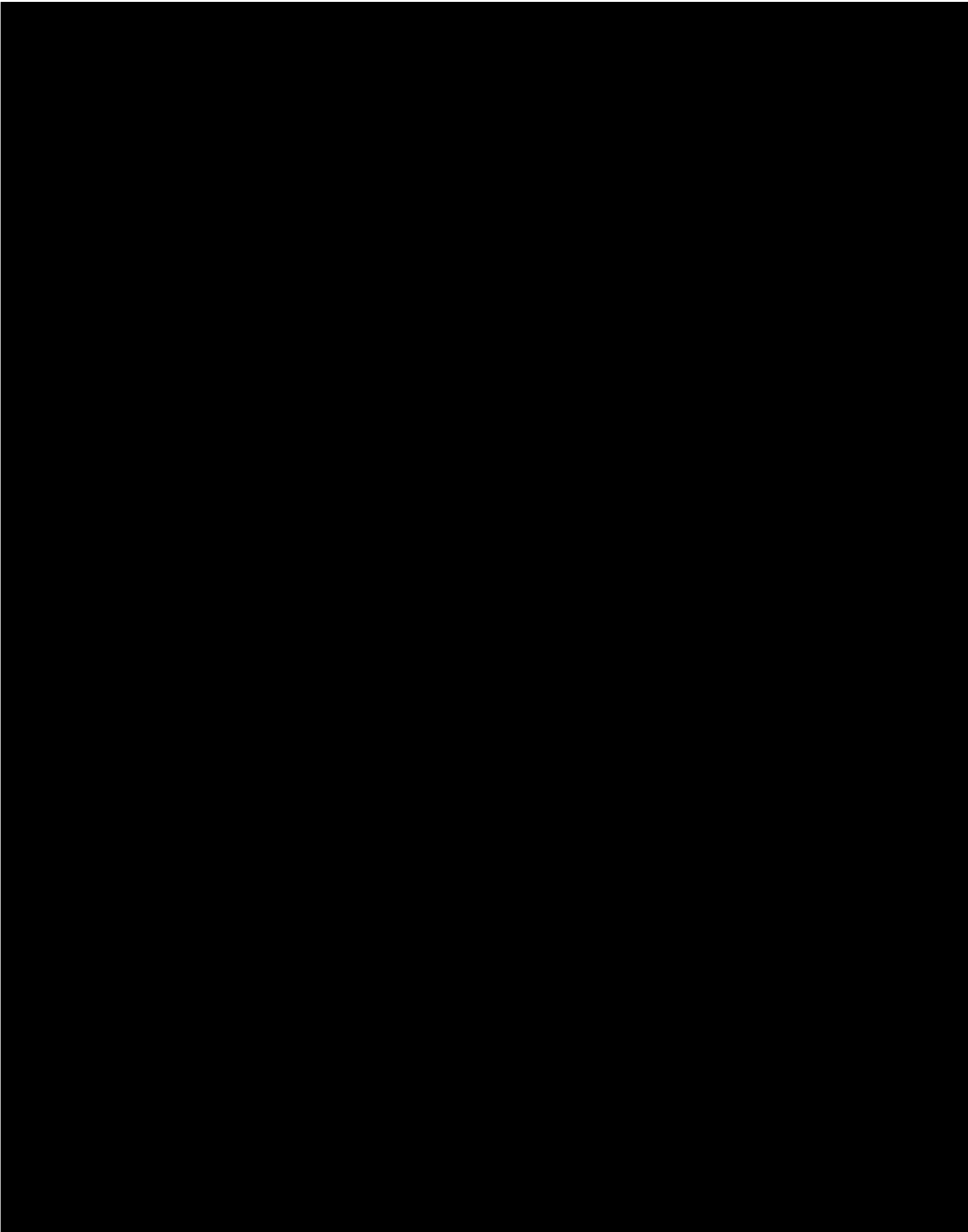
Work Off Plans

The accelerated assurance process provides for Supplier's self-declaration. 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:

- Agreement of timescales for the WOP will be agreed between the parties but shall in all cases (except ISO standards (see below)) conclude within 3 - 6 months of meeting milestone CGL M0 as detailed above (or such other period as notified in writing by the Catalogue Authority); and
- the Catalogue Authority may allow for an extended period for the Supplier to gain ISO standard accreditation over and above 6 months and any such extended period and timelines for accreditation shall be incorporated into the WOP.

Failure to meet the timescales and obligations set out in the WOP shall be a Supplier Default and will result in the Catalogue Authority being entitled to exercise its rights under clauses 42 of the Catalogue Agreement to trigger Remediation or may escalate straight to suspension as permitted under 43 of the Catalogue Agreement.

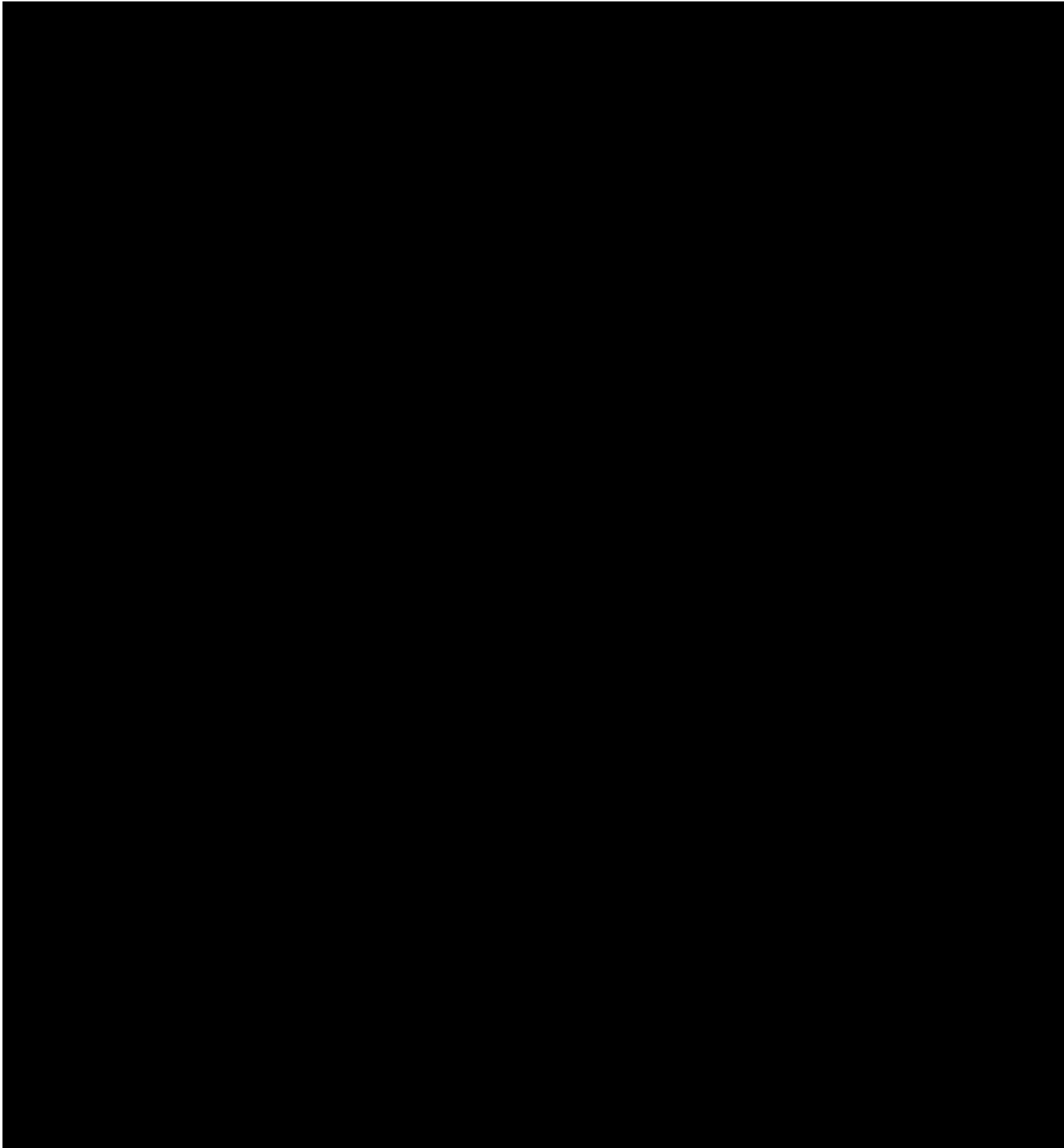
Section D

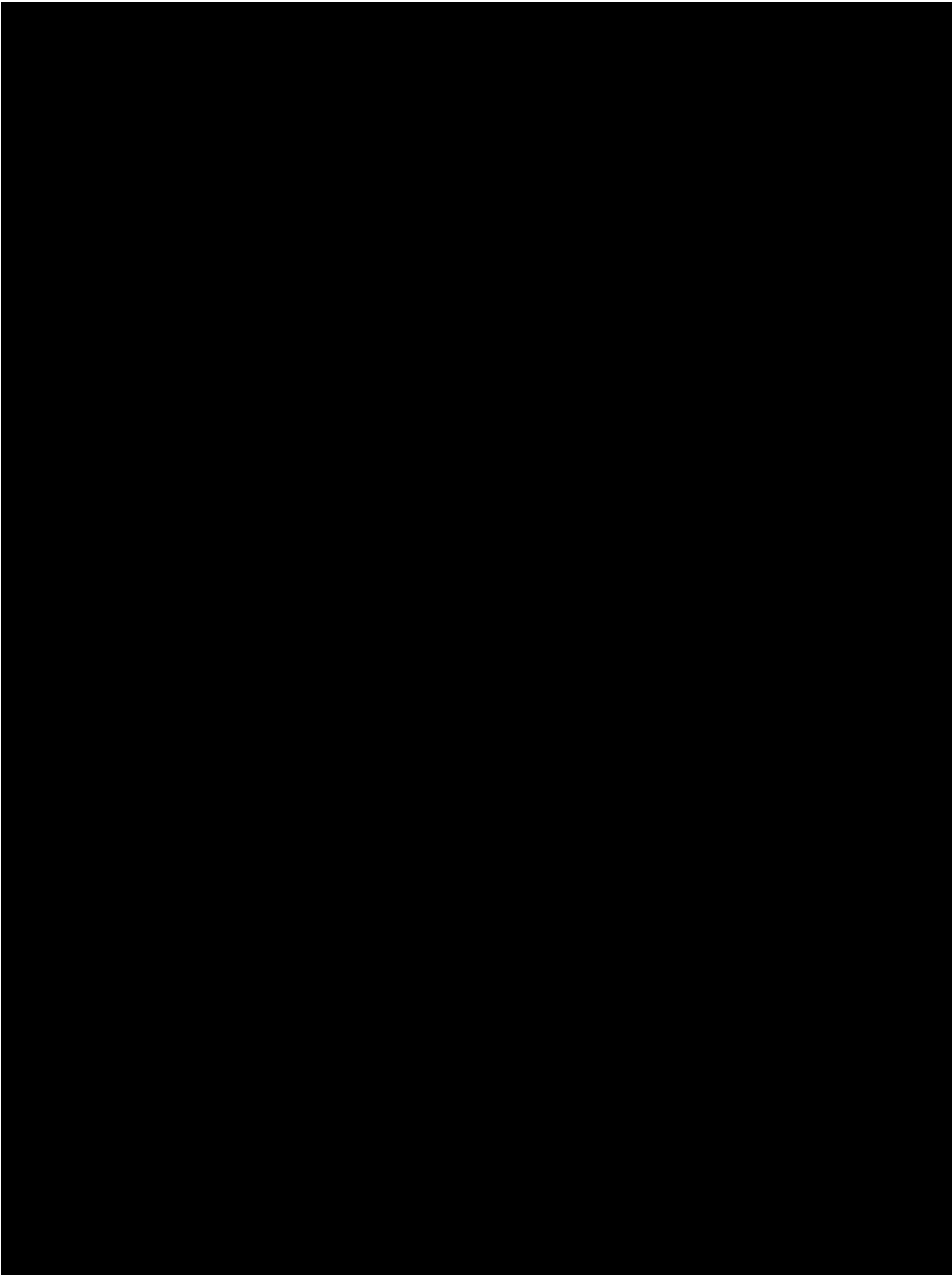


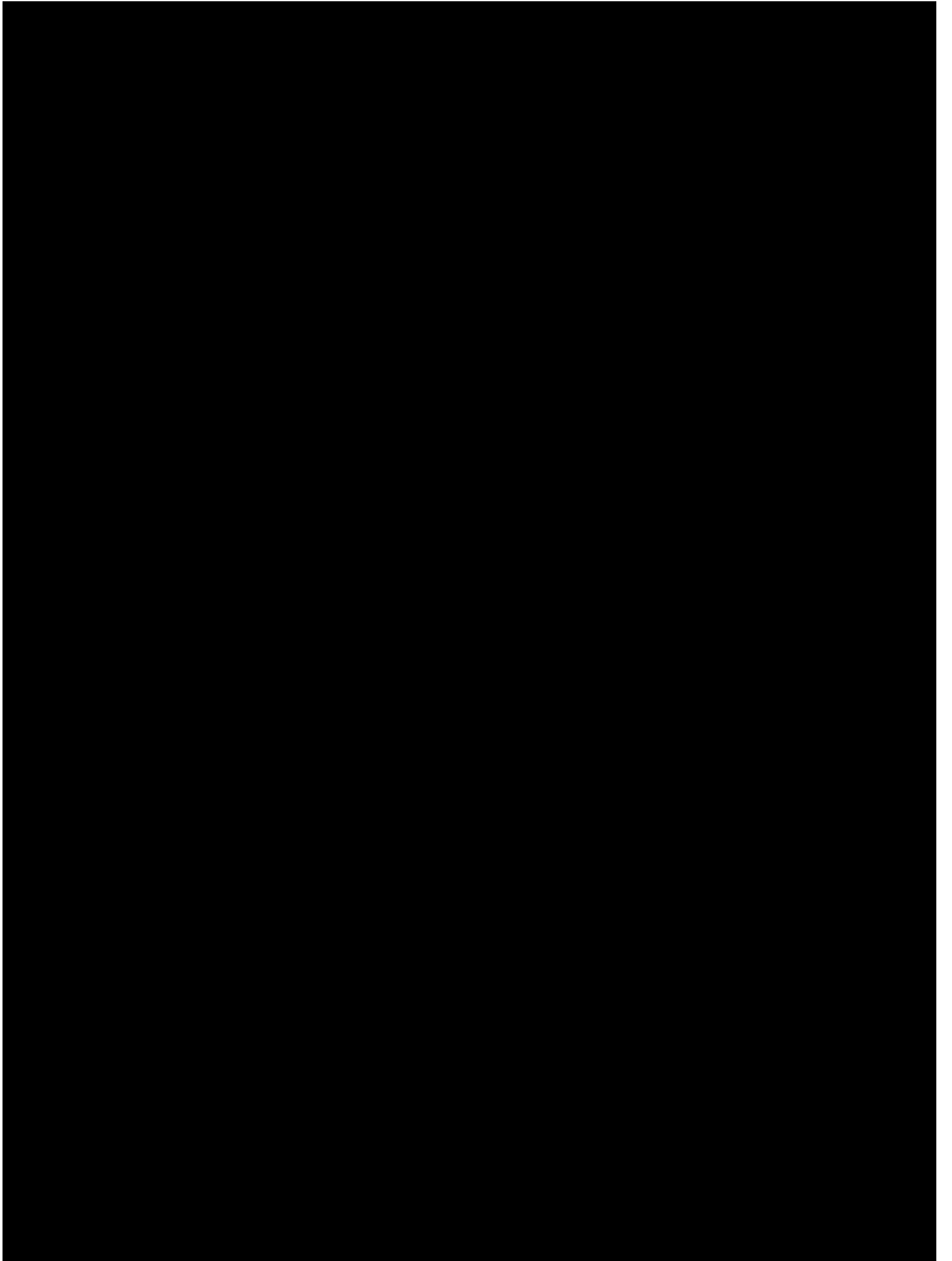


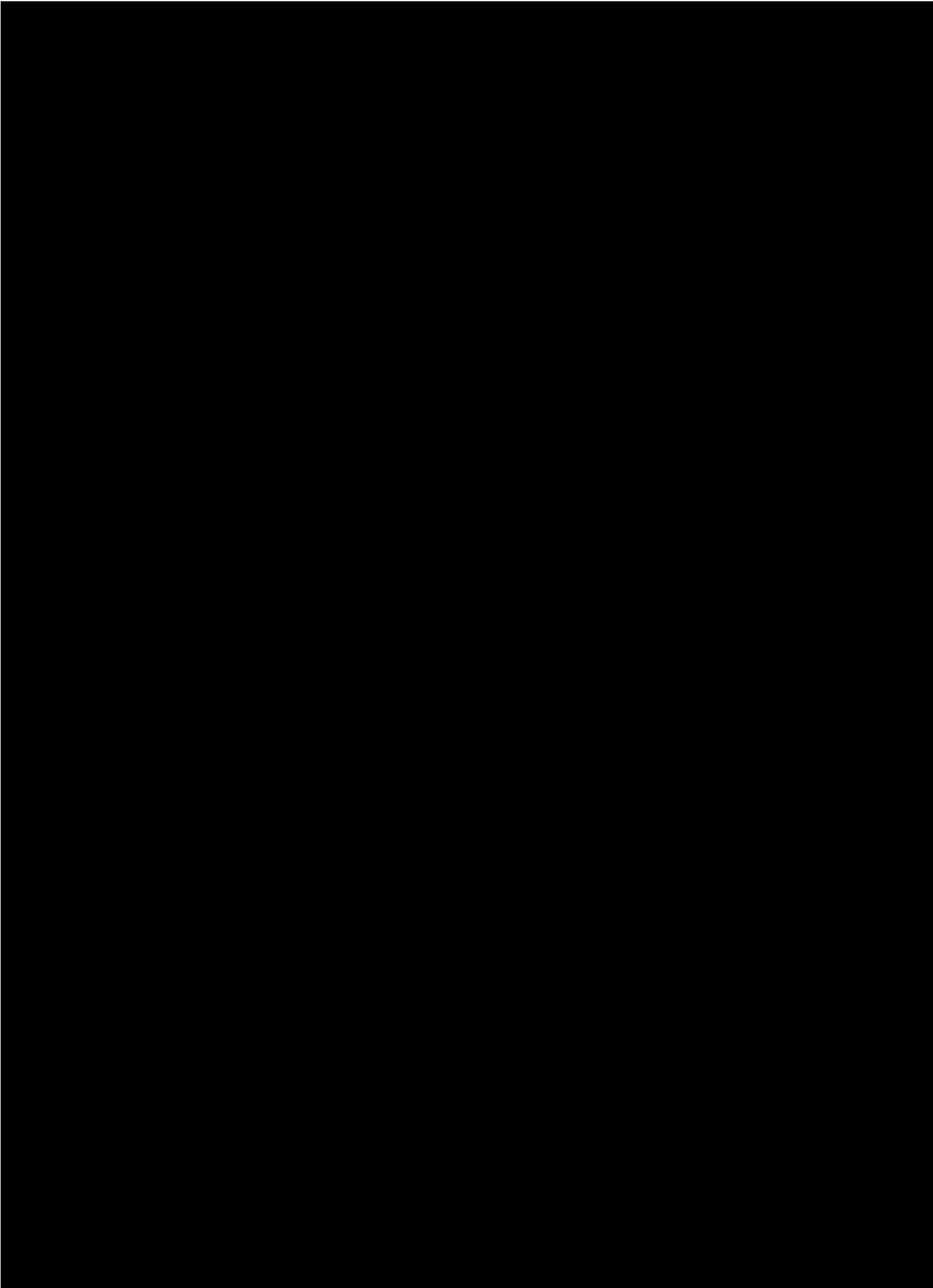
Supplier Development Costs shall mean any incremental costs which, in the Catalogue Authority's reasonable opinion, were reasonable, unavoidable and actually incurred by the Supplier in order for the Catalogue Solution to comply with MUST requirements from the PoC Specification v1.0 that are specified in Annex 1 (i.e. to achieve compliance with CGL Milestone M0). In order to be eligible for the M0 milestone payment based on the Supplier Development Costs, the Supplier must provide any information requested by the Catalogue Authority to evidence that such Supplier costs falls within the definition of Supplier Development Costs.

Section D.4 Performance Regime









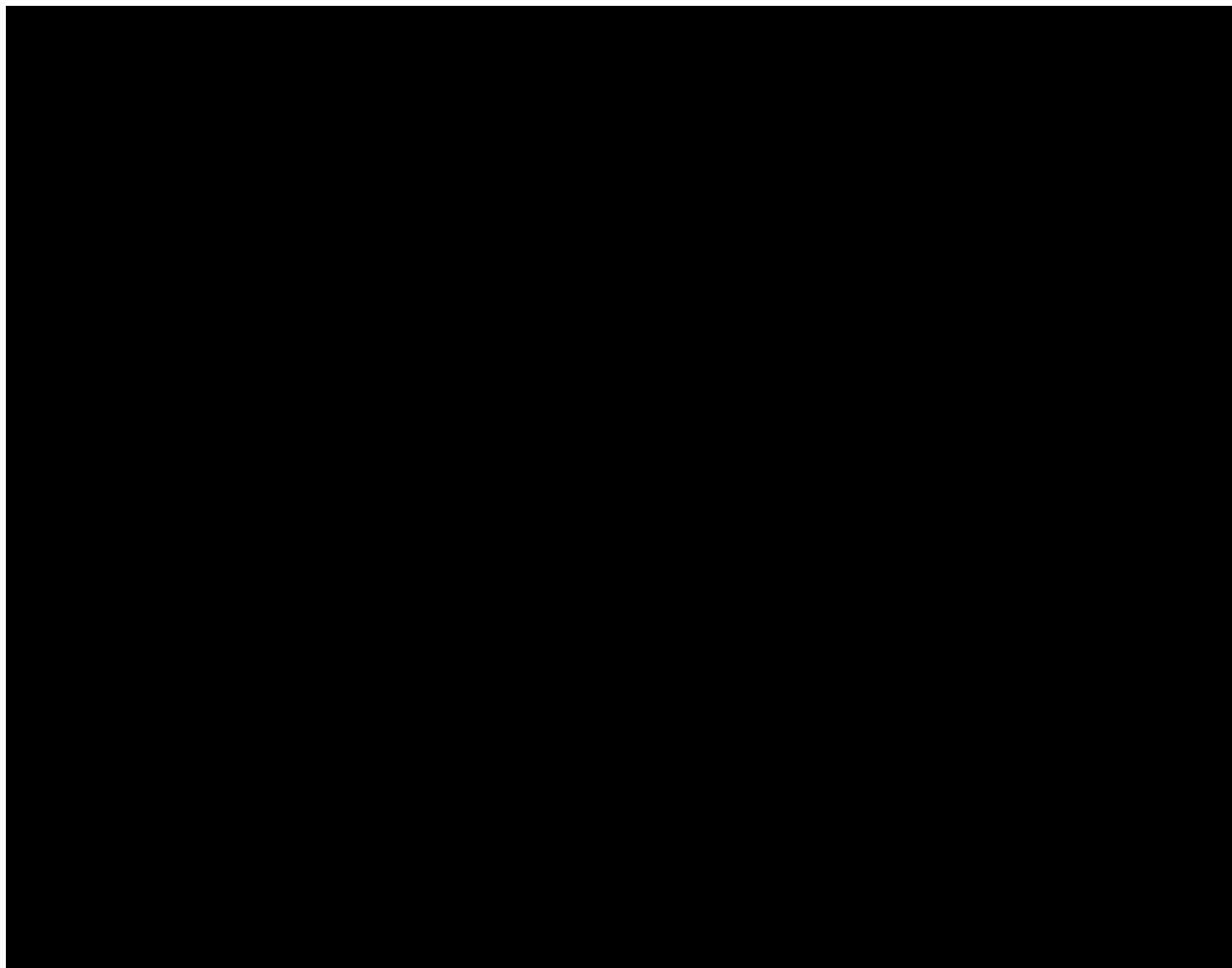
This Call Off Agreement is awarded in accordance with the provisions of the Framework Agreement.

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 in sections B of this 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



Annex 1**Residual v1.0 and Additional/Changed v2.0 Requirements Summary:**

Table below summarises all outstanding PoC Specification requirements beyond those PoC Specification v1.0 requirements delivered to enter CGL:

- V1.0 requirements that were shown as not required for entry into CGL(see Column 4 below);
- V2.0 requirements now needed for entry into CGL (note this is only the Moderna batch number requirement previously notified to you), (see Column 4 below);
- Requirements needed to ramp up beyond 2 Service Recipients, to maximum of 10, while still in CGL(see Column 5 below);;
- V2.0 requirements needed to exit CGL (see Column 6 below);

Section	Req	Requirement Changed in v2.0?	Required for entry into CGL	Required for entry to CGL-ES	Required for exit from CGL
2. Vaccine batch management	POC-2.6	Y	Yes	Yes	Yes
3. Identification and person record creation	POC-3.1	Y	No	No	Yes
3. Identification and person record creation	POC-3.2	Y	No	No	Yes
3. Identification and person record creation	POC-3.4	Y	No	No	Yes
4. Vaccination event record: creation	POC-4.1	Y	No	Yes	Yes
4. Vaccination event record: creation	POC-4.12	Y	No	No	Yes
4. Vaccination event record: creation	POC-4.4	Y	No	No	Yes
6. Vaccination event record: clinical assessment and consent	POC-6.1	Y	No	No	Yes
6. Vaccination event record: clinical assessment and consent	POC-6.3	Y	No	No	Yes
6. Vaccination event record: clinical assessment and consent	POC-6.7	Y	No	No	Yes
10. Updating a vaccination event record	POC-10.3	Y	No	No	Yes
10. Updating a vaccination event record	POC-10.4	Y	No	No	Yes
11. Roving requirements	POC-11.3	N	No	Yes	Yes
11. Roving requirements	POC-11.4	Y	No	Yes	Yes
12. Reporting requirements	POC-12.1	Y	No	Yes	Yes
13. Data Flow Requirements	POC-13.5	N	No	Yes	Yes