

MIG CONTRACT FOR THE SUPPLY OF SERVICES

The table below sets out key details and information in relation to (and forms part of) the Contract.

INITIAL CONTRACT PERIOD	[INSERT] year(s)	
CONTRACT PRICE (CHARGES)	The following charges shall be payable by the Customer:	
	1. Detailed Care Record Service Charge:	
	No. of accessible patients	Charge per annum
	[INSERT]	[INSERT]
	[INSERT]	[INSERT]
	2. Document Services Service Charge:	
	No. of Documents transferred per annum	Charge per annum
	Up to [100,000]	[INSERT]
	Above [100,000] and up to [250,000]	[INSERT]
	Above [250,000]	[INSERT]
	3. Shared Record Viewer Service Charge	
	No. of users	Charge per annum
	Up to 50	[INSERT]
	Above [50] and up to [100]	[INSERT]
	Above 100	[INSERT]
4. Primary Care Data Set Service Charge		
Dataset(s)	Charge per annum	
[INSERT]	[INSERT]	
[INSERT]	[INSERT]	
[INSERT]	[INSERT]	
5. Health and Social Care Data Set Service Charge		
Dataset(s)	Charge per annum	
[INSERT]	[INSERT]	

CONFIDENTIAL

	[INSERT]		[INSERT]
	[INSERT]		[INSERT]
	6. MIG Consuming Portal Service Charge		
	Consuming Service	Number of Users	Charge per annum
	GP Services	[INSERT]	[INSERT]
	Clinical Services	[INSERT]	[INSERT]
	Community Services	[INSERT]	[INSERT]
	7. MIG Enhanced Reporting Service		
	Reporting Service		Charge per annum
	[INSERT]		[INSERT]
	[INSERT]		[INSERT]
Service Implementation Charge			
Charge: [INSERT]			
Implementation Information			
Implementation Charges are determined applying Optum's standard rate per configuration (or, in respect of any consulting services, its standard consultancy rates) and the charge applies in respect of each CCG consuming system, database or setting.			
Subsequent amendments to configurations will be charged for at Optum's then standard rates.			
Charges assume that Data Sharing Agreements are provided to Optum in one batch. Additional Batches are treated as separate configurations and as such would incur a further configuration charge for each additional batch.			
Note: Implementation charges are none refundable and must be used within 12 months of the "commencement date"			
SERVICE CHARGE INCREASE	All additional service charge increases will be invoiced in the month in which the increased service commences and will be determined on a pro-rata basis.		
	Increases in accordance with Indexation as detailed at clause 6.7 of the Contract shall be effective from the date of the invoice renewing the Services.		
PAYMENT SCHEDULE	1. On Commencement Date 100% of Service Implementation charges (non-refundable) 100% of MIG Enhanced Reporting Service 2. On Service Enablement 75% of annual Detailed Care Record Service Charge 75% of annual Primary Care Data Set Service Charge 75% of annual Health and Social Care Data Set Service Charge 75% of annual MIG Consuming Portal Service Charge 75% of annual Document Services Service Charges		

	75% of annual Shared Record Viewer Service Charges 3. On Commencement of Service 25% of annual Detailed Care Record Service Charge 25% of Primary Care Data Set Service Charge 25% of annual Health and Social Care Data Set Service Charge 25% of annual MIG Consuming Portal Service Charge 25% of annual Document Services Service Charge 25% of annual Shared Record Viewer Service Charges 4. Anniversary of Service Enablement 100% of annual Detailed Care Record Service Charge 100% of Primary Care Data Set Service Charge 100% of annual Health and Social Care Data Set Service Charge 100% of annual MIG Consuming Portal Service Charge 100% of annual Document Services Service Charge 100% of annual Shared Record Viewer Service Charges 100% of MIG Enhanced Reporting Service
CUSTOMER POLICIES	The Customer has provided copies of the following policies to Optum: 1. [INSERT] Should there be any amendment to any of the above policies the Customer shall promptly notify Optum of such an amendment.
CUSTOMER RESPONSIBILITIES	The Customer shall: a) appoint a single point of contact for co-ordination of Customer activities and ensure resource is available for timely deployment; b) have all required governance in place to permit data sharing; c) put in place stakeholder engagement activities as required for Service enablement and Commencement of Service; d) put in place recruitment of organisations and resources for user acceptance testing; e) ensure business as usual processes are in place following Commencement of Service; f) log all incidents in-line with Optum service delivery processes including but not limited to providing a minimum data set (MDS); g) provide to Optum, or procure for Optum co-operation and support in resolution of service delivery incidents; and h) provide to Optum or procure for Optum information and documentation where applicable. [INSERT ANY ADDITIONAL CUSTOMER RESPONSIBILITIES]



CONFIDENTIAL

MEDICAL INTEROPERABILITY GATEWAY SERVICE AGREEMENT

THE CONTRACT is dated [INSERT]

BETWEEN

- (1) [Customer party name and address] and details] (“**Customer**”); and
- (2) **Egton Medical Information Systems Limited**, a company incorporated in England and Wales (Company No. 02117205) whose registered office is Fulford Grange Micklefield Lane, Rawdon, Leeds, England, LS19 6BA (“**Optum**”).

BACKGROUND

- (A) Optum has developed an interoperability solution, the Medical Interoperability Gateway (the “**MIG**”), offering its customers the ability to electronically exchange person specific information between trusted third party systems.
- (B) The Customer wishes Optum to provide it with access to the MIG and certain other services, as detailed in the Contract.
- (C) Optum has agreed to provide and the Customer has agreed to take and pay for the MIG (and the relevant services) subject to the terms and conditions of the Contract.

AGREED TERMS

1 Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in the Contract.

“**Affiliate**” means any business entity from time to time controlling, controlled by, or under common control with, either party, whereby a business entity shall be deemed to “control” another business entity if it owns, directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of such business entity, or any other comparable equity or ownership interest with respect to a business entity other than a corporation;

“**Authorised Officer**” means a person designated as such by the Customer from time to time, and as notified in writing by the Customer to Optum, to act as the representative of the Customer for all purposes connected with the Contract, including any authorised representative of such person;

“**Commencement Date**” means the date of the Contract;

“**Commencement of Service**” means the earlier of: (i) the date when successful end to end testing between a source and a target organisation has been completed and the Service is available for live use, or (ii) the date which is thirty (30) days after the date of Service Enablement;

“**Confidential Information**” means information (in any format) that falls within any one or more of the following categories:

- (a) it relates to, includes or comprises the existence or terms and conditions (or both) of the Contract;
- (b) it is Personal Data;
- (c) it forms part of a Solution;
- (d) it is marked as “confidential” (or similar);

- (e) it is of a nature that a reasonable person would (in all the circumstances) consider confidential, including:
 - (i) information concerning a party's business operations or affairs, including research and development efforts, inventions, drawings, models, trade secrets, know-how, products, processes, techniques, equipment, marketing, market opportunities, plans, intentions, relationships with suppliers and customers, finances, personnel, computer software, and algorithms; and
 - (ii) similar information of third parties that a party maintains in confidence; or
- (f) any combination of the foregoing;

"Contract" means this agreement, including its Schedules (including, any Specification);

"Contract Information" means the table set out above which includes key details and information regarding the Contract. For the avoidance of doubt the Contract Information forms part of the Contract as if it were set out in the main body of the Contract;

"Contract Price" means the sums payable by the Customer to Optum in consideration of the provision of the Services as set out in the Contract Information;

"Contract Year" means: (a) a period of 12 months commencing on the Commencement Date; and (b) thereafter a period of 12 months commencing on each anniversary of the Commencement Date; provided that the final Contract Year shall end on the expiry or termination of the Term;

"Customer Responsibilities" means the specific obligations of the Customer that are set out in the Contract Information;

"Data Protection Legislation" means (i) the General Data Protection Regulation ((EU) 2016/679) (GDPR) unless and until the GDPR is no longer directly applicable in the UK, together with any national implementing laws, regulations and secondary laws as amended or updated from time to time in the UK including the Data Protection Act 2018 (the "DPA") and the retained EU law version of GDPR that is amended by UK legislation on or after 31 December 2020 (the "UK GDPR"); (ii) any successor legislation to GDPR, and the DPA and the UK GDPR; and (iii) any other directly applicable EU regulation relating to data protection and privacy;

"Deliverable" means any data, report, drawing, specification, design, invention, plan, program, document, contract, and/or other material produced by or to be produced by or acquired by or to be acquired by the Contractor in the course of the performance of the Services;

"Documents" means, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;

"Good Industry Practice" means the exercise of that degree of skill, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to the Contract and which are in accordance with any codes of practice published by relevant trade associations;

"Indexation" the values identified as "subject to indexation" may be adjusted to reflect the effects of inflation after the Commencement Date in accordance with the following formula:

$$\text{Value} \times (\text{RPId} / \text{RPlo})$$

Where RPId is the value of the Retail Prices Index published or determined with respect to the month most recently preceding the date when the provision in question is to be given effect and RPlo is the value of the Retail Prices Index on the Commencement Date;

"Initial Contract Period" means (subject to any earlier termination) the period of time starting on the Commencement Date and continuing for the defined initial term detailed in the Contract Information as

from the date of Service Enablement (by way of example, if the Contract is signed on 1 April 2018, Service Enablement occurs on 1 July 2018 and the Contract Information refers to an initial period of 3 years, then the Commencement Date is 1 April 2018 and the Initial Contract Period will end on 30 June 2021);

“Intellectual Property” means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

“MIG” means the Medical Interoperability Gateway;

“month” means a calendar month;

“NHS Data Security and Protection Toolkit”: means the online self-assessment tool provided by the NHS to permit organisations to ensure that they practice good data security and ensure personal data is handled in accordance with the Data Protection Legislation;

“Party” means any party to the Contract individually and **“Parties”** refers to all of the parties to the Contract collectively. A Party shall include all permitted assigns of the Party in question. All persons who are not a Party to the Contract are third parties;

“Personal Data” means data as defined by the Data Protection Act 1998 which relates to a living individual who can be identified from such data, and/or from such data and other information which is in the possession of, or is likely to come into the possession of a Party and includes any expression of opinion about an individual and any indication of the intentions of the Party in respect of an individual;

“Service Enablement” means the date on which Optum has performed the necessary configuration work in respect of the relevant Solution (up to the point of successful end to end testing). For the avoidance of doubt this does not mean that the Customer needs to have commenced use of the relevant Service;

“Services” means the services to be provided by Optum, as set out in Schedule 2;

“Solution” means the systems, applications and software, details of which are set out in the applicable Schedule(s), together with any associated materials provided by Optum to the Customer;

“Specification” means the description of the Services and Deliverables to be provided by Optum, as set out in Schedule 2;

“Term” means (subject to any earlier termination in accordance with the terms of the Contract) the period commencing on the Commencement Date and ending on the expiry of the later of the Initial Contract Period or any renewal period pursuant to clause 7; and

“VAT” means value added tax chargeable under English law for the time being and any similar additional tax.

1.2 clause, schedule, attachment and paragraph headings shall not affect the interpretation of the Contract.

1.3 A reference to: (i) a company shall include any company, corporation or other body corporate, wherever and however incorporated or established; (ii) a person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assignees; (iii) “staff” shall also mean “employees”; (iv) words in the singular shall include the plural and vice versa; (v) one gender shall include a reference to the other genders; (vi) a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; (vii) writing or written shall not include

communications sent by email (unless expressly provided for); and (viii) clauses and schedules are to the clauses and schedules of the Contract.

- 1.4 Where a term of these terms and conditions provides for a list of items following the word “including”, “includes”, “in particular” or “for example”, then such list is not to be interpreted as being an exhaustive list. Any such list shall not be treated as excluding any item which might have been included in such list having regard to the context of the contractual term in question.

2 Performance of the Services

- 2.1 Optum shall, during the Term, use its reasonable endeavours to provide the Services in accordance with:
- 2.1.1 any time targets as may be set out in the Specification;
 - 2.1.2 the Specification and the terms of the Contract;
 - 2.1.3 all applicable laws and regulations;
 - 2.1.4 its quality and security certifications ISO 9001 and ISO 27001; and
 - 2.1.5 Good Industry Practice.
- 2.2 Optum shall provide at its own expense all staff, equipment, tools, appliances, materials or items required for the provision of the Services.
- 2.3 The Parties will co-operate with each other in good faith and take such reasonable and necessary action as is necessary for the efficient transmission of information and instructions.
- 2.4 Optum shall provide information related to the performance of the Services (in its standard format) as may be reasonably requested by the Customer.
- 2.5 The Parties will, acting in accordance with Good Industry Practice, use their reasonable endeavours to ensure that any computer systems and/or related hardware and/or software they use are free from corrupt data, and any other computer programs which might cause harm or disruption to the other Party's computer systems including but not limited to "time-bombs", "worms", "viruses", "Trojan horses", "protect codes", "data destruct keys" or other programming devices that might, or might be used to, improperly access, modify, delete, damage, deactivate or disable any third party's computer software, hardware or data.
- 2.6 Optum may apply (remotely or in person) any updates, upgrades or patches in respect of any Solution(s) from time to time. If any such application is scheduled to take place during operational hours and is likely to cause any disruption to the Customer's use of the same then Optum shall endeavour to provide reasonable advance notice (but the Customer acknowledges this may not always be possible in cases of emergency).
- 2.7 Optum may restrict or suspend access to or use of any Service(s) or Solution(s):
- 2.7.1 if it needs to undertake any planned maintenance, by providing notice as set out in section 1.1 of Schedule 1; or
 - 2.7.2 if it (acting reasonably) feels this is necessary for security, clinical safety purposes or for other emergency reasons, by providing as much notice as is reasonably practical in the circumstances.
- 2.8 If at any time Optum becomes aware of any act or omission or any proposed act or omission by the Customer or by any member, official or employee of the Customer which prevents or hinders or may prevent or hinder Optum from providing the Services then Optum shall promptly inform the Customer (via the Authorised Officer) of that fact.

- 2.9 The Customer has provided Optum with copies of its policies, rules, procedures and quality standards which may be relevant to the performance by Optum of its obligations under the Contract, and such documents are listed in the Contract Information. The Customer shall promptly inform Optum of any amendments to such documents.
- 2.10 Optum will promptly notify the Customer (via the Authorised Officer) of any actual or potential problems relating to Optum's suppliers that in its reasonable opinion may materially affect its ability to provide the Services.
- 2.11 Optum reserves the right to change (from time to time) any Service or Solution provided under the Contract at any time provided that the performance of the relevant Service or Solution is not materially adversely affected. Such changes may include:
- 2.11.1 introducing or removing features of a Service or Solution; or
- 2.11.2 replacing the relevant Service or Solution with an equivalent Service or Solution.

3 Deliverables

- 3.1 Wherever the Services require Optum to provide a Deliverable:
- 3.1.1 Optum shall use reasonable endeavours to deliver such Deliverable in the form prescribed and in accordance with the Specification. If no such form is prescribed in the Specification, Optum will provide such Deliverables to the requirements (including as to time of delivery) as agreed in writing between the Parties;
- 3.1.2 the Customer (acting reasonably) may accept such Deliverable or reject it on the grounds that such Deliverable is (in whole or in part) not of satisfactory quality and/or does not meet the brief set out in the Specification;
- 3.1.3 the Customer will not reject any Deliverable (wholly or in part) without providing written reasons to Optum as to why such Deliverable has been rejected;
- 3.1.4 any dispute as to whether the Customer has exercised its right to reject any Deliverable reasonably shall be resolved by the dispute resolution procedure set out in clause 25; and
- 3.1.5 subject to clause 3.1.4, any Deliverables which are rejected shall be replaced by Optum (at no extra charge to the Customer).

4 Performance Measurement

- 4.1 Optum shall use its reasonable endeavours to provide the Services in accordance with the terms of the Contract.
- 4.2 If the performance of the Contract by Optum is prevented or delayed by reason of any act, omission or default on the part of the Customer (including, by its agents, subcontractors, consultants or employees), then:
- 4.2.1 Optum shall be allowed a reasonable extension of time for completion of the Services so affected (and the Customer shall be liable for any additional costs or expenses incurred as a result of any such prevention or delay, provided that Optum shall provide details of, and shall take reasonably necessary steps to mitigate, such costs); and
- 4.2.2 Optum shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.
- 4.3 Without prejudice to clause 4.2, the Customer acknowledges that:
- 4.3.1 the MIG forms part of a much larger network of systems and solutions that, working together, enable the flow of data as between systems; and

4.3.2 Optum cannot control, and is not responsible for, the operation of any system or solution not within its direct control and that issues with the same may result in issues with the delivery of the Services (and which will be deemed, for the purposes of the Contract) to be Force Majeure Events to be managed in accordance with clause 18.

4.4 On request, Optum shall submit to the Customer progress reports detailing its adherence to the timetable (if any) as set out in the Specification.

5 Customer Obligations

5.1 The Customer shall:

5.1.1 not copy any Solution or merge or incorporate any Solution (or any part thereof) with or into any other software nor (subject to any rights under any applicable law that cannot be excluded) attempt to disassemble, decompile, modify, adapt or reverse engineer any Solution;

5.1.2 not translate, modify, lease, rent, assign, transfer, disclose, loan, redistribute, sub-lease, sub-license or create derivative works from any Solution;

5.1.3 not use any Solution or Service or any portion thereof as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution;

5.1.4 supervise and control use of the Solution(s) and Service(s) by the Customer's own users in accordance with the terms of the limited rights granted under the Contract and 5.1.6 below;

5.1.5 use the relevant Solution(s) and Service(s) in accordance with any user documentation, guides or training (and any other reasonable instructions received from time to time) provided by Optum from time to time;

5.1.6 ensure that its employees, agents and other parties who are permitted to use the Solution(s) and Services are notified of the relevant terms of the Contract prior to such employee, agent or party using the same;

5.1.7 not sub-license, assign, novate, transfer, sell, lease, rent, charge or otherwise deal in or encumber any Solution(s) or Service(s) (in whole or in part);

5.1.8 not provide or otherwise make available the Solution(s) or Service(s) to any person other than its employees or as specified herein without Optum's prior written consent; and

5.1.9 not use any Solution(s) or Service(s) in order to provide a bureau service (or any similar service) on behalf of any third party.

5.2 The Customer shall:

5.2.1 comply with the Customer Responsibilities;

5.2.2 provide to Optum, or procure for Optum, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by Optum to enable Optum to perform its obligations under this Agreement;

5.2.3 complete any preparation activities (including any that are set out in the Customer Responsibilities) that Optum may require promptly and in accordance with any reasonable timescales so as to enable Optum to deliver, and the Customer to receive, any Service(s);

5.2.4 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to its receipt of any Service(s) and its use of the relevant Solution(s);

5.2.5 promptly notify Optum as soon as it becomes aware of: (i) any unauthorised use of any Solution(s) or Service(s); or (ii) any errors in respect of any Solution(s) or Service(s);

- 5.2.6 comply with all applicable laws and regulations in relation to its receipt or use of any Service(s) and/or Solution(s);
- 5.2.7 comply with such generally applicable security policies as Optum may introduce from time to time;
- 5.2.8 ensure that it has in place at all times, on any device used to access any Service(s) or Solution(s) adequate and appropriate protections against any computer software that contains any "time-bombs", "worms", "viruses", "Trojan horses", "protect codes", "data destruct keys" or other programming devices that might, or might be used to, improperly access, modify, delete, damage, deactivate or disable any third party's computer software, hardware or data;
- 5.2.9 ensure that it implements and enforces reasonable security measures so as to minimise the risk of any unauthorised access to any Service(s) and/or Solution(s) (including enforcing appropriate password and other login security measures); and/or
- 5.2.10 have in place, operate and be responsible for the security of any and all data it stores, enters or processes using any Service(s) and/or Solution(s) data backup and archiving procedures in accordance with good industry practice.

5.3 The Customer shall:

- 5.3.1 have in place an IT environment that meets any relevant minimum specification identified in Schedule 2 for it to properly receive and use the relevant Solution(s) and Service(s); and
- 5.3.2 maintain all necessary network connections and environments for it to: (i) properly receive and use the relevant Solution(s) and/or Service(s); (ii) access and use the full functionality of the relevant Solution(s), and (iii) allow remote access to the relevant Solution(s) and/or Service(s) as required to enable to provision of any support and maintenance (and any other diagnostic) services.

5.4 The Customer accepts responsibility for the selection of the Solution(s) and/or Service(s) to achieve its intended results and acknowledges that none of the Solution(s) and/or Service(s) have been developed to meet the individual requirements of the Customer.

6 Contract Price and Payment

- 6.1 Optum shall charge the Customer the Contract Price in accordance with this clause 6.
- 6.2 Optum shall invoice the Customer for each element of the Contract Price at the intervals set out in the Contract Information. Such invoice(s) shall be rendered on Optum's own invoice form clearly marked with the Customer's order number (if any). Invoices shall detail the period to which they relate and the aspects of the Services for which payment is due.
- 6.3 The Customer shall pay each invoice submitted by Optum in cleared funds within thirty (30) days of the date of the relevant invoice. The Customer shall either pay such invoice(s) by BACS (Bank Automated Clearing System) or such alternate means as may be agreed in writing between the Parties.
- 6.4 Optum may, without prejudice to any other rights it may have, set off any liability of the Customer to Optum against any liability of Optum to the Customer.
- 6.5 The Contract Price is exclusive of VAT which shall be payable, if applicable, by the Customer in addition to the Contract Price.
- 6.6 In the event of the Customer breaching clause 6.3, and without prejudice to EMISs rights and remedies under the Contract, Optum may where the notice period under clause 7.2.1 has expired, suspend the performance of any and all Services until payment has been made in full.

- 6.7 Following the first year of the Contract, where in the relevant year Indexation would increase then Optum may at its discretion increase the Contract Price in accordance with the corresponding increase in Indexation. Such increase shall take effect from the next anniversary of Service Enablement.
- 6.8 Without prejudice to clause 6.7, Optum may at its discretion increase the Contract Price where the number of patients registered at the Customer (measured by reference to <https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/general-practice-data-hub/patients-registered-at-a-gp-practice>) increases beyond the parameters set out in the Contract Information on the Commencement Date. Optum shall conduct such review each Contract Year and such increase shall take effect from the next anniversary of Service Enablement.

7 Term and Termination

- 7.1 The Contract shall commence on the Commencement Date. The Contract shall continue for the Initial Contract Period, unless otherwise terminated as expressly provided for in the Contract. After the Initial Contract Period, the Contract will automatically renew on each anniversary of the date of Service Enablement for a further period of twelve (12) months unless terminated by either Party providing not less than ninety (90) days prior written notice of such termination (such notice to expire at the end of the Initial Contract Period or the next anniversary of the date of Service Enablement (as appropriate)).
- 7.2 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate the Contract, without liability to the other, immediately on giving written notice to the other if:
- 7.2.1 the other Party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment;
 - 7.2.2 the other Party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within sixty (60) days of that Party being notified in writing of the breach;
 - 7.2.3 the other Party becomes insolvent, is the subject of a petition for creditor protection or a petition in bankruptcy or of any other proceedings under bankruptcy, insolvency or similar laws or makes an assignment for the benefit of creditors (or any event occurs, or proceeding is taken, with respect to the other Party that has an effect equivalent or similar to any of the events mentioned in this clause 7.2.3); or
 - 7.2.4 the other Party shall have carried out a "Prohibited Act" as defined in clause 14.1.
- 7.3 Expiry or termination of the Contract for any reason (whether under the Contract or otherwise) will:
- 7.3.1 be without prejudice to any obligation or right of any party which has accrued prior to such expiry or termination (or will thereafter accrue in respect of the period before such expiry or termination); and
 - 7.3.2 not affect any provision of the Contract which is expressly or by implication intended to come into effect on, or to continue in effect after, such expiry or termination.
- 7.4 Following expiry or termination of the Contract Optum shall, at the Customer's cost and option, provide a handover and termination assistance service to the Customer or any new supplier of services.
- 7.5 Without prejudice to the generality of clause 7.3, the provisions of clauses 8, 9, 11, 12, 16, 17, 25 and 26 will survive expiry or termination of the Contract for any reason.

8 Authorised Officer

Any notice, information or communication given to, or made by, an Authorised Officer under or in connection with the Contract shall be deemed to have been given to, or made by, the Customer.

9 Limitation of liability

- 9.1 This clause 9 sets out the entire financial liability of Optum (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:
- 9.1.1 any breach of the Contract;
 - 9.1.2 the delivery of the Services and any use made by the Customer of the Services or any part of them; and
 - 9.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 9.2 Save where set out in the Contract, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 9.3 Nothing in the Contract limits or excludes a Party's liability to the other Party for:
- 9.3.1 death or personal injury resulting from its negligence;
 - 9.3.2 any damage or liability incurred as a result of its fraud or fraudulent misrepresentation; or
 - 9.3.3 any liability incurred which cannot be limited or excluded pursuant to applicable law.
- 9.4 Subject to clause 9.3, neither Party shall be liable to the other Party, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, for any:
- 9.4.1 loss (whether direct or indirect) of profits;
 - 9.4.2 loss (whether direct or indirect) of business or contract;
 - 9.4.3 loss (whether direct or indirect) of goodwill or injury to reputation;
 - 9.4.4 loss (whether direct or indirect) of anticipated savings;
 - 9.4.5 loss (whether direct or indirect) of use;
 - 9.4.6 loss (whether direct or indirect) of, or corruption to, any data or information; and/or
 - 9.4.7 indirect, consequential or special loss,
- in each case arising out of, or in connection, with the Contract.
- 9.5 Subject to clause 9.3, Optum's (and its Affiliates and sub-contractors) total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, equity, restitution or otherwise, arising out of or in connection with the Contract in respect of all claims (including, under any indemnities) arising:
- 9.5.1 in any Contract Year will be limited to a sum equal to one hundred and twenty percent (120%) of the total charges paid and/or due to be paid by the Customer under the Contract in that Contract Year (or in respect of any and all claims arising after the Contract has terminated or expired, a sum equal to one hundred and twenty percent (120%) of the charges paid and/or due to be paid in the final Contract Year of the Contract); and
 - 9.5.2 during the Term will be limited to a total of £500,000.
- 9.6 Subject to clause 9.3, the Customer's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, equity, restitution or otherwise, arising out of or in connection with the Contract in respect of all claims (including, under any indemnities) arising in any Contract Year will be limited to a sum equal to one hundred and twenty percent (120%) of the total

charges paid and/or due to be paid by the Customer under the Contract in that Contract Year (or in respect of any and all claims arising after the Contract has terminated or expired, a sum equal to one hundred and twenty percent (120%) of the charges paid and/or due to be paid in the final Contract Year of the Contract).

10 Review

Optum shall, upon request, attend an annual review meeting (each such meeting being a "**Review**"), to discuss the provision and receipt of the Services. Such Reviews shall be attended by duly authorised and sufficiently senior employees of both the Customer and Optum together with any other relevant attendees. The Parties shall agree a standing agenda for such Reviews.

11 Intellectual Property

- 11.1 In the event that new inventions, designs or processes evolve in performance of, or as a result of delivering the Service(s) the Customer acknowledges that the same shall be the property of Optum.
- 11.2 All Intellectual Property and all other rights subsisting in any Service(s) and/or any Solution(s) and Deliverables (including, the MIG) provided by Optum shall remain exclusively with Optum (or its third party licensor(s) as appropriate) and the Customer shall have no rights in or to the same other than the right to use the same in accordance with the terms of the Contract.
- 11.3 Optum grants the Customer, during the Term, a non-exclusive, limited right to use the relevant Solution(s) to the extent necessary for the Customer to receive and use the Services.
- 11.4 The Customer shall not remove or alter any copyright or trade mark notices included in any Solution(s), or other Optum materials and it shall reproduce the same in any and all copies which it may make in accordance with the terms of the Contract.
- 11.5 In the event a claim, relating to the infringement of any third party Intellectual Property, is made, or in Optum's reasonable opinion is likely to be made, against the Customer in relation to any of the Solution(s) or Service(s), Optum may, at its sole option:
 - 11.5.1 procure for the Customer the right to continue to use the relevant Solution(s) and/or Service(s) in accordance with the terms of the Contract;
 - 11.5.2 modify the relevant Solution(s) and Service(s) so that it ceases to be infringing;
 - 11.5.3 replace the relevant Solution(s) or Service(s) with non-infringing materials; or
 - 11.5.4 terminate the Contract immediately by notice in writing to the Customer.

12 Confidentiality

- 12.1 Each Party receiving Confidential Information belonging to the other Party shall:
 - 12.1.1 hold all such Confidential Information in strict confidence and keep it secure, applying to any Confidential Information at least the same standard of care with which it treats its own proprietary and confidential information (and in any case not less than a reasonable standard of care);
 - 12.1.2 seek to access Confidential Information, and use Confidential Information, in each case only:
 - a) for the purpose of performing its obligations under the Contract; and
 - b) in accordance with the Contract;

CONFIDENTIAL

and specifically refrain from seeking to access Confidential Information, and from using Confidential Information, for its own or any third party's benefit or in any other manner not authorized in writing by the disclosing Party;

- 12.1.3 disclose, or permit access to, Confidential Information only to persons who are its employees, or its independent contractors, who both:
 - a) have a need to know the Confidential Information in order to give effect to the Contract or advise in connection with it (or both); and
 - b) are subject to nondisclosure obligations substantially similar to those of the Contract,
- 12.1.4 not make any public statement confirming the existence of this Contract or relationship between the Parties without the prior written consent of the other Party;
- 12.1.5 accept responsibility for any access to, use, or disclosure of any Confidential Information in violation of the terms of the Contract and to take such steps as may be required by applicable law to enforce this obligation;
- 12.1.6 return to the disclosing Party (or, at the disclosing Party's request, destroy in such manner as not to allow its re-creation and confirm to the disclosing Party the receiving Party's compliance with this obligation) within fourteen (14) days of the expiry (or earlier termination) of the Contract (or such earlier date as the disclosing Party may reasonably request) all materials (in writing or otherwise, including copies) containing any Confidential Information; and
- 12.1.7 promptly notify (where it is permitted to do so by law) the disclosing Party if the receiving Party is requested or required to disclose, or permit access to, any Confidential Information to a third party in connection with any civil or criminal investigation or any judicial or administrative proceeding, so that the disclosing Party may if it chooses seek an appropriate protective order.
- 12.2 Notwithstanding clause 12.1, a receiving Party's obligations of confidentiality contained in the Contract shall not apply:
 - 12.2.1 to the extent required by law, by any court of competent jurisdiction, or by an official regulatory body; or
 - 12.2.2 to information that:
 - a) at the time of disclosure was in the public domain or comes into the public domain other than through breach of the Contract by the receiving Party;
 - b) was known by the receiving Party (as established by its own records or other competent proof) before it received the Confidential Information, or was exposed to it, or had the ability to access it; or
 - c) is lawfully disclosed to the receiving Party by a third party acting in good faith and not bound by a confidentiality obligation.
- 12.3 The obligations of confidentiality contained in the Contract shall continue in force during the Term and for a period of seven (7) years following the termination or expiry of the Contract.
- 12.4 The Parties acknowledge that either Party's breach of this clause 12 may cause the other Party irreparable injury for which damages would not be an adequate remedy. Therefore, in the event of such breach, the non-breaching Party shall be entitled to extraordinary or injunctive relief in addition to any other remedies it may have.

13 Data Protection

- 13.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 13.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and Optum is the data processor (where data controller and data processor have the meanings as defined in the Data Protection Legislation).
- 13.3 Schedule 3 sets out the scope, nature and purpose of processing by Optum, the duration of the processing and the types of Personal Data and categories of Data Subject (both as defined in the Data Protection Legislation). The parties may, from time to time, update Schedule 3 to reflect any changes to the scope of the processing.
- 13.4 Without prejudice to the generality of clause 13.1, the Customer will ensure that it has all necessary rights and notices in place to enable the lawful transfer of the Personal Data to Optum for the duration and purposes of this Contract.
- 13.5 The Optum shall, in relation to any Personal Data processed in connection with the performance by Optum of its obligations under this Contract:
- 13.5.1 process that Personal Data on the written instructions of the Customer (unless otherwise required by law);
 - 13.5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - 13.5.3 take all reasonable steps to ensure the reliability and integrity of personnel who have access to and/or process Personal Data;
 - 13.5.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - a) the Customer or Optum has provided appropriate safeguards in relation to the transfer;
 - b) the Data Subject has enforceable rights and effective legal remedies;
 - c) Optum complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - d) Optum complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - e) Optum complies with the NHS Data Security and Protection Toolkit;
 - 13.5.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 13.5.6 notify the Customer without undue delay on becoming aware of a Personal Data breach;
 - 13.5.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by law to store the Personal Data; and

13.5.8 allow for audits by the Customer or the Customer's designated auditor in respect of Optum's data processing activities under this Contract.

- 13.6 Optum is given general authorisation to engage third-parties to process the Personal Data ("**Sub-Processors**") without obtaining any further written, specific authorisation from the Customer. Optum will notify the Customer in writing about the identity of a potential Sub-Processor and the Customer will have the right to object to the same by giving notice in writing within one month from receiving the notification from the Optum. The Optum shall complete a written sub-processor agreement with any Sub-Processors which shall include protections substantially similar to those under the Agreement. The Optum is accountable to the Customer for any Sub-Processor in the same way as for its own actions and omissions.
- 13.7 The parties may, acting reasonably, agree to amend this Contract to ensure that it complies with any applicable guidance issued by the Information Commissioner's Office from time to time.
- 13.8 For the avoidance of doubt, the Customer acknowledges that Optum may, from time to time, need to process Personal Data relating to patients in connection with its provision of the Services and/or the support services under the Contract Information (such processing to be undertaken subject to the terms of this clause 13).

14 Prohibited Acts

- 14.1 For the purposes of the Contract, "**Prohibited Act**" means
- 14.1.1 to directly or indirectly offer, promise or give any person working for or engaged by a Party a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;
 - 14.1.2 to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
 - 14.1.3 an offence: (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud a party; or
 - 14.1.4 any activity, practice or conduct which would constitute one of the offences listed under clause 14.1.3 if such activity, practice or conduct had been carried out in the UK.
- 14.2 Each Party shall ensure that it (and any person associated with it in connection with the Contract) shall refrain from committing, facilitating, encouraging or allowing a Prohibited Act. Each Party shall be responsible for any Prohibited Act carried out by any person associated with it in connection with the Contract. Should either Party commit, facilitate, encourage or allow a Prohibited Act to take place the innocent Party may terminate the Contract in accordance with clause 7.2.4.

15 Relationship

At all times in connection with the Contract, Optum shall be an independent contractor and nothing in the Contract shall create a relationship of agency or partnership or a joint venture as between Optum and the Customer and accordingly Optum shall not be authorised to bind the Customer.

16 Non-Solicitation

- 16.1 During the Term and for six (6) months thereafter, the Customer shall not employ or contract for the services of any individual who is or has been:
- 16.1.1 in the employ of Optum; or

16.1.2 working as a contractor for Optum,

and in either case has been concerned with the performance of any Service(s) and/or delivery of any Solution(s) or Goods under the Contract.

16.2 In the event of any breach of clause 16.1, the Customer shall promptly pay to Optum (as liquidated damages, being a reasonable pre-estimate of Optum's loss) a sum equal to fifty per cent (50%) of the annual compensation payable by Optum to the person so hired plus all recruitment agency costs incurred in appointing a replacement for such person.

17 Audit

17.1 Optum shall have the right (upon giving reasonable notice and within normal business hours) to inspect the Customer's use of the relevant Service(s) and its compliance with the terms of the Contract.

17.2 Optum may perform an inspection under clause 17.1:

17.2.1 either itself (e.g. through an internal auditor) or through an external auditor; and

17.2.2 no more than twice per year (and once during the twelve (12) months immediately following the termination or expiry of the Contract) unless a breach of the Contract or of security has occurred in which case a further inspection may take place.

17.3 Optum shall use its reasonable endeavours to ensure that the conduct of any inspection does not unreasonably disrupt the business of the Customer.

17.4 The Customer shall provide such access and assistance (and access, including, remote access, to the relevant Sites, records and/or systems) as Optum may reasonably require in connection with any inspection or audit. Each Party shall bear its costs of preparing for and undertaking an inspection pursuant to clause 17.1.

17.5 If an inspection pursuant to clause 17.1 finds material irregularities, errors or non-compliance by the Customer then, without prejudice to any other remedies available to Optum, the Customer shall promptly remedy the same.

18 Force Majeure

18.1 Optum shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including: issues in respect of any relevant network or pathway outside of Optum's direct control (including, the providers of any principal clinical system(s)), strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, epidemic, pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors ("**Force Majeure Event**").

18.2 Where the Force Majeure Event affects Optum's ability to perform part of its obligations under the Contract Optum shall notify the Customer of its occurrence and shall fulfil all such contractual obligations that are not so affected and shall not be relieved from its liability to do so.

18.3 If Optum is prevented from performance of its obligations as a result of a Force Majeure Event, either Party may at any time, if the Force Majeure Event subsists for sixty (60) days or more, terminate this Contract by issuing a written notice to the other Party.

19 Variation

No variation of the Contract or of any of the documents referred to hereunder, shall be valid unless it is in writing and signed by or on behalf of each Party.

20 Waiver

- 20.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a Party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 20.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

21 Severance

Should any of the provisions of the Contract be ineffective due to being invalid, illegal or unenforceable (an "**Ineffective Provision**"), such Ineffective Provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provisions or the remaining provisions of the Contract. The Parties agree to attempt to substitute for any Ineffective Provision a valid, legal and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the Ineffective Provision.

22 Entire Agreement

- 22.1 The Contract constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.
- 22.2 Each Party represents and agrees that in entering the Contract it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to the Contract or not) other than as expressly set out in the Contract. The only remedy available to either Party for breach of the warranties will be for breach of contract under the terms of the Contract. Nothing in this clause 22 shall limit or exclude any liability for fraud.

23 Assignment

- 23.1 Each Party shall not, without the prior written consent of the other Party, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 23.2 Notwithstanding clause 23.1 Optum may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under this and may subcontract or delegate in any manner any or all of its obligations under the Contract to any Affiliate.
- 23.3 Each Party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.
- 23.4 A person who is not a Party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, the Contract.

24 Notices

- 24.1 Any notice required to be given under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other Party at such address as may have been notified by that Party for such purposes or by email to (in respect of notices sent to Optum – uk.contracts@optum.com and in respect of notices to the Customer, such email address as it may nominate).
- 24.2 A notice delivered by hand or email shall be deemed to have been received when delivered (or if delivery is not during normal working hours, at 9:00am on the first business day following delivery). A

correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

24.3 All notices sent to Optum shall be marked for the attention of: Legal Counsel.

25 Dispute Resolution

25.1 Any dispute arising out of or in connection with the Contract (each a "**Dispute**") shall be referred by either Party first to representatives of each of the Parties for resolution.

25.2 If the Dispute cannot be resolved by the relevant representatives of the Parties within ten (10) business days after the Dispute has arisen, either Party may give notice to the other Party in writing (each a "**Notice**") that a Dispute has arisen.

25.3 Within ten (10) business days after the date of the Notice, the Dispute shall be referred to a senior executive of each of Optum and the Customer for resolution. If the Dispute is not resolved by agreement in writing between the Parties within ten (10) business days after the date of the Notice, then clauses 25.4 and 25.5 shall apply.

25.4 If the procedure set out in clause 25.3 above has been exhausted and fails to resolve such Dispute, the Parties will attempt to settle it by mediation. The Parties, shall acting reasonably, attempt to agree upon a mediator. In the event that the Parties fail to agree a mediator within five (5) Business Days following the exhaustion of all levels of the escalation procedure at clause 25.3, the mediator shall be nominated and confirmed by the Centre for Effective Dispute Resolution, London.

25.5 The mediation shall commence within twenty eight (28) days of the confirmation of the mediator in accordance with clause 25.4 or at such other time as may be agreed by the Parties in writing. Neither Party will terminate such mediation process until each Party has made its opening presentation and the mediator has met each Party separately for at least one hour or one Party has failed to participate in the mediation process. After this time, either Party may terminate the mediation process by notification to the other Party (such notification may be verbal provided that it is followed up by written confirmation). The Parties will cooperate with any person appointed as mediator providing them with such information and other assistance as they shall require and will pay their costs, as they shall determine or in the absence of such determination such costs will be shared equally.

25.6 If the mediation process in clauses 25.4 and 25.5 fails to resolve the Dispute then each Party shall be entitled to pursue such remedies as may be available to it under the Contract or otherwise at law or in equity. This clause 25 is without prejudice to either Party's right to seek interim relief against the other Party (such as injunction) through local courts, as defined herein, to protect its rights and interests, or to enforce the obligations of the other Party.

26 Governing Law and Jurisdiction

26.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of England and Wales.

26.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).



CONFIDENTIAL

IN WITNESS WHEREOF the Contract is executed as follows:

SIGNED for and on behalf of the **Customer**

Signature:	
Print name:	
Job Title:	
Date:	

SIGNED for and on behalf of **Egton Medical Information Systems Limited**

Signature:	
Print name:	
Job Title:	
Date:	



CONFIDENTIAL
SCHEDULE 1

SERVICE LEVEL AGREEMENT

Maintenance and Support

1.1 Maintenance

Optum will require regular access to the Solution(s) for the purposes of updating and maintaining the same. Optum shall use commercially reasonable endeavours to make the Services available, except for:

- (a) planned maintenance carried out during the maintenance windows (as notified by Optum from time to time, Optum using its reasonable endeavours to schedule such periods outside of its Standard Support Hours); and
- (b) unscheduled maintenance (Optum using its reasonable endeavours to perform the same outside its Standard Support Hours, though the Customer acknowledges that this will not always be achievable, in particular in instances where there may be a clinical or security risk which needs to be investigated or addressed). Optum shall use its reasonable endeavours to give the Customer reasonable prior notice of any unscheduled maintenance activities.

Support

1.2 Service Level

Resolution Target Time

If the Customer reports an incident to Optum (via its support desk) then Optum's support team will create an incident log and assign a priority level (applying the criteria detailed below) which will dictate the target incident resolution time. The priority is derived from the assessment of the impact and urgency of the reported issue. The priority levels and target resolution times are as follows:

Priority Level	Target Resolution (Hours)*
1	4
2	8
3	16
4	48
5	144

*Resolution times operate within support hours only

PRIORITY GUIDANCE

Priority	Description
1	A major Service incident which causes significant business impact and prevents the Customer from providing a normal service. These would typically be incidents which: • cause unavailability of the entire (or a major element of) a Service; or • cause incorrect processing of data or errors in a major system function; and • affect all end users at multiple organisations
2	Service incidents which cause localised business impact and materially limit the ability of the user to provide a normal service. These would typically be incidents which: • cause unavailability of individual organisations, a key module or major function; or • cause incorrect processing of data or errors in a major system function; and • affect some users at multiple sites or all users at a single site. (Note that the response times for Priority 1 and 2 incidents can be the same and may be dealt with in the same way)
3	Service incidents which cause relatively minor business impact and affect non-critical functions. These would typically be incidents which: • cause minor disruption of services; and • leave most functions available but restrict performance, causing inconvenience.
4	Service incidents which cause negligible business impact, and do not prevent the use of system functions.
5	Service incidents of a cosmetic nature

SUPPORT HOURS

Incidents will be addressed during Optum's "**Standard Support Hours**" as may be updated or varied by Optum by notice from time to time and which as at the Commencement Date are as follows:

Day	Hours
Monday	0800-1800
Tuesday	0800-1800
Wednesday	0800-1800
Thursday	0800-1800
Friday	0800-1800
Saturday	Closed
Sunday	Closed

Bank/Public Holidays	Closed
----------------------	--------

All incidents reported to Optum's support team during the Standard Support Hours will be logged.

Optum will use its reasonable endeavours to resolve each incident in accordance with the relevant target resolution time as described in this Schedule attached to the severity level for that incident. The target resolution time counter will run within the Support Hours relevant to the priority of the incident. Incidents will be closed once resolved, or where a suitable work around has been provided.

The target resolution time counter will be paused when one of the following situations occurs:

- the minimum data set required to diagnose the issue is not available;
- the relevant end user is unavailable and attempts have been made on more than two occasions to make contact; and/or
- there is no acceptable remote access to the affected system (and this is not due to some default on the part of Optum).

AVAILABILITY

Optum shall use its reasonable endeavours to provide at least 99% availability in respect of the relevant Service(s) during its Standard Support Hours.

Service availability shall be represented as a percentage, calculated as follows:

- $\text{actual minutes in month} - \text{planned downtime minutes} = \text{total service minutes}$
- $\frac{\text{total service minutes} - \text{unplanned downtime minutes}}{\text{total service minutes}} * 100 = \text{Availability}$

Service availability is measured at the end of each calendar month (starting from the third month after the Service goes live).

For the avoidance of doubt, issues and downtime caused by the acts or omissions of the Customer or any third party caused outages or disruptions will be taken into account by Optum on an appropriate basis when determining the availability measure achieved.

SERVICE SPECIFICATIONS

SPECIFICATION	Detailed Care Record (DCR) Service Subject to the Dependencies described below, the DCR Service caters for the retrieval and display of patient record detailed information. It can provide integrated access to Primary Care patient records from Microtest, Vision, Egton Medical Information Systems Limited (Optum) and TPP SystemOne GP practices for trusted third party applications. Although subtly different across the Primary Care patient records, based on the appropriate sharing agreements being in place and patient consent being confirmed, data can be presented within the common DCR view that will consist of: • Summary • Problems ○ Current problems ○ Past problems • Diagnosis • Medication ○ Current Medication ○ Past Medication ○ Medication issues • Risks and Warnings • Allergies • Contraindications • Procedures • Operations • Immunisation • Investigations ○ Biochemistry ○ ECG ○ Haematology ○ Imaging ○ Microbiology ○ Cytology ○ Other Investigations ○ Physiology ○ Urinalysis • Blood Pressure • Events • Encounter list • Encounter detail
---------------	--

	• Referrals • Admissions • Demographic Structured data, along with the view, is also available with this service this is only available from Optum and Vision. NB. Does not include certain codes of a sexual and mental health nature. The above information will be restricted as per the MIG content model, available on request, which contains further details. Dependencies • Core systems being Optum, Vision, Microtest or TPP SystemOne; • PDS and/or MIG Trace; • Sharing Agreements in place with GP Practices as per content model; • Third Party Supplier Engagement; and • N3 Connection.
DELIVERABLES	Delivery of the Detailed Care Record Service according to the Specification.
SPECIFICATION	Document Service The Medical Interoperability Gateway Document Service allows the secure exchange of electronic discharge summaries between Service Providers and Primary Care. Documents can be sent to both Vision and Optum GP Practices, to be viewed within the GP Practice clinical system. The practice can either accept the document to be stored into the patient's record or reject the document. The sender will be provided with an immediate response confirming delivery followed by an acknowledgment when the document is filed or rejected. Supported Document Format MIG Document Service currently support the following document formats: • PDF • Word • RTF • HTML • Kettering • CDA (HL7 V3) – Coded data Dependencies • Core GP systems being Optum or Vision • Reliable mechanism to source target organisation details and patient NHS number / CHI number (e.g. PDS, PAS) or MIG Trace • If MIG Trace is required demographic streaming to EMIS Web and Vision 360 and sharing agreements • Optum and Vision Message Handling System • Optum or Vision MIG Enabled Document Management System • N3 Connection
DELIVERABLES	Delivery of the Document Service according to the Specification.

SPECIFICATION	Shared Record Viewer Subject to the dependencies described below, the Shared Record Viewer is an Internet Browser based technology and provides for patient look up and access to the GP Detailed Care Record views as referenced in the Detailed Care Record (DCR) Service Specification. The Shared Record Viewer does not require integration to a third party system and provides full authenticated login and audit trail function. Dependencies: • Sharing Agreements in place with GP Practices as per content model • N3 Connection • Browser version IE7 or above on Microsoft platforms, Chrome, Firefox and Safari
DELIVERABLES	Delivery of the Shared Record Viewer according to the Specification
SPECIFICATION	Primary Care Datasets Subject to the Dependencies described below, the Primary Care Dataset Service caters for the retrieval and display of patient record detailed information relating to a specific condition or predefined dataset. It provides integrated access to specialised information within the primary patient records from some GP Clinical system providers. Based on the appropriate sharing agreements being in place and patient consent being confirmed, data can be presented within views as defined with the Customer. The following datasets are examples of some of the datasets that are available from some GP Clinical systems: • Palliative Care • Care Planning • Special Patient Notes • Optum Journal View (Timeline of all coded and text entries) • Chronic Obstructive Pulmonary Disease (COPD) • Cancer • Diabetes • Heart Failure Structured data, along with the view, is also available with this service. Dependencies • PDS and/or MIG Trace • Sharing Agreements in place with GP Practices as per content model • Third Party Supplier Engagement • Third Party Supplier Engagement
DELIVERABLES	Delivery of the agreed dataset(s) and view(s) as agreed with the Customer and according to the specification.
SPECIFICATION	Health and Social Care datasets Subject to the dependencies described below, the Health and Social Care dataset service caters for the retrieval and display of patient record detailed information relating a predefined dataset.

	It provides integrated access to specialised information within a non-primary care patient record from trusted third party applications. Based on the appropriate sharing agreements being in place and patient consent being confirmed, data can be presented within views as defined with the Customer. The following datasets are available from other health and social care provider systems: - Community, Children's and Mental Health: - EMIS Web: Structured data, along with the view is available with this service. - Servelec RiO – Views only - Acute: - Teleologic: Views only - Social Care: - Liquidlogic – Adult Social Health: Views only Dependencies - PDS and/or MIG Trace - Sharing Agreements in place - Third Party Supplier Engagement
DELIVERABLES	Delivery of the agreed dataset(s) and view(s) as agreed with the Customer and according to the specification.
SPECIFICATION	MIG Consuming Portal This service provides the functionality for EMIS Web GP, clinical service and community system users to view MIG data within the EMIS Web frame. Dependencies - EMIS Web is the core clinical system - Sharing agreements in place with organisations as per the content model - N3 Connection
DELIVERABLES	Delivery of the agreed MIG Consuming Portal as agreed with the Customer and according to the specification.
SPECIFICATION	MIG Enhanced Reporting Service This service provides enhanced reports that will be delivered monthly and include a spreadsheet of raw data and a pdf document that provides easy to view visual displays of the data for all your endpoints. Dependencies This service is only available to organisations on our Enhanced MIG environment.
DELIVERABLES	Delivery of the agreed MIG Enhanced Reporting Service as agreed with the Customer and according to the specification.

Data Retention

When the Customer uses the MIG to run a trace request then it will do so using the relevant NHS/CHI number(s).

For audit and security purposes the MIG will store the following details regarding each trace request made:

- From where the request was made;

- The recipient of the request; and
- The relevant NHS/CHI number.

In addition to the above, the MIG will retain a copy of the message itself for a period of up to ninety (90) days (again for security and audit purposes), this information will include:

- NHS/CHI number;
- Name of the user of the requesting system;
- Details of the originating site; and
- Details of the destination site.
- Conversational data

All data retained will be managed in accordance with the terms of the Contract, including clause 13.

DATA PROCESSING SCHEDULE

1. Processing by Optum:

- 1.1 Subject matter of the processing: The Medical Interoperability Gateway is a secure middleware technology which enables the two-way exchange of patient information between local healthcare settings.
- 1.2 Nature: such processing as is necessary to enable the view of static data to provide the services under the Contract (which may include, from time to time: collecting, structuring, storing, retrieving, using, disclosing by transmission, dissemination or otherwise making available, erasing or destroying data). Data captured by each user is hosted by or on behalf of the supplier. The data is made available to the user through an HSCN/N3 facing client
- 1.3 Purpose of processing: for the purposes of delivering the services and meeting other obligations specified in the Contract.
- 1.4 Duration of the processing: for the term of the Contract (together with the delivery of any post-termination obligations including any back-up copies of data created through the delivery of the relevant services).

2. **Types of Personal Data:** the solution enables users to view demographic and sensitive patient information (on a sharing agreement basis) therefore we may process the following classes of personal data: title, surname, forename, NHS number or CHI number, gender, date of birth, medical records.

3. **Categories of Data Subject:** patients, patient's family, system users, clinical staff.