

OPTUM HEALTH SOLUTIONS (UK) LIMITED
CLOUD SUBSCRIPTION SERVICES AND LICENSE AGREEMENT

This Cloud Subscription Services and License Agreement (the “**Agreement**”) is made as of the earlier of the Start Date or (the “**Effective Date**”), by and Egton Medical Information Systems Limited Fulford Grange Micklefield Lane, Rawdon, Leeds, England, LS19 6BA, England (“Optum”), and [enter counterparty], an company incorporated under the laws of [England and Wales or enter appropriate countries] registered No. [enter registration number], whose registered address is [enter address] (“**Customer**”).

Customer wishes to obtain certain Software and Services from Optum under the G-Cloud 15 Framework. This Agreement sets forth the Supplier Terms and Conditions (as defined in the G-Cloud 15 Framework) under which Optum will provide the requested Software and Services.

1. Software and Services.

1.1. The following definitions shall apply to this Agreement, including all product schedules referencing this Agreement (the “**Schedules**”):

- 1.1.1. “**Affiliate**” shall mean a company, which controls, is controlled by or is under common control with a party to this Agreement. For this purpose “control” shall mean majority ownership or having otherwise the power to govern the financial and the operating policies or to appoint the management of an organization.
- 1.1.2. “**Cloud Services**” shall mean any infrastructure management services, hardware installation and maintenance services, hosting and administration services for internet-based applications (including Optum hosting of its Software to provide services), application management services, remote storage, information security, business continuity, or other similar services that Customer obtains from Optum pursuant to this Agreement as specified in a Schedule, but does not include Professional Services.
- 1.1.3. “**Customer Content**” shall mean data, text, audio, video, images or other content that Customer or a Data Source delivers to and runs on the Cloud Services.
- 1.1.4. “**Customer Data**” shall mean any data that Customer, its End Users or a Data Source make available to Optum or which is posted or uploaded by the Customer, its End Users or Data Sources onto the Software in connection with the Services provided under this Agreement, including Personal Data.
- 1.1.5. “**Customer Resources**” shall mean, the Customer Content delivered to Optum by Customer.
- 1.1.6. “**Data**” shall mean all databases, data sets and other collections of information that Customer licenses from Optum pursuant to this Agreement.
- 1.1.7. “**Data Protection Laws**” shall mean the applicable legislation protecting the fundamental rights and freedoms of individuals, in respect of their right to privacy and the processing of their personal data, as amended from time to time, including Regulation (EU) 2016/679, 'the General Data Protection Regulation' ("GDPR"), the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003, together with decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, data protection authorities and other applicable Government authorities.
- 1.1.8. “**Data Sources**” shall mean Customer and its administrators, subcontractors, consultants, vendors and other sources of Customer Data to be delivered to Optum.
- 1.1.9. “**Documentation**” shall mean all user manuals and other written specifications distributed to Customer in connection with the Software.
- 1.1.10. “**End User**” shall mean any end user of Software or a Customer Resource.
- 1.1.11. “**Optum Personnel**” means Optum’s employees and its Affiliates, licensors and subcontractors and their respective employees and subcontractors.
- 1.1.12. “**Optum Policies**” shall mean Optum’s Acceptable Use Policy, Privacy Policy, Administration Policy, and any other policy or terms governing the Services that may be delivered by Optum or referenced in or incorporated into this Agreement.
- 1.1.13. “**Optum Security Standards**” means Optum’s security standards as updated by Optum from time to time.
- 1.1.14. “**Optum Systems**” means Optum’s then current data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are used to provide the Services.
- 1.1.15. “**Optum Tools**” shall mean any software, documentation, APIs, or other tools that Optum makes available in connection with the Services to allow access to and use of the Services.
- 1.1.16. “**Party**” means Customer or Optum, as applicable.

- 1.1.17. **"Parties"** means Customer and Optum.
- 1.1.18. **"Personal Data"** shall have the meaning given to such term in the Data Protection Laws.
- 1.1.19. **"Professional Services"** shall mean any implementation, integration, configuration, training, analytical, data management, support, maintenance, reporting, consulting and other services that Customer obtains from Optum pursuant to this Agreement as specified in a Schedule.
- 1.1.20. **"Schedule"** shall mean either a Product Schedule or Statement of Work or Call-Off Order under the G-Cloud 15 Framework which sets forth products and/or services purchased, licensed or to which access is provided by Optum to Customer.
- 1.1.21. **"Service Credit"** shall mean a financial credit payable to Customer as further described in a Service Level Agreement.
- 1.1.22. **"Service Level Agreement"** shall mean the agreement for Service Levels for the applicable Cloud Services attached to the applicable Schedule, if any.
- 1.1.23. **"Service Levels"** is defined in the applicable Service Level Agreement.
- 1.1.24. **"Services"** shall mean Professional Services and Cloud Services, as the context dictates, provided by Optum hereunder.
- 1.1.25. **"Software"** shall mean all computer software programs Optum grants Customer a license or access to pursuant to a Schedule, all updates and revisions to such Software that Optum provides to Customer, and all Documentation provided with such Software.
- 1.1.26. **"Useable Data"** shall mean complete, readable Customer Data in the format required for the applicable Software or Services product, conforming to the source data standard set forth in a Schedule, and including appropriate documentation, which has been tested and inspected by Optum, and determined to be Useable Data by Optum.
- 1.1.27. Definitions and terms used in this Agreement will have the same meaning as set out under the Call-Off Contract unless expressly set out otherwise herein.
- 1.2. When Customer agrees to purchase or receive Professional Services, access Cloud Services or license Software Services or access from Optum pursuant to this Agreement, the parties shall sign an appropriate Schedule to this Agreement. Execution of this Agreement does not bind Customer to any particular Services or Software until the parties execute a written Schedule. Each Schedule shall define the Software and/or Services to be provided to Customer and the prices and terms applicable to them. To the extent the terms of a Schedule conflict with the terms of this Agreement, the terms of the Schedule shall control.
- 1.3. The following applies to Customer's right to access and/or use any of the Software:
 - 1.3.1. As of the Effective Date of the applicable Schedule, Optum grants Customer and its End Users a nonexclusive, nontransferable license to access and use the Software for Customer's and its End Users internal use within UK, pursuant to the terms of this Agreement and the applicable Schedule. Customer and its End Users may access and use the Software only as permitted in the applicable Schedule, and for no other purposes.
 - 1.3.2. The Software may only be accessed by End Users who have been properly issued access credentials or a valid password and in accordance with the terms of the applicable Schedule and the Agreement. End Users shall be required to maintain their ID and password or SSO access information in strict confidence and to choose a password and change their passwords from time to time in accordance with Optum's applicable security policies.
 - 1.3.3. In the event that Customer wishes to use a third party as its agent to access the Software or a database of Customer Data produced through use of any Software (if applicable), Optum must approve access by such third party and the third party must sign an appropriate nondisclosure agreement with Customer or with Optum. However, Optum's approval is not required for third party contractors that will have only incidental contact with or use of such items. Customer, however, remains responsible for protecting the confidentiality of the Software and Services it obtains from Optum. Except as permitted by this Agreement, Customer shall have no right to allow any person or entity who is not a party to this Agreement or an End User of Customer to access the Software directly or indirectly in any way.
 - 1.3.4. Customer may make copies of the Software only for backup, archival, disaster recovery, and disaster recovery testing purposes. On each such copy of the Software Customer shall reproduce all notices or legends appearing on the original copy, including the copyright notice. All copies of the Software made or received by Customer can be used only as permitted under this Agreement. At any time within ten (10) days after Optum's written request, Customer shall inform Optum of the number and location of all copies of the Software Customer has made or received.
 - 1.3.5. Customer shall not (i) copy, reproduce, modify, or excerpt any of the Software for any purpose other than as expressly permitted under this Agreement; (ii) distribute, rent, sublicense, share, transfer or lease the Software to any person or entity that is not a party to this Agreement or an Affiliate of Customer, or use the Software to provide service bureau or similar services to third parties (unless expressly permitted on a Schedule); or (iii) attempt to reverse engineer or otherwise

obtain copies of the source code for the Software or the identity of individual patients or members, Data Sources, persons, payers, or providers reflected in any Data Products.

1.3.6. Optum shall furnish to Customer without charge only those updates to or new versions of Software that Optum furnishes without charge to all other licensees for the Software. If Optum notifies Customer that an update supersedes the preceding version, Customer shall have a reasonable time in which to move to the updated version, and thereafter, Optum will have no further obligation to provide maintenance services for the superseded Software versions. When Optum hosts Software for Customer, Optum will use the then-current version of the Software on behalf of Customer.

1.4. The following applies to Customer's purchase of, or subscription to, any Services:

1.4.1. Optum shall use commercially reasonable efforts to perform the Services in accordance with this Agreement, including each Schedule, subject to the terms and conditions of this Agreement. Professional Services may be subject to a project plan agreed by the Parties as part of an Schedule or as part of performance of the Services.

1.4.2. Optum will implement reasonable and appropriate measures for the Cloud Services, as reasonably determined by Optum, which are designed to secure Customer Content against accidental or unlawful loss, access or disclosure, in accordance with the Optum Security Standards. Optum may modify the Optum Security Standards from time to time, but will continue to provide at least the same level of security as is described in the Optum Security Standards on the applicable Schedule Effective Date.

1.4.3. Optum shall not be liable for any failure to comply with its obligations or duties arising under or in connection with this Agreement to the extent such failure is caused by any failure by Customer to comply with its obligations under this Agreement or other acts or omissions of Customer or Customer personnel or third parties outside of Optum's control.

1.5. Changes.

1.5.1. Changes in scope of the Services and/or Customer Resources may require an equitable adjustment to Optum's fees and/or date of performance, and Optum shall not be required to undertake such additional work until the Parties have agreed, in writing, to such adjustment through the change control process set forth in the applicable Schedule.

2. Intellectual Property.

2.1. Optum may use Optum Tools to perform Services for Customer. Customer acknowledges and agrees and, shall procure that End Users acknowledge and agree that the Optum Tools, including any modifications, improvements, adaptations, or enhancements thereto or new versions thereof developed by or for Optum, remain the sole property of Optum.

2.2. Cloud Services. If applicable to the Cloud Services and set forth in the applicable Schedule:

2.2.1. Service Levels. If applicable to the Cloud Services, Optum shall use commercially reasonable efforts to meet the Service Levels as specified in the applicable Service Level Agreement attached to a Statement of Work or Schedule hereunder.

a) Measurement. Optum shall implement the measurement tools and procedures required to measure and report Optum performance of the Service Levels. The measurement tools and procedures shall: (a) permit reporting at a level of detail sufficient to verify compliance with the Service Levels; and (b) be subject to audit by Customer or its designee, subject to the terms hereof. Optum shall provide Customer or its designees, as applicable, with information concerning access to such measurement tools and procedures upon request, for inspection and verification purposes.

b) Exclusive Remedies. If Optum fails to achieve one or more Service Levels to which Service Credits apply, as Customer's sole and exclusive remedies for such failure to achieve Service Levels: (a) Optum shall incur the Service Credits set forth in the applicable Service Level Agreement, and (b) under the circumstances set forth in the applicable Service Level Agreement, Customer shall have the right to terminate the applicable Cloud Service in accordance with such Service Level Agreement. Except as otherwise specified in a Statement of Work, a Service Credit shall be credited by Optum to Customer on the invoice that contains the fees for the month during which the right to such Service Credit arose. Service Credits shall be allocated among the Service Levels and calculated in accordance with the procedure set forth in the applicable Service Level Agreement.

2.2.2. Use.

- a) Customer will comply with the terms of this Agreement, including the Optum Policies, and all laws, rules, and regulations applicable to Customer's/End User's use of the Services. When accessing and using the Cloud Services, Customer agrees that it and its End Users will access the Cloud Services only as authorized by Optum and will comply with the Administration Policy and all security controls, policies, standards, and guidelines which are disclosed to Customer including the Optum Security Standards.
- b) Customer agrees it will not: (i) knowingly introduce any virus or disabling code into the Optum IP; (ii) allow third parties to have access to the Optum IP; (iii) attempt to access any portions of the Optum IP that are not required for Customer's use of the Services under this Agreement; (iv) use the Optum IP in any manner that may damage or impair the Optum IP, Optum, or its Affiliates; or (v) attempt to circumvent or bypass Optum's security procedures for the Optum IP.
- c) Optum's log-in credentials are for Customer's internal use only and Customer may not sell, transfer or sublicense them to any other entity or person, except that Customer may disclose its login credentials to its agents and subcontractors performing work on behalf of Customer.

2.2.3. End Users. Customer is responsible for End Users' use of Customer Resources and the Services. Customer will ensure that all End Users comply with Customer's obligations under this Agreement and that the terms of its agreement with each End User are not inconsistent with this Agreement. If Customer becomes aware of any violation of its obligations under this Agreement by an End User, Customer will immediately suspend access to Customer Resources and the Services by such End User. Except as otherwise specified in a Schedule, Customer is responsible for providing customer service (if any) to End Users.

2.2.4. Ownership of Optum Cloud Services IP.

- a) Customer acknowledges and agrees that the Cloud Services, Optum Systems and Optum Tools, and all other methodologies, processes, procedures, work flows, tools, software, ideas, concepts, know-how, materials and information used by Optum and the Optum Personnel to perform the Cloud Services (except for the Customer Resources), including any modifications, improvements, adaptations, or enhancements thereto or new versions thereof, and all related technology and intellectual property rights remain the sole property of Optum or the applicable Optum Personnel (collectively, "Optum Cloud Services IP"). Optum and the Optum Personnel reserve all rights therein not granted herein.
- b) Subject to the terms and conditions of this Agreement, Optum grants Customer a limited, revocable on termination of the applicable Schedule, non-exclusive, non-sublicensable, non-transferable (except as permitted herein) license to access and use the Cloud Services solely in accordance with this Agreement during the term of each applicable Schedule.
- c) Optum may provide Optum Tools for use in connection with Customer's receipt of Cloud Services, for example for purposes of communication regarding service requests and incident response. Such Optum Tools may be identified in a Schedule. As of the applicable Schedule Effective Date, subject to the terms and conditions of this Agreement, Optum grants Customer a limited, revocable on termination of the applicable Schedule, non-exclusive, non-sublicensable, non-transferable (except as permitted herein) license to use the Optum Tools for Customer's internal use within the United States, pursuant to the terms of this Agreement and only for the term of the applicable Schedule Customer may use the Optum Tools only as permitted in the applicable Schedule, and for no other purposes. Additional terms may apply to use of the Optum Tools.
- d) Neither Customer nor any End User may use the Optum Cloud Services IP in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Customer nor any End User may, or may attempt to: (i) copy, reproduce, modify, excerpt, alter, tamper with, repair, or otherwise create derivative works of the Optum IP including any content included in the Cloud Services (except for Customer Content) for any purpose; (ii) distribute, rent, sublicense, share, transfer or lease the Optum Cloud Services IP to any person or entity that is not a Party to this Agreement, or use the Optum Cloud Services IP to provide service bureau or similar services to third parties (unless expressly permitted in a Schedule); (iii) attempt to reverse engineer, disassemble, or decompile or otherwise obtain copies of the source code for the Optum Cloud Services IP; or (iv) access or use the Cloud Services in a way intended to avoid incurring fees or exceeding usage limits or quotas.
- e) If Customer elects to provide any suggestions or feedback to Optum or its Affiliates, Optum and its Affiliates will be entitled to use the suggestions and feedback without restriction. Customer hereby grants a non-exclusive, perpetual and irrevocable, transferable and sublicensable, royalty-free, license to Optum and its Affiliates to use the suggestions and feedback.

- f) Customer acknowledges that Optum is in the business of providing cloud and other services, and that Optum and the Optum Personnel will continue these activities. Notwithstanding anything to the contrary in this Agreement, Optum and the Optum Personnel shall have the right to use in the normal course of their business the general knowledge, know-how, methods, information and procedures developed, learned or observed in the course of providing the Cloud Services.

2.2.5. Continued Provision of Cloud Services.

- a) Force Majeure Events. Optum will maintain a plan covering business continuity in the event of a Force Majeure Event which affects Optum's ability to provide the Cloud Services ("Business Continuity Plan"). Upon a Force Majeure Event, Optum will use commercially reasonable efforts to undertake all applicable actions and precautions under the Business Continuity Plan, and diligently pursue them as necessary to avoid, or if not avoidable, minimize any interruption to the Cloud Services. Except as set forth in the preceding sentence, any failure or delay by Customer or Optum in the performance of its obligations pursuant to this Agreement shall not be deemed a default of this Agreement or a ground for termination hereunder to the extent such failure or delay is caused by a Force Majeure Event. A Force Majeure Event shall not affect Customer's payment obligations hereunder. The Party whose performance is affected by a Force Majeure Event shall immediately notify the other Party by telephone and email (to be confirmed in a notice within five (5) days of the inception of such delay).
 - b) Suspension. Optum reserves the right to suspend provision of any Service (i) fifteen (15) days after notice to Customer of nonpayment of any fees owed to Optum under a Statement of Work that are thirty (30) days or more past due, where such breach remains uncured, (ii) immediately if Optum determines in its reasonable discretion that such suspension is necessary to comply with any applicable law, regulation or order of any governmental authority, (iii) immediately if Optum determines in its reasonable business judgment that the performance, integrity or security of any of Optum's services, facilities or property is being adversely impacted or in danger of being compromised, including as a result of Customer's use of the Cloud Services, or (iv) immediately if Customer or any End User is not in compliance with the Optum Policies or Section 6.4 (Customer Warranties and Acknowledgments) or sub Section 8.1 (of Section 8, Limitation of Remedies and Indemnification) of this Agreement. Optum will use commercially reasonable efforts to restore Customer's rights to use and access those portions of the Cloud Services that gave rise to the suspension promptly after Customer has resolved the problem giving rise to the suspension. During any suspension, Customer remains responsible for all fees and charges Customer incurs during the period of suspension and Customer will not be entitled to any Service Credits under the Service Level Agreements.
- 2.3. All rights, title and interest in patents, copyrights, trademarks and trade secrets subsisting in or in relation to the Software and Services will remain the property of Optum or its licensors, as applicable. Neither Customer nor any End User(s) shall acquire any rights in the Software or Services except the limited right to receive, access and/or use the Software or Services as provided herein and in the Schedules.
- 2.4. In the event that Customer or its End Users provide Optum or its Affiliates, with observations, comments, criticisms, suggested improvements, general concepts, ideas or other feedback related to the Software or Services (collectively "Feedback"), Optum (and its Affiliates) may use the Feedback (including by incorporating it into a product or service) and the Customer hereby grants to Optum (and its Affiliates) a perpetual, nonexclusive, royalty-free, irrevocable license to use the Feedback in such manner, provided that this permission and license does not extend to any third party intellectual property rights.

3. Customer's Responsibilities.

- 3.1. Customer will, and will require its End Users to, provide and maintain all computer hardware, software, communications equipment, and associated peripherals and support necessary to access and use the Software and Services. Any failure to perform by Optum shall not be considered a breach of this Agreement if such failure to perform results from Customer's or its End Users failure to provide the recommended computer hardware, software, communications equipment, and/or associated peripherals and/or support. If a Schedule requires Customer to deliver Customer Data to Optum, Customer shall provide Optum with all Useable Data required, in the format required for the applicable Software or Services. Customer's failure to provide Useable Data shall relieve Optum of all obligations under this Agreement that are contingent upon receipt of Useable Data, until such time as Customer has delivered Useable Data to Optum.
- 3.2. Customer and the Data Sources shall be responsible for their data entry activities, and for the accuracy of any Customer Data delivered to Optum. Customer agrees that the Customer Data it provides to Optum under this Agreement (if any) contains true and accurate data and information, to the best of Customer's knowledge. Optum shall not be responsible for errors in Customer Data or data entry done by Customer or the Data Sources, or for errors in services, programs, hardware, data files, or output Optum provides to or maintains for Customer pursuant to this Agreement, if those Optum errors result from errors in Customer's or the Data Sources' input data, or from Customer's failure to comply with this Agreement. Customer is responsible for obtaining, prior to furnishing any data or information to Optum, any necessary permissions, consents, or releases, including entering into Data Processing Schedule (Appendix 4) as applicable, which are required by applicable laws and/or regulations for the delivery of Customer Data to Optum and for Optum to use and disclose such Customer Data as set forth under this Agreement or required by law.

- 3.3. During and after the term of this Agreement and, insofar as it concerns Personal Data contained in the Customer Data, subject to any applicable Data Processing Schedule (Appendix 4) and Deed of Undertaking by and between the parties, Optum may use, reproduce, transfer and combine Customer Data and information derived from that data for Optum and its Affiliates' internal operations, including (without limitation) for the purposes of preparing benchmark data and databases, for reporting, and for the testing, development and improvement of its software and services. Optum shall not use, distribute or disclose Customer Data in a manner that would reveal to any third party any Personal Data in a form that allows individual data subjects to be identified from such data (except to enable the Customer and its representatives to access and use Customer Data as part of the Services or in using the Software or otherwise as may be permitted under the applicable Data Processing Schedule (Appendix 4) between Optum and the Customer).
- 3.4. In the event that Customer uses or accesses any Optum information or communication systems ("**Optum Systems**"), which includes the systems owned and/or operated by Optum and/or Optum's Affiliates, in the course of the parties performing under this Agreement, Customer agrees that it will use such access only as authorised in this Agreement and the applicable Schedule, and for no other purposes, and will comply with all security controls, policies, standards, and guidelines applicable to Optum Systems which are disclosed to Customer as part of a log-in procedure. Customer agrees it will not (i) knowingly introduce any virus or disabling code into the Optum Systems; (ii) allow third parties to have access to the Optum Systems; (iii) attempt to access any portions of the Optum Systems that are not required for Customer's performance under this Agreement; (iv) use the Optum Systems in any manner that may damage or impair the Optum Systems, Optum, or its Affiliates, or (v) attempt to circumvent or bypass Optum's security procedures for the Optum Systems.
- 3.5. Customer acknowledges that any interpretation, implementation or use of the Professional Services, or decisions based on Optum's recommendations, are solely and exclusively at Customer's discretion. Customer will be responsible for the decisions it makes and actions it takes using the recommendations and best practices provided as part of the Professional Services, and Optum is not responsible for any action of, or failure to act by, Customer in reliance upon the Professional Services or information provided as part of the Professional Services. Moreover, in no event will the Professional Services be construed as the provision of legal, financial, regulatory or compliance advice by Optum, and Customer shall consult with its own attorneys and advisors for any legal, financial, regulatory, or compliance advice. In addition to the above, Optum may rely, without further diligence, inquiry or investigation, on the business or medical records and other written information, any data, or other material provided to Optum by Customer or a third party (collectively, for purposes of this Section, the "Information"). Optum will not be liable or responsible for any errors, omissions, illegible text or false or misleading statements contained in any Information.
4. Customer Resources.
- 4.1. Customer shall deliver the Customer Content (collectively or individually, "Customer Resources") to Optum. The Parties will agree in each Schedule on the delivery methods.
- 4.2. Customer is solely responsible for determining the scope of configuration of the Customer Resources for use of the Services. Customer will keep Optum timely informed Customer shall ensure all End Users' compliance with the terms and conditions of this Agreement and any Schedule (whether or not End Users' compliance is expressly noted as being required or not in any particular section of this Agreement or any Schedule) and shall assume all responsibility and liability with respect to use of the Software and/or Services by End Users other than liability arising from a breach by Optum or its licensors of this Agreement or the applicable Schedule. Any breach of this Agreement or the applicable Schedule(s) by End Users shall be deemed a breach by Customer.
- 4.3. In order to access the Software, Customer shall provide all equipment and software (including the latest version of any updates or supplemental information one of which Customer becomes aware and that are material to Optum's performance of the Services).
- 4.4. Except as specified as a Service in a Schedule, Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Resources.
- 4.5. Customer shall be responsible for data back-up and virus protection for computer operations at Customer or third party facilities and on Customer or third party devices.
- 4.6. Customer hereby grants Optum and the Optum Personnel all necessary rights and licenses to use Customer Resources made available by Customer to Optum. Customer represents and warrants that it has the right to grant such rights and licenses for the use as contemplated herein.
- 4.7. Customer and the Data Sources shall be responsible for their data entry activities, and for the accuracy of any Customer Content delivered to Optum. Customer agrees that the Customer Content it provides to Optum under this Agreement (if any) contains true and accurate data and information, to the best of Customer's knowledge. Optum shall not be responsible for errors in Customer Content or data entry performed by Customer or the Data Sources, or for errors in services, programs, hardware, data files, or output Optum provides to or maintains for Customer pursuant to this Agreement, if those Optum errors result from errors in Customer's or the Data Sources' input data, or from Customer's failure to comply with this Agreement.

- 4.8. At Customer's expense, Customer is responsible for obtaining all consents and governmental approvals that are necessary for Customer to receive the Services and perform its obligations under this Agreement, and, prior to furnishing any Customer Resources to Optum, all consents and governmental approvals that are necessary for Optum and the Optum Personnel to access, use, host, store, transmit, disclose and otherwise interact with the Customer Resources ("Required Consents").
- 4.9. Ownership of Customer Resources. Optum acknowledges and agrees that the Customer Resources remain the sole property of Customer and its licensors. Customer and its licensors reserve all rights not granted herein.
5. Prices and Payment.
- 5.1. Customer shall pay Optum for the use of the Software and for the Services in the amounts set forth in the Call-Off Contract.
- 5.2. Customer shall pay Optum for any additional billable services, which Customer requests and Optum performs and which are not specified in any Schedules, at Optum's then-current time and materials rates. In the event Optum provides such additional billable services, Customer will reimburse Optum for all reasonable out of pocket expenses incurred in performing such additional billable services, with prior authorization from Customer, including transportation, hotel accommodations, meals, telephone calls, and overnight couriers. Optum will provide copies of receipts for any expenses over £25 at Customer's request. Expenses reimbursed under this Clause are not refundable by Optum to Customer for any reason. All invoices will be stated in and all payments made in UK pounds sterling.
- 5.3. Customer agrees to pay all fees and expenses invoiced by Optum within thirty (30) days after the date of each invoice. Undisputed payments not received by the due date shall bear interest at a rate equal to the lesser of one and one-half percent (1½ %) per month, or the maximum rate allowed by law. Upon reasonable notice to Customer, Optum shall have the right to inspect and audit Customer's records relating to this Agreement, to confirm the calculation of fees due under this Agreement and Customer's compliance with this Agreement. Optum agrees to hold such records in confidence. Such audits shall occur no more often than once per year, and shall be conducted with the least interruption to Customer's normal business operations as feasible.
6. Warranties and Limitation of Warranties.
- 6.1. Optum warrants to Customer that:
- 6.1.1. Optum has the right to grant access to and license the Software to Customer and to provide access to the Cloud Services to Customer. All rights in patents, copyrights, trademarks and trade secrets encompassed in the Software, Services and Data Products will remain in Optum or its licensors, as applicable. Customer does not obtain any rights in the Software, Cloud Services except the limited right to use the Software and/or access the Cloud Services as provided herein and in the Schedules.
- 6.1.2. Software Warranty. The Software will perform substantially in accordance with the applicable Documentation for the licensed release. If the Software fails to perform in accordance with the Documentation within ninety (90) days after the initial delivery of the first licensed release of the Software to Customer, Customer shall notify Optum in writing prior to the expiration of such ninety- (90) day period, and Optum shall repair or replace the Software. If Optum is unable to repair or replace the Software after receipt of such notification from Customer, upon Customer's request Optum will refund the license fees Customer paid for such Software (if any), and the license to use such Software shall be deemed to be terminated.
- a) Neither Optum nor its licensors warrant that the Software will be error-free or be provided (or be available) without interruption or meet Customer's business or operations purposes. Access to the Software is provided to Customer for informational purposes only.
- 6.1.3. Service Warranties.
- a) Cloud Services will perform substantially in accordance with the applicable Documentation for ninety (90) days or for the duration set forth in the applicable Schedule.
- b) Professional Services will be performed in a professional and workmanlike manner. If the Professional Services provided are not performed as warranted, Customer must promptly provide written notice to Optum that describes the deficiency in the Services.
- c) Each Optum employee, agent and/or subcontractor assigned to perform any Professional Services shall have appropriate skill, training, and experience to perform the Professional Services. The Professional Services will be performed in a competent and professional manner, and Optum's employee, agent and/or subcontractor will observe any working rules of Customer, while on Customer's premises to the extent conveyed to Optum by Customer. Optum agrees to

reperform any Professional Services not in compliance with this warranty that are brought to its attention in writing within thirty (30) days after those Professional Services are delivered to Customer.

- d) For any breach of any Services warranty, Customer's exclusive remedy and Optum's entire liability shall be the correction of the deficient Services that caused the breach of the warranty.

6.1.4. The Software, Cloud Services and any medium by which they are delivered to Customer do not contain any virus or any other contaminant or disabling devices. This sub-clause does not apply to disabling code used to terminate an evaluation or trial period for Software, or to deactivate the Software or Cloud Service on the expiry of a licence or subscription term or any code, protocol or devices designed to protect the Software or Cloud Service against unlawful use or access or against abuse or to protect privacy and confidentiality of data or to regulate access rights;

6.1.5. The warranties as detailed in 6.1.1 thru 6.1.5 above are void if Customer modifies the Software, Cloud Services, if Customer uses the Software or Services in any manner that is not allowed under this Agreement, or if Customer allows unauthorised persons to use the Software or Services.

6.2. Except as expressly provided in this Agreement, Optum and its licensors make no warranties, covenants or representations relating to the Software or the Services, express or implied, and specifically disclaim any that may be implied by this Agreement, by custom or by law or otherwise including any implied warranties or representations which is not expressly set out herein, including in regard to title, quality, merchantability and fitness for a particular purpose or non-infringement of third party patent, trademark, copyright or other intellectual property rights.

6.3. Except as expressly provided in this Agreement, OPTUM AND ITS LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS UNDER OR RELATING TO THIS AGREEMENT, AND DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR TRADE USAGE. OPTUM DOES NOT WARRANT THAT ANY SERVICES ARE OR WILL BE ERROR-FREE, THAT THEY WILL OPERATE WITHOUT INTERRUPTION, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES WILL CORRECTLY PROCESS DATA AND INFORMATION, OR THAT THEY WILL FUNCTION CORRECTLY WITH ANY OTHER SOFTWARE OR HARDWARE. CUSTOMER ACKNOWLEDGES AND AGREES THAT OPTUM IS NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR ANY HARDWARE, SOFTWARE OR OTHER ITEMS OR ANY SERVICES PROVIDED BY ANY PERSONS OTHER THAN OPTUM. Optum shall not be responsible for the accuracy of any advice given to Customer in performing the Services where such advice was based on information supplied by the Customer or third parties. Responsibility for decisions taken by Customer on the basis of the advice given by Optum remains with Customer.

6.4. Customer Warranties and Acknowledgments.

6.4.1. Customer represents and warrants to Optum that Customer has (i) the rights to license the Customer Resources to Optum and to deliver all Customer Resources delivered to Optum and (ii) it has full power and authority to enter into this Agreement.

6.4.2. Customer acknowledges and agrees that any interpretation, implementation or use of the Software and/or Services, or decisions based on Optum's recommendations, are solely and exclusively at Customer's and End Users' discretion. Customer is ultimately and solely responsible for the decisions it and the End Users make and actions it and the End Users take using the Software and/or Services, and Optum is not responsible for any action of, or failure to act by, Customer or any End User in reliance upon the Software and/or Services.

6.4.3. Company represents and warrants that (i) it has the authority to enter into this Agreement on behalf of itself and its Practices, and (ii) it has reported all potential conflicts of interest to Optum, if applicable, and that there are no other relevant facts or circumstances which would give rise to a conflict of interest in Company's execution of or participation under this Agreement, including, but not limited to, financial interests, or conflicting arrangements or affiliations. Customer acknowledges and agrees that it will avoid any situation that causes or appears to cause a conflict of interest with respect to its participation under this Agreement. Customer further agrees that it shall make an immediate and full disclosure, in writing, to Optum of any new potential or actual conflict of interest or the existence of any facts that may impact the Customer's ability to participate under this Agreement.

7. Data Protection.

7.1. Each party shall comply with their obligations under Data Protection Laws.

- 7.2. Insofar as Optum processes any Personal Data on behalf of the Customer in connection with the provision of the Software or Services under this Agreement, the Customer shall be deemed the data controller and Optum shall be deemed a data processor (or, as the case may be, sub-processor) for the purpose of Data Protection Laws. For the purposes of carrying out the processing activities required under this Agreement (the “**Processing Activities**”), such Processing Activities shall be governed by the Data Processing Schedule (Appendix 4) between the parties.
- 7.3. Insofar as the Customer makes available to Optum (including by uploading onto the Software or Service) any Personal Data, the Customer warrants and represents to Optum that: (i) all necessary data subject consents have been obtained for the provision of such Personal Data to Optum and the Customer retains full records of such consents, (ii) the Customer’s use of the Personal Data through the Service is for lawful purposes which have been disclosed to data subjects in accordance with the Data Protection Laws, (iii) the Customer shall ensure that all Personal Data processed through the Service and/or the Software are kept accurate and up-to-date and that it shall only be kept on the Service or the Software for as long as it is required for the lawful purposes for which it is so held, (iv) any patient data or medical records included in such Personal Data will be pseudonymised before being made available to Optum or uploaded to the Software or Service such as to prevent the identification of patients, (v) insofar as any Personal Data made available to Optum is processed by the Customer as a processor on behalf of a third party data controller (or third party processor), the data controller has authorised the processing of the data by Optum in accordance with this Agreement and the applicable Schedule.
- 7.4. Subject to such additional or other provisions set out in the relevant Data Processing Schedule (Annex 4) between the parties, in processing Personal Data on behalf of the Customer, Optum shall: (i) process such Personal Data on the instructions of the Customer and for that purpose the Customer instructs Optum to use such Personal Data as required for the performance of Optum’s obligations and delivery of the Services and insofar as required to exercise Optum’s rights under this Agreement; (ii) not transfer such personal data to any location outside the European Economic Area except in accordance with adequate safeguards as required by the Data Protection Laws; and (iii) implement appropriate technical and organisational measures to protect such Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access.
- 7.5. Each party, at the other party’s reasonable request, shall, so far as reasonably possible given the purpose of the processing, assist the requesting party in ensuring compliance with the requesting party’s obligations under the Data Protection Laws.
- 7.6. The Customer authorizes Optum to appoint sub-processors for the purpose of delivering the Software or Services including for the purpose of hosting the Software or Services and storing any Personal Data included in the Customer Data.
8. **Limitation of Remedies and Indemnification.**
- 8.1. This clause 8.1 limits the parties’ liability to each other in actions between the parties brought under or in connection with this Agreement or any Schedules, either for breach of contract, misrepresentation, tort or under any other cause of action including for negligence (except under an express indemnity). Accordingly:
- 8.1.1. Subject to sub-clauses (8.1.3) and (8.1.4) below, each party’s maximum liability to the other party arising out of or in connection with this Agreement or the provision of the Services or use of the Software, arising from a single event or a series or related events, shall not exceed an amount equal to the amount Customer has paid or that is payable to Optum under the Schedule at issue for the 12-month period immediately prior to the event giving rise to the cause of action.
- 8.1.2. Subject to clause (8.1.4) below, neither party nor the third party vendors of products embedded in the Software shall be responsible under or in connection with this Agreement or the provision of the Services or use of the Software for any indirect, incidental, special or consequential damages, including, without limitation, the use of or inability to use the Software or Services, any damage or loss of use of any property and any cost of recovering lost or corrupted data or of reprogramming, or the cost of procuring substitute Services or, Software. loss of data, loss of revenue, loss of customers or clients, loss of goodwill or reputation, loss of profits, any interruption or loss of service, or any loss of business, howsoever caused, or arising in any manner from this Agreement or any Schedule and the performance or non-performance of obligations hereunder.
- 8.1.3. Notwithstanding the above, clause 8.1 does not limit (a) the parties’ obligations to each other under the indemnity obligations as set forth in Clauses 8.2 or 8.3 of this Agreement, (b) the liability either party may have to the other party for breach of clauses 7 (Data Protection) or 9 (Confidentiality) of this Agreement, (c) Customer’s liability to Optum for failure to pay amounts due under this Agreement or any Schedule, or (d) any claims with respect to use of the Customer Resources or Customer’s other Confidential Information.
- 8.1.4. Notwithstanding the above or anything to the contrary in this Agreement, nothing in this Agreement or any Schedule shall operate to exclude or restrict a party’s liability for: (i) death or personal injury resulting from that party’s negligence, or (ii) fraud or fraudulent misrepresentation, or (iii) for any other liability that cannot be limited or excluded by law.

- 8.2. When a third party sues Customer or a governmental agency assesses a fine or penalty against Customer, Optum agrees to indemnify Customer and keep it indemnified against all third-party claims, damages and liabilities (including reasonable legal costs) resulting from a claim that any Software (insofar as it is owned by Optum) infringes a patent or copyright valid in the United Kingdom; provided that Customer gives Optum prompt, written notice of any such claim, sole control of the defense and settlement of such claim, and all reasonable assistance to defend such claim. Customer shall not agree to settle the claim without Optum's written consent, provided that such consent is not unreasonably withheld, conditioned or delayed. Optum shall have no obligations under this clause if such claims, damages and liabilities result from Customer's breach of this Agreement or Customer's unauthorised or inappropriate use of or modifications to the Software or Services. This indemnification provision shall not be deemed to waive or limit any other rights.

9. Confidentiality.

- 9.1. Each party acknowledges that in the course of performing under this Agreement, or in the course of discussing or negotiating Schedules or future agreements between the parties, each party may learn confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has an obligation of confidentiality ("Confidential Information"). Without limiting the foregoing, Optum's Confidential Information shall include, without limitation, the terms of this Agreement, financial information and employee information; information regarding Optum products, marketing plans, business plans, customer names and lists, the Software, Services and Documentation; reports generated by or for Optum; Optum's methods of database creation; Optum's translation, standardization, enhancement, and health data analysis techniques, health data reporting and profiling methods and formats; software tools for report creation, distribution and retrieval; and associated algorithms, developments, improvements, know-how, code (object and source), programs, software architecture, technology and trade secrets. Without limiting the foregoing, Customer's Confidential Information shall include information regarding Customer's business, Customer Data and any Personal Data included in the Customer Data.
- 9.2. Each party agrees (and Customer shall procure that the End Users agree) that (a) it will use the other party's Confidential Information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Agreement; (b) it will treat such information as confidential and proprietary; (c) it will not disclose such information orally or in writing to any third party without the prior written consent of the other party; (d) it will take all reasonable precautions to protect the other party's Confidential Information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Without limiting the foregoing, each party agrees to (and, specifically, Customer will require End Users to) take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. Each party is solely responsible for all use of the other party's Confidential Information by anyone who gains access to the Confidential Information under such party's authorization (including, but not limited to, End Users). Upon termination or expiration (without renewal) of this Agreement, each party will return to the other party or certify as destroyed all tangible items containing any of the other party's Confidential Information that are held by that party or its employees, agents or contractors, other than information required to be retained for archival purposes or which a party is entitled to continue using after termination of this Agreement under this Agreement or any other agreement between the parties. Each party agrees to notify the other party if it becomes aware of any unauthorised use or disclosure of the other party's Confidential Information.
- 9.3. Nothing in this Agreement shall prohibit any party from disclosing, or permitting the disclosure of, the other party's Confidential Information if such party is compelled to disclose such Confidential Information by judicial or administrative process or, in the opinion of such party's legal counsel, by other requirements of applicable law or regulation.
- 9.4. Nothing in this Agreement shall be construed to restrict disclosure or use of information that (a) was in the possession of or rightfully known by the recipient, without an obligation to maintain its confidentiality, prior to receipt from the other party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by the receiving party without reference to the other party's Confidential Information.

10. Term and Termination.

- 10.1. **Term.** Unless earlier terminated as provided in the Call -Off Contract, this Agreement shall remain in force for the term set out in the Order Form.
- 10.2. Failure by either party (the "**Breaching Party**") to comply with any material provision of this Agreement shall entitle the other party (the "**Non-breaching Party**") to give notice of breach to the Breaching Party specifying the nature of the breach and requiring the Breaching Party to cure such breach within thirty (30) days of such notice. If the Breaching Party disagrees with the existence, extent, or nature of the breach, the parties shall use reasonable, good faith efforts to resolve the dispute within thirty (30) days, and each party shall proceed diligently with the performance of this Agreement pending the resolution of any dispute. If (i) such breach is not cured within such thirty (30) day period after the receipt of such notice or (ii) the parties have not otherwise resolved the breach during such thirty (30) day period, the Non-breaching Party may

terminate the Schedule that was breached or the Agreement (if the breach related to all Schedules then in effect), by delivering a second notice to the Breaching Party, specifying a termination date. The termination date may be immediate upon delivery of the second notice or up to ninety (90) days after the second notice as determined by the Non-breaching Party and indicated in the notice of termination.

10.3. Notwithstanding any provision contained in this Agreement to the contrary, a party to this Agreement may terminate this Agreement, upon written notice to the other party:

10.3.1. An order, judgment or decree is entered, without the application, approval or consent of the other party, by any court of competent jurisdiction, approving a petition seeking reorganization or appointing a receiver of such company or substantially all of the assets of such company, and such order, judgment or decrees continues unstayed and in effect for any period of sixty (60) consecutive days; or

10.3.2. If the other party (i) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or (ii) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation or solvent reconstruction; or (iii) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation or solvent reconstruction; or (iv) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or (v) a person becomes entitled to appoint or has appointed a receiver or administrative receiver over any of the assets of the other party; or (vi) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; or (vii) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (i) to (vi) above; or (viii) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

10.3.3. If any license or other registration permitting a party to operate is revoked or suspended by order of the appropriate agency and such order continues unstayed and in effect for a period of ninety (90) days provided such loss is not the result of the terminating party's performance or failure to perform under this Agreement.

11. General.

11.1. This Agreement constitutes the entire understanding between the parties and supersedes all prior proposals, communications and agreements between the parties relating to its subject matter. No amendment, change, or waiver of any provision of this Agreement or terms on any purchase order or other document will be binding unless in writing and signed by both parties. Terms of a purchase order or other ordering or shipping document do not modify, amend, or add to the terms of this Agreement, and shall have no effect.

11.2. The rights and remedies herein provided are cumulative with and not exclusive of any right or remedies provided by law.

11.3. In the event one or more of the provisions of this Agreement are found to be invalid, illegal or unenforceable by a court with jurisdiction, the remaining provisions shall continue in full force and effect.

11.4. A person who is not a Party to this Agreement shall have no rights to enforce the provisions of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

11.5. Optum may use subcontractors to perform under this Agreement, but Optum shall remain responsible for its obligations under this Agreement.

11.6. Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture between the parties. Except as expressly provided herein, this Agreement shall not be construed as giving rise to the relationship of principal and agent or to any authority by a party to represent or act on behalf the other. Nothing in this Agreement shall be deemed to grant a party a right to use the other party's name or trade marks and no such right shall be inferred.

11.7. Neither party may assign or transfer this Agreement or any of the rights or licenses granted under it without the other party's express, prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the forgoing, either party may assign this Agreement in connection with any merger, consolidation or sale of all or substantially all of its stock or assets.

11.8. Any notices permitted or required under this Agreement shall be in writing and will be sent by certified post, postage prepaid, return receipt requested, or by facsimile transmission or overnight courier service, addressed to the party as set forth below, or at a different address as a party has notified the other party in writing.

Optum: General Counsel
Egton Medical Information Systems Limited
Fulford Grange Micklefield Lane, Rawdon,
Leeds, England, LS19 6BA, England

Customer: General Counsel
[Address 1]

- 11.9. Neither Customer nor Optum will disclose the financial terms of this Agreement to any other party, except to a party's accountants, attorneys, consultants and agents, or as agreed by the parties or as compelled by court order.
- 11.10. The obligations of the parties under this Agreement shall be suspended, to the extent a party is hindered or prevented from complying therewith because of labor disturbances (including strikes or lockouts), acts of war, acts of terrorism, vandalism or other aggression, acts of God, fires, storms, accidents, governmental regulations, change of law, failure of Internet access or service or other telecommunications disruptions, or any other cause whatsoever beyond a party's reasonable control. In addition, Optum's failure to perform under this Agreement shall be excused, and shall not be cause for liability or termination, if such failure to perform is due to Customer undertaking actions or failing to undertake actions required by this Agreement or so that Optum is or would be prohibited by law from performing any covenant, condition or agreement contained in this Agreement.
- 11.11. Each party agrees that in performing under this Agreement it shall (a) conduct business in conformance with sound ethical standards of integrity and honesty and in compliance with all applicable laws; (b) conduct business in such a way as to not give the appearance of impropriety, even when the behavior or activity is in compliance with the law; and (c) not achieve business results by illegal act or unethical conduct.
- 11.12. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. Additionally, electronic or digital signatures shall be accepted as a valid and legally binding, equivalent to a handwritten signature by a person with the intent to sign this Agreement.
- 11.13. This Agreement 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) or any Schedule, shall be governed and construed in accordance with the laws of England and Wales and the parties agree that any dispute or claim arising out of or in connection with this Agreement and any Schedule shall be subject to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

EGTON MEDICAL INFORMATION SYSTEMS LTD

[PRIMARY COUNTERPARTY]

Signature: _____

Signature: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Optum Contract No:

OPTUM ACCELERATE SCHEDULE

This Schedule (“**Schedule**”) is entered into pursuant to the Cloud Subscription Services and License Agreement effective as of [INSERT EFFECTIVE DATE] (the “**Agreement**”), between Egton Medical Information Systems Limited (“**Optum**”) and [INSERT BUYER NAME] (“**Customer**”). All capitalised terms not otherwise defined in this Schedule shall have the meanings assigned to them in the Agreement. Unless modified herein, all terms in the Agreement shall remain unchanged and in full force and effect. This Schedule is entered into as of [insert start date] (the “**Effective Date**”).

1. PURPOSE & HIGH-LEVEL SCOPE OF SERVICES

The purpose of the Optum Accelerate medicine management optimisation service (the “**Services**,”) is to support the Customer’s General Practitioner practices (referred to individually and collectively as “**GP**”) identified in this Schedule with the Services. Unless otherwise agreed to by Optum and Customer or an individual GP, all Services will be provided remotely.

2. Definitions.

- A. “**Actual Medicinal Product Pack**” or “**AMMP**” has the same meaning as set forth in the dm+d and identifies the brand of a medicinal product, pack and price for that product.
- B. “**Annualised Savings**” shall have the meaning as set forth in clause 9 below.
- C. “**dm+d**” means the NHS Dictionary of Medicines and Devices.
- D. “**ePACT 2 data**” means the nationally available reimbursement data for community pharmacy in the United Kingdom that is used to identify clinical commissioning group spend on certain drugs.
- E. “**Incident**” means any event which could have or did lead to harm to one or more patients that Optum has become aware of in the course of providing the Services under this Schedule.
- F. “**National Health Service**” or “**NHS**” means the publicly funded health care system in the United Kingdom.
- G. “**NHS Digital**” means the executive non-departmental public body which is the national provider of information, data and IT systems to NHS England.
- H. “**NHS England**” means the health service of the NHS in England.
- I. “**Original Product**” means the medicine prescribed for a patient(s) prior to any recommended Switch.
- J. “**Payment Term**” has the meaning given to it in clause 9;
- K. “**Pharmacist**” means personnel provided by Optum which individual is an experienced, practice-based, or remotely working, clinical pharmacists who are on the practicing section of the General Pharmaceutical Council of Great Britain (“**GPhC**”), without conditions.
- L. “**Replacement Product**” means the identified medication to utilise in lieu of the Original Product after a Switch has been made.
- M. “**Standard Operating Procedures**” or “**SOP**” means the standard operating procedure developed by Optum and approved by Customer, which SOP is attached hereto as Appendix 1 and identifies drug spent reduction initiatives, AMPP, VMPP drug name (brand or generic as appropriate), pack and price information for the Original Product and Replacement Product as well as patient exclusion criteria approved and provided by the Customer and the prescribing General Practice (“**GP**”).
- N. “**Savings**” means Annualised Savings prorated to monthly basis as appropriate.
- O. “**Switch**” means the Customer approved recommendation of a Replacement Product in lieu of an Original Product as set out in the Work Stream.
- P. “**Term**” has the meaning given to it in clause 12.
- Q. “**Unit Cost Original Product**” means the cost of the Original Product pack size divided by the total number of units (ie a tablet, capsules, gram etc) of the Original Product as set forth in the AMPP or VMPP (as appropriate) of the dm+d.

- R. **“Unit Cost of Replacement Product”** means the cost of a the Original Product pack size divided by the total number of units (ie a table, dose, capsule etc) of the Replacement Product as set forth in the AMPP or VMPP(as appropriate) of the dm+d.
- S. **“Virtual Medicinal Product Pack”** or **“VMPP”** has the same meaning as set forth in the dm+d and identifies the generic name of a medicinal product, pack and price for that product.
- T. **“Work Stream”** means the Customer approved prioritization of Switches to be implemented by Optum as a part of the Services provided hereunder as further set out in the applicable SOP.

3. DETAILED DESCRIPTION OF SERVICES

A. Scope of Services.

- 1)Optum will provide each GP with Pharmacist to support drug spend reductions as mutually agreed between the parties using ePACT 2 data accessed by Optum and agreed by Optum and the Customer subject to completion of an appropriately executed Data Processing Schedule (Appendix 4) between the parties.
- 2)A Pharmacist will implement specific medicines optimisation Switches in accordance with the Standard Operating Procedures attached hereto as Appendix 1.
- 3)Optum will work collaboratively with GP clinicians and other staff to establish effective communication channels.
- 4)Remote Delivery of Services.
 - a. For remote access services all laptops provided by Optum and used by a Pharmacist will be equipped with Health Social Care Network (“HSCN”) VPN connectivity and hosted by an NHS accredited consumer network service provider (CN-SP).
 - b. All laptops provided by Optum and used by a Pharmacist will be equipped with a VPN to provide access via encryption and password protection to the HSCN.
 - c. Each GP will issue a username and password for the Pharmacist in order to facilitate access to the GP system.
 - d. Each Pharmacist will use their own personal NHS smart card once the GP has provided access to their electronic medical records (“EMR”).
- 5)Optum will provide support and information to GP clinicians and staff to ensure they are informed regarding the cost-effective and safe prescribing initiatives being implemented by Pharmacist(s) before work commences and during.
- 6)The parties will mutually agree on the prioritisation of Customer’s Work Streams. These Work Streams and the initial visit schedule will be agreed with the Customer prior to commencement of the Services.
- 7)Customer may elect, on a monthly basis, whether any changes should be made to Customer’s Work Streams with the option of removing or amending existing Work Streams.
- 8)The parties agree that an email is sufficient for communication relating to scheduling, Work Stream approval and other matters to be mutually agreed upon between the parties.
- 9)In Scope GPs. Optum will provide the Services to the GP’s as set forth in Appendix 2 attached hereto.

B. Reporting. Optum will provide the following reports to the Customer:

- 1) Detailed Savings Report. Optum will provide a report on a weekly basis or as agreed to by the parties, consisting of Pharmacist interventions within each GP’s number of interventions, what the intervention was, the name of the individual GP and the associated Savings, (EXCEL based data collection and performance tracker: daily, weekly, monthly summary report). This report will be hereinafter referred to as the Detailed Savings Report; and
 - 2) Aggregate Savings Report. Optum will provide a weekly report which provides a record of aggregated Savings delivery for Switches completed by Optum and associated Annualised Savings. This report will be hereinafter referred to as the Aggregate Savings Report.
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4. ROLES AND RESPONSIBILITIES

A. Optum. As part of the Services, Optum will:

- 1) Train Pharmacist(s) on the use of the Standard Operating Procedures to implement the Work Streams;
- 2) Develop a communication and savings plan for implementation within the GP as set forth above;
- 3) Develop and supply the Standard Operating Procedures, patient letters, script note template text and necessary implementation tools for implementation of the Services;
- 4) Verify EMR that the EMR search parameters and EMR reports contain all necessary fields before use;
- 5) Run baseline EMR searches and Rerun baseline EMR searches provided by Customer at commencement of Work Stream activity in each GP, as follows:
 - Baseline EMR searches – in person: will be generated using EMR and stored on each GP EMR;
 - Baseline EMR searches – remote will be generated using EMR and sent via nhs.net email to Optum and saved on Optum secure, password protected shared drive located in a data centre in the UK secured with HSCN;
 - Rerun Baseline EMR searches – in person: will be generated using EMR and stored on each GP EMR. Store the rerun EMR search on the GP EMR in the same folder as the baseline search for in person implementation; and
 - Rerun Baseline EMR searches – remote will be generated using EMR and sent via nhs.net email to Optum nhs.net mail and saved on Optum secure, password protected shared drive located in a data centre in the UK secured with HSCN.
- 6) Remotely or in-person implement agreed Work Streams;
- 7) Provide reporting as set forth above; and
- 8) Communicate verbally to Customer any prescribing practices, medication safety or safeguarding to the Customer and Practice identified by Optum which Customer may wish to review. Customer acknowledges and agrees that all medical and clinical decisions are the GPs' sole responsibility.

B. Customer. Customer's obligations shall include, but are not limited to, the following:

- 1) Communicate to all GPs that this project will be implemented by Optum as an extension of the Customer's Medicines Optimisation Team prior to service commencement;
- 2) Communicate to all GPs the Service to be provided including the method of delivery (onsite or remote);
- 3) work with GPs to provide Pharmacist with access to the GP systems and data to the extent necessary for the provision of Services;
- 4) Communicate to local community pharmacies prior to Service commencement;
- 5) Facilitate access to GP practices and GP engagement: including supply of GP name, address, primary contact details and size of practice;
- 6) Build EMR baseline and final analysis medication search for each individual Work Stream as a single search file to be uploaded remotely and accessible at each GP prior to service commencement ;
- 7) Confirm Savings initiatives to be delivered and supply written approval to Optum;
- 8) Supply nominated Customer contact for facilitation and support with delivery of the Services and GP engagement;
- 9) Where access to a GP cannot be achieved following three (3) attempts by Optum this will be escalated to the Customer who will use diligent efforts to engage that GP and to enable access by Optum; and

10) Unless otherwise set forth in the timeline below, Customer will provide any approval of new Switch areas (if identified during the programme) and any associated SOP as well as review and provide required approvals in a timely manner and will use best efforts to provide such reviews and approvals in no more than five (5) working days from request from Optum for any such approval.

C. Mutual Responsibilities.

- 1) Joint development of communications materials for use with GP practices prior to commencement of Services; and
- 2) Management meetings by the parties to be scheduled at a mutually agreed time and/or mutually agreed upon schedule.

5. DELIVERABLES

Subject to the Customer responsibilities and assumptions set forth herein Optum will provide Customer with the following deliverables (the “Deliverables”):

A. Estimated Annualised Savings Plans. An estimated Annualized Savings plan for each GP. The estimated Annualized Savings plan will include

- a. an estimate of Annualized Savings per initiative per GP,
- b. the target resource allocation; and
- c. the recommended prioritisation of Work Streams.

B. Supporting Materials and Collateral. Optum will provide:

- 1) The first draft of an SOP for a Work Stream and recommended patient communication materials to be approved by Customer.
- 2) Provide for dissemination by the Customer: where requested, jointly developed GP communications, which include introductory letter to GP raising awareness of the programme and seeking confirmation of participation and acknowledgement of agreement to support delivery of cost saving interventions.

6. RESOURCES

- A. Optum Resources. Optum will use reasonable efforts to deliver the Services in a way that will minimise GP involvement and work load to the extent possible, using Pharmacists across the participating GPs on an allocated basis where potential savings necessitate a visit to produce Savings in key Work Stream areas.
- B. Customer Resources. Customer commits to initiate communication with GP practices to relaunch the programme, provide GP clinical system EMR “Work Stream” searches and to facilitate access to and engagement with the GPs where there has been three (3) attempts to communicate with GP but Optum has had no response from GP.

7. MILESTONES / ESTIMATED TIMELINE

Estimated Completion Date	Frequency	Milestone	Description	Responsible Party
dd/mm/yyyy (estimate)	Rolling mobilisation - one off	Mobilisation	Provide prioritised QIPP plan areas for Pharmacists to work against and associated SOPs	Optum
			Sign-off on QIPP action plan	Customer
			Share with Customer the Pharmacist contact details and proposed visit rota with each GP practice.	Optum
			Customer to communicate relaunch of Services and Customer to send memo to all practices -GPs and Community Pharmacists	Customer
			Provide sign off of operational SOPs for key service interventions	Customer
			Engagement with all GP practices to facilitate a meeting between the GP practice and their Optum service delivery individual prior to the cost savings service commencing and Service going live.	Optum
			Baseline EMR searches completed by Customer, with searches pre-built centrally by Customer and supported by Optum and available within each GP for use by Optum Pharmacists prior to commencement of Work Streams so searches do not have to be built in each individual GP.	Optum and Customer
dd/mm/yyyy (estimated)	Day 1 – to completion of implementation of Work Stream Activity	GP Visits (via remote access or in-person)	GP practices to be visited as per ongoing allocated pro-rata time as a factor of potential savings and proportionality of effort.	Optum
dd/mm/yyyy (estimated)	Weekly – each following Thursday after end of previous week	Reporting: Weekly and aggregating to Monthly activity and performance report	Deliver weekly report detailing interventions and projected savings as detailed in 2.C.	Optum
dd/mm/yyyy	Weekly (each following Thursday of the week after	Performance and Mitigation review meeting	Face to face or virtual meeting with Optum and Customer to establish whether any concerns have been raised and to	Optum and Customer

Estimated Completion Date	Frequency	Milestone	Description	Responsible Party
dd/mm/yyyy1(estimate d)	submission of previous weeks savings report)		review available data on Savings delivered.	
	One Off (After completion of all Work Stream Implementation)	Final validation of all savings and invoicing by Optum	Use of rerun of baseline EMR searches to complete validation. To be completed three (3) months after completion of Work Stream activity. Estimated rerun date agreed with Customer.	Customer and Optum
	One off (at close of project)	Final Written Report	Aggregate and sign off evidenced Savings to confirm the level of Savings delivered and the associated Services Fee due to Optum.	Customer and Optum

*Subject to the ‘Notes’ set forth in clause 10 (*Fees, Methodology and Payment*) below.

8. DATA

A. The data used to measure the savings baseline (the “Baseline”), ongoing monitoring and final position will include the following sources:

- 1) Medicines and product pricing from: dm+d and the Drug Tariff using the latest available month’s prices applied to that month in which the Work Stream activity takes place.
- 2) Initial diagnostic and opportunity sizing analysis: ePACT 2.
- 3) Baseline: Clinical system (EMR) searches in EMR at commencement of service on individual GP populations including the following criteria/fields: number of patients, , Original Product dose directions, quantity and, clinical system ID e.g. EMIS number or SystmOne – Note: this is not the NHS number.
- 4) Performance Monitoring: Pharmacists will capture each switch intervention performed for each patient daily as an entry in the performance monitoring data collection EXCEL spreadsheet. No patient specific data will be entered. When each intervention is performed Pharmacists will also enter a READ code into the clinical system to indicate that they have switched medication for that patient enabling audit.
- 5) Final Day Analysis: Clinical system (EMR) searches to be rerun at close of Work Stream activity in each GP including the following criteria/fields: number of patients on each target medicine, aggregate quantity of medication each patient requires to cover a per 28 day period. This will be triangulated and reconciled with activity logged in the Optum performance monitoring EXCEL data collection spreadsheet to quantify savings delivered.

9. No patient identifiable data will be removed from the GP. To the extent Optum requires access to personal data in order to deliver the Services; such access shall be governed by the Deed of Undertaking between Customer and Optum identifying the participating GP’s as beneficiaries.

10. FEES, METHODOLOGY AND PAYMENT.

- A. Services Fees. For the Services, Customer shall pay a fee based upon a percentage of the Savings realised and evidenced delivered by Optum (the “**Services Fee**”) and validated by the Customer in accordance with this Schedule. Savings will be calculated using the methodology detailed herein and will be split between Optum and Customer at a ratio detailed in the table below with respect to the Services Fee + VAT.

Customer share	Optum share
75%	25% + VAT

The Optum shares set forth above are cumulative. Optum shall be entitled to 30% of Savings.

B. Notes:

- 1) All costs to deliver the programme will be the responsibility of Optum. No minimum savings will be required to be delivered.
- 2) The final validation will be performed with respect to all Savings delivered for the whole of the Work Stream activity at the close of all work in line with the agreed methodology in this clause 8.
- 3) An invoice for Service Fees and payment will then be submitted by Optum.

C. Savings Calculation. The Savings will be calculated as follows with Annualised Savings to commence with month one of the annualisation 12 month period being the first month in which Work Stream activity is undertaken in the Agreement (the “Payment Term”):

- 1) Annualised Savings = [(the Unit Cost of the Original Product) minus (Unit Cost of Replacement Product)] multiplied by the number of units of the Replacement Product required to provide a 28 day supply of such Replacement Product that product then multiplied by 13 (reducing such number by one or more, depending on the point in time the intervention was made, eg multiplied by 12 if the intervention was made in month 2 of the Payment Term etc.).
- 2) The Savings will be calculated using the following formula:

Measure	Cost of Original Product	Cost of Replacement Product	Individual number of units of medicine within Original Product	Individual number of units of medicine within Replacement Product
Data Source	dm+d price of Original Product pack size	dm+d price of Original Product pack size	dm+d units of Original Product per pack size	dm+d units of Replacement Product per pack size
Formula Reference	A	B	E	F

- 1) **Therefore Annualised Savings per Switch** = ((A ÷ E) – (B ÷ F) x (units required for a twenty-eight (28) day supply)) x 13 (reducing by one or more months of annualisation depending on the point in time the intervention was made during the Payment Term, eg multiplied by 12 if the intervention was made in month 2 of the Payment Term.
- 2) **Therefore total Savings** = Comparison of clinical system searches (rerun after completion of Work Stream initiatives) to baseline searches (prior to commencement of Work Stream initiatives). Only patients who are no longer in the final rerun searches when compared to baseline will be included in the validated savings total. This is then used to validate the data entered into the performance monitoring data collection EXCEL spreadsheet to qualify sum of annualised Savings per Switch per practice and validated by the Customer.
- 3) An example of the Savings calculation is set out below for illustration purposes only:
 - a) Switch implemented in month 1 (with annualisation factor of 13, month 2 has an annualisation factor of 12, month 3 an annualisation factor of 11 etc);
 - b) Original Product is Abilify 10mg tabs; and
 - c) Replacement Product is Aripipazole 10mg tabs

Measure	Cost of Original Product	Cost of Replacement Product	Individual number of units of medicine within Original Product	Individual number of units of medicine within Replacement Product
Data Source	dm+d price of Original Product pack size	dm+d price of Original Product pack size	dm+d units of Original Product per pack size	dm+d units of Replacement Product per pack size

Formula Reference	A = £96.04	B= £1.51	E = 28	F= 28
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d) Annualised Savings per Switch with annualization factor of 13 is calculated as follows:

- $= [(96.04 / 28) - (1.51/28) \times 28] \times 13$
- $= [(3.43 - 0.05) \times 28] \times 13$
- $= (3.38 \times 28) \times 13$
- $= 94.64 \times 13$
- = £1230.32 of Annualised Savings

D. **Methodology.** Appendix 3 contains a draft overview of the methodology used to arrive at estimated savings.

E. **Payment.** Optum shall invoice Customer as set forth in the milestone table above. The invoice shall be due and payable within thirty (30) days.

F. **Assumptions.** The following assumptions and constraints have been identified and agreed to by the parties. If any of these assumptions prove to be incorrect or no longer accurate, the parties will agree on appropriate changes to this Schedule.

- 1) The Services Fee is based on validated, aggregate, Annualised Savings.
- 2) The arrangement delivers a share of the benefits gained from the agreed introduction of more cost effective medicines for their respective licensed indications, which recognises the work and additional resources required to accelerate implementation and manage such a change while providing savings across the health economy.
- 3) The methodology and fee arrangement set forth in this Schedule will only be applicable to Switches completed and evidenced by Optum, and the resultant validated Annualised Savings by Customer.
- 4) The Services are subject to VAT which will be invoiced separately in addition to the Services Fee.
- 5) No minimum savings will be required.

11. CONTRACT MANAGEMENT

Mutual engagement in contract management is a key part of the delivery of the Services. The contract management will be set out as monthly reviews as detailed below:

Monthly Review	Date
Initial Meeting to agree format and any materials or ongoing reports required.	As agreed by the parties.
Monthly Review 1	As agreed by the parties.
Monthly Review 2	As agreed by the parties.
Monthly Review 3	As agreed by the parties.
Monthly Review 4	As agreed by the parties.

These meeting will be attended by the following people:

Company	People
Optum	NHS Supply Chain Manager
	Relationship Manager
	Service Lead
Customer	Head of Medicines Management*
	Pharmacist*
	Pharmacy Technician*

*Positions, named individuals and numbers of attendees will change depending on requirement of each review

12. FEES PAID.

For purposes of calculations set forth in the Agreement based on fees paid by Customer, the Optum Share of the Annualised Savings due to Optum hereunder shall constitute such fees paid.

13. TERM AND TERMINATION.

This Schedule shall continue until (i) the Final Written Report has been agreed to between the parties and payment of the Services Fee has been made to Optum by Customer in accordance with clause 9 or (ii) for four (4) months after the Effective Date, whichever occurs later, unless earlier terminated or completed pursuant to this Schedule or pursuant to the Agreement (the “**Term**”). Notwithstanding the foregoing, Optum may terminate this Schedule for its convenience upon delivery of 14 days prior written notice.

EGTON MEDICAL INFORMATION SYSTEMS LTD

[CUSTOMER NAME]

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Optum Contract No.

APPENDIX 1
Standard Operating Procedure (SOP)

[INSERT BUYER SPECIFIC SOP]

APPENDIX 2
In Scope GP's

[INSERT GP TABLE]

APPENDIX 3
Draft Overview of Methodology as updated from time to time by Optum

A. Methodology.

1) Optum Obligations. Optum will:

- a) Perform an initial analysis to establish the size of the opportunity in relation to each individual switch across the CCG registered population both at CCG and GP level. This will confirm an order of magnitude for the potential saving opportunity for each switch intervention to enable prioritisation, workforce planning and to establish which interventions will deliver the greatest savings for the Customer.
- b) Run baseline EMR searches provided by the Customer in each GP and numerically quantify number of patients on each target drug and quantity of supply for each medication to cover a 28 day period and record in EXCEL tracker before commencing work stream activity.
 - i. Baseline EMR searches – in person: will be generated using EMR and stored on each GP EMR. Store the rerun EMR search on the GP EMR in the same folder as the baseline search for in person implementation.
 - ii. Baseline EMR searches – remote will be generated using EMR and sent via nhs.net email to Optum and saved on Optum secure, password protected shared drive located in a data centre in the UK secured with HSCN.
- c) Track each individual intervention performed by Pharmacists in the performance monitoring EXCEL data collection spreadsheet including the numerical count of number of 28 day supplies per individual work stream activity switched in each GP. This will form the evidence base for the number of interventions performed by Optum and enable daily performance monitoring of savings delivery.
- d) Three (3) month after close of all Work Stream activity, using the original search as the baseline, compare the rerun EMR search against the baseline searches provided by the Customer in each GP using the Optum savings validation tool which will compare the two searches and identify all patients who have been switched and numerically quantify the number of patients remaining on each target drug and the number switched, the month in which they were switched, and the quantity of supply switched for each medication to cover a 28 day period. In order to do this a Rerun Baseline search will be performed to enable the comparison between the original baseline search.
- e) Rerun Baseline EMR searches – in person: will be generated using EMR and stored on each GP EMR. Store the rerun EMR search on the GP EMR in the same folder as the baseline search for in person implementation
- f) Rerun Baseline EMR searches – remote will be generated using EMR and sent via nhs.net email to Optum nhs.net mail and saved on Optum secure, password protected shared drive located in a data centre in the UK secured with HSCN
- g) Using the EXCEL tracker cross check and validate against the numerical count of patients switched and quantity of medication switched and recorded in the EXCEL tracker for each GP.
- h) Provide EXCEL tracker to Customer with savings recorded by the Pharmacist and the savings validated using the comparison of the baseline and rerun searches to provide the Customer with a validated, auditable savings figure.

2) Customer Obligations. Customer will:

- a) As per clause A.1.b above, provide EMR baseline search for a baseline analysis to be uploaded remotely to GPs by Customer to enable Optum to identify which patients are available for each switch prior to application of the Standard Operating Procedures set forth in Appendix 1. This must be provided during mobilisation so Optum can run in each GP system;
- b) Perform a final analysis in collaboration with Optum to validate savings delivered against the Baseline EMR search by:
- c) Three (3) months after completion of Work Stream activity Customer to review rerun clinical system Work Stream search run remotely in EMR and compared with the baseline by Optum to validate the interventions captured by Optum in the performance monitoring EXCEL data collection EXCEL spread sheet. With support from Optum compare the EMR baseline search results with rerun of EMR work stream activity search for each practice remotely using EMR. Supported by Optum Customer to compare variance in numerical count of patients returned and variance in quantity of prescribed

medication in rerun search against the baseline search using Optum analysis. Any patient who commences with the more expensive medication being switched from during the three (3) month period between the completion of the work stream activity and validation will be excluded from the validation. The differences in patient count and quantity of medication prescribed per patient will then be calculated and aggregated at each GP level and compared with the data collection EXCEL spreadsheet provided by Optum.

- d) Validate final analysis figures through comparison of final quantity of medication switched per work stream activity across all practices and then adjusted figure per practice entered into the data collection EXCEL spread sheet to reflect the validated figures for total Savings delivered and associated split of Savings between Optum and Customer as set forth in clause 8.A above.
- 3) Description of the association of shared savings calculation and payments. Using the baseline analysis provided by the Customer Optum will work only from those patients identified in the Baseline search for each cost saving switch initiative at each participating GP at the commencement of the Services. This Baseline search may be performed remotely if available to the Customer, or in each GP. The Baseline assessment will be made through a clinical system search for patients at a GP currently receiving prescriptions for medicines associated with each switch. This will include the Original Product and Replacement Product, dose, quantity and patient name and Clinical System ID (EMIS number or SystmOne - Note: this is not the NHS number) at start of work program on 14th of September 2020.
- 4) Measure of Performance will be monitored and measured in the performance monitoring EXCEL data collection spreadsheet including:
 - a) Number of completed Switches and date of Switch made to be logged by Pharmacist daily.
 - b) READ coding and an entry into the clinical system (EMR) for each switch actioned by Pharmacist. This will evidence that any Replacement Products issued to patients previously on Original Product were initiated by Optum and not via another source such as GP staff or decision support software.
 - c) Savings per switch will be calculated by subtracting cost of Replacement Product from cost of the equivalent quantity of Original Drug to cover a 28 day period of supply and annualised. Drug prices will be taken from the Drug Tariff and dm+d applicable to that month in which the switch was performed.
 - d) At close of programme activity logged by Optum in the performance monitoring EXCEL data collection spreadsheet will be used to support validation of savings delivered when comparing baseline and final patient clinical system searches.

THIS APPENDIX 3 IS PROVIDED FOR INFORMATION PURPOSES ONLY AND ON AN AS IS BASIS WITHOUT WARRANTY OF ANY KIND

Appendix 4

DATA PROCESSING SCHEDULE

Contracting Authority's name, registered number and registered address:	[ICB name] on behalf of itself and its general practices (GPs), the Data Controllers (as identified below) Registered Address: [ADDRESS]
Data Controllers:	
Contracting Authority's commercial address:	
Contracting Authority's contact person and email/fax:	
Contract Authority's data protection officer's name:	
Data Processor's name:	Egton Medical Information Systems Ltd.
Data Processor's commercial address:	
Data Processor's contact person and email:	Alex Miller alexander.miller@optum.com <i>With copy to:</i> Mr. Ashley Jacques Director – Information Governance and Privacy ashley_jacques@optum.com
Data Processor's data protection officer's name:	
Name and date of the Relevant Contract in connection with which the Deed of Undertaking is entered:	Medicines Management Optimisation Services Agreement between the Contracting Authority and the Data Processor dated [INSERT DATE], including any subsequent statements of work or service schedules related to the activities set forth below.
Commencement Date:	Upon execution of the Medicines Management Optimisation Services Agreement.

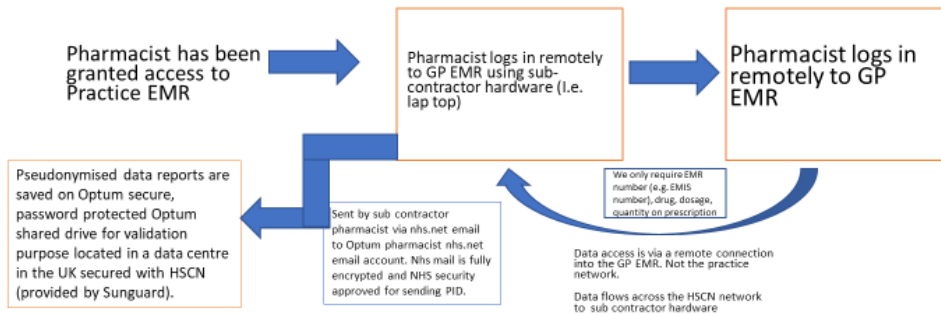
Subject-matter of the processing activity:
Contracting Authority has engaged with the Data Processor to provide medicines management optimisation services pursuant to the Relevant Contract, specifically to support the implementation of medicines optimisation cost saving initiatives and medication reviews for the Data Controllers, including managing medicine “Switches” (as such term is defined in the Relevant Contract) within the Data Controllers’ clinical systems as further described in the Relevant Contract as noted above.
Nature and purpose of processing:
Data Processor will process the Data Controllers’ patient data to deliver the Services as set forth within this schedule and within the deed of undertaking. Services will be delivered predominantly remotely during the duration of the Relevant Contract.
Duration of the processing of Personal Data:
The Personal Data will be processed by the Data Processor for the term of the Relevant Contract.
Categories of Personal Data to be processed:
Patient health information will be accessed within the Data Controllers’ clinical systems. Personal Identifiable Information (PII) and Special Category Data as defined by UK General Data Protection Regulation 2021 (UK GDPR) and the Data Protection Act 2018 (DPA 2018) For the purposes of this undertaking, “personal data” under the definition given within legislation is deemed to include patient demographics (age, gender, NHS number, Name, Date of Birth and address, ethnicity), medication history, medical and condition history, and prescribing history.
Categories of data subjects whose Personal data is to be processed:
The Data Controllers’ patients.
Data sources
Personal Data will be accessed onsite at the Data Controllers by the Data Processors through the Data Controllers’ clinical systems or remotely through the secure NHS Health Social Care Network (“HSCN”) VPN connectivity and hosted by an NHS accredited consumer network service provider. Pseudonymised data may be transferred to an Optum identified email address and stored in an Optum secure, password protected share drive as further set out in the below data flow chart (the “ Data Flow ”)
Personal data to be provided by Contracting Authority in anonymised/pseudonymised form:
Baseline electronic medical record searches including only the following data fields: the medicine(s) prescribed for a patient(s) prior to the Original Product (as such term is defined in the Relevant Contract), dosage directions, quantity, clinical system ID e.g. EMIS number or SystmOne.

Personal data to be provided in raw form by Contracting Authority and anonymised/pseudonymised by Data Processor:
Not applicable
Other special IT security requirements
Not applicable
Third parties to which Personal Data is to be made available
See sub-processor details below.
Countries to which personal data may be transferred for processing (including a description of the processing activities to be undertaken in each country):
Personal Data will remain in the UK
Permitted Sub-processors (including a description of the purpose of the access to personal data given to each sub-processor):
The Data Processor will leverage the services of Medicines Management Solutions Ltd to provide onsite or remote pharmacist support for the Services.
Data Flow

Data Flow – in person



Data Flow - remote



Remote access via a secure Health Social Care Network HSCN (NHS Digital) connection.

For remote access services all subcontractor laptops are equipped with HSCN VPN connectivity. This is hosted by an NHS accredited Consumer network service provider (CN-SP).

- CN-SP conduct internal vulnerability scanning across all elements of our infrastructure, and monitor vendor vulnerabilities.
- Subcontractor has signed a connection agreement with NHS digital to allow for this connectivity.

All laptops equipped with this VPN provide access via Bit Locker encryption & password protection to the HSCN. The access to GP system is via individual pharmacist smart card once the practices have provided access.

The data flow will only include the following pseudonymised clear text data:

1. clinical system (EMR) ID (note: this is NOT the NHS number.
2. drug name, dosage directions, strength, quantity

**OPTUM HEALTH SOLUTIONS (UK) LIMITED
DEED OF UNDERTAKING**

THIS DEED OF UNDERTAKING is made on [INSERT DATE]

BY:

- (1) EGTON MEDICAL INFORMATION SYSTEMS LTD** a company registered in England and Wales under company number 08630286 whose registered office is at 10th Floor, 5 Merchant Square, London W2 1AS (the “Supplier”); and
- (2) [ICB NAME]** acting on behalf of the Data Controllers (the “Contracting Authority”); and

FOR THE BENEFIT OF:

- 1. (3)** General practices (GPs) who are part of the Contracting Authority identified above and who from time to time (i) receive or have previously received business intelligence support services, procurement support services, provider management support services, and/or medicines management optimisation services (collectively, the “Services”) from the Supplier; and/or (ii) provide or have previously provided personal data to Supplier for the purposes of the Services (the “Data Controllers”).
-

BACKGROUND

- A. The Supplier provides the Services to the Data Controllers through contract vehicles procured by the Contracting Authority (the “Contracts,” as more specifically defined in clause 1.1.5).
- B. For the purposes of carrying out the processing activities required under the Contracts as set out in the Data Processing Schedule attached hereto (the “Permitted Purpose”), the Data Controllers will transfer to the Supplier certain categories of personal data relating to certain individuals all as indicated in the Data Processing Schedule.
- C. The Contracting Authority uses the Contracts to order the Services for the Data Controllers. A further agreement between the Contracting Authority and the Data Controllers governs their relationship.
- D. The Contracts reserve appropriate third party rights to enable the Contracting Authority to enforce the contractual obligations directly against the Supplier on behalf of the Data Controllers.
- E. In order to reinforce the obligations of the Supplier which are contained in the Contracts in relation to data protection, the Supplier is, pursuant to this deed, giving direct assurances to the Data Controllers with regards to how personal data is processed and safeguarded.
- F. This document is an undertaking which operates as a deed poll to account for the fluctuation in the total number of GPs receiving Services under the Contracts and/or provided data or receiving services under the Relevant Contracts (as defined in clause 1.1.6).
- G. This document is an undertaking between the Contracting Authority and the Supplier which does not need to be executed by the Data Controllers but its terms shall be enforceable by any Data Controller subject to clause 6 (Management of complaints and disputes).
- H. The Contracting Authority hereby authorises, on behalf of the Data Controllers, the Supplier to undertake the processing activities under this Deed of Undertaking and the Supplier agrees to do so all under the terms of this Deed of Undertaking.

IT IS HEREBY AGREED as follows:

1. Definitions

1.1 In this deed, (unless the context otherwise requires) the following words and phrases shall have the following meanings:

1.1.1 "Data Protection Legislation" means the applicable legislation protecting the fundamental rights and freedoms of individuals, in respect of their right to privacy and the processing of their personal data, as amended from time to time, as defined by UK General Data Protection Regulation 2021 (UK GDPR) and the Data Protection Act 2018 (DPA 2018), and the Privacy and Electronic Communications Regulations 2003, together with decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, data protection authorities and other applicable Government authorities.

1.1.2 "Data Controller", "Data Processor", "Data Subject", "Personal Data" and "Processing" have the meanings given in the Data Protection Legislation.

1.1.3 "Processed" and "Process" shall be construed in accordance with the definition of "Processing."

1.1.4 References in this deed to "Personal Data" shall be interpreted as including "Sensitive Personal Data" (as defined in the Data Protection Legislation).

1.1.5 "Contract(s)" means the contracts between the Contracting Authority and the Supplier, pursuant to which the Supplier provides the Services to the Data Controllers. For purposes of this Deed of Undertaking, the Contract(s) are as follows:

Medicines Management Optimisation Services Agreement dated
[INSERT DATE].

1.1.6 "Relevant Contract(s)" means the Contracts and any other contract pursuant to which Personal Data is currently Processed, has been Processed or will be Processed by the Supplier on behalf of the Data Controllers in furtherance of the Services. For purposes of this Deed of Undertaking, the details of which are indicated in the Data Processing Schedule.

1.1.7 For purposes of this Deed, Confidential Information as defined in the Relevant Contract shall include Personal Data and Sensitive Personal Data. For the avoidance of doubt, Personal Data and Sensitive Personal Data are defined within the terms of Data Processing Schedule relating to patients registered with the Data Controllers (identified in Schedule).

1.1.8 For purposes of this Deed, "Standard Operating Procedures" shall mean the standard operating procedures set forth in the Relevant Contract. Patient review

will be applied by Supplier pharmacists using the approved Standard Operating Procedures for clinical medication review and medication switching as set forth Relevant Contract and as set forth in clause 4 of this Deed.

2. Responsibilities under the Data Protection Legislation

- 2.1 The GP Practices are Data Controllers (as such term is defined in the Data Protection Legislation) in relation to all Personal Data held in its information technology systems and the Supplier is a Data Processor in connection with that Personal Data.

3. Undertaking relating to Data Processing

- 3.1 Where Personal Data is Processed on behalf of each Data Controller by the Supplier, its agents, sub-contractors or employees, the Supplier undertakes that it shall, and shall procure that its agents, sub-contractors and employees shall:

- 3.1.1 Only Process the Personal Data in accordance with this Deed of Undertaking (including the Data Processing Schedule), Applicable Laws, and solely for the Permitted Purpose;
- 3.1.2 Process the Personal Data on behalf of the Data Controllers and in accordance with the documented written instructions and consent of the Data Controllers as noted in Section 4, which may be communicated by the Contracting Authority on the Data Controllers' behalf unless required otherwise by the Data Protection Legislation;
- 3.1.3 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of services under the Relevant Contracts;
- 3.1.4 Taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of Processing, as well as the likelihood and severity of any risk, implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from unauthorised or unlawful Processing or accidental loss, destruction or damage to Personal Data and to the nature of the Personal Data which is to be protected;
- 3.1.5 Take reasonable steps to ensure the reliability of any personnel who have access to the Personal Data;
- 3.1.6 Inform all personnel, who access to the Personal Data of the confidential nature of the Personal Data and ensure that they do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Data Controller or the Contracting Authority;
- 3.1.7 Process the Personal Data in accordance with the Data Protection Legislation;

- 3.1.8 Reasonably cooperate as requested by the Data Controllers to enable the Data Controllers to comply with any exercise of rights by a Data Subject under the Data Protection Legislation in respect of Personal Data processed by the Supplier; provide assistance to the Contracting Authority on the Data Controllers' behalf as necessary to enable Data Controllers to comply with security of Personal Data taking into account the nature of processing and the information available to Supplier; provide assistance to the Contracting Authority on the Data Controllers' behalf with any data protection impact assessment or prior consultation with a supervisory authority associated with Supplier's processing of Personal Data; or comply with any assessment, enquiry, notice or investigation under the Data Protection Legislation which shall include the provision of all data requested by the Data Controllers within the timescale specified by the Data Controllers in each case;
 - 3.1.9 provide a contact point for the relevant Data Controller or Data Controllers, directly or via the Contracting Authority, to submit any enquiries relating to the Processing of Personal Data pursuant to the Contract; and
 - 3.1.10 without undue delay, cease Processing the Personal Data upon the termination or expiry of the service to which it relates under the Relevant Contracts and as soon as possible thereafter, at the relevant Data Controller or Data Controllers' option, either return, or delete from its systems, the Personal Data and any copies of it or of the information it contains, except insofar as Supplier is required to keep such records under Data Protection Legislation, and the Supplier shall confirm in writing that this obligation has been complied with in full.
- 3.2 The Supplier shall not Process any Personal Data outside of the United Kingdom without the prior written consent of the relevant Data Controllers, which may be communicated by the Contracting Authority on the Data Controllers' behalf. The Contracting Authority, on behalf of the Data Controllers, hereby authorises the Supplier to transfer the Data Controllers' Personal Data to the Supplier Affiliates and authorised Sub-processors for processing in the countries outside the United Kingdom as specified in the Data Processing Schedule.
- 3.3 The Supplier shall not engage a sub-processor in relation to the processing of the Data Controllers' Personal Data without prior written consent of the Data Controller, which may be communicated by the Contracting Authority on the Data Controllers' behalf. The Contracting Authority, on behalf of the Data Controllers, hereby authorises the Supplier to appoint the Sub-processors listed in the Data Processing Schedule to process the Personal Data for the Permitted Purpose. Supplier will impose the same data protection obligations as set out in this Deed of Undertaking.
- 3.4 Any Data Controller may, on reasonable notice, request a detailed written description of the technical and organisational methods employed by the Supplier and its subcontractors for the Processing of Personal Data. Within ten (10) working days of receipt by the Supplier of each written request from a Data Controller, the Supplier shall deliver a written report to that Data Controller, with a copy sent to the Contracting Authority. The Supplier's report shall have sufficient detail to enable the Data Controller to reasonably determine

whether or not Personal Data is being, has been, and will be, processed in compliance with the Data Protection Legislation.

- 3.5 The Supplier shall allow for and contribute to audits, including inspections, conducted by the Data Controller or an auditor mandated by the Data Controller. Where an audit requires the Supplier to allocate more than minimal resources, it shall be entitled to charge the Data Controller for the time spent by its staff and any resources allocated for the audit.
- 3.6 Each party may hold Confidential Information comprising Personal Data in relation only to the personnel from any party who are signatories to the agreement or otherwise involved in discharge of the agreement (e.g., names and email addresses of Contracting Authority, Data Controllers and data processor staff).
- 3.7 As a signatory to this agreement as a “customer”, the named Contracting Authority is not deemed to enter into agreement as a “data controller” but is deemed to be doing so on behalf of its Data Controllers who remain “data controllers”.
- 3.8 Each Data Controller will provide consent as stated in section 4 and may upon request seek a copy of any or all Standard Operating Procedures.
- 3.9 For the avoidance of doubt, no Personal Data or Sensitive Personal Data as set forth in clause 1.1.7 is actually retained by Supplier as data processor. The data fields concerned pertain to patient age, gender, NHS number, Name, Date of Birth and address, ethnicity, condition and prescribing history. The data fields concerned, subject to extraction from primary care systems (e.g. EMIS) are viewed in primary care system and are not extracted to be stored in a third party system. The data fields necessary for the patient review will include medication history, medical and condition history and patient demographics including NHS number and will be applied by Supplier’s pharmacists using the approved Standard Operating Procedures for clinical medication review and medication switching. The data fields extracted by the Supplier in pseudonymised form for reporting and validation purposes, as shown in the data flow chart (the “Data Flow”) above, will include:
- the medicine(s) prescribed for a patient(s) prior to the Original Product (as such term is defined in the Relevant Contract)
 - dosage directions
 - quantity
 - clinical system ID e.g. EMIS number or SystmOne.

Services will be delivered predominantly remotely during the duration of the Relevant Contract.

4. Data Controller Consent

- 4.1 Each party shall reasonably cooperate with the other party to obtain consent from each Data Controller prior to commencing the Services. Such consent shall be documented by

the Data Controller's signature on the form set forth in Attachment A (the "Consent Form"). Each Data Controller will sign the Consent Form the form set forth in Attachment A to pre-approve switches and allow Optum pharmacist access to the Data Controller site and clinical system (e.g. EMIS) to authorise Optum pharmacist access to EMIS and its data to facilitate work stream programme.

- 4.2 Optum will not commence Services with a Data Controller until the Consent Form has been signed by the Data Controller.
- 4.3 The Services provide a programme for switching of medicines to more cost-effective alternatives. Data Controllers will provide pre-approval consent as per the Consent Form to all switches before they are enacted.
- 4.4 Each Supplier pharmacist will sign a "confidentiality agreement" with the Data Controller prior to accessing the Data Controller's system, if so required.

5. Indemnity

- 5.1 Each party (the "Indemnifying Party") shall indemnify the other party (the "Indemnified Party," which, with respect to the Contracting Authority, includes the Data Controllers) and keep the Indemnified Party indemnified on demand against any award or liability under a final judgment or court order and against related costs and/or monetary penalty notices arising from enforcement by the Information Commissioner's Office (or its successor enforcement body) arising from a breach by the Indemnifying Party of this deed of undertaking.
- 5.2 The limitations and exclusion on liability set forth in the Contract shall apply to liability arising under this deed of undertaking. For the avoidance of doubt, the Supplier's total liability for all claims from the Contracting Authority and/or the Data Controllers arising out of or related to the Contract, including this deed of undertaking, is subject to the limitations and exclusion of liability set forth in the Contract.

6. Management of complaints and disputes

- 6.1 Where it is reasonably practicable any complaint, dispute or action against the Supplier for breach of the data processing conditions set out in this deed shall be managed by the Contracting Authority on behalf of the Data Controllers (or successors) under the processes and provisions set out in the Relevant Contracts. Where it is not reasonably practicable for the Contracting Authority to do so, then the Data Controllers shall be able to deal directly with the Supplier to, for example, escalate a complaint or dispute or take action against the Supplier.

7. Warranty

- 7.1 The Contracting Authority represents and warrants that it has the authority to enter into this deed of undertaking on behalf of and for the benefit of the Data Controllers.

IN WITNESS of which the parties or their duly authorised representatives have executed this Deed of Undertaking for Data Processing as follows:

Executed as a deed but not delivered until the)
first date specified on the front page [ICB])
[name] in its capacity as the contracting)
authority for the Data Controllers under the)
Relevant Contract by a director in the
presence of a witness:

Signature

2.

3.

Name (block capitals)

4.

5.

Witness signature

Witness name
(block capitals)

Witness address

.....

.....

Executed as a deed but not delivered until the)
first date specified on the front page by **Egton**)
Medical Information Systems Limited by a)
director in the presence of a witness:)

Signature

Name (block capitals)

.....
Director

Witness signature

Witness name
(block capitals)

Witness address

.....

**Attachment A
CONSENT FORM**



Between named member practice (controller) and Optum (processor)

Practice signatories are advised to read/review accompanying principles and information governance advice before signing this Consent Form.

To streamline the process and reduce the use of valuable GP time, we would like you to give practice consent pre-approving the pharmacists to work on the therapies listed in the table below. Any specific exclusions, queries or amendments can be made and raised by the practice before the work commences in your practice and no work will commence without the practices signed consent and authorisation.

You, the member GP/controller, are advised that the ICB has entered into a Deed of Undertaking with Optum covering Optum's data processing obligations related to your practice's personal data. Optum is providing its Accelerate Medicines Management Optimisation Services to the ICB and its member GP practices, including your practice (the "Services"). As a result of this contractual relationship, the ICB may have completed, on or before the date you are signing this consent form, information governance and due diligence checks of Optum, its Services, and its personal data processing related to the Services, including a possible data privacy impact assessment. If desired, your practice should separately verify such information with the ICB.

Legal bases

- Implied consent under the common law duty of confidentiality because this work relates to health records
- Article 6 under GDPR (e) Performance of a task in the public interest or the exercise of official authority (because there is consent under above)
- Article 9 under GDPR (h) Medical and Health diagnosis, treatment or management of health or social care systems and services

Through this form the member practice authorises access to its data and will subsequently provide a named clinical pharmacist from Optum with a log in to EMIS or other clinical system.

Original Product	Replacement Product	Rationale

On behalf of (Practice name/ address/stamp):

I hereby consent to the work described above being undertaken as outlined in this agreement and provide consent for the pharmacists to work on the therapy list above which has been agreed by the ICB Medicines Optimisation Team.

I hereby also agree to preauthorisation of the work to be undertaken using the ICB approved Standard Operating Procedures (SOP) without the need for reference to the prescriber for approval of each individual review and change unless otherwise specified in the SOP. *Practice approval for each SOP will be gained by completion of the separate SOP approval statement document.*

I consent to the service being delivered using remote access granted by The Practice (please tick to confirm) ☐

Prescribing Lead GP Name

Signed

Date/...../.....

Practice Caldicott Guardian.....

Signed

Date/...../.....