

ORDER FORM (System Services)

This is an Order placed under the framework agreement” dated 1st February 2021 between DHL Supply Chain Limited (trading as NHS Supply Chain as agent of Supply Chain Coordination Limited) (“NHS Supply Chain”) and the Supplier for the supply of Medical IT Departmental Software and Hardware Solutions (“Framework Agreement”).

The Contract, referred to throughout this Order Form, means the Contract between the Supplier and the Authority (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call-off Terms and Conditions for the Supply of Services (hereafter, the “Call-off Terms and Conditions” or “Call off Terms”).

The Customer requests and the Supplier shall perform the Supplier Undertakings and other obligations on and subject to the terms set out or incorporated below. The Supplier shall provide the Services specified in this Order Form (including any Attachments to this Order Form) to the Customer on and subject to the terms of this Contract for the duration of the Term (and any extension thereof).

In this Order Form, capitalised expressions shall have the meanings set out in Clause 1 of the Contract Terms and Conditions, Schedule 4 (Definitions and Interpretation) to the Framework Agreement or the relevant Attachment to this Order Form in which that capitalised expression appears.

This Contract shall take effect on the Commencement Date and shall expire on the Expiry Date, unless otherwise extended in accordance with the terms of the Contract (the "Term"). The Contract can be terminated at an earlier date by operation of Law or in accordance with the terms of the Contract.

This Order Form shall comprise:

- 1.1 This document headed “Order Form”;
- 1.2 Attachment 1 – Supplier Undertakings and Specification;
- 1.3 Attachment 2 – Additional Supplier Responsibilities;
- 1.4 Attachment 3 – Customer Responsibilities;
- 1.5 Attachment 4 – Timetable;
- 1.6 Attachment 5 – Service Levels;
- 1.7 Attachment 6 – Financial Obligations;
- 1.8 Attachment 7 – Processing, Personal Data and Data Subjects;
- 1.9 Attachment 8 – Governance Bodies;
- 1.10 Attachment 9 – Exit Plan requirements;
- 1.11 Attachment 10 – Template Security and Cyber Policy;
- 1.12 Attachment 11 – Technology and AI Principles; and
- 1.13 Annex 1 – Call-off Terms and Conditions.



Party Details

Customer Details:	Medway NHS Foundation Trust, Windmill Road Gillingham Kent ME7 5NY ("Customer")	
Supplier Details:	Change Healthcare UK Holdings Ltd. a company registered in England and Wales with company number 8722174 and registered office at c/o Moorcrofts Llp Thames House, Mere Park, Dedmere Road, Malow, Buckinghamshire, England SL7 1PB [("Supplier")	
Customer Invoice Address:	Medway NHS Foundation Trust Windmill Road Gillingham Kent ME7 5NY	
Customer Representative:	Name:	Michaela Jones
	Role:	IT Business Manager
	Telephone and email:	
	Address:	Medway NHS Foundation Trust Windmill Road Gillingham Kent ME7 5NY
Supplier Representative:	Name:	Jason McTavish
	Role:	Operations Director
	Telephone and email:	0333 003 3355 Jason_mctavish@optum.com
	Address:	Change Healthcare, First Central 200, 6 th Floor, 2 Lakeside Drive, London, NW10 7FQ

1. Contract details:

Contract Reference Number:	URN MIT2025-0018 - Medway - Horizon Cardiology -Change – 300000180705363 C25ENG219
Commencement Date:	1 st April 2025



Service Commencement Date:	31 st March 2026	
Initial Period	12 Months from 1 st April 2025	
Expiry Date	Service Contracts for Maintenance to 31/03/2026	
Termination Trigger Period <i>Please select the number of days to include within Clause 11.2.1(b)</i>	Not Applicable	
Minimum Notice Period for Termination for Convenience <i>Please select the agreed notice period for the purposes of Clause 2.2 and 11.4.</i>	No termination for convenience.	
Summary Services Description:	Change Healthcare Cardiology™ One Year Annual Maintenance Service	
Service Cover Term: <i>The times between which the Supplier shall provide the Services.</i>	9 a.m. to 6 p.m. Monday to Friday, excluding bank holidays in England.	
Delivery Point	Services will be delivered in a remote manner for the Medway NHS Foundation Trust	
The Supplier Software Licences shall be:	Perpetual (<i>Customer to check box as applicable</i>)	<input type="checkbox"/>
	Renewable (<i>Customer to check box as applicable</i>)	N/A
Restoration of Customer Data shall be completed within:	Not Applicable	



<p>Please set out the relevant period to include within Clause 13.7.1</p>	
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2. Optional Clauses

The Clauses checked as included (☒) below shall be incorporated into the Contract (“Optional Clause(s)”) and shall be inserted into the Terms and Conditions and (as applicable) either replace the text included at the Clause Number specified in the table below or be added as new text as the new Clause Number specified.

Clause Number	Clause Text	Included?
2.2	The Customer may terminate the Contract for convenience (in whole or part) in accordance with Clause 11.4.	<input type="checkbox"/> <i>If checked then Clause 11.4 below shall also be deemed to be checked.</i>
3.1.5	expressly confirms to the Customer that the Software modules and licence types and other items listed in Appendix 2 to Attachment 1 of the Order Form as being "Recommended Items" will, assuming the correct operation of such software and other items, meet all of the functional and other requirements set out in Attachment 1 to the Order Form as applicable to such items and will enable the Supplier to deliver, and the Customer to receive the benefit of, the Services, in the manner specified in the Supplier Undertakings. Accordingly, regardless of the identity of the supplier of any such Recommended Items, the Supplier hereby agrees that it shall be liable to the Customer for the suitability of such Recommended Items for such purposes.	<input type="checkbox"/>
3.1.6	agrees that, unless the Customer has expressly agreed otherwise in writing, it shall be a condition of this Contract that the Supplier will have, on or by the date of this Contract, procured that a parent company guarantee has been duly executed in accordance with the requirements of the Customer.	<input type="checkbox"/>
6.1.2	The Supplier agrees that the Customer shall be entitled to receive automatic and continuing discounts on the Charges in accordance with the provisions of Attachment 6 to the Order Form. The Supplier agrees	<input type="checkbox"/>



	to keep detailed records sufficient to enable the Customer to ascertain the level of discount to which it may be entitled and the date from which such discount shall apply. The Supplier agrees to provide all such records to the Customer, upon request.	<i>If checked then Clauses 6.1.3 and 6.1.4 below shall also be deemed to be checked.</i>
6.1.3	During the term of this Contract and for a period of 6 years thereafter and upon 5 business days' prior written notice, the Customer shall have the right, during the Supplier's normal business hours, to send an accountant to audit the records referred to in Clause 6.1.2 above. The Supplier shall give that accountant full access to those records. Any such audit shall be carried out at the Customer's expense unless it reveals any errors or shortfall in the level of discounting to which the Customer was entitled but has not received since the last most recent audit or (if none) the Acceptance Completion Date, in which event the Supplier shall pay the costs thereof. Payment of those costs and any shortfall of discount shall be made by the Supplier within 7 days after the Supplier shall have received written notice from the Customer together with a copy of the accountant's report and fee note showing the amounts due. Any shortfall shall be treated as if it is a late payment of a commercial debt due and shall carry statutory interest from the date it was originally due until the date of payment in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002.	Please refer to Clause 6.1.2
6.1.4	If the Supplier fails to properly apply the discounting arrangements referred to in Clause 6.1.2 or to make any other payment to the Customer under this Contract on the due date then, without prejudice to any other right or remedy available to the Customer including as described in Clause 6.1.3, the Customer shall be entitled to treat the same as a Default of the Supplier entitling it to terminate this Contract upon such written notice as the Customer may determine (including immediate termination if it so wishes).	Please refer to Clause 6.1.2
8.2.1(c)	the Documentation, Source Code and the Object Code of the Specially Written Software (including any Supplier Background IPR or Third Party IPR that are embedded in or which are an integral part of the Specially Written Software) which shall include the right to load, execute, interpret, store, transmit, display, copy (for the purposes of loading, execution, interpretation, storage, transmission or display), modify, adapt, enhance, reverse compile, decode and translate such Specially Written Software;	<input type="checkbox"/>

8.2.1(d)	all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software (together the “ Software Supporting Materials ”);	☐
11.4	<p>Termination for convenience</p> <p>11.4 Termination For Convenience</p> <p>11.4.1 The Customer may terminate this Contract, in whole or part, for any reason at the end of the last day of the Initial Period or on any anniversary thereof. This termination right shall be exercised by the Customer in accordance with Clause 11.4.2 and termination shall take effect at the end of the Initial Period, or on any anniversary of the end the Initial Period thereafter (as applicable in the circumstances).</p> <p>11.4.2 To exercise its right to terminate for convenience, the Customer shall give the Supplier written notice of termination and shall give no less than the required minimum notice period specified in the Order Form (whether terminating at the end of the last day of the Initial Period or on any anniversary thereof). If no minimum notice period is stated in the Order Form the minimum notice period for termination for convenience shall be ninety (90) days.</p>	Please refer to Clause 2.2

3. Additional Definitions

The Parties agree that the inclusion of the Optional Clauses necessitates the inclusion of additional definitions. Where a Clause number as noted in the table below has been incorporated under Paragraph 3 above, the associated definitions contained in the table below shall be incorporated into Clause 1.4 of the Call-off Terms and Conditions in alphabetical order:

Optional Clause Number	Defined Term	Definition
8.2.1(c)	Object code	means computer programs and/or data in computer-readable form
8.2.1(d)	Specially Written Software	means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Contract;



4. Alternative Definition - Security and Cyber Standards

5. By checking the box below (☒) below the Parties agree that the alternative definition in the table below shall be inserted into Schedule E of the Contract and shall replace the definition of Security and Cyber Standards at Schedule E of the Call-off Terms and Conditions.

Alternative definition of Security and Cyber Standards below applies:
(Check box if alternative definition applies)

Schedule	Defined Term	Alternative Definition
Schedule E	Security and Cyber Standards	shall mean any standards reasonably applicable, given the Supplier's expertise and the Services provided, and which shall always include: <ol style="list-style-type: none"> 1. ISO/IEC 13485 series of Information Security Management standards; 2. '10 Steps to Cyber Security' guidance, as amended from time to time and currently available at: https://www.ncsc.gov.uk/guidance/10-steps-cyber-security; 3. National Data Guardian data security report/standards/recommendations; 4. NCSC – Cloud Security principles;

6. Supplier Personnel Details

Authorised Officer:	Name:	Jason McTavish
	Telephone:	07738981903
	Email:	Jason_mctavish@optum.com
	Address:	Change Healthcare, First Central 200, 6 th Floor, 2 Lakeside Drive, London, NW10 7FQ
Key Personnel:	Not Applicable	

7. Customer Personnel Details

Authorised Officer:	Name:	Sarah Brissenden
	Telephone:	01634 976 598
	Email:	s.brissenden@nhs.net
	Address:	Medway NHS Foundation Trust Windmill Road Gillingham Kent

	ME7 5NY
Key Personnel:	Not Applicable

8. Allowable Assumptions

8.1. The Allowable Assumptions shall be as follows:

8.1.1. [list Allowable Assumptions] Not Applicable

9. Approved Subcontractors

The Customer agrees that the Supplier may subcontract its obligations under this Contract to the following Approved Sub-contractors in accordance with Clause 5.6:

Sub-Contractor Name and Business Details	Sub-contracted obligations
<i>Not Applicable</i>	

10. Escrow [Not Applicable]

10.1. The designated escrow agent for the purposes of Clause 21 shall be:

10.2. Programmes that shall be deposited in escrow are:

11. Approved Media Devices

The following shall be considered Approved Media Devices for the purposes of Schedule E (Security Requirements):

Device Name	Customer Data that may be stored
<i>Not Applicable</i>	

12. The Parties acknowledge that the draft Contract contains drafting notes and optional drafting contained within square brackets (set out as follows: [example optional drafting]).

By marking the checkbox below, the Parties confirm that they:

12.1. have reviewed all such drafting; and

12.2. intend for any drafting that has not been removed to be incorporated into the Contract,



Please check to confirm:

IN WITNESS of which this Order has been duly executed by the parties acting by their duly authorised representatives.

<p>For and on behalf of Medway NHS Foundation Trust</p>  <p>Authorised Signatory Name: Simon Wombwell</p> <p>Title: Chief Finance Officer</p> <p>Date: 3 June 2025</p>	<p>For and on behalf of Change Healthcare UK Holdings Ltd</p>  <p>Director/Secretary Name: Jason McTavish</p> <p>Title: Director, UK Operations</p> <p>Date: March 28, 2025</p>
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ATTACHMENT 1

SUPPLIER UNDERTAKINGS AND SPECIFICATION

2. Services

2.1 The Services specified below are to be provided by the Supplier:

2.1.1 Horizon Cardiology Service Annual Maintenance Service 01/04/2025 – 31/03/2026

Ref No.C25ENG219

Annual Support and Maintenance Service without 24/7 52 weeks Cover

Item	Description of Product/Service	Price £
	Horizon Cardiology Service One Year Annual Maintenance Service 01/04/2025- 31/03/2026	£63,084.24
	TOTAL PRICE (this pricing is commercially sensitive and should be treated as confidential under clause 8 of the terms and conditions)	£63,084.24

Excluding VAT

2.2 The Supplier agrees that the performance of the Services shall not entitle it to any rights of ownership in any of the Customer Data; all such data to include the content of any management and other reports, all performance monitoring information and all other output produced as part of the Services.

2.3 The Supplier acknowledges that the Services are critical to the Customer's business and that availability of the systems provided hereunder is paramount.

2.4 Functionality of the Services

The Supplier shall ensure that the Services includes each of the functionalities described in this paragraph 2.

2.4 Application Functions

2.4.1 **Common application approaches**

2.4.2 **Application design**

2.4.3 **User interfaces**

2.4.4 **Information and data**

2.4.5 **Data capture**

2.4.6 **Data validation**

2.4.7 **Reporting**

2.4.8 **Application access and security**

2.4.9 **Application Software support**

2.5 Detailed Functional Description

2.5.1 Change Healthcare Cardiology 15.01

Cardiology CPACS and Archiving. Departmental Cardiology PACS (Image archiving system)

2.6 System Functions

2.6.1 Compatibility and inter-operability

- (i) Other than for interfacing with the System's Echo Report module and any constraints detailed in the DICOM Interface Specification detailed in section 1.7 of this Attachment 1, there are no restrictions on the types of modalities that can interface with the system provided that this number is not exceeded and each modality receives and sends data in DICOM format. The Supplier will however require the Customer to provide a DICOM Conformance statement for replacement of a type not already interfacing with the System, whether they be additional or replacement modalities.

- (ii) Where modalities are to interface with the System's Echo Report Module, if any additional or replacement modalities may require modifications made to the Echo Report DSR Interfaces and the Supplier cannot guarantee that those modification can be made and where they are the Supplier reserves the right to charge the Customer on a time and material basis to do the development and implementation of those modifications.

2.6.2 System management

The System, at application / Module level, has an element of self-management, containing agent that will search for issues in common areas where issues may occur, for example log files and audit strings, but where issues arise the Customer should raise a Service Request in accordance with 1.6 below. System management at the Operating System level shall be the responsibility of the Customer.

2.6.3 Data and data base Facilities

The Database shall comprise of two components; the central database server and the online storage file directory tree that contains all the information in the system.

For all Hardware and storage information refer to Section 1 of Schedule B.

2.6.4 System security and access

Further to Clause 14 of the Call Off Terms the following shall apply with regard to security of the System:

(a) Physical Security

The Customer shall be responsible for the physical security of the computer installation at the Customer premises and will grant access to the Supplier's staff where necessary. Where the Supplier's staff requires access this will be subject to the prior agreement, which shall not be unreasonably withheld, of the Customer's Project Manager, as identified in section 9 of this Order Form, or any other officer of the Customer acting on the Project Manager's behalf.

(b) System Security

Once the System has been installed, application-level security along with the operating system and database and access thereto shall be the responsibility of the Customer.

The Customer can restrict the access, viewing and amendment of any information held on the System and/or transmitted between systems, to only those users who are appropriately authorised, including:

- The need for the verification and authentication of users



- The need to keep the information secure from electronic or physical interception.

It is essential that the Customer adopts adequate security facilities to prevent unauthorised access to the data, the prevention of accidental or deliberate corruption of the data, and loss or destruction of the data.

Access to the application system by the Supplier's staff from any premises will be restricted to authorised personnel and approved third parties only and will be subject to the prior agreement of the Customer. The Customer should not unreasonably withhold or delay access by the Supplier, or the Suppliers sub-contractor staff, to the application system.

The Supplier shall be under no obligation to provide data encryption where data from the system is transferred across a network, whether the Customer's Local Area Network or any Wide Area, or public Network, including the NHS N3 / HSCN network.

2.6.5 **Reporting**

N/A as reporting solution not purchased

2.6.6 **Development**

2.7 **Capacity of the Services** [Not Applicable]

2.8 **Deliverables** [Not applicable]

- 2.9 The Supplier will provide the Deliverables (if any) detailed in Appendix 2 in accordance with any stated requirements.

3. Responsibilities in relation to the Services

Further to the responsibilities set out in the Order Form, the following responsibilities will be assigned to the Party specified below.

3.1 **Operations**

- 3.1.1 The Supplier will provide the Services across the Service Cover Time (see paragraph 2 of the Order Form). The Supplier will provide on-site and remote service management and technical teams to ensure the delivery of the Services in line with the Service Levels and fix any issues which arise in accordance with the Service Levels and the Contract.

3.2 **Security and access management (in addition to the responsibilities set out in Schedule H)**

- 3.2.1 The Supplier will provide a secure password protected environment. The Supplier will provide the necessary tools for the Customer to restrict access as required and monitor access. The contractor will ensure all patient data that is moved out of the Customer network will be encrypted in line with recent NHS guidance. Remote access will avoid any patient identifiable data where possible, and where it is accessed will be in accordance with the N3 agreement between the NHS and Supplier and where that agreement is insufficient the Supplier will ensure commensurate security and protection for this sensitive personal data.]

3.3 **Monitoring/Reporting**

- 3.3.1 The Supplier will provide a 24/7 monitoring solution to enable them to pro-actively detect and resolve issues which may occur in any contractor provided element of the solution. The Customer will also have access view any proactive cases logged



via the contractors service management system. The Supplier will provide reports and alerts to support this process as part of the Support Services.

- 3.3.2 The Supplier shall provide capacity system monitoring and reporting for the core systems, which include

N/A as infrastructure is managed by the Customer.

3.4 **Alternative and back-up services** [Not Applicable]

3.5 **Responsibilities for Customer Software** [Not Applicable]

3.6 **Governance responsibilities**

- 3.6.1 The Parties shall have the respective responsibilities as set out in Schedule C (Governance).

3.7 **Help/Support/Service Desk**

- 3.7.1 The Supplier will provide a 24x7x365 telephone support service for Severity 1 and 2 issues.

- 3.7.2 The Supplier will provide an online portal for logging tickets for any Severity 3 or 4 issues. [<https://enterpriseimaging-support.optum.com/>].

- 3.7.3 The Supplier will log each call or ticket with a unique reference number and assign each call or ticket with a Severity level. To enable fast resolution to the fault, the Supplier will collect the following information during the call logging [via the fault logging document shown in Appendix 3 – Supplier Help Desk Process]

- (a) Customer name and site location
- (b) Person calling and contact details,
- (c) Nature of the problem,
- (d) Status of equipment,
- (e) Equipment/Service availability,
- (f) System or component problem.

- 3.7.4 The information specified in paragraph 3.1.3 above will be entered into the service record, and a Supplier job number will be given as reference. These notifications, when entered on to the Suppliers service management system, serve as the starting point for response time calculations and any downtime calculations. If reporting by email or on-line, the clock will start at the point the completed form is received by the Supplier.

- 3.7.5 The Supplier Service Centre will pass the call to a UK Supplier Technical Specialist who will carry out a remote fix. The Technical Specialist must have authority to liaise directly with Customer staff to trouble shoot and resolve the issue.

- 3.7.6 The person logging the call will be updated with the job status throughout the life cycle of the job. Alternatively, the Customer can call the Service Support Number quoting the Supplier job number for update. There will be one contact number for the Supplier Service. The Supplier will provide access to an online portal to review job progress and provide Customer based updates.

- 3.7.7 Support for high severity calls (Severity 1 and 2) will be the same out of hours as in hours, with the same level of support available.



3.7.8 Where a dispute over severity level is identified the Supplier will resolve the call as per the Customer's request. The severity level will then be discussed at the service review meeting and any adjustments made if necessary.

3.8 Problem Management

3.8.1 The Supplier will find and fix any underlying Problems with the Supplier's System which gave rise to incidents via their Problem management Process.

3.9 On Site Service

3.9.1 Onsite service is provided by the supplier if determined necessary after remote troubleshooting steps have been exhausted.

3.10 Transition Project - implementation of Services [Not Applicable]

3.10.1 Implementation plan

3.10.2 Hardware/Software

3.10.3 Data conversion/transfer/loading

3.10.4 Interfaces

3.10.5 Development of procedures

3.10.6 Documentation

3.10.7 Training

3.10.8 Transition period

3.10.9 Provisions for the transfer of personnel (TUPE) [Not Applicable]

3.11 Performance of Services

3.11.1 Measurement of performance

Priority	Target Response Time	Target Resolution Time
1 or Critical	20 elapsed minutes	6 hour fix (elapsed time)
2 or High	4 elapsed hours	24 hour fix (elapsed time)
2 or Medium	1 working day	7 working day fix
4 or Low	2 working days	30 working day fix

3.11.2 Service Levels

(a) Not Applicable

3.11.3 Standards

(a) The Supplier agrees that it shall deliver the Services using standards, practices, methods and procedures at all times conforming to the law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.

(b) In addition to the foregoing, the Supplier shall deliver the Services in accordance with the following specific standards:



(i) [List standards here].

3.11.4 Collaboration and Third Party Working

- (a) The Supplier will work with any third party integrated contractors as required to resolve functional issues. These include but are not limited to all connections to third party systems not currently operational or connected to the contractors System which will be dealt with via the Change Control Process.

3.12 Upgrades and Updates

For the purposes of this Attachment 1 (Supplier Undertaking and Specification) the following terms will have meanings as ascribed hereunder: -

'Patch' shall mean a software fix that does not constitute either an Upgrade or an Update.

'Upgrade' shall mean a major new release or version of Software. For example, version 14.0 to replace version 13.7 refer to section 1.7 attachment

'Update' shall mean an amendment to the existing release or version of Software, For example, version 13.8 to replace version 13.7

- 3.12.1 The Supplier will provide the Customer with relevant Updates and Upgrades at no additional cost as part of the Contract. The Customer will be liable and responsible for any additional costs and expenses arising from project management, training and implementation services required for carrying out an Upgrade or Update or both.
- 3.12.2 Customer will bear the any Supplier charges or expenses that may arise due to implementation and management of Upgrade(s). Supplier will obtain Customer's written approval before increasing or amending Charges. The Supplier will ensure that Upgrades will not adversely affect the operation or functionality of the System. Upgrades will only be loaded into the Customer's test environment, for testing and released into the live environment after consultation with the Customer.
- 3.12.3 The Supplier will ensure that Updates will not adversely affect the operation or functionality of the System and will provide supporting training if required. New Updates will only be loaded into the Customer's test environment, for testing and released into the live environment after consultation with the Customer. The Supplier will provide Updates to the Customer as and when they become available.
- 3.12.4 The Supplier will ensure that the quality of the Software is maintained when it has been updated through Configuration, change and release management
- 3.12.5 The Supplier will maintain all hardware in line with the original equipment manufacturer's service guidelines.

APPENDIX 1

**BACK UP
SOLUTION**

[Not
Applicable]



**APPENDIX 2
SOFTWARE**

1. Customer Software [Not Applicable]
2. Supplier Software and Supplier Materials – Horizon Cardiology Version 14.3.2

Ref No.C25ENG219

Annual Support and Maintenance Service without 24/7 52 weeks Cover

Item	Description of Product/Service	Price £
	Horizon Cardiology Service One Year Annual Maintenance Service 01/04/2025- 31/03/2026	£63,084.24
	TOTAL PRICE (this pricing is commercially sensitive and should be treated as confidential under clause 8 of the terms and conditions)	£63,084.24

Excluding VAT

3. Third Party Software and Third Party Materials [Not Applicable]
4. Recommended Items [Not Applicable]
5. Deliverables



APPENDIX 3 SUPPLIER HELPDESK PROCESS

The scope of the Support Services is divided into Remedial Support Services and Preventative Maintenance, the latter of which shall include the provision of new releases of any Software, Hardware or System to which the Support Services apply.

Remedial Support Services

Where the Customer is unable to use the Software, Hardware or System to which the Support Services apply or their use is seriously impaired because of an error/fault in the Software, Hardware or System to which the Support Services apply, the Supplier will, once the error/fault has been reported to the Supplier via a Service Request (SR), diagnose and rectify the fault by way of repair or replacement, whichever the Supplier deems most appropriate. This may include the provision of a Software 'Patch' or 'Update'. Where an on-site engineer is required for the resolution of a Priority Hardware failure the Engineer will be on site within 4 hours of the Supplier's initial Response,

Where the Support Services applies to Software the Remedial Support Service will only apply to the current, and immediately preceding versions of the product.

(a) Logging a Service Request

The Customer is responsible for ensuring it has an 'expert user' available to assist users with the performance routine tasks, running reports, etc. where required and to assess minor difficulties with regard to the Software, Hardware or System to which the Support Services apply.

Where however the 'expert user' is unable to easily resolve any issue referred to him or her or in the event of a more problematical issue arising, the Customer should log an SR with the Supplier.

All SR's should be logged via the Supplier's web-based fault reporting system which shall be made available to the Customer upon contract effectiveness. In the event of the Supplier's web-based fault reporting system being unavailable Service Requests should always be logged at the earliest opportunity via the local call rate telephone number (at the time of contracting 0333 003 3355, the Supplier shall from time to time inform the Customer of any change to this number).

Individuals logging SR's via the Supplier's web-based fault reporting system, will be required to allocate a priority to the Request, such allocation should be in accordance with the guidelines at 3.1.3 below and where the Supplier believes these guidelines have not been followed the Supplier shall contact the Customer's first line support team with a view to reallocation of the priority allocation. Where a SR is logged by telephone the proposed priority allocation



will be agreed at the time of the call.

The logging of a SR will constitute permission by the Customer for the Supplier to access the System and view data as necessary to resolve the SR.

(b) Supplier's Actions & Obligations upon Receipt of a Service Request

Where the SR is initially made via the telephone, the Supplier will log the SR onto the Supplier's SR management system and assign the Service Request details to the relevant Support Team for response and resolution. (Where initial contact is made via the web based fault reporting service, these actions will be undertaken automatically.)

As a response to all SRs logged, the Supplier will either update the SR on the web-based fault reporting service or contact the Customer to confirm it is working on the SR and to ensure that the nature of the SR is fully and correctly understood.

Priority	Target Response Time	Target Resolution Time
1 or Critical	20 elapsed min	6 hrs fix (elapsed time)
2 or High	4 hrs	24 hrs fix (elapsed time)
3 or Medium	1 working day	7 working day fix
4 or Low	2 working days	30 working day fix

Note; *The Response and Resolution Times for Priority 1 and 2 Service Requests, in the above table are elapsed hours from the logging of the call within the Remedial Support Services Cover Time. Where a Priority 1 or 2 Service Request is logged outside Remedial Support Services Cover Time, the Supplier shall use reasonable endeavours to meet the above referenced Response and Resolution Times from the moment the Service request was logged but for SLA purposes the Response and Resolution Times shall be measured from the recommencement of Remedial Support Services Cover Time. For Priority 3 and 4 Service Requests Response and Resolution Times shall only be measured during the Remedial Support Services Cover Time.*

Where on on-site engineer is required for the resolution of a Server failure the Engineer will be on site within 4 hours and 24 hours for the resolution of a Workstation failure, of the Supplier's initial Response.

Once the SR has been assigned to the relevant Support Team that team will ensure on-going communication with the Customer's first line support team until resolution of the SR so that closure can be agreed.

The Supplier will also provide access to the Customer's first line support team to the Supplier's web-based fault reporting service through which the Customer can run monitor the progress of SR's.



(c) Service Request Prioritisation

The guidelines for the priority level to be assigned to a SR are as follows:

Priority 1

Those problems which have a critical business impact, significantly adversely affecting the Customer's ability to carry out Business Critical Functions, for example a central processor fault.

Where there might be multiple elements to a Priority 1 SR or where a workaround has been put in place that resolves the issue on a temporary basis, once the critical element of a Service Request has been resolved, and subject to the agreement of the Customer, the Service Request priority will be reduced to a lower level priority as appropriate where there are any non-urgent issues to be addressed to allow closure of the Service Request.

In the event of the Customer not providing resource availability to enable the Supplier to directly discuss the details of the SR, any priority 1 call will be downgraded to priority two after a sixty-minute period.

Priority 2

Those problems which cause High business impact, resulting in partial loss of Services / functionality with critical business impact.

For example: Urgent queries relating to major faults and failures in the Customer's service, such as reporting or problems causing disruption to the Customer's service more than once per week;

Those queries relating to work around alternatives that require clarification. Once the critical element of a Service Request has been resolved, or a work-around has been provided, the Service Request priority will be reduced to a lower level priority if there are any non-urgent issues to be addressed to allow closure of the Service Request.

Priority 3

Those problems that cause loss of Services to a single Authorised User or lead to a particular facility in the Customer's service not working but where a work-around alternative is available (where possible the Supplier will suggest a work-around as required during the initial response) or cause a facility in the Customer's service to work incorrectly in such a manner as to cause inconvenience or occasional disruption to the said system. Other faults that cause partial loss of Services where an acceptable and agreed workaround exists or Minor / cosmetic fault which does not affect the ability of the Service to fulfil its function.

Priority 4



Used for any SR where there is no service impact to the operation or use of the system. This category also includes SR's relating to Functional Enhancements and General Assistance

Escalation of Service Requests to Product Centres

In certain circumstances it may be necessary for an SR to be referred to the Suppliers Product Development Centres outside of the UK, located in Ireland, Israel, the United States, and Canada where Personal Data, subject to the Data Protection provisions applicable to this Order Form will be viewable by the Supplier's employees in the Product Development Centre and where Personal Data of Customer's staff or employees may be stored in the Product Development Centre for the purpose of resolving the SR. Any such transfer of Personal Data, will be covered by the provisions of Schedule I to this Order Form and the parties agree that this clause is taken to be written permission for the Supplier to transfer data associated with a logged Service Request to either the Supplier's Development Centres or a sub-contractor. For the avoidance of doubt this permission only applies to Personal Data that it will be necessary to transfer to ensure the successful resolution of a Service Request any other transfers of data including those to the Supplier's Development Centres or a sub-contractor will require written permission to be sought on a case-by-case basis.

Preventative Maintenance

Throughout the duration of the Support Services, as defined in 1 above, the Supplier shall provide the Customer with major and interim releases of the Software or Documentation to which the Support Services apply, designed to, a) correct defects in the Software or Documentation, as applicable, and b) make improvements to existing functionality, after the commencement of the Support Services, but not otherwise separately priced or marketed by the Supplier, if and when any such releases are made generally available by the Supplier to its customers.

As part of the Preventative Support Services, subject to the caveats herein, the Supplier shall provide the Customer with Upgrades without additional charges. Where any such Upgrade includes new functionality as oppose to an improvement in functionality and the Supplier is marketing and licensing that functionality separately, that functionality will not be made available to the Customer without the payment of the additional license fees. Furthermore, due to difficulties in pre-estimation of resource required for the implementation effort, the Supplier reserves the right to charge, on a *quantum meruit* basis for assistance provided to the Customer in the implementation of an Upgrade where it is reasonable to do so.

Preventative Maintenance will not include Patching, Updating or Upgrading of Microsoft Operating Software, the Customer is responsible for ensuring all servers and workstation are kept current with Microsoft Patches and updates. The Customer may however log a Service Request seeking advice on what Patches, Updates and Upgrades to install. Where the failure of the Customer to install a Microsoft Operating Software Patch, Update or Upgrade adversely effects the performance, resilience or security of



the System, the Supplier will have no liability arising out of the System's performance resilience or security unless the Supplier had previously advised the Customer that the relevant Patch, Update or Upgrade need not be installed.

Releases and exclusions from Support Services and Replacement of Hard Disks

I. Releases & Exclusions

The Supplier shall have no obligation to provide the Support Services in respect of incidents arising from the following. However in such circumstances the Supplier will endeavour to assist the Customer on terms and conditions to be agreed:

- a) failure by the Customer to Maintain the Software at the latest release level, or at the level immediately below the latest release level, issued by the Supplier or its Licensors, unless otherwise agreed.
- b) the Customer's failure to implement a previously provided solution, for example a Licensed Software Upgrade or patch; or
- c) transportation or relocation of the Hardware or Software not performed by the Supplier; or
- d) modifications or additions to the Hardware or Software not performed or authorized by the Supplier; or
- e) the Customer's neglect or misuse of the Hardware or Software or its failure to operate or maintain the Hardware or Software in accordance with the Supplier's or Third Parties' instructions; or
- f) the failure of any Third-Party Hardware or Software not supplied by the Supplier, unless specifically and expressly identified as being covered by the Support Service under the Contract, for use upon or in association with the Hardware or Licensed Software; or
- g) any accident or disaster affecting the Hardware or Licensed Software housed on the Customer's premises including without limitation that caused by fire, flood, water, wind, lightning, transportation, vandalism or burglary; or
- h) where the Hardware or Licensed Software is dependent on other software or equipment and the Customer does not have an appropriate license in respect of such equipment and software; or
- i) wilful damage, caused by anyone other than the Supplier or the Supplier's employee(s); or
- j) where the Supplier has issued notice to the Customer that the Hardware has reached an age where it poses significant risk to the provision of the service and



k) provided the Supplier has given notice of a Refresh being required, see Section 4 of Schedule G, where any part of the operating infrastructure, i.e. Hardware, Operating Software and Database is over six-years old or is no longer supported by the manufacturer.

l) where the Database has reached database and/or storage capacities.

Neither shall the Supplier have any obligation to provide the Support Services in respect of the following:

Customer owned software, except where specified in this Order Form
The Third-Party Software, except where specified in this Order Form
Customer owned reports or OBC data queries, except where specified in the quotation

In the event the Supplier provides the Support Services and subsequently discovers that the reason for the Incident was one of those described above, the Customer reserves the right to claim *quantum meruit* compensation in respect of the Support Services provided and any associated costs incurred in the provision of the Support Services.

II. Replacement of Hard Disks

In the event of Remedial Support Services requiring the replacement of a hard disk and the Customer wishes to retain the disk that is being replaced, the Supplier reserves the right to charge the Customer a fee for the replacement hard disk at the current market rates for hardware.

Service Requests Logged for Reasons Other than Remedial Support Services

Throughout the duration of the Support Services, the Customer may use the Supplier's web-based fault reporting service to make requests for Functional Enhancements and/or General Assistance. Note; For these purposes; "General Assistance" shall mean assistance required by an end user to enable Software to which the Support Services apply, to perform functions within the scope of the then Software Functional Specification.

A. Requests for Functional Enhancements

The Supplier is keen to obtain feedback from customers as to how products can be improved and enhanced. Accordingly, the Customer is encouraged to log SR's in the manner detailed herein to suggest and request improvements and enhancements to the product. All such calls will be logged as a priority 4 call but will not figure in any calculation as to the Supplier's performance against the Service Levels.

B. Requests for General Assistance

In the event of the Customer's Expert User being unable to help and end user who requires General Assistance the Customer's first line support team may log an SR to request that the Supplier provides such General Assistance.

All such calls will be logged as a priority 4 call but will not figure in any calculation as to the Supplier's performance against the Service Levels and the Supplier shall only be obliged to provide General Assistance on a reasonable endeavours basis and in the event of it becoming apparent to the Supplier that such General Assistance will require greater than minimal effort, the Supplier reserves the rights to charge on terms to be agreed between the parties at the time.

**APPENDIX 4
SPECIFICATION**

1. **Output Based Specification** [Not Applicable]

2. **Published Specification** [Not Applicable]



**APPENDIX 5
CUSTOMER METRICS**

[insert customer metrics here]



ATTACHMENT 2

ADDITIONAL SUPPLIER RESPONSIBILITIES [Not Applicable]



**ATTACHMENT 3
CUSTOMER RESPONSIBILITIES**

The Customer shall comply with the following responsibilities:

Customer Responsibilities:	Responsibility	Required completion Date	Customer Delay Risk?
	[DN: Describe Customer responsibilities in this column of the table. Additional detail may be appended to this Order Form as an Annex. If so, please reference the Annex number here, provide a brief description of the responsibility and note whether the responsibility is a Customer Delay Risk in accordance with Clause 9.1.3(c)]		<input type="checkbox"/>
	[DN: Describe Customer responsibilities in this column of the table. Additional detail may be appended to this Order Form as an Annex. If so, please reference the Annex number here, provide a brief description of the responsibility and note whether the responsibility is a Customer Delay Risk in accordance with Clause 9.1.3(c)]		<input type="checkbox"/>
	[DN: Describe Customer responsibilities in this column of the table. Additional detail may be appended to this Order Form as an Annex. If so, please reference the Annex number here, provide a brief description of the responsibility and note whether the responsibility is a Customer Delay Risk in accordance with Clause 9.1.3(c)]		<input type="checkbox"/>
	[DN: Describe Customer responsibilities in this column of the table. Additional detail may be appended to this Order Form as an Annex. If so, please reference the Annex number here, provide a brief description of the responsibility and note whether the responsibility is a Customer Delay Risk in accordance with Clause 9.1.3(c)]		<input type="checkbox"/>
	[DN: Describe Customer responsibilities in this column of the table. Additional detail may be appended to this Order Form as an Annex. If so, please reference the Annex number here, provide a brief description of the responsibility and note whether the responsibility is a Customer Delay Risk in accordance with Clause 9.1.3(c)]		<input type="checkbox"/>
	[DN: Describe Customer responsibilities in this column of the table. Additional detail may be appended to this Order Form as an Annex. If so, please reference the Annex number here, provide a brief description of the responsibility and note		<input type="checkbox"/>



	<p>whether the responsibility is a Customer Delay Risk in accordance with Clause 9.1.3(c))]</p>		
	<p>[DN: Describe Customer responsibilities in this column of the table. Additional detail may be appended to this Order Form as an Annex. If so, please reference the Annex number here, provide a brief description of the responsibility and note whether the responsibility is a Customer Delay Risk in accordance with Clause 9.1.3(c))]</p>		<input type="checkbox"/>



ATTACHMENT 4

TIMETABLE [Not Applicable]

ATTACHMENT 5

SERVICE LEVELS

No service levels agreed,

[Insert service levels here]



ATTACHMENT 6

FINANCIAL OBLIGATIONS

1. Contract Charges and calculation of Charges

1.1 Total Contract Charges £63,084.24 Excluding VAT

Ref No.C25ENG219
Annual Support and Maintenance Service without 24/7 52 weeks Cover

Item	Description of Product/Service	Price £
	Horizon Cardiology Service One Year Annual Maintenance Service 01/04/2025- 31/03/2026	£63,084.24
	TOTAL PRICE (this pricing is commercially sensitive and should be treated as confidential under clause 8 of the terms and conditions)	£63,084.24

Excluding VAT

1.2 Base Charges (if any) Not Applicable

1.3 Payment driver Not Applicable

 1.4 Variation of Contract Charges – *[Reflect any discounting, efficiency savings arrangements, also refer to Service Credits arrangements.]*

1.5 Implementation Charges Not Applicable

1.6 Trial Period Not Applicable

1.7 Catalogue Items [Not Applicable]

1.7.1 The additional items of items available are listed in Appendix 1 to Attachment 6 'Supplier Catalogue'.

1.7.2 These are additional and will be charged with additional service costs where agreed.

1.8 Payment schedule [Not Applicable]

 1.9 Form of invoice *[insert here or as an appendix]*

 1.10 Remedies for delay [Not Applicable]*[insert here or as an appendix]*

 1.11 **Financial limits** [Not Applicable]

 1.12 The limit of liability for tangible, physical property damages shall be £ *[insert figure]* million.

 1.13 The limit of liability in respect of *[insert liability here]* shall be [a sum which is [x%] of the Charges [paid or payable in respect of the 12 month period preceding the date on which the liability arose] / **OR** £*[insert figure here]*]. This limit of liability shall apply for the period from the Commencement Date [until [12] months] after the Acceptance Completion Date.

 1.14 **Insurance**

For the avoidance of doubt, the required minimum levels of insurance set out below, shall not

be interpreted to in any way limit the liability of the Supplier to the Customer – any such limit of liability being only as specified in the Contract.

The Supplier agrees that all insurance proceeds received by the Supplier shall be applied towards satisfaction of its applicable liabilities under this Contract.

Value of Contract	Minimum cover required	Type of liability
[insert here]	\$ 5 million	Property damage
[insert here]	\$ 5 million	Public Liability
[insert here]	£5 million	Employee Liability
[insert here]	\$ 5 million	Professional Indemnity



**[APPENDIX 1
SUPPLIER CATALOGUE] Not Used**

[Add supplier catalogue here if any]



APPENDIX 2 Not Used



ATTACHMENT 7

DESCRIPTION OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS

This Attachment shall be completed by the Customer, who may take account of the view of the Supplier, however the final decision as to the content of this Appendix shall be with the Customer at its absolute discretion.

1. The contact details of the Customer's Data Protection Officer are: *[Insert]*
2. The contact details of the Supplier's Data Protection Officer are: Jill Schrier privacy@optum.com
3. The Supplier shall comply with any further written instructions with respect to processing by the Customer.
4. Any such further instructions shall be incorporated into this Appendix.

Description	Details
Subject matter of the processing	Reporting and image storage system for Cath lab, ECG and Echocardiograms within cardiology diagnostics
Duration of the processing	Upto Expiry Date.
Nature and purposes of the processing	For the purpose of providing support Services. Customer acknowledges and accepts that support Services will be provided from teams based in UK, Ireland and Israel.
Type of Personal Data being Processed	[DN: What types of personal data are involved? Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Type of special category data and/or criminal records data being Processed	[DN: This could include details of: (i) racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation, and/or (ii) personal data relating to criminal convictions and offences.]



<p>Categories of Data Subject</p>	<p>[DN: Whose personal data is being processed? Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</p>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>[DN: Describe how long the data will be retained for and how it be returned or destroyed.]</p>



ATTACHMENT 8

GOVERNANCE BODIES [Not Applicable]



ATTACHMENT 9 [Not Applicable]

EXIT PLAN REQUIREMENTS



ATTACHMENT 10
TEMPLATE SECURITY AND CYBER POLICY

[insert template cyber security policy]



ATTACHMENT 11

TECHNOLOGY AND AI PRINCIPLES

The terms set out in this Attachment 11 are incorporated into the Contract where the Supplier utilises any data-driven health and care technologies (including, without limitation, artificial intelligence (AI) techniques)¹ in the Goods and/or Services provided to a Customer.

1. Where artificial intelligence techniques are deployed in any of the Goods and/or Services supplied (“**AI Solution(s)**”)², the Supplier remains liable for the actions and decisions of the AI Solution.
2. The Supplier shall comply with any and all Law and Guidance applicable to the use of data-driven health and care technology (including, without limitation, artificial intelligence techniques)³ in the performance of the Contract.
3. The Supplier agrees to provide all reasonable support, information and assistance requested by the Customer in order to enable the Customer to verify the Supplier’s compliance with paragraph 2 above.
4. The Supplier agrees to provide all reasonable support, information and assistance requested by the Customer in order to enable the Customer to comply with Law and Guidance applicable to its use of the data-driven health and care technology deployed by the Supplier in connection with the Contract (including, without limitation, any AI Solutions).
5. The Supplier agrees to provide all reasonable support, information and assistance requested by the Customer in order to enable the Customer to carry out an impact assessment in connection with any AI Solution (whether the AI Solution is proposed or implemented).
6. The Supplier agrees to provide all reasonable support, information and assistance requested by the Customer in order to enable the Customer to ‘map out’ the decision process carried out by the AI Solution (whether the AI Solution is proposed or implemented)⁴.
7. It is the Supplier’s responsibility to set out clearly for the Customer all of the data that the AI Solution requires in order to produce the outputs and functions required by the Customer. It is the Customer’s responsibility (subject to the Supplier’s compliance with the previous obligation) ensure that the AI Solution has access to the data required.
8. The Supplier shall ensure that the AI Solution is developed and configured so that it does not discriminate against certain individuals, or lend bias to certain data, in making decisions and/or taking actions.
9. The Supplier shall ensure that there is a way to immediately ‘turn off’ any AI Solution deployed in Goods and/or Services supplied, and to disconnect and separate it from the Customer System. Upon notice by the Customer (and immediately in an emergency, as determined by the Customer) the Supplier shall ‘turn off’ the AI Solution.

¹ See the Department of Health & Social Care’s [“Code of conduct for data-driven health and care technology”](#) (as may be updated or superseded from time to time) for an explanation of what is meant by data-driven health and care technologies and artificial intelligence (as used in a health and care context).

² See footnote 3 below.

³ See the Department of Health & Social Care’s [“Code of conduct for data-driven health and care technology”](#) (as may be updated or superseded from time to time) for an explanation of what is meant by data-driven health and care technologies and artificial intelligence (as used in a health and care context).

⁴ This is intended to allow the Customer to consider what risks may be inherent in the AI Solution and what type of authorisation will be required by the AI Solution in order for it to make the required decisions, and/or to carry out actions, and at what stage.



10. The IPR in any outputs of an AI Solution (Deliverables) shall be allocated as set out in Clause 8.2.10 of the Call-off Terms and Conditions unless specified otherwise in the Order Form (and such alternative allocation of IPR is set out in the Order Form).
11. This Attachment 11 is to be read and construed in conjunction with the other general or specific provisions of the Contract applicable to the use of data-driven health and care technology in the performance of the Contract. This includes (without limitation) any supplemental terms relating to technology and/or AI which are included in the Order Form.
12. The Supplier shall comply with the above obligations at no additional cost to the Customer.



ANNEX 1

CALL OFF TERMS AND CONDITIONS



SYS CON Terms &
Conditions (General

