

SPECIFIC CONDITIONS X3A – HSCN STANDARD OPERATIONAL SERVICES

These Specific Conditions govern the Standard Operational Services that may be provided by the Company under an Order Form in respect of the HSCN Connectivity Services, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the “**Conditions**”), which shall be deemed to be incorporated into this Contract.

The Standard Operational Services set out under the headings “Change Management”, “Service Desk”, “Event Management”, “Incident Management”, “Major Incident Management”, “Problem Management” shall only benefit the Customer if such Services are referred to as being part of this Contract in the Order Form or the applicable Specific Conditions.

1 DEFINITIONS

1.1 Capitalised terms used in these Specific Conditions have the following meanings for the purposes of these Specific Conditions only:

“Change”	means the addition, modification or removal of anything operationally that could have an effect on the Relevant Services;
“Change Management”	means the process for controlling the lifecycle of all Changes, enabling beneficial operational changes to be made with minimum disruption to the Relevant Services;
“Clinical Safety Incident”	means any unintended or unexpected incident which could have, or did, lead to harm for one or more patients receiving healthcare. Where harm is defined as: death, physical injury, psychological trauma and/or damage to the health or wellbeing of a patient.
“Critical Incident”	means a Priority 1 (P1) Incident as determined in accordance with the Priority levels and Priority Level Examples set out in Table 1 and Table 2 in paragraph 5.2.1;
“Emergency Change”	means a Change that should be introduced as soon as reasonably possible, for example to resolve an Incident;
“Event”	means when specific conditions or thresholds are met or a change of state arises that has significance for the management of the Relevant Services or an alert or notification is created by any Supported Equipment or monitoring system or tool (as appropriate) that may cause an interruption to, or a reduction in, the quality of the Relevant Services if specific actions are not undertaken in each case according to the parameters set in the monitoring system;
“Event Management”	means the process for responding to an Event and managing the lifecycle of an Event in accordance with these Specific Conditions and the Company’s standard operational procedures for its Service Desk;
“HSCN”	means the Health and Social Care Network, being the government’s network for health and social care, which helps all organisations involved in health and social care delivery to work together and interoperate;
“HSCN Connectivity Services”	means as defined in Specific Conditions J1A – HSCN Connectivity Services;
“HSCN Framework”	means the agreement between the Company and NHS Digital
“Incident”	means an unplanned interruption to the Relevant Services or a reduction in the quality of the Relevant Services and includes any failure of Supported Equipment that has not yet affected the Relevant Services;
“Incident Management”	means the process for managing the lifecycle of all Incidents in accordance with these Specific Conditions and the Company’s standard operational procedures for its Service Desk;
“Incident Notification”	means any notification of an Incident made by the Customer in accordance with paragraph 4.4.1;
“Incident Response Time”	means as defined in Table 3 (Incident Response Times) in paragraph 5.2.2;
“Major Incident”	means, where the Customer has chosen to take the Major Incident Management Services as stated on the Order Form, any Critical Incident that is expected to result in significant disruption to the Customer’s business or otherwise has a significant impact or urgency for the Customer that demands a response beyond the routine Incident Management process and that the Customer therefore chooses to categorise as a Major Incident;
“Major Incident Management Services”	means the process for managing all Major Incidents in accordance with paragraph 4.5, including the appointment by the Company of a dedicated Incident manager;
“NHS Digital”	is the trading name of the Health and Social Care Information Centre (HSCIC), which was established in April 2013 by the Health and Social Care Act 2012 and is national information and technology partner to the health and care system;
“Normal Change”	means a Change that is not an Emergency Change or a Standard Change;
“Priority Level”	means the priority level allocated to an Incident by the Company, in accordance with paragraph 5.2.1, based on the information provided by the Customer to the Company at the time of the Incident Notification;
“Problem”	means a cause of one or more Incidents that has been identified from an Incident or series of related Incidents or other reactive sources (for example arising out of a root cause analysis following a Critical Incident but not including any proactive measures such as trend reports) and the cause of which is not usually known at the time the Problem is identified;
“Problem Management”	means carrying out further investigation of a Problem and the process for managing the investigation and lifecycle of all Problems in accordance with these Specific Conditions and the Company’s standard operational procedures for its Service Desk;
“Relevant Services”	means as defined in paragraph 4.1;
“Request Fulfilment”	means the process for managing the lifecycle of all Service Requests in accordance with these Specific Conditions and the Company’s standard operational procedures for its Service Desk;
“Service Desk”	means the service desk provided by the Company to act as the single point of contact for the Customer’s Representatives;
“Service Desk Hours”	means 24 hours a day, 7 days a week, 365 days of the year;
“Service Request”	means a formal request from a Customer Representative for a Change and/or something to be provided relating to the Relevant Services;
“Service Request Response Time”	means as provide in accordance with paragraph 5.3;
“Standard Change”	means a Change that is low risk and follows a well-documented procedure or work instruction for both approval (or pre-approval) and implementation;
“Standard Operational Services”	means the Services provided in accordance with these Specific Conditions by the Company to the Customer to support the Relevant Services;
“Support Hours”	means 8am to 6pm on Business Days;
“Technical Diagnosis”	means the act of identifying the cause of an Incident by investigating and analysing its signs and symptoms, resulting in a conclusion of the reason for the Incident and identifying the steps required to restore the Relevant Services or otherwise resolve the Incident.

1.2 All other capitalised terms used in these Specific Conditions that are not defined in paragraph 1.1 have the meanings stated in the Conditions or other applicable Specific Conditions.

2. COMMENCEMENT DATE

2.1 The Commencement Date of the Standard Operational Services is the date specified as such for the Relevant Services.

3. MINIMUM TERM

3.1 The Minimum Term for the Standard Operational Services is the Minimum Term for the Relevant Services.

4. SERVICE DELIVERABLES

4.1 Relevant Services

The Standard Operational Services will be available to the Customer for any HSCN Connectivity Services that include an on-going managed service provision from the Company and that therefore require a formal mechanism for Incident Management, Change Management and other regular communications between the Customer and the Company to the extent that the relevant Specific Conditions for the HSCN Connectivity Services provide for the relevant element of the Standard Operational Services (Change Management, Event Management, Incident Management and/or Problem Management) under these Standard Operational Services (the “**Relevant Services**”).

4.2 Service Desk

4.2.1 The Company will provide a Service Desk to act as the point of contact for handling Service Requests and Incident Notifications in respect of the Relevant Services. The Service Desk will be shared between the Customer and other customers of the Company.

4.2.2 The Service Desk is for use by Customer Representatives only and, unless expressly provided in an Order Form or the applicable Specific Conditions, is not intended to handle calls or other contact from End Users.

4.2.3 The Service Desk will be available:

- (a) during the Service Desk Hours, for logging, recording and managing Service Requests and Incident Notifications in relation to the Relevant Services;
- (b) during the Service Desk Hours, for Diagnosing any Critical Incident (and/or any High Risk Incident that is not limited to being provided during the Support Hours in accordance with Table 3 (Incident Response Times) in paragraph 5.2.1) for any Relevant Service; and
- (c) during the Support Hours, for Diagnosing any Incident other than an Incident to which paragraph 4.2.3(b) above applies for any Relevant Service.

4.2.4 For all Relevant Services, the Company will further provide:

- (a) an authorisation process to validate the identity of the Customer Representative and the rights of each such Customer Representative in relation to Service Requests and Incident Notifications;
- (b) a process for categorising the incoming Service Requests and Incident Notifications as Events, Incidents, Problems, Changes and/or Service Requests; and
- (c) a process for categorising all Incidents with an appropriate Priority Level in accordance with paragraph 5.2.1.

4.3 Event Management

4.3.1 Where monitoring expressly forms part of the Relevant Services as provided for in the relevant Specific Conditions for the Relevant Services, an Event ticket will be created by the Company's monitoring system when specific thresholds or conditions are met for the Relevant Services being monitored. The Event will be allocated a priority according to the agreed parameters set in the monitoring system.

4.3.2 The Company will:

- (a) record, classify, diagnose and/or resolve Events as applicable in order to minimise any risk to the Relevant Services;
- (b) raise an Incident Notification for any service impacting Events and notify the Customer of such Incident promptly, such Incident will be allocated a Priority Level based on the Company's best estimate of the potential impact and urgency at the time of raising the Incident Notification; and
- (c) contribute to the Company's knowledge management system with diagnosis and/or resolution information, known errors, workarounds and technical information as appropriate to support the management of Events, Problems and Incidents for the Customer.

4.4 Incident Management

4.4.1 The Customer may at any time during the Service Desk Hours raise an Incident Notification with the Service Desk either by telephone, email and/or via an internet portal as directed by the Company from time to time. Critical Incidents must always be raised by the Customer with the Company's Service Desk by telephone.

4.4.2 Once the Customer has raised an Incident Notification the Company will:

- (a) create a record of the Incident Notification and provide an Incident Notification reference number to the Customer;
- (b) attempt to diagnose the Incident initially by telephone;
- (c) categorise the Incident in accordance with the priorities in paragraph 5.2.1; and (d) commence the Technical Diagnosis.

4.4.3 In providing Incident Management, the Company will use reasonable endeavours to ensure that normal service operation is restored as quickly as possible and the business impact to the Customer is minimised.

4.4.4 The Company will:

- (a) notify the Customer of the outcome of the Technical Diagnosis as soon as reasonably practicable, including notification of any next steps being undertaken by the Company to seek to resolve the Incident, which may include a recommended Change;
- (b) use all reasonable endeavours to correctly diagnose and take steps to resolve Incidents in accordance with the Priority Level for that Incident, as soon as reasonably practicable in order to minimise impact to the Relevant Services;
- (c) assign technical ownership of the Incident and allocate the necessary resources and skills to work on the Incident;
- (d) work collaboratively with the Customer as required to restore the Relevant Services as soon as reasonably possible;
- (e) endeavour to provide regular updates in relation to Incidents as reasonably agreed with the Customer; and
- (f) use the outcome of any Incident to contribute to the Company's knowledge management system for the Customer with diagnosis and/or resolution information, known errors, workarounds and technical information as appropriate to support the management of Events, Problems and Incidents for the Customer.

4.5 Major Incident Management

4.5.1 A Critical Incident may be upgraded to a Major Incident where it demands a response beyond the routine Incident Management process following discussion and agreement between the Company and the Customer (both acting reasonably).

4.5.2 Major Incident Management includes compliance with all obligations for Incident Management in paragraph 4.4 above.

- 4.5.3 In the event of a Major Incident being declared the Company will:
- (a) assign an Incident manager and ensure he or she is sufficiently empowered to oversee the restoration of the Relevant Services as soon as reasonably practicable;
 - (b) provide Major Incident progress updates at least hourly for the duration of the Major Incident; and
 - (c) provide a Major Incident report within five (5) Business Days of the Major Incident, including a summary of the Incident, the root cause (where established) and any agreed or proposed corrective actions or next steps (whether or not involving a Change or a Variation to this Contract).

4.6 Problem Management

- 4.6.1 Where Problem Management expressly forms part of the Relevant Services as provided for in the relevant Specific Conditions for the Relevant Services, the Company will create and manage a record of any Problems identified and the outcome of any investigations and/or recommendations identified in accordance with paragraph 4.6.2.
- 4.6.2 The Company will use reasonable endeavours to:
- (a) investigate the underlying cause of a Problem;
 - (b) investigate any potential steps that may be taken by either party (whether or not involving a Change or a Variation to this Contract) to either solve or remove the Problem or prevent further Incidents from happening; and/or
 - (c) seek to minimise the impact of future Incidents that cannot be prevented by having effective workarounds detailed and available to both the Customer's and the Company's service teams.

4.7 Request Fulfilment Process

- 4.7.1 The Customer may at any time during the Service Desk Hours raise a Service Request with the Service Desk either by telephone and/or via an internet portal as directed by the Company from time to time. Service Requests are logged and managed by the Company in accordance with the Company's standard processes.
- 4.7.2 The Company will:
- (a) fulfil all Service Requests in accordance with the relevant Specific Conditions; and
 - (b) fulfil all Service Requests in accordance with the Service Request Response Times set out in the relevant Specific Conditions if any, otherwise in accordance with paragraph 5.3; and
 - (c) work collaboratively with the Customer as required to ensure timely fulfilment of Service Requests.

4.8 Change Management

- 4.8.1 The Company will provide an appropriate governance structure for planning, executing and closing Changes that are required to be made to any live and supported Customer environments, systems or applications. Changes are classified as either a Standard Change, a Normal Change or an Emergency Change (each as provided in accordance with paragraphs 4.8.3 to 4.8.5).

- 4.8.2 On the Customer's reasonable request, the Company will provide an audit trail of all Changes to the Relevant Services made by the Company in order to determine the Change made and the authorisation to make the Change.

4.8.3 Standard Change

- (a) For the management of Standard Changes, the Company will:
 - (i) work collaboratively with the Customer as required to ensure timely but safe execution of Standard Changes;
 - (ii) execute all Standard Changes in a controlled manner in line with any applicable Customer policies and procedures, provided that such policies and procedures have been provided to the Company in writing prior to date on which this Contract has been entered into and approved by the Company; and
 - (iii) review any incomplete or failed Standard Changes and provide relevant information and corrective actions.
- (b) Standard Changes are, unless otherwise agreed, pre-approved by the Customer and do not require separate formal approval on a case by case basis.

4.8.4 Normal Change

For the management of Normal Changes, the Company will:

- (a) adhere to the obligations for Standard Changes set out in paragraph 4.8.3(a) in respect of any Normal Changes;
- (b) provide preliminary advice to the Customer regarding the likely risk and impact of the Normal Change to the Relevant Services;
- (c) produce a change plan for the Normal Change, detailing:
 - (i) the proposed steps for the Change;
 - (ii) the risks associated with the Change;
 - (iii) the roll back plan; and
 - (iv) proposed scheduling for the Change;
- (d) seek formal written approval for the Normal Change from the Customer and agree scheduling for the Normal Change with the Customer prior to executing the Normal Change; and
- (e) provide at least ten (10) Business Days' written notice, via email, of the scheduled implementation of any Change to the Customer.

4.8.5 Emergency Change

- (a) Where the Customer agrees that the Change is an Emergency Change, but where such Change would otherwise be a Normal Change, the Company may proceed with the Emergency Change on verbal approval only from the Customer and will follow with the written documentation for the Change as soon as reasonably practicable following the Change.
- (b) For the management of Emergency Changes, the Company will:
 - (i) work collaboratively with the Customer as required to ensure timely execution of the Change;
 - (ii) seek verbal approval for the Emergency Change (which may be outside of any agreed change approval process for Normal Changes) from the Customer and agree scheduling for the Emergency Change with the Customer; and
 - (iii) review incomplete and failed Emergency Changes and provide relevant information and corrective actions.
- (c) The Company will not be responsible for any delay in implementing an Emergency Change upon which the resolution of an Incident may be dependent, where the Customer does not provide verbal consent to proceed with such Emergency Change.

4.9 Clinical Safety Incidents

The Customer shall notify the Company if at any time an Incident is the cause of or a contributing factor to a Clinical Safety Incident. The Customer must provide a full and clear description to the Company of how the Incident has caused or is contributing to the Clinical Safety Incident so that the Company may in turn notify NHS Digital of the situation under the HSCN Framework. This notification may be made at any point during the lifecycle of a live Incident but must be made by telephone. Following notification the Company may request that the notification and relevant details are also provided in writing by email. Where a notification has been made by the Customer under this paragraph 4.9, the Company will not without undue delay notify with NHS Digital that the Incident is the cause of or contributing to a Clinical Safety Incident.

4.10 **Complaints**

Where the Customer has verbally or via written communication expressed a desire to formally complain, the Company will liaise with the Customer in order to agree a plan for addressing the complaint and shall use reasonable endeavours to manage the same through to closure in accordance with Table 5 (Complaints Response Times) in paragraph 5.4.

5 SERVICE LEVELS5.1 **General**

5.1.1 Subject to paragraph 5.1.2, the Company will provide the Standard Operational Services in accordance with the Service Levels set out in this paragraph 5.

5.1.2 The Company will provide the Standard Operational Services in accordance with any Service Levels identified in the Order Form or the relevant Specific Conditions for the Relevant Services.

5.2 **Incidents**

5.2.1 The Company will categorise and log Incidents through the Service Desk using the following Incident Priority Levels as set out in Table 1 and as more particularly described in Table 2.

Table 1: Priority Level Overview

Impact \ Urgency	1 – Organisation Wide	2 – Multiple Business Functions or Single Customer Premises	3 – Single Business Function	4 – Individual User
1 – Total Loss of Service	P1	P1	P2	P3
2 – Degraded Service	P1	P2	P3	P3
3 – Threat to Services	P2	P3	P3	P4
4 – Non-urgent	P3	P3	P4	P4

Table 2: Priority Level Examples

Priority		Examples
P1	Critical Incident	Loss of interconnect between the Company and the internet that results in a loss of connectivity for one or more HSCN Consumers Loss of interconnect between the Company and a Peering Exchange Network Provider that results in a loss of connectivity for one or more HSCN Consumers Any HSCN Consumer service that is isolated from the Company's network Any network security incident as defined by CAS (T) or within the Company's service boundary
P2	High Risk Incident	Loss of all resilience for the HSCN Consumer Loss of all resilience between the Company and the Internet Loss of all resilience between the Company and the Peering Exchange Network Provider Network performance degradation impacting all available connections to multiple HSCN Consumers Prevents a significant number of end users from working and where no workaround exists; Has a critical impact on the ability of the HSCN Consumer to carry out its statutory obligations; Causes major financial loss to the HSCN Consumer;
P3	Medium Risk Incident	A total loss of production service affecting one user; or A non-production service is degraded; or Loss of resiliency for a non-production service; or A feature or functionality of a production service is not working as desired.
P4	Minor Incident	A feature or functionality of a non-production service is not working as desired

5.2.2 The Company will respond to an Incident Notification in accordance with paragraph 4.4.2 within the agreed Incident Response Times below, depending on the Priority Level for the Incident, unless otherwise set out in the Order Form or otherwise provided for in any Specific Conditions.

Table 3: Incident Response Times

Priority		Incident Response Time
P1	Critical Incident	60 minutes
P2	High Risk Incident	4 hours
P3	Medium Risk Incident	8 Support Hours
P4	Minor Incident	3 Business Days

5.3 Service Requests

5.3.1 The Company will categorise all Service Requests received via the Service Desk based on the relevant information provided by the Customer at the time of raising the Service Request, as follows:

- (a) **Urgent** means any Service Requests assessed as urgent by the Company (acting reasonably) based on the relevant information provided by the Customer when raising the Service Request (due to issues notified by the Customer including but not limited to possible regulatory obligations to respond to or risk to service or reputation); and
- (b) **Standard** means any Service Request that is not Urgent.

5.3.2 Within the Service Request Response Times below, unless otherwise set out in the Order Form or otherwise provided for in any Specific Conditions, the Company will pick up a Service Request, open a ticket for the Service Request and begin working on the Service Request.

Table 4: Service Request Response Times

Service Request Categorisation	Service Request Response Time
Urgent	1 Business Day
Standard	2 Business Days

5.4 Complaints

5.4.1 The Company will use all reasonable endeavours to respond to complaints and provide a plan to address the complaint in accordance with the following measures set out in Table 5 below.

Table 5: Target Complaint Response Times

Performance Measure	Description	Coverage Hours
Response to complaints received by the Company	Acknowledgement within 24hrs to the Customer that the complaint has been received	Business Hours
Plan to address complaint	Contact initiated by the Company within 10 Business Days to identify the plan to progress satisfaction	Business Hours