

Customer Needs

RM3825 Health and Social Care Network (HSCN)
Access Services



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Welcome

1. We invite you to join a Dynamic Purchasing System (DPS) for Health and Social Care Network (HSCN) Access Services.
2. A **DPS** is similar to an electronic framework agreement, with two exceptions; new suppliers can join at any time and it is to be run as a completely electronic process.

This document

3. This **Customer Needs** document is part two of our participation bid pack which comes in three parts:
 - I. **DPS Needs** – information you need to know about the DPS and how to request to participate.
 - II. **Customer Needs** (this document) – information you need to know about what the customer needs.
 - III. **The Terms & Conditions (Ts&Cs)** – DPS Agreement, Order Form and Call Off Terms– You will need to agree to sign up to these Ts&Cs which are non-negotiable.

Make sure you read all the guidance, information and instructions that we provide – they are there to help you to complete your request to participate.

What 'we' and 'you' means

4. When we use “CCS”, “we”, “us”, “Authority” or “our” we mean Crown Commercial Service; when we use “you” or “your” we mean your organisation, or the organisation you represent, in this competition.

We are the central purchasing body that procures common goods and services for customers including central government departments and the wider public sector.

The Public Contracts Regulations 2015 (PCR) regulate how we procure. This means that we and you have to follow processes that are fair, transparent and equitable for all bidders.

Introduction

Customer needs statement

5. Crown Commercial Service is seeking to establish a Dynamic Purchasing System, for use by organisations who have a need for HSCN Compliant network connectivity to the new Health and Social Care Network.

The current situation

6. The Department of Health's network for the NHS called N3 (New National Network) expired on 31 March 2017. The replacement network is called the Health and Social Care Network.
4. For a fixed amount of time, NHS Digital has put in place an HSCN Transition Network which retains elements of the legacy N3 infrastructure and provides service continuity for existing customers. However, organisations and services connected to this need to migrate to new HSCN connectivity as soon as possible.
5. Customers who are new to the provision of health and social care services will also need to obtain HSCN Connectivity Services.
7. Working in partnership with NHS Digital, CCS is establishing this DPS (reference number RM3825) to allow organisations and services who:
 - a) currently connect to the HSCN Transition Network (previously N3) and need to migrate; or
 - b) are new to the provision of health and social care services,
 to procure HSCN Connectivity Services as soon as possible.

The Health and Social Care Network

8. The information we have provided below may be updated at any time. You should review the HSCN website (<https://digital.nhs.uk/health-social-care-network>) regularly to ensure you are aware of any changes.

What is the HSCN?

9. The HSCN is a new data network for health and care organisations which replaced the N3. It provides the underlying network arrangements to help integrate and transform health and social care services by enabling them to access and share information more reliably, flexibly and efficiently.

Who can provide HSCN Connectivity Services?

10. To provide HSCN Connectivity Services, you must adhere to an agreed set of HSCN standards which can be accessed in the following link:
<https://digital.nhs.uk/health-social-care-network/suppliers#connectivity>
 suppliers. The HSCN standards have been designed to enable small, medium and large network suppliers to achieve HSCN Compliance and sell Connectivity Services to the health and care sector. Suppliers with regional rather than national coverage will be able to take part and compete alongside larger suppliers.
11. HSCN Connectivity Services can be offered by multiple suppliers in competition with one another. This means health and social care organisations are able to

replace existing Connectivity Services with HSCN services bought from a choice of suppliers within a competitive marketplace.

12. If you choose to use a Material Sub-Contractor(s) to provide HSCN Connectivity Services both you and your Material Sub-Contractor(s) must achieve HSCN Compliance and operate in accordance with the standards, guidance and policies relating to HSCN.

What is HSCN Compliance?

13. The HSCN Compliance model ([https://digital.nhs.uk/health-social-care-network/suppliers#compliance status](https://digital.nhs.uk/health-social-care-network/suppliers#compliance-status)) is made up of three stages:

Stage 1 (pre-market): obligations which must be met before the supplier can market/sell HSCN-badged services.

Stage 2 (pre-live): obligations which must be met, and core infrastructure that must be connected to, before a supplier can begin to provide services to customers.

Stage 3 (post-live): obligations which can only be proven by supplier performance once the supplier is delivering HSCN Connectivity Services.

14. When applying to join the DPS you must have achieved, as a minimum, HSCN Stage 1 Compliance; and, once accepted to the DPS, to submit a valid bid for evaluation during a Call for Competition under the DPS you must have achieved HSCN Stage 2 Compliance.

How do you apply to become an HSCN connectivity supplier?

15. If you are interested in becoming an HSCN connectivity supplier you will need to read the HSCN Compliance Document Set, and complete the application form available at: <https://digital.nhs.uk/health-social-care-network/suppliers>.

If you would like to discuss becoming a HSCN supplier then please contact enquiries@nhsdigital.nhs.uk FAO Supplier Compliance Team.

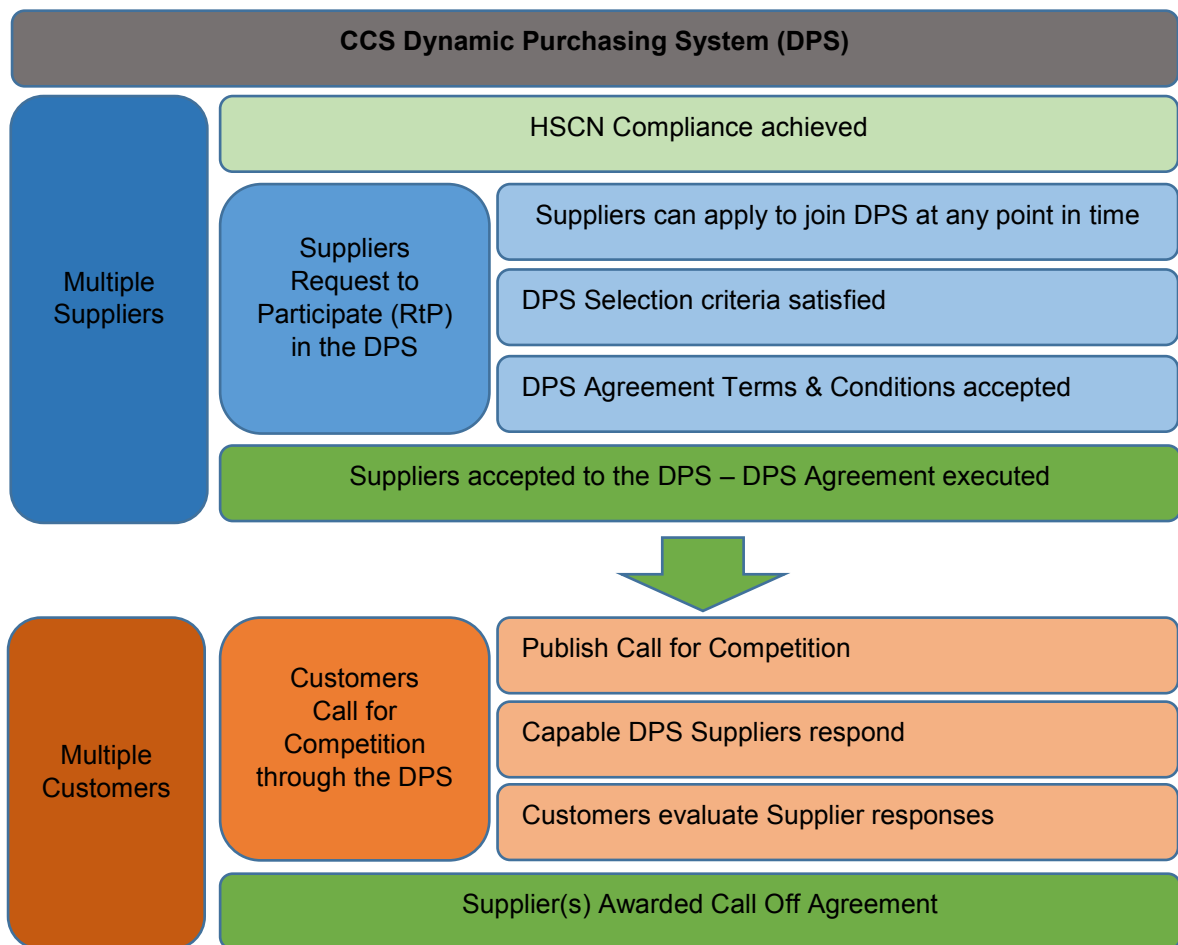
Where to find more information about the HSCN?

16. Further information about the HSCN can be found here: <https://digital.nhs.uk/health-social-care-network>.

The Dynamic Purchasing System

What is a DPS?

17. A DPS is a public sector sourcing tool for common services and goods (covered under regulation 34 of the Public Contract Regulations which can be found at: <http://www.legislation.gov.uk/ukxi/2015/102/contents/made>. It is similar to an electronic framework agreement, in some ways, but where new suppliers can apply to join at any time. The process to join the DPS (shown below) is described in the DPS Needs document which you can find in the bid pack



What is the DPS Agreement?

18. The DPS Agreement sets out terms and conditions for suppliers satisfying the selection criteria and therefore accepted onto the DPS Agreement and for customers when awarding Call Off Agreements throughout the entire duration of the DPS Agreement. There may be multiple Call Off Agreements under one DPS Agreement.
19. Schedule 3 (Template Order Form and Template Call of Terms) of the DPS Agreement sets out the general terms and conditions and the order form for the call for competition procedure. You can see the documents as part of the bid pack.

Who manages the DPS Agreement?

20. This DPS Agreement will be managed by you and CCS and the Call Off Agreement(s) associated with the DPS will be managed by you and the customer(s).

How long will the DPS be available?

21. The duration of this DPS is formed of the Initial DPS Period of thirty (30) months and may be extended where each extension period may be up to a maximum of twenty-four (24) months and the maximum duration of this DPS will not exceed seventy-eight (78) months.
22. We will not terminate the DPS within the initial first three months after the DPS opens to customers. If at any time after three months we decide to terminate the DPS then we will give you, the Supplier, at least three months written notice.
23. If we decide to extend this DPS then each extension period may be for a period of up to twenty four months in total from the expiry of the initial duration period of thirty months. We may extend the DPS more than once and for each extension we will give you no less than three months written notice.

The Opportunity

What is the estimated value of this DPS?

24. The estimated value over the maximum duration of the DPS is £500 million. This will comprise of multiple Call Off Agreements between multiple Contracting Bodies and Suppliers, however there is no guarantee of work or spend under this DPS agreement.

Who are the Contracting Bodies (Customers, HSCN Consumers)?

25. This DPS will be available to all public sector bodies, charitable and other third sector organisations and some non-public sector organisations engaged in the provision of health and social care related services (HSCN Consumers). The OJEU Contract Notice describes eligible Contracting Bodies in further detail.
26. HSCN Consumers fall broadly into three categories:
 - NHS organisations (note these are organisations that deliver care in England only);
 - Non-NHS health and social care organisations; and
 - Third party support organisations.
27. The scope of HSCN currently excludes providing network connectivity to Scotland, Northern Ireland, Wales and the Isle of Man.
28. The Contracting Bodies will be responsible for paying for and managing the contract that connects them to HSCN.

The Specification

Our priorities

29. This DPS is for the provision of Services and associated services from HSCN Compliant suppliers, which are comprised of the Core Component and any Supplementary Component(s).

Scope

30. The scope of services that you shall make available to all Contracting Bodies under this DPS Agreement is shown in Part A of Schedule 2 (Services and Key Performance Indicators) of the DPS Agreement, you can see the full DPS Agreement in the bid pack.

Mandatory service requirements

31. Under this DPS all Contracting Bodies requirements must include the Core Component (as defined in Part A of Schedule 2 of the DPS Agreement) of HSCN Connectivity Services as defined in the HSCN Obligations Framework which can be found in the HSCN Compliance Document Set here: <https://digital.nhs.uk/health-social-care-network/Suppliers>.
32. The HSCN Connectivity Services may be managed and/or unmanaged and may have variables and options around its provision including, but not limited to: individual or multiple data connectivity circuits; individual or multiple data connectivity technologies, terrestrial, wireless and satellite solutions; blended (bonded/aggregated) bandwidth; flexible bandwidth; burstable bandwidth; resiliency level (including Non-Resilient ; Resilient ; Resilient - Diverse ; and Resilient - Fully Diverse); and / or multi-tenancy sites (including dynamic bandwidth allocation).

Supplementary service requirements

33. Contracting Bodies may or may not include within their requirements Supplementary Components. These are a customer's optional ancillary requirements that enhance or otherwise supplement the Core Component and will be set out by the customer in their statement of requirements.
34. The Supplementary Component(s) may include: cloud service access services; related consultancy services; Internet Service Provider (ISP) and Internet services, including but not limited to in-bound internet services and out-bound internet services; Contracting Body-defined VRFs; support for classes and/or qualities of service - Contracting Body-defined QoS; network related security and access control solutions; PSN Services; and/or services that facilitate voice solutions to operate across HSCN, Including but not limited to support for Session Initiation Protocol (SIP) trunking.

- 35. You may only offer supplementary components to Contracting Bodies who are procuring, or who have procured, the Core Component of HSCN Connectivity Services under this DPS Agreement.
- 36. The provision of any supplementary services must comply with the scope and terms of the DPS Agreement, you can see the full DPS Agreement in the bid pack.

Support services

- 37. Supplementary service requirements may include the supply, installation, (including any building or civil engineering works), testing, management, help desk services, customer service portals, maintenance, technical architecture, system design, project management and related professional services associated with the provision of the Services.

Implementation, migration and transition

- 38. Contracting Bodies will require Implementation Plans for their services, you can find more information in Schedule 4 (Implementation Plan, Customer Responsibilities and Testing) of the DPS Call Off Terms which you can see in the bid pack.
- 39. Supplementary service requirements may also include migration and transition support and other related services to enable the successful implementation and performance of solutions provided under this DPS.

Testing

- 40. Contracting Bodies will require testing, you can find more information in Schedule 4 (Implementation Plan, Customer Responsibilities and Testing) of the DPS Call Off Terms which you can see in the bid pack.

Public Services Network (PSN) services

- 41. Where there is a requirement for the provision of PSN Services, you and the Contracting Body must comply with the current PSN compliance and approval processes. Further information on PSN Services can be found in the following link: <https://www.gov.uk/government/groups/public-services-network>.

The Department for Digital, Culture, Media & Sport (DCMS) Local Full Fibre Networks Programme

- 42. Contracting Bodies may require to procure services funded in whole or in part by the DCMS Local Full Fibre Networks Programme.

Security

- 43. You are expected to achieve and maintain appropriate security accreditation of the services as will be required by CCS, the HSCN Obligations Framework and

Contracting Bodies. You should consider the Security Standards information within the HSCN Obligations Framework and within the DPS Call-Off Schedule 7 (Security).

Call for Competition under the DPS

Call for Competition

44. Where a Contracting Body decides to source its services requirement through this DPS then it will award its Call Off Agreement in accordance with the procedure in the DPS Agreement Schedule 4 (Call for Competition Procedure); DPS Agreement Schedule 5 (Award Criteria); the requirements of the Regulations; and, any guidance issued or updated by the UK Government from time to time in relation to the Regulations. You can see Schedules 4 and 5 in the full DPS Agreement in the bid pack.
45. A Contracting Body will award its Call Off Agreement on the basis of the most economically advantageous tender.
46. A Contracting Body may use some or all of the award criteria set out in the DPS Schedule 5 (Award Criteria). This may include criteria in relation to the delivery of the requirement, under the Risk and Risk Management award criteria (as set out in DPS Agreement Schedule 5), in relation to your proposals to mitigate the financial risks associated with the delivery of services.
47. Contracting Bodies may choose to procure HSCN services under this DPS via self-serve procurements or aggregated procurements:

Self-serve procurements. Organisations will be able to design and manage the procurement of HSCN Compliant network services themselves, supported by a set of specific guidance documents. This can be done in collaboration with the organisations they interact with most frequently in order to deliver health and social care services or as an individual organisation.

Aggregated procurements. To support timely migration to HSCN connectivity a series of centrally managed procurements for aggregated demand. CCS and the HSCN Authority will manage this process on behalf of organisations, especially those who currently connect to the HSCN Transition Network. Aggregated procurements will be delivered at a regional level to encourage delivery of integrated services.

48. Contracting Bodies will publish their Call for Competition by electronic means. This may be through the CCS eSourcing suite or various other sourcing portals as chosen by the Contracting Body. You will be required to register on the CCS eSourcing Suite and may also need to register on various other sourcing

portals in order to participate and submit a bid in response to a Call for Competition under this DPS.

How long can a Call Off Agreement be?

49. The maximum length of a Call Off Agreement (Call Off Contract Period) is sixty (60) Months and is formed of the Call Off Contract Initial Period and the Call Off Extension Period.

1) Call Off Contract Initial Period. This is the period stated on the Order Form from and including the Call Off Commencement Date and can be for a maximum length of sixty (60) Months.

2) Call Off Extension Period. Where the Call Off Contract Initial Period is less than sixty (60) Months a customer may elect to extend. The Call Off Extension Period cannot be more than twenty-four (24) months and must not take the Call Off Contract Period beyond sixty (60) Months in total.

Further information is available in the DPS Call Off Terms which you can see in the bid pack.

50. The duration of the Call Off Agreement may exceed the duration of the DPS Agreement. The DPS Agreement may be terminated at any point in time and such termination shall not affect the validity of the Call Off Contract.
51. Where the DPS is terminated, a customer may choose to terminate the Call Off.

Responding to a Call for Competition

52. For you to submit a valid bid for evaluation in response to a Call for Competition for HSCN Connectivity Services your organisation must have successfully achieved HSCN Stage 2 Compliance. Further information may be found here: <https://digital.nhs.uk/health-social-care-network/suppliers>.

Defined Terms

53. You can see the definitions of the defined terms within this document in the DPS Agreement Terms, Schedule 1 (Definitions) and the DPS Call Off Terms, Schedule 1 (Definitions), both documents can be seen in the bid pack; and in the HSCN Compliance Document Set at: <https://www.digital.nhs.uk/health-social-care-network/connectivity-Suppliers>.