

OFFICIAL - COMMERCIAL

**SCHEDULE 18**

**INFORMATION TECHNOLOGY SERVICES**

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#### **PART A Authority IT Services**

##### **Authority and Supplier Responsibilities**

1. Subject to Paragraphs 2 and 3 of this Schedule 18, the Authority shall ensure that the Authority IT Services will be made available for use by the Supplier (as an "Authority User", as defined in the ASIS Services Agreement) from the Operational Service Commencement Date throughout the Term in accordance with the service description set out in Annex 3 to this Schedule. This service description may be updated by the Authority from time to time.
2. The Parties shall meet to agree a set of operational working procedures to enable the Supplier to use the Authority IT Services on a day to day basis.
3. The Authority or an Authority Sub-Contractor shall not be liable for the delivery of the Authority IT Services where the Supplier has failed to comply with Paragraphs 4 to 10 of this Schedule 18 and/or an Authority Sub-Contractor is unable to deliver the Authority IT Services because of a default by the Supplier under the terms of this Agreement.
4. The Supplier shall be responsible for:
  - 4.1. the provision of local printers to be attached to individual devices (rather than network connected printers);
  - 4.2. the creation, maintenance and alteration of the business rules and medical phrases held by the Authority IT Services;
  - 4.3. the ongoing provision of access to and maintenance of business process guidance material in relation to the Authority IT Services; and
  - 4.4. the provision of mobile telephony.
5. The Supplier's remedies for the Authority's breach of this Schedule shall be limited to such remedies as are available for Authority Cause pursuant to Clause 31 (Authority Cause).
6. The Authority shall only host an email domain for the Supplier and auto-forward emails for Supplier Personnel where the Supplier:
  - 6.1. notifies the Authority of all relevant domain details at least 35 days before the Operational Services Commencement Date; and
  - 6.2. notifies the Authority of the identity of one or more Supplier Personnel who will perform testing of the new email domain at least 35 days before the Operational Services Commencement Date; and

- 6.3. tests the new email domain within the week preceding the Operational Services Commencement Date using the Supplier Personnel.
7. The Authority shall only provide the Supplier with the capability to access the Supplier System from desktop devices provided by the Authority where the Supplier:
  - 7.1. provides the Authority with URLs for the Supplier System at least 15 Working Days before the Operational Services Commencement Date;
  - 7.2. sets up test accounts on the Supplier System and provides the Authority with relevant details of those test accounts in order to allow testing.
8. The Authority shall provide the Supplier with all existing relevant guidance and training material which relates to the Services where the Supplier provides a shipping address and reasonably required format at least 12 Working Days before the Operational Services Commencement Date.
9. The Supplier shall:
  - 9.1 provide the Authority (and/or Authority Sub-Contractor) with access to Supplier Personnel as such access is reasonably requested by the Authority in order for the Authority to implement and deliver the Authority IT Services. Where:
    - 9.1.1 such access is reasonably requested by the Authority, and out of hours support would be required from the Supplier Personnel, the Parties shall agree in advance and in writing (whether in accordance with the Change Control Procedure or the agreed correspondence process), any additional overtime cost (for Supplier Personnel) as may be required (including any associated travel and subsistence costs) in order for the Supplier to provide such support;
    - 9.1.2 the Supplier, acting reasonably, determines that the Authority's request is unreasonable in the circumstances taking into consideration, the impact to the operational delivery of the Services arising from (i) the request from the Authority, (ii) the scope and/or scale of the request, (iii) the availability of Supplier Personnel, then:

- (a) the Supplier shall notify the Authority of its determination as soon as reasonably practicable and (unless otherwise agreed between the Parties) no later than 5 Working Days of receiving the request. If the Supplier, acting reasonably, determines that 5 Working Days is not sufficient time in which to impact the request the Supplier will, within 5 Working Days of receiving such request, agree with the Authority an alternative timeline for responding to the request); and
- (b) the Supplier shall provide to the Authority such evidence as the Authority may reasonably require to demonstrate to the Authority's reasonable satisfaction the Supplier's determination.

If all or part of the request is deemed unreasonable for the purposes of this Schedule 18, the Parties will then work together to agree to what extent access to the Supplier Personnel may be reasonable and/or possible under this Schedule 18 and how to progress the requirement. For the avoidance of doubt and without limitation, the Parties may agree to change the request in terms of the timescales associated with the request or the level of Supplier Personnel required and/or agree that a portion of the request can be treated as reasonable for the purposes of this Schedule 18 and the balance of the request can be dealt with by another mechanism, such as the ACIM Mechanism;

- 9.2. provide such documentation, data and/or other information that the Authority (and/or Authority Sub-Contractor) reasonably requests as being necessary for the Authority to implement and deliver the Authority IT Services;
- 9.3. provide such access and use of the Supplier's Premises and facilities (including relevant IT systems) as is reasonably required for the Authority and/or an Authority Sub-Contractor to implement and deliver the Authority IT Services;
- 9.4. comply with a project plan to be agreed between the Parties, such agreement not to be unreasonably withheld or delayed, in relation to completing the Windows 2003 server upgrade project within two years of the Operational Services Commencement Date.
- 9.5. during the Microsoft XP to Win7 migration and where reasonably required by the Authority in the event of any other Upgrade, deliver all laptops to, and collect all laptops from, the following central locations:

Site	Building Name
Birmingham	Five Ways House
Bootle	St. Martins House
Bristol	Government Buildings
Cardiff	Government Buildings
Croydon	Stephenson House
Edinburgh	Silvan House
Glasgow	Corunna House
Leeds	Government Buildings
Manchester	Albert Bridge House
Newcastle	Arden House
Nottingham	Summit House
Wembley	Cannon Building

- 9.6. where, for incident resolution, the Authority (or an Authority Sub-Contractor) is providing repaired or replacement assets, provide a named contact to be available from 08:00 and 18:00 to receive those assets.
- 9.7. provide electrical facilities to the Authority's (or an Authority Sub-Contractor) network equipment on Supplier Premises where such equipment is located and ensure such Supplier Premises have the required environmental conditions for such equipment;
- 9.8. obtain appropriate permissions and advise the Authority of prevailing Health and Safety regime and guidelines where the Authority (or an Authority Sub-Contractor) needs to perform cabling, re-cabling or making good at the Supplier's Premises in order to provide the Authority IT Services; and
- 9.9. notify the Authority as soon as practicable where the Authority fails to deliver a service that meets the service description in Annex 3.
- 9.10. ensure that any assets provided to it by the Authority (or an Authority Sub-Contractor) are kept securely and the Supplier shall be liable to the Authority for the replacement of such asset where such asset is not kept securely.

10. The Authority IT Services support the following activities:
- 10.2. Referrals (inc supplementary advice, rework etc)
  - 10.3. Software to support assessments
  - 10.4. Administration and Management Services
  - 10.5. Notifications
  - 10.6. Claimant Expenses Payment
  - 10.7. Claimant Relationship Management
  - 10.8. Appointment Booking Management
  - 10.9. Workflow Management
  - 10.10. Complaints Management
  - 10.11. Medical Skills Management
  - 10.12. Management Information
11. The Authority IT Services described in Annex 5 (Applications) to this Schedule support the Assessments listed in Annex 6 (Supported Assessments) to this Schedule.

#### **Authority IT Services Change**

12. Where the Supplier wishes to give a new user access to, to amend existing users access rights, or to remove user access to the Authority IT Services (a “User Access Change”) or make changes to the applications set out in Annex 5 to this Schedule (Applications), the Supplier shall fully complete the form provided for that purpose by the Authority (or Authority Sub-Contractor) and shall submit the completed form to the contact point nominated by the Authority and the Parties agree that the Change Control Procedure shall only apply if the Authority notifies the Supplier that a Change Request is required on receiving the completed form.
13. Where requested by the Authority, the Supplier shall produce and deliver Test Reports to demonstrate to the Authority that the amended Authority IT Services and its documentation meet and comply with the Application Requirements and the design Deliverables, and meet the exit criteria for that test phase.

#### **PART B Supplier IT Services**

14. Where the Supplier provides IT (“Supplier IT Services”) in addition to the Authority IT Services in accordance with Schedule 2.1 (Service Requirements), Schedule 2.4 (Security), Schedule 4.1 (Supplier Solution) and Schedule 5 (Software), Part B of this Schedule and such other requirements as are agreed between the Parties using the Change Control Process shall apply to such provision. The Authority will review these deliverables to confirm that they are of suitable standard (and if they are not, the Authority shall notify the Supplier accordingly and the Supplier shall take appropriate corrective action as

agreed). Prior to any go live of such Supplier IT Services appropriate readiness criteria shall be agreed between the Parties.

14.2. Conduct Feasibility Assessment

14.2.1. Where the Authority makes a Change Request in respect of the Supplier IT Services, the Supplier shall provide a Feasibility Assessment by the date specified in the agreed request. Unless otherwise specified by the Authority, the Supplier shall provide in each Feasibility Assessment:

14.2.1.1. The impact of the change on the existing Services (Authority and/or Supplier);

14.2.1.2. The solution that the Supplier would recommend for achieving the Change Request, and any options for delivery (with an assessment explaining why the recommended option is preferred);

14.2.1.3. The estimate of the costs and benefits of any option shall be set out in the form of a business case for agreement by the Authority before any expenditure is incurred;

14.2.1.4. The plan for delivering the change (and for any options).

14.3. Requirements Analysis, Validation and Technical Options

14.3.1. The Supplier shall produce and deliver to the Authority an Application Requirements Analysis Report in respect of the Application Requirements provided by the Authority, including but not limited to an assessment of the technical viability of the Application Requirements, an analysis of any omissions and/or proposed changes or additions to the documented Application Requirements and acceptance criteria, and notification of any of the Application Requirements which, if fulfilled, would or would be likely to have an adverse impact on the live environment and/or the business processes of the Authority. The Supplier shall deliver the Application Requirements Analysis Report by the Milestone Date set out in an implementation plan to be agreed between the Parties.

14.4. Design Changes

14.4.1. The Supplier shall produce and deliver to the Authority the amended and any additional design Deliverables which meet and comply with the Application Requirements and the Standards (except to the extent that an exemption is agreed in writing by the Authority) by the agreed Milestone Date.

- 14.4.2. Where the Authority requests, the Supplier shall meet with the Authority or shall respond to written queries in order to demonstrate how the design Deliverables meet the Application Requirements and the Standards.
  - 14.4.3. Where the amended or additional design Deliverables relate to an interface between the Supplier IT Services and any Authority System, the Supplier shall make available to the Authority or the Authority's sub-contractors responsible for the Authority System such design Deliverables as are, in the reasonable opinion of the Authority, required for the Authority or the Authority's sub-contractors to continue to provide that Authority System.
  - 14.4.4. The Supplier shall ensure that all design Deliverables are done to a standard that would enable a third party with suitable IT skills to create or modify the Supplier IT Service.
  - 14.4.5. The Supplier shall document in its project test strategy how a proposed change to the Supplier IT System will be tested, the environments that will be used for testing and the entry and exit criteria for each test phase. Such project test strategy will cover each phase of testing defined in the Test Strategy (unless the Authority agrees in writing with a recommendation that a particular phase is not required given the scale or nature of the change, and the entry and exit criteria for each phase shall be suitable to achieve the purpose of that phase as defined in the Enterprise Test Strategy. The Supplier shall seek input from and take account in the project test strategy of how the Authority intends to run any test phases for which it is responsible.
  - 14.4.6. The Supplier will provide an initial draft of the test strategy for review by the Authority, and an amended draft taking account of any comments made in this review by the agreed Milestone Date set.
- 14.5. Develop and Test Changes
- 14.5.1. The Supplier shall create, modify or enhance the Supplier IT Service and its associated documentation such that the Supplier IT Services meet the additional Application Requirements and is in accordance with the amended or additional design Deliverables by the agreed Milestone Date.
  - 14.5.2. The Supplier shall perform testing in accordance with Annex 1, and manage defects and other issues arising during testing in accordance with the Test Strategy.



- 14.5.3. The Supplier shall develop and demonstrate to the Authority test components (including, but not limited to, test modules, test plans, test documents, test scripts and test data) to support effective testing of the amended Supplier IT Service, and ensure, insofar as practicable, these products automate and optimise the performance of testing.
  - 14.5.4. The Supplier shall produce and deliver Test Reports to demonstrate to the Authority that the amended Supplier IT Service and its associated code and documentation meet and comply with the Application Requirements and the design Deliverables, and meet the exit criteria for that test phase.
  - 14.5.5. The amended Supplier IT Service delivered pursuant to paragraph 13.4.1 above shall meet the quality and acceptance criteria as agreed with the Authority and the exit criteria for each test phase set out in the project test strategy and in each test phase plan.
  - 14.5.6. Where the amended Supplier IT Services interface with any other Authority IT, the Supplier shall take account of that other Authority IT and shall ensure that the amended Supplier IT Services shall be capable of integration with that other Authority IT.
  - 14.5.7. The Supplier shall ensure that security accreditation is maintained for the Supplier IT Services.
15. As a minimum the Supplier shall comply with the following provisions when developing, implementing and delivering any Supplier IT Services:
- 15.2. the Supplier shall comply with the standards set out in Annex 2 of this Schedule 18 and all references to “Standards” in this Agreement shall be read as including those additional standards;
  - 15.3. the Supplier shall ensure that Schedule 5 (Software) is updated and delivered to the Authority on or before the implementation of the change to refer to all relevant Software;
  - 15.4. The Supplier shall provide an updated BCDR Plan on or before the implementation of the change for Approval in accordance Schedule 8.6 (Business Continuity and Disaster Recovery Plan).
16. The Testing of all Deliverables in respect of the Supplier IT Services shall be performed in accordance with Annex 1 of this Schedule 18.

17. The Supplier must provide the Authority with monthly reports on those aspects of performance identified in Annex 4 of this Schedule 18 for all Supplier IT Services.
18. From the Effective Date, the Supplier will contribute time and expertise as determined by the Authority (and shall procure such input from HCPs as may be reasonably required) to assist in the design, development and testing of an alternative solution..

#### **PART C IT Services for Permanent Premises and Temporary Premises**

The Authority shall provide the Supplier and its Subcontractors with access to the ASIS IT System or equivalent to the extent necessary in order to provide the Services with the following enablers of such access:

##### **1 For Permanent Premises the Authority shall:**

- 1.1 provide access to the ASIS IT System by way of one or more (as specified on the request) networked terminals (WYSE terminals) with such connectivity as is required from the patch panel in the office to the ASIS IT Systems, but not any connectivity from the patch panel to the terminals including where necessary LAN switches, firewalls and routers.. Such terminals shall be connected to a networked printer on the premises. The Authority shall use all reasonable endeavours to provide such access in the shortest timescale possible and in any event within 90 Working Days of a request by the Supplier via the service request process (with a copy to [REDACTED]) until an alternative process is agreed by the Parties.
- 1.2 A standard ASIS laptop shall be provided set up for an individual user as an interim solution until a networked terminal is provided in accordance with Paragraph 1.1. Such a laptop shall be provided within 15 Working Days of a request by the Supplier, such request to include user ID request, via the service request process (with a copy to [REDACTED]) until an alternative process is agreed by the Parties.
- 1.3 The Supplier shall deliver the standard ASIS laptop provided as part of Paragraph 1.2 to an Authority designated location within 5 Working Days of the relevant user getting a networked terminal.
- 1.4 Within 20 Working Days of a request by the Supplier for access to the ASIS IT System for Permanent Premises (via the service request process (with a copy to [REDACTED]) until an alternative process is agreed by the Parties), the Authority shall notify the Supplier of the requirements for power to the comms room, internal building wiring and rack mounting for any network and related ASIS IT kit that will be installed at the site.

##### **2 For Temporary Premises the Authority shall:**

- 2.1 provide a standard ASIS laptop set up for an individual user within 15 Working Days of a request by the Supplier for the laptop, such request identifying the individual user. Such request shall be made by the Supplier via the service request process (with a copy to [REDACTED]) until an alternative process is agreed by the Parties.

2.2 The Supplier shall deliver the standard ASIS laptop back to the Authority to an Authority designated location when the laptop is no longer required by the Supplier.

2.3 create all necessary user IDs for new employees within 15 Working Days of a request by the Supplier via the service request process (with a copy to [REDACTED]) until an alternative process is agreed by the Parties.

**3 For both Temporary and Permanent Premises:**

3.1 The Authority shall not be required to provide local printers, nor provide printing facilities at any premises where such premises are only operating using laptops.

3.2 Where the Supplier is using a laptop provided by the Authority, the Authority will use reasonable endeavours to provide information as to which printers are compatible with the laptops provided.

3.3 The Supplier and the Authority shall work together via the agreed process to ensure that the necessary reference data changes to the ASIS IT System are made, such that the new address of each Premises is input to the ASIS IT System, and/or make such other administrative changes for any other changes or removal of such premises within 15 Working Days of a request by the Supplier. Such request shall initially be made to the Commercial Directorate via Bravo until an alternative process is agreed by the Parties.

3.4 Where the Supplier is using a laptop, access to the ASIS IT System shall be via the internet and the Supplier will be responsible for providing such internet connectivity. The Authority shall be responsible for providing the VPN which enables access to the ASIS IT System. However, the Authority shall not be required to provide Service Desk support in respect of the Supplier's users' internet connectivity issues which are not related to faults with the VPN.

3.5 The Supplier recognises that the Authority cannot provide any laptops prior to September 2015 other than 21 laptops already notified and agreed, and that any laptops provided to the Supplier after the middle of September shall be Windows 7 laptops. Notwithstanding the above, the Authority shall use all reasonable endeavours to provide the Supplier with 25 additional laptops by the 1 September 2015 or soon after.

3.6 It shall be the Supplier's responsibility to procure and supply internet connectivity for each laptop provided by the Authority. The Supplier shall not be permitted to apply any software to the laptops to enable internet connectivity (the Authority shall ensure that the laptops allow Supplier's use of its internet connection).

3.7 The laptops provided by the Authority shall be "locked down" and the Supplier shall not be able to add any software or install any drivers on such laptops.

3.8 The Supplier will not choose premises in a location where:

- (a) access to a landline broadband internet connectivity is unavailable; and/or

- (b) each address is not covered by a 3g/4g mobile network service.
- 3.9 In choosing premises the Supplier shall firstly choose premises with access to a landline broadband where such reasonable appropriate landline broadband is available, and will only choose premises with 3G / 4G connectivity where landline connectivity is not available.
- 3.10 The Supplier shall ensure that they will undertake adequate due diligence at the time of identifying such premises, to ensure that such premises have a reasonable level of connectivity for the level of service required.
- 3.11 Subject to Paragraphs 3.8 to 3.10 above, in the event that connectivity issues cause the ASIS IT System to not be available, then where the resulting monthly internet availability is lower than that which would have been provided by the ASIS Services Agreement, then the Supplier shall be entitled to relief to the extent that the availability is less than that that would have been provided by the ASIS Services Agreement in accordance with Clause 31.
- 3.12 The Supplier shall provide the Authority with its reasonable estimate of the number of users (both new users and existing users with additional IT requirements) and the timeline of their expected need for IT.
- 3.13 The Authority shall update Appendix A to Annex 3 Schedule 18 to include Permanent Premises and Temporary Premises when these are notified to it by the Supplier.

## Annex 1 Testing

### Testing

The following definitions shall apply to this Annex:

<b>“Component”</b>		any constituent parts of the infrastructure for a Service, hardware or Software;
<b>“Material Test Issue”</b>		a Test Issue of Severity Level 1 or Severity Level 2;
<b>“Severity Level”</b>		the level of severity of a Test Issue, the criteria for which are described in Appendix 1 to this Annex 1;
<b>“Test Certificate”</b>		a certificate materially in the form of the document contained in Appendix 2 to this Annex 1 issued by the Authority when a Deliverable has satisfied its relevant Test Success Criteria;
<b>“Test Issue”</b>		any variance or non-conformity of a Deliverable from its requirements (such requirements being set out in the relevant Test Success Criteria);
<b>“Test Threshold”</b>	<b>Issue</b>	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan ;
<b>“Test Management Log”</b>	<b>Issue</b>	a log for the recording of Test Issues as described further in Paragraph 8.1;
<b>“Test Reports”</b>		the reports to be produced by the Supplier setting out the results of Tests;
<b>“Test Specification”</b>		the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6;
<b>“Test Strategy”</b>		a strategy for the conduct of Testing;
<b>“Test Criteria”</b>	<b>Success</b>	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5;
<b>“Test Witness”</b>		any person appointed by the Authority pursuant to Paragraph 9; and
<b>“Testing Procedures”</b>		the applicable testing procedures and Test Success Criteria set out in this Schedule .

## **1 RISK**

1.1 The issue of a Test Certificate, a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall not:

- (a) operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Authority's requirements for that Deliverable or Milestone; or
- (b) affect the Authority's right subsequently to reject:
  - (i) all or any element of the Deliverables to which a Test Certificate relates; or
  - (ii) any Milestone to which the Milestone Achievement Certificate relates.

1.2 Notwithstanding the issuing of any Milestone Achievement Certificate, the Supplier shall remain solely responsible for ensuring that:

- (a) the Supplier Proposal as designed and developed is suitable for the delivery of the Services and meets the Authority Requirements;
- (b) the Services are implemented in accordance with this Agreement; and
- (c) each Target Service Level is met from the relevant Operational Service Commencement Date.

## **2 TESTING OVERVIEW**

2.1 All Tests conducted by the Supplier in relation to any Deliverable which interfaces with or has a dependency with the Authority System or processes, or Other Supplier system or processes (and which are relevant to the provision the Services), shall be conducted in accordance with the Test Strategy, the Test Plans and the Test Specifications, unless agreed otherwise with the Authority in writing.

2.2 The Supplier shall not submit any Deliverable for Testing:

- (a) unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
- (b) until the Authority has issued a Test Certificate in respect of any prior, dependant Deliverable(s); and
- (c) until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).

2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in an implementation plan to be agreed between the Parties for the commencement of Testing in respect of the relevant Deliverable.

2.4 Prior to the issue of a Test Certificate, the Authority shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

2.5 Any Disputes between the Authority and the Supplier regarding Testing shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.

### **3 TEST STRATEGY**

3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Effective Date but in any case no later than 20 Working Days (or such other period as the Parties may agree in writing) after the Effective Date.

3.2 The final Test Strategy shall include the information required by this Paragraph and as otherwise set out in this Schedule and:

- (a) an overview of how Testing will be conducted in accordance with an implementation plan to be agreed between the Parties;
- (b) the process to be used to capture and record Test results and the categorisation of Test Issues;
- (c) the method for mapping the expected Test results to the Test Success Criteria;
- (d) the procedure to be followed if a Deliverable fails to satisfy the Test Success Criteria or produces unexpected results, including a procedure for the resolution of Test Issues;
- (e) the procedure to be followed to sign off each Test;
- (f) the process for the production and maintenance of Test Reports and reporting, including templates for the Test Reports and the Test Issue Management Log, and a sample plan for the resolution of Test Issues;
- (g) the names and contact details of the Authority's and the Supplier's Test representatives;
- (h) a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and Authority and/or third party involvement in the conduct of the Tests;
- (i) the technical environments required to support the Tests;  
and
- (j) the procedure for managing the configuration of the Test environments.

### **4 TEST PLANS**

4.1 The Supplier shall develop Test Plans and submit these for the approval of the Authority as soon as practicable but in any case no later than 20 Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start date for the relevant Testing (as specified in an implementation plan to be agreed between the Parties).

4.2 Each Test Plan shall include as a minimum:

- (a) the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being tested and, for each Test, the specific Test Success Criteria to be satisfied;
- (b) a detailed procedure for the Tests to be carried out, including:
  - (i) the timetable for the Tests, including start and end dates;
  - (ii) the Testing mechanism;
  - (iii) dates and methods by which the Authority can inspect Test results or witness the Tests in order to establish that the Test Success Criteria have been met;
  - (iv) the mechanism for ensuring the quality, completeness and relevance of the Tests;
  - (v) the format and an example of Test progress reports and the process with which the Authority accesses daily Test schedules;
  - (vi) the process which the Authority will use to review Test Issues and the Supplier's progress in resolving these in a timely basis;
  - (vii) the Test Schedule;
  - (viii) the re-Test procedure, the timetable and the resources which would be required for re-Testing; and
  - (ix) the process for escalating Test Issues from a re-test situation to the taking of specific remedial action to resolve the Test Issue.

4.3 The Authority shall not unreasonably withhold or delay its approval of the Test Plans provided that the Supplier shall incorporate any reasonable requirements of the Authority in the Test Plans.

## **5 TEST SUCCESS CRITERIA**

5.1 The Test Success Criteria for:

- (a) each Test that must be Achieved for the Supplier to Achieve a Milestone are set out in Annex 4 of this Schedule 18; and
- (b) all other Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 3.

## **6 TEST SPECIFICATION**

6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days (or such other period as the Parties may agree in the Test Strategy or otherwise agree in writing) prior to the start of the relevant Testing (as specified in an implementation plan to be agreed between the Parties).



6.2 Each Test Specification shall include as a minimum:

- (a) the specification of the Test data, including its source, scope, Ass and management, a request (if applicable) for relevant Test data to be provided by the Authority and the extent to which it is equivalent to live operational data;
- (b) a plan to make the resources available for Testing;
- (c) Test scripts;
- (d) Test pre-requisites and the mechanism for measuring them;  
and
- (e) expected Test results, including:
  - (i) a mechanism to be used to capture and record Test results; and
  - (ii) a method to process the Test results to establish their content.

## **7 TESTING**

7.1 Before submitting any Deliverables for Testing the Supplier shall subject the relevant Deliverables to its own internal quality control measures.

7.2 The Supplier shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.

7.3 The Supplier shall notify the Authority at least 10 Working Days (or such other period as the Parties may agree in writing) in advance of the date, time and location of the relevant Tests and the Authority shall ensure that the Test Witnesses attend the Tests, except where the Authority has specified in writing that such attendance is not necessary.

7.4 The Authority may raise and close Test Issues during the Test witnessing process.

7.5 The Supplier shall provide to the Authority in relation to each Test:

- (a) a draft Test Report not less than 2 Working Days (or such other period as the Parties may agree in writing) prior to the date on which the Test is planned to end; and
- (b) the final Test Report within 5 Working Days (or such other period as the Parties may agree in writing) of completion of Testing.

7.6 Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:

- (a) an overview of the Testing conducted;
- (b) identification of the relevant Test Success Criteria that have been satisfied;

- (c) identification of the relevant Test Success Criteria that have not been satisfied together with the Supplier's explanation of why those criteria have not been met;
- (d) the Tests that were not completed together with the Supplier's explanation of why those Tests were not completed;
- (e) the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Appendix 1 to this Annex 1 ; and
- (f) the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.

## **8 TEST ISSUES**

- 8.1 Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Supplier shall log Test Issues reflecting the Severity Level allocated to each Test Issue.
- 8.2 The Supplier shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Supplier shall make the Test Issue Management Log available to the Authority upon request.
- 8.3 The Authority shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Supplier. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.

## **9 TEST WITNESSING**

- 9.1 The Authority may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Authority, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
- (a) shall actively review the Test documentation;
  - (b) will attend and engage in the performance of the Tests on behalf of the Authority so as to enable the Authority to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
  - (c) shall not be involved in the execution of any Test;

- (d) shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
- (e) may produce and deliver their own, independent reports on Testing, which may be used by the Authority to assess whether the Tests have been Achieved;
- (f) may raise Test Issues on the Test Issue Management Log in respect of any Testing; and
- (g) may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

## **10 TEST QUALITY AUDIT**

10.1 Without prejudice to its rights pursuant to Clause 12.2(b) (Records, Reports, Audits & Open Book Data), the Authority may perform on-going quality audits in respect of any part of the Testing (each a “**Testing Quality Audit**”) subject to the provisions set out in the agreed Quality Plan.

10.2 The focus of the Testing Quality Audits shall be on:

- (a) adherence to an agreed methodology;
- (b) adherence to the agreed Testing process;
- (c) adherence to the Quality Plan;
- (d) review of status and key development issues; and
- (e) identification of key risk areas.

10.3 The Supplier shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.

10.4 The Authority will give the Supplier at least 5 Working Days' written notice of the Authority's intention to undertake a Testing Quality Audit and the Supplier may request, following receipt of that notice, that any Testing Quality Audit be delayed by a reasonable time period if in the Supplier's reasonable opinion, the carrying out of a Testing Quality Audit at the time specified by the Authority will materially and adversely impact any implementation plan agreed between the Parties.

10.5 A Testing Quality Audit may involve document reviews, interviews with the Supplier Personnel involved in or monitoring the activities being undertaken pursuant to this Schedule, the Authority witnessing Tests and demonstrations of the Deliverables to the Authority. Any Testing Quality Audit shall be limited in duration to a maximum time to be agreed between the Supplier and the Authority on a case by case basis (such agreement not to be unreasonably withheld or delayed). The Supplier shall provide all reasonable necessary assistance and access to all relevant documentation required by the Authority to enable it to carry out the Testing Quality Audit.

10.6 If the Testing Quality Audit gives the Authority concern in respect of the Testing Procedures or any Test, the Authority shall:

- (a) discuss the outcome of the Testing Quality Audit with the Supplier, giving the Supplier the opportunity to provide feedback in relation to specific activities; and
- (b) subsequently prepare a written report for the Supplier detailing its concerns,

and the Supplier shall, within a reasonable timeframe, respond in writing to the Authority's report.

10.7 In the event of an inadequate response to the Authority's report from the Supplier, the Authority (acting reasonably) may withhold a Test Certificate (and consequently delay the grant of a Milestone Achievement Certificate) until the issues in the report have been addressed to the reasonable satisfaction of the Authority.

## **11 OUTCOME OF TESTING**

11.1 The Authority shall issue a Test Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.

11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Authority shall notify the Supplier and:

- (a) the Authority may issue a Test Certificate conditional upon the remediation of the Test Issues;
- (b) where the Parties agree that there is sufficient time prior to the relevant Milestone Date, the Authority may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
- (c) where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Authority's other rights and remedies, such failure shall constitute a Notifiable Default for the purposes of Clause 27.1 (Rectification Plan Process).

11.3 The Authority shall be entitled, without prejudice to any other rights and remedies that it has under this Agreement, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.

## **12 ISSUE OF MILESTONE ACHIEVEMENT CERTIFICATE**

12.1 The Authority shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:

- (a) the issuing by the Authority of Test Certificates and/or conditional Test Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
  - (b) performance by the Supplier to the reasonable satisfaction of the Authority of any other tasks identified in any implementation plan agreed between the Parties as associated with that Milestone (which may include the submission of a Deliverable that is not due to be Tested, such as the production of Documentation).
- 12.2 The grant of a Milestone Achievement Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of Schedule 7.1 (Charges and Invoicing).
- 12.3 If a Milestone is not Achieved, the Authority shall promptly issue a report to the Supplier setting out:
  - (a) the applicable Test Issues ; and
  - (b) any other reasons for the relevant Milestone not being Achieved.
- 12.4 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Authority shall issue a Milestone Achievement Certificate.
- 12.5 If there is one or more Material Test Issue(s), the Authority shall refuse to issue a Milestone Achievement Certificate and, without prejudice to the Authority's other rights and remedies, such failure shall constitute a Notifiable Default for the purposes of Clause 27.1 (Rectification Plan Process).
- 12.6 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Authority may at its discretion (without waiving any rights in relation to the other options) choose to issue a Milestone Achievement Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
  - (a) any Rectification Plan shall be agreed before the issue of a conditional Milestone Achievement Certificate unless the Authority agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Authority within 10 Working Days of receipt of the Authority's report pursuant to Paragraph 12.1(a)); and
  - (b) where the Authority issues a conditional Milestone Achievement Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

## APPENDIX 1

### Test Issues - Severity Levels

1. **Severity Level 1 Test Issue:** a Test Issue that causes non-recoverable conditions, e.g. it is not possible to continue using a Component, a Component crashes, there is database or file corruption, or data loss;
2. **Severity Level 2 Test Issue:** a Test Issue for which, as reasonably determined by the Authority, there is no practicable workaround available, and which:
  - (a) causes a Component to become unusable;
  - (b) causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or
  - (c) has an adverse impact on any other Component(s) or any other area of the Services;
3. **Severity Level 3 Test Issue:** a Test Issue which:
  - (a) causes a Component to become unusable;
  - (b) causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
  - (c) has an impact on any other Component(s) or any other area of the Services;but for which, as reasonably determined by the Authority, there is a practicable workaround available;
4. **Severity Level 4 Test Issue:** a Test Issue which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Services; and
5. **Severity Level 5 Test Issue:** a Test Issue that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Services

## APPENDIX 2

### Test Certificate

To: [NAME OF SUPPLIER]

FROM: [NAME OF AUTHORITY]

[Date]

Dear Sirs,

### TEST CERTIFICATE

Deliverables: [*insert description of Deliverables*]

We refer to the agreement (the “**Agreement**”) relating to the provision of the Services between the [*name of Authority*] (the “**Authority**”) and [*name of Supplier*] (the “**Supplier**”) dated [*date*].

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (*Definitions*) of the Agreement.

[We confirm that the Deliverables listed above have been tested successfully in accordance with the Test Plan relevant to those Deliverables.]

OR

[This Test Certificate is issued on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]\*

*\*delete as appropriate*

Yours faithfully

[Name]

[Position]

acting on behalf of [*name of Authority*]

**Milestone Achievement Certificate**

To: [NAME OF SUPPLIER]

FROM: [NAME OF AUTHORITY]

[Date]

Dear Sirs,

**MILESTONE ACHIEVEMENT CERTIFICATE**

Milestone: *[insert description of Milestone]*

We refer to the agreement (the “**Agreement**”) relating to the provision of the Services between the *[name of Authority]* (the “**Authority**”) and *[name of Supplier]* (the “**Supplier**”) dated *[date]*.

Capitalised terms used in this certificate have the meanings given to them in Schedule 1 (Definitions).

[We confirm that all the Deliverables relating to Milestone *[number]* have been tested successfully in accordance with the Test Plan relevant to this Milestone [or that a conditional Test Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria.]]\*

**OR**

[This Milestone Achievement Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]\*

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with the provisions of Schedule 7.1 (*Charges and Invoicing*)]\*

*\*delete as appropriate*

Yours faithfully

[Name]

[Position]

acting on behalf of *[Authority]*



## ANNEX 2

### STANDARDS

#### 1 DEFINITIONS

In this Schedule, the following definitions shall apply:

<b>“Standards Hub”</b>	the Government’s open and transparent standards adoption process as documented at <a href="http://standards.data.gov.uk/">http://standards.data.gov.uk/</a> ; and
<b>“Suggested Challenge”</b>	a submission to suggest the adoption of new or emergent standards in the format specified on Standards Hub.

#### 2 GENERAL

2.1 Throughout the term of this Agreement, the Parties shall monitor and notify each other of any new or emergent standards which could affect the Supplier’s provision, or the Authority’s receipt, of the Services. Any changes to the Standards, including the adoption of any such new or emergent standard, shall be agreed in accordance with the Change Control Procedure.

2.2 Where a new or emergent standard is to be developed or introduced by the Authority, the Supplier shall be responsible for ensuring that the potential impact on the Supplier’s provision, or the Authority’s receipt, of the Services is explained to the Authority (in a reasonable timeframe), prior to the implementation of the new or emergent standard.

2.3 Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard(s) shall require the prior written agreement of the Authority and shall be implemented within an agreed timescale.

#### 3 TECHNOLOGY AND DIGITAL SERVICES PRACTICE

The Supplier shall (when designing, implementing and delivering the Services) adopt the applicable elements of HM Government’s Technology Code of Practice as documented at <https://www.gov.uk/service-manual/technology/code-of-practice.html>.

#### 4 OPEN DATA STANDARDS & STANDARDS HUB

4.1 The Supplier shall comply to the extent within its control with UK Government’s Open Standards Principles as documented at <https://www.gov.uk/government/publications/open-standards-principles>, as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment.

4.2 Without prejudice to the generality of Paragraph 2.2 of this Annex 2, the Supplier shall, when implementing or updating a technical component or part of the Software or Supplier Solution where there is a requirement under this Agreement or opportunity to use a new or emergent standard, submit a Suggested Challenge compliant with the UK Government's Open Standards Principles (using the process detailed on Standards Hub and documented at <http://standards.data.gov.uk/>). Each Suggested Challenge submitted by the Supplier shall detail, subject to the security and confidentiality provisions in this Agreement, an illustration of such requirement or opportunity within the IT Environment, Supplier Solution and Government's IT infrastructure and the suggested open standard.

4.3 The Supplier shall ensure that all documentation published on behalf of the Authority pursuant to this Agreement is provided in a non-proprietary format (such as PDF or OpenDocument Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation under Paragraph 4.1 to comply with the UK Government's Open Standards Principles, unless the Authority otherwise agrees in writing.

## **5 TECHNOLOGY ARCHITECTURE STANDARDS**

The Supplier shall produce full and detailed technical architecture documentation for the Supplier Solution in accordance with Good Industry Practice. If documentation exists that complies with TOGAF 9.1 or its equivalent, then this shall be deemed acceptable.

## **6 ACCESSIBLE DIGITAL STANDARDS**

6.1 The Supplier shall comply with (or with equivalents to):

- (a) the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.0 Conformance Level AA; and
- (b) ISO/IEC 13066-1: 2011 Information Technology - Interoperability with assistive technology (AT) - Part 1: Requirements and recommendations for interoperability.

## **7 SERVICE MANAGEMENT SOFTWARE & STANDARDS**

7.1 Subject to Paragraphs 2 to 4 (inclusive), the Supplier shall reference relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:

- (a) ITIL v3 2011;
- (b) ISO/IEC 20000-1 2011 "ITSM Specification for Service Management";
- (c) ISO/IEC 20000-2 2012 "ITSM Code of Practice for Service Management";
- (d) ISO 10007 "Quality management systems - Guidelines for configuration management"; and

- (e) BS25999-1:2006 “Code of Practice for Business Continuity Management” and, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision of “IT Service Continuity Strategy” or “Disaster Recovery” plans.

7.2 For the purposes of management of the Services and delivery performance the Supplier shall make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release & deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such Software has been assessed under the ITIL Software Scheme as being compliant to “Bronze Level”, then this shall be deemed acceptable.

## **8 ENVIRONMENTAL STANDARDS**

- 8.1 The Supplier shall comply with ISO 14001 (or equivalent) for its environmental management throughout the Term. The Supplier shall follow a sound environmental management policy, ensuring that any Goods and the Services are procured, produced, packaged, delivered, and are capable of being used and ultimately disposed of in ways appropriate to such standard.
- 8.2 The Supplier shall comply with relevant obligations under the Waste Electrical and Electronic Equipment Regulations 2006 in compliance with Directive 2002/96/EC and subsequent replacements (including those in compliance with Directive 2012/19/EU).
- 8.3 The Supplier shall (when designing, procuring, implementing and delivering the Services) ensure compliance with Article 6 and Annex III of the Energy Efficiency Directive 2012/27/EU and subsequent replacements.
- 8.4 The Supplier shall comply with the EU Code of Conduct on Data Centres’ Energy Efficiency. The Supplier shall ensure that any data centre used in delivering the Services are registered as a Participant under such Code of Conduct.
- 8.5 The Supplier shall comply with the Authority and HM Government’s objectives to reduce waste and meet the aims of the Greening Government: IT strategy contained in the document “Greening Government: ICT Strategy issue (March 2011)” at <https://www.gov.uk/government/publications/greening-government-ict-strategy>.

## **9 HARDWARE SAFETY STANDARDS**

9.1 The Supplier shall comply with those BS or other standards relevant to the provision of the Services, including the following or their equivalents:

- (a) any new hardware required for the delivery of the Services (including printers), shall conform to BS EN 60950-1:2006+A12:2011 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;
- (b) any new audio, video and similar electronic apparatus required for the delivery of the Services, shall conform to the following standard: BS EN 60065:2002+A12:2011 or any subsequent replacements;
- (c) any new laser printers or scanners using lasers, required for the delivery of the Services, shall conform to either of the following safety Standards: BS EN 60825-1:2007 or any subsequent replacements; and
- (d) any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to the following safety Standard: BS EN 41003:2009 or any subsequent replacements.

9.2 Where required to do so as part of the Services, the Supplier shall perform electrical safety checks in relation to all equipment supplied under this Agreement in accordance with the relevant health and safety regulations.

### **Annex 3**

#### **Description of IT Services**

For the avoidance of doubt all references to the Supplier in this Annex are references to the Authority or Authority Sub-Contractor for IT services and all references to the HDAS Supplier shall be read as references to the Supplier.



[REDACTED]  
Schedule 18 Annex :

## Annex 4

### Reporting Requirements

#### 1 AVAILABILITY

1.1 The IT Environment and/or the Services shall be Available (and “Available” shall be interpreted accordingly) when:

- (a) End Users are able to access and utilise all the functions of the Supplier System and/or the Services; and
- (b) the Supplier System is able to process the Authority Data and to provide any required reports within the timescales set out in the Service Requirement (as measured on a 24 x 7 basis); and
- (c) all Performance Indicators other than Availability are above the Service Level Service Threshold.

1.2 Availability shall be measured as a percentage of the total time in a Service Period, in accordance with the following formula:

$$\text{Service Availability \%} = \frac{(MP - SD) \times 100}{MP}$$

where:

MP = total number of minutes, excluding Permitted Maintenance, within the relevant Service Period; and

SD = total number of minutes of Service Downtime, excluding Permitted Maintenance, in the relevant Service Period.

1.3 When calculating Availability in accordance with this Paragraph 1 Service Downtime arising due to Permitted Maintenance that is carried out by the Supplier shall be subtracted from the total number of hours in the relevant Service Period.

#### 2 RESPONSE TIMES

2.1 The “System Response Time” is the round trip time taken to process a message or request of the IT Environment and/or the Services, and shall be measured from the moment the last packet of data which relates to a particular message is received at the external interface of the IT Environment until a response is generated and the first block of data leaves the external interface (including, for the avoidance of doubt, the time taken for any necessary processing).

2.2 The Supplier System Response Time shall be the average System Response Time measured over the course of a Service Period.

#### 3 HELP DESK RESPONSE TIMES

3.1 Measurement of Help Desk response times will be based on the time taken for a Help Desk operative to answer a call. Calls receiving an automated

response or placed into a queuing system shall be deemed not to have been answered.

3.2 The Supplier shall monitor the Help Desk response times and shall provide the results of such monitoring to the Authority.

#### 4 **FIX TIMES**

4.1 The “**Fix Time**” of a Service Incident is the period from the time that the Service Incident has been reported to the Supplier to the point of its Resolution and “**Resolution**” means in relation to a Service Incident either:

- (a) the root cause of the Service Incident has been removed and the Services are being provided in accordance with the Service Requirement and Service Levels; or
- (b) the Authority has been provided with a workaround in relation to the Service Incident deemed acceptable by the Authority.

4.2 Fix Times for Severity 3 Service Incidents, Severity 4 Service Incidents and Severity 5 Service Incidents shall be measured in Operational Hours.

**Worked example:** if the Operational Hours for a fault are 0800-1800, then the clock stops measuring Fix Time at 1800 in the evening and restarts at 0800 the following day).

4.3 Fix times for Severity 1 Service Incidents and Severity 2 Service Incidents shall be measured 24x7.

4.4 The Supplier shall measure Fix Times as part of its service management responsibilities and report periodically to the Authority on Fix Times as part of the Performance Monitoring Report.

4.5 For the purposes of this Paragraph 4, the following expressions shall have the meanings set opposite them below:

“**Operational Hours**” In relation to any Service, the hours for which that Service is to be operational as set out in Schedule 2.1 (*Service Requirement*);

“**Service Incident**” a reported occurrence of a failure to deliver any part of the Services in accordance with the Authority Requirements or the Performance Indicators;

**“Severity 1 Service Incident”** a Service Incident which, in the reasonable opinion of the Authority:

- (a) constitutes a loss of the Service which prevents a large group of End Users from working;
- (b) has a critical impact on the activities of the Authority;
- (c) causes significant financial loss and/or disruption to the Authority; or
- (d) results in any material loss or corruption of Authority Data;

***Non-exhaustive examples:***

- a loss of power to a data centre causing failure of Services; or
- a failure of the Services to provide user authentication service;

**“Severity 2 Service Incident”** a Service Incident which, in the reasonable opinion of the Authority has the potential to:

- (a) have a major (but not critical) adverse impact on the activities of the Authority and no workaround acceptable to the Authority is available;
- (b) have a major (but not critical) adverse impact on the activities of the Authority and no workaround acceptable to the Authority is available; or
- (c) cause a financial loss and/or disruption to the Authority which is more than trivial but less severe than the significant financial loss described in the definition of a Severity 1 Service Failure;

***Non-exhaustive examples:***

- corruption of organisational database tables; or
- loss of ability to update Authority Data.

**“Severity 3 Service Incident”** a Service Incident which, in the reasonable opinion of the Authority has the potential to:

- (a) have a major adverse impact on the activities of the Authority which can be reduced to a moderate adverse impact due to the availability of a workaround acceptable to the



Authority; or

- (b) have a moderate adverse impact on the activities of the Authority;

***Non-exhaustive example:***

- inability to access data for a class of customers;

**“Severity 4 Service Incident”**

a Service Incident which, in the reasonable opinion of the Authority has the potential to have a minor adverse impact on the provision of the Services to End Users

***Non-exhaustive example:***

inability to access data for a single customer; and

**“Severity 5 Service Incident”**

a Service Incident comprising a flaw which is cosmetic and, as such, does not undermine the End User’s confidence in the information being displayed;

***Non-exhaustive examples:***

- spelling error; or
- misalignment of data on screen display.

Annex 5

Applications

The table below lists the applications that are directly provided by the Authority.

Service	Description of service
SMART	SMART (System for Medical Allocations Referrals and Tracking) supported the scheduling and management of all benefit examination types excluding Incapacity Benefit (being phased out) and Employment and Support Allowance (ESA), which are exclusively managed by MSRS. SMART supplies all of the payment data for Authority medical staff working on the contract, and for claimants expenses. It also provides a significant data feed to the Management

Service	Description of service
	Information Systems (MIS).
LiMA	<p>LiMA (Logic Integrated Medical Assessment) is the umbrella name for a suite of applications. Most of the LiMA applications provide a set of intelligent forms to be used by medical practitioners to conduct benefit examinations. The applications are as follows:</p> <p>IB Scrutiny - allows users to complete supporting documentation scrutiny.</p> <p>IB Exam - allows users to complete Incapacity Benefit medical assessments.</p> <p>DLA Exam - allows users to complete medical assessments for clients claiming Disability Living Allowance and Attendance Allowance.</p> <p>SPVA Exam - allows users to complete SPVA (Service Personnel and Veterans Agency) medical assessments.</p> <p>ESA (Employment Support Allowance) Exam - allows users to complete ESA medical assessments.</p> <p>ESA Filework -allows users to complete ESA Filework medical assessments.</p> <p>ESA WFHRA (Work Focused Health Related Assessment) - allows users to complete WFHRA medical assessments. Not currently used.</p> <p>Repository - provides descriptions of the functional impacts of a wide range of medical conditions.</p> <p>LiMA Management Console - also referenced as LiMA Admin, and allows users in specific administration groups to set up rules, users etc.</p>
LiMA Despatch	Despatch is a web application used by the Authority to access completed reports (mainly DLA exams, plus some old IB exams completed in standalone version). This application cannot be directly

Service	Description of service
	accessed and users shall need to come through MSPLA
MSD	The Medical Skills Database (MSD) is a national database developed to hold data relating to both the Employed and Sessional clinical staff utilised by Authority staff. The system's user base comprises Authority administrative users, the MSD coordinator, Medical Managers and Medical Directors.
CMS	The Complaints Management System (CMS) is used to manage complaints about the delivery of Medical Services (including complaints about specific practitioners). It interfaces with the MSD, and is only used by Authority staff.
MSRS	MSRS (Medical Services Referral System) holds and tracks referrals concerning applications for ESA Benefit and IB Reassessment.
Siebel/VCC	<p>Siebel is used to schedule appointments and drives outgoing calls to Cisco. It hold details of medical practitioners and their schedules, examining centre locations, and the available examining rooms and 'slots'.</p> <p>Siebel Interfaces with the VCC (Virtual Contact Centre) to build dialing campaigns which automate the process of calling claimants to verify that they can attend the appointment slot allocated to them. If a claimant is successfully contacted, the call is then automatically transferred to an operator at one of the two VCCs (those Sites noted in Appendix A as Contact Centres) so that the call can be completed.</p>
Hub	The Hub enables the majority of the information exchanges between the Medical Services Referral System (MSRS) and the component parts of the Medical Services booking, scheduling and examinations system (Siebel and SMART). It also manages the daily transfer of print requests to Oce, the web service request to Transport Direct, and the processing of JSAPS referral files.
MSPLA –	MSPLA (Medical Services Portal Login Application) is used by

Service	Description of service
DWP SecurePortal	Authority users to access MSRS, MIS Portal and LiMA Despatch. It ensures that Authority users are authenticated against the Active Directory.
MIS Portal	The Management Information System Portal is a single page that then provides Authority users access to a folder structure containing a selection of MIS reports.
MSDW (aka MIS)	Supporting system, generating management information both for contract management and benefit management, and also used to bill Authority. Comprised of a data warehouse (nominally), with access via a portal to pre-prepared reports plus a small data mart with access via Cognos ad-hoc end-user reports. It receives nightly data feeds from LiMA, SMART, and MSRS.

## Annex 6

### Supported Assessments



S18 Annex 6.xlsx