

## **The Schedule Part 13**

### **THE TRUST'S RESPONSIBILITIES**

#### **13. INTRODUCTION**

This Schedule Part sets out the responsibilities of The Trust in accepting and operating the PMS system. Both parties understand and agree that the provision of the PMS system requires commitment and undertakings from The Trust.

#### **13.1. IMPLEMENTATION TIMETABLE**

The Contractor and The Trust confirm their joint commitment to the Implementation Plan shown in The Schedule Part 3.

#### **13.2. TRUST UNDERTAKINGS**

The Trust confirms that it will provide the following within the agreed timescales shown in the Implementation Plan and under the Detailed Implementation Plans for each Service Element:

##### **13.2.1. The Operation And Management Of The PMS Central Hardware**

The Trust agrees to accept the responsibility to accommodate and operate and the Systems provided by The Contractor on the Site. The Trust will undertake to commit or contract sufficient resources of suitable background and training to manage the central hardware.

The Trust's responsibilities will include:

- UNIX Management
- Network Management
- Back-up Procedures
- Checking the Console Log at Regular intervals
- Reporting Critical Issues on the Console to the Contractor Support Team in a timely fashion
- Allowing The Contractor Staff to perform system upgrades when needed
- Management of the Reality database

This is not an exhaustive list of tasks, but is an indication of the scope of The Trust's responsibilities.

### 13.2.3.1. Environmental and Power Facilities

#### 13.2.1.1.1. Computer Accommodation

The Trust is responsible for the provision of all necessary electrical power facilities and power supplies, and the provision of any special controls, such as air conditioning, in order to provide an operating environment in accordance with the specifications relating to the System as set out in Tables 1 and 2 below.

The Contractor will provide advice in all aspects of site preparation and installation planning as required. The accommodation provided by The Trust will be a secure computer room. The accommodation will be protected from damp, flooding, fire etc. The Contractor shall inspect and approve the site before commencement of the project. If the contractor finds that any accommodation is not, in its reasonable opinion, suitable then, it shall so notify the Trust. For the purposes of clauses 13 and 14 of the Agreement, all delays caused by unsuitable accommodation shall be treated as failures on the Trust's part and shall not affect the timing of scheduled payments due to the Contractor.

The environment and power requirements are as follows:

**Table 1**

Temperature:	Recommended = 10°C - 38°C Rates of change = 10°C/hour maximum.
Humidity:	Recommended = 20-80 %
Air Supply:	General Office Quality

The Electricity Supply and Earthing requirements are as follows:

**Table 2**

Voltage:	Single phase AC voltage nominally 240 VAC. Should not exceed 254.4 V nor fall below 216 V. Three phase AC voltage nominally 415 VAC. Should not exceed 475 V nor fall below 373 V.
Consumption: Maximum Current: Line Frequency:	800 W 6.0 A 50 Hz +/- 0.5 Hz
Total Harmonic Distortion should not exceed 5% Power line transients should not exceed +/- 100V for up to 200µs	

### 13.2.2. Office and Other Provisions

The Trust agrees to make available for The Contractor staff a secure office area with after hours access. Such office area shall provide the following equipment listed in Table 3 as a minimum.

**Table 3**

- |  |
|--|
| <ul style="list-style-type: none"><li>➤ 2 work areas/desks with associated files/storage</li><li>➤ 2 telephones</li><li>➤ a minimum of 3 connections to the network</li><li>➤ 2 PC workstations</li><li>➤ 1 laser printer</li></ul> <p>(these hardware items to be returned to the hospital after the implementation)</p> <ul style="list-style-type: none"><li>➤ bookcases for documentation</li><li>➤ access to meeting area</li></ul> |
|--|

The Contractor assumes that its staff will be allowed to work outside normal office hours (evenings and weekends) if necessary (with notice if required). The Trust agrees to facilitate this requirement.

The performance of the Services by the Contractor is dependent on access to the computer room and accordingly requires access to the computer room at all times. The Trust will issue The Contractor staff with appropriate security badges, and with keys where these are necessary for access to rooms and buildings that may be essential for the implementation as well as inform the Contractor of all access controls and procedures. The Trust will extend to The Contractor's personnel reasonable access to Trust facilities such as canteen services, car park spaces, etc.

### 13.2.3. Project Support

#### 13.2.3.1. Project Management

The Trust will provide a dedicated Project Manager who will act as the point of contact for all contractual and non-contractual matters. He/She will be supported by and responsible for coordinating the effort of all Trust staff engaged on project related activities.

#### 13.2.3.1. Information

The Trust will provide on time such information as The Contractor needs to design and implement the service and in particular to meet

the Implementation Plan included as defined in this Schedule. It is necessary for The Trust to reply to all reasonable requests for information within ten working days. If The Trust fails to meet any of the dates shown in the Implementation Plan and this can be shown by The Contractor to have delayed the performance of the Contract, The Trust confirms that it will be prepared to renegotiate those contractual dates and associated service costs shown to be affected through change control procedures, however, delays shall not relieve the Trust of its payment obligations as they fall due.

Based on The Contractor's implementation methodology, the project plan assumes:

- that The Trust will provide the staff as outlined in this Schedule Part.
- that The Trust will assign qualified personnel to attend the Applications Training and Product Workshops classes outlined in the Schedule;
- that The Trust will perform The Trust Tasks outlined in the Schedule

The Contractor further assumes that The Trust will take advantage of standard files and tables offered by The Contractor wherever appropriate to reduce implementation effort for both parties.

#### 13.2.3.1. Training Accommodation

The Trust confirms that suitable accommodation and environment as detailed in this Schedule will be provided in accordance with the Project timetable defined in The Schedule Part 3.

#### 13.2.3.1. Training Room

The Trust will provide a minimum of two specially prepared rooms during the training and implementation stage, each with printing facilities and capacity for a minimum of six workstations. The Trust will ensure that the training rooms are fully available for all training courses. In addition The Trust will provide one training room per hospital site during the training and implementation stage.

#### 13.2.4. DELIVERY AND INSTALLATION

The Contractor will be responsible for delivery and installation of the central hardware and computer room equipment, and

presentation of the integrated service to The Trust. The Trust will be responsible for installation and testing of peripheral devices.

The Contractor will require confirmation that normal access paths and routes to the computer room are adequate for installation purposes and that no special access paths are required.

The Trust will effect its normal security for all items subsequent to delivery. Risk of loss will remain with The Contractor.

#### **13.2.5. PROVISION & INSTALLATION OF PERIPHERALS**

The Trust undertakes to provide and to assume ownership of all terminal devices, PC's, data entry devices, and printers necessary for the provision of Services and not under the control of the Contractor and not part of the System.

#### **13.2.6. FILE DEFINITION AND BUILD**

The Trust will have the whole responsibility to define and build all data files for the System with the assistance and training of The Contractor, except as otherwise specified.

It will be the responsibility of The Trust to introduce new working procedures associated with the PMS. The Trust will ensure that new working procedures are fully understood and documented within The Trust. Where consultation is required with staff or staff organisations or with third parties, then The Trust will take full responsibility for this consultation.

#### **13.2.7. END USER TRAINING & SUPPORT**

It will be the responsibility of The Trust to provide end user training including all training materials and course documentation. While The Contractor will train The Trust's key departmental co-ordinators and trainers, these staff will then be expected to train the end users. The Trust undertakes to provide this training to a high standard.

It will be the responsibility of The Trust to provide user support for all its staff members. This will include the provision of a help Desk, manned by Trust staff to deal with all user queries and problems of an applications nature. Any Help Desk calls that deal with errors in the software or with shortcomings in the service or performance of

the service will be passed as soon as possible to The Contractor. All other calls will be handled by The Trust's own staff.

#### **13.2.8. LIAISON & CONTRACTS WITH 3<sup>RD</sup> PARTY SUPPLIERS FOR INTERFACES AND DATA CONVERSIONS**

It will be the responsibility of The Trust to liaise with any suppliers or third party organisations with whom The Trust has existing agreements – for example the CHI, when liaison is required for interfacing or data conversion. The Contractor shall not be responsible for any and all delays or degradation of the System or Service if such is attributable to the Trust or the Trust's suppliers or third party organisations.

#### **13.2.9. PROVISION OF OPERATIONS/TECHNICAL STAFF**

The Trust will make available operations and technical staff. These staff will be tasked with the operation of the central hardware and with all hardware situated on site. As well as managing the operations, in accordance with the instructions of the Contractor, and maintenance of The Trust's own hardware and the communications network, these staff will:

- ensure the security of the equipment
- take data back-ups and take responsibility for data security
- ensure the correct operations and maintenance of the hardware.

#### **13.3. RELEASES**

The Trust will undertake to use the most recent release of Software when offered by The Contractor, or may alternatively continue to run on the previous release, but will not without prior agreement from The Contractor operate on any release earlier than one previous release unless it can be demonstrated that the new release detrimentally impacts the functionality utilised by The Trust.

#### **13.4. FURTHER RESPONSIBILITIES**

- The Trust shall undertake user registration and deletion;
- The Trust shall determine the access rights to be given to each user at System and application software level

- Access to those assets of the Trust shall be enabled and maintained by the Trust sufficient to enable the Contractor to perform the Services
- The Trust shall assist the Contractor in establishing and developing relationships with the users of the Services, and shall ensure their attendance where appropriate at the relevant review meetings;
- The Trust shall obtain any third party consents to enable the Contractor to provide the Services;
- The Trust will not permit any change to the System and its interfaces by any other party other than the Contractor;
- The Trust is responsible for the integrity and accuracy of Data and for the ability of peripheral devices to handle, manipulate, process, store, print, transmit and display the same;
- The Trust shall not delay in placing a fault call and shall provide a clear description of the fault and sufficient instructions and data to enable the Contractor to understand and if necessary reproduce the fault;
- The Trust shall inform the Contractor of all plans that involve the relocation of the System . The Contractor and Trust shall agree a relocation plan and the associated charges;
- The Trust shall use the System and peripherals in accordance with the Contractor's or manufacturer's recommendations/ instructions;
- The Trust shall not prevent or unduly delay the Contractor from performing Services on site;
- The Trust shall maintain the following minimum specification of personal computers to access the Contractor provided System.

Web client	Pentium 133 MHz 32MB & 3GB HDD MicroSoft Windows MicroSoft Internet Explorer 5.5
Web client & Windows Express GUI client	Pentium 200MHz 48MB & 3GB HDD MicroSoft Windows MicroSoft Internet Explorer 5.5 Additional 64MB for Protos client where used
Web client & HAS solution A&E	Pentium II 300MHz 64MB & 4GB HDD MicroSoft Windows MicroSoft Internet Explorer 5.5