

The Schedule Part 12

SERVICE LEVELS

12. SERVICE PERFORMANCE

12.1. PERFORMANCE OF SERVICES

- 12.1.1. Service performance shall be measured each calendar month for the period of this Agreement in the event that the Trust reasonably believes that the Service is not being performed in accordance with this Schedule Part 12.
- 12.1.2. The amount of Service Credits across all the Service Elements identified below and payable by the Contractor during each measured period of one calendar month shall be limited to a maximum of 10% of the total monthly Charge. Service Credits incurred shall be accumulated and deducted from the Charge payable in respect of the subsequent quarter's scheduled quarterly Charge.
- 12.1.3. If the Contractor fails to meet the Service Target it shall accrue the number of points specified in the relevant Tables below for each Service Element.
- 12.1.4. The number of points incurred by the Contractor during a calendar month measurement period shall be applied against the Charge in accordance with the Tables within this Schedule Part 12 and its Annexes.
- 12.1.5. Service performance shall be measured across three (3) Service Elements. The measures and maximum impact on the Service Charges will be as follows:-

Service Element	Description of Service Element	Service Target Measure	Service Level Target	Minimum Service Level (for "Default" purposes)
1	Availability of System	Percentage Availability of System.	99%	Average Availability of 90% over three consecutive months

Service Element	Description of Service Element	Service Target Measure	Service Level Target	Minimum Service Level (for "Default" purposes)
2	Performance of System	Transaction Response Times within the Band of Expectation of 95 -100%	100% Transaction Response Time within Band of Expectation of 95-100%	90% or less of Responses do not fall within Band of Expectation over all modules
3	Support Service a) Hardware fault calls b) Software fault calls	For a) - % of calls dealt with within the Target Time for each Assigned Priority (Table 1) For b) - % of calls dealt with within the Fix Target for each Assigned Priority (Table 2)	For a) - 95% For b) - 95% over a minimum measure of the last 20 support calls in respect of software	90% per Table 1 for hardware fault calls & 85% per Table 2 for software fault calls

12.2. MEASURING SERVICE PERFORMANCE

Service Element 1 - Availability of System Modules

12.2.1. DEFINITION OF AVAILABILITY AND UNAVAILABILITY

12.2.1.1. "Available" shall mean that the System module is usable by at least one user in the normal operational manner in support of normal business processes and "Availability", "Unavailability" and "Unavailable" shall be interpreted accordingly.

12.2.1.2. Unavailability will be measured on a daily basis. For the avoidance of doubt, each "day" will run from 09:00:00 to 16:59:59, using the 24 hour clock.

12.2.1.3. Availability shall be calculated as follows for each calendar month:

$$\text{Availability \%} = \frac{(\text{Total Available Time}) - (\text{Total Unavailable Time} - \text{Exceptions})}{\text{Total Available Time}} \times 100$$

and

$$\text{Total Available Time in minutes in the calendar month} \quad \text{Equals} \quad \text{Number of days supported in the calendar month} \times 8 \times 60$$

For example, for a System which is available during 0900 hours to 1700 hours, Monday to Friday in September 2001:

Total Time Available = 20 (working days) X 8 (hours) X 60 (minutes) = 9600 minutes.

12.2.1.4. Unavailability shall be calculated from the time the relevant Fault is reported to the Contractor's Help Desk until the Contractor demonstrates that the System module is Available at its central processor (the "Server"). The total of all such times for a given System module in a calendar month shall be its Total Unavailable Time.

12.2.2. EXCEPTIONS

12.2.2.1 "Downtime" means that the particular System module is Unavailable.

12.2.2.2 "Exceptions" for each System module shall be the sum of the minutes of Unavailable time arising from the following factors:

- [i] Agreed scheduled downtime arising from planned events (e.g. system changes, system upgrades, system housekeeping, hardware preventative and routine maintenance arrangements, maintenance of Applications and releases relating to Applications).
- [ii] Agreed downtime to address a suspected fault. If the Contractor believes that a fault is gradually becoming evident, the parties will discuss a course of action and, if requested in good faith by the Contractor, the Trust will agree a downtime of reasonable duration and within a reasonable period of time from the request by the Contractor. If the Trust does not agree such reasonable period of downtime and if the suspected fault does materialise, the directly related downtime shall be added to the Exceptions. If the Trust does agree such reasonable downtime and if before the agreed time for the remedial measures to be taken the suspected fault materialises, such downtime shall not be included in the Exceptions and, in any event, any time for the remedial measures to be taken which extends beyond the agreed period shall not be included in the Exceptions.
- [iii] Downtime directly due to the Trust's failure to meet its obligations and to provide a suitable environment for the System.
- [iv] Downtime due to Force Majeure and Relief Events.

- [v] Downtime as a direct impact of the Trust's over-riding system maintenance arrangements as a result of NHS operational need.
- [vi] Any downtime arising from unauthorised interference with Equipment by the Trust or other third party not controlled or directed by the Contractor.
- [vii] Periods of time when an operational or bandwidth (including network delays) problem with the wide area network or with local area networks means that no User is able to use the relevant System module because of such problem.
- [viii] Time outside Working Hours periods during which only a call logging help desk facility is available.

12.2.3. SERVICE LEVEL TARGET

- 12.2.3.1. The Contractor shall use reasonable efforts to achieve the Service Level Target for availability of the System.
- 12.2.3.2. If the Contractor fails to achieve the Service Level Target for availability of System , the Contractor shall incur failure points in accordance with the principles of Schedule Part 12, Annex 1.
- 12.2.3.3. At any Service Review Meeting the Contractor and the Trust may mutually agree to amend the monthly measures in Schedule Part 12, Annex 1.

Service Element 2 - System Response Times

- 12.2.3.4. The Trust shall run the set of test Transactions listed in Annex 2 for four separate hour-long measuring periods (a "Set") during each calendar month between the hours of 9a.m. and 5 p.m. There will be a minimum of 10 Transactions tested in a Set. In the event of a single Transaction failing to meet the Response Times for that Transaction (out of 10 Transactions) the test Set shall be performed again. . The tests will be part of the normal workload for that period.
- 12.2.3.5. The measured actual time taken for each Transaction will be logged in order to calculate the number of tested Transactions that meet or exceed the Service Level Target Response Times for the Set of test Transactions.

- 12.2.3.6. For the avoidance of doubt, Response Times will not be measured when the System is Unavailable, including when network delays and bandwidth constraints are present, in which case measurement of Response Times may be performed by directly connecting a personal computer, with the minimum specification stated in Schedule Part 13, to the local area network directly adjacent to the relevant server.
- 12.2.3.7. The Contractor shall use reasonable efforts to achieve the expected average Response Time falling within the parameters of the "Band of Expectation" Schedule Part 12, Annex 2.
- 12.2.3.8. Response Time is defined as the time taken from the user committing the Transaction (after entering all relevant data) to the cursor being available for further input.
- 12.2.3.9. At any Service Review Meeting the Contractor and the Trust may mutually agree to amend the set of test Transactions, Response Times and Band of Expectation in the Schedule Part 12, Annex 2.
- 12.2.3.10. Response Times shall be performed on a personal computer of at least the minimum specification stated in the Schedule Part 13.

12.2.4. SERVICE LEVEL TARGET

- 12.2.4.1. For Service Element 2, the Response Times of the Transactions should fall within the Band of Expectation for the module. Failure to meet the Service Level Target as deduced from the performance of a test Set shall result in the Contractor incurring failure points in accordance with the principles set out in the Schedule Part 12, Annex 2.
- 12.2.4.2. If the Service Level Target has not been met, the Contractor shall use all reasonable endeavours to remedy the situation.

12.3. SERVICE ELEMENT 3 - HELP DESK SUPPORT CALL CONCLUSION GUIDELINES

- 12.3.1. The following response time guidelines apply to all support calls . The Help Desk service for all support calls shall be available during 0900 to 1700, Monday to Friday, excluding UK Bank and Public Holidays, ("Working Hours"). Outside Working Hours the Contractor shall provide for support whereby calls from users can be logged although they shall not be dealt with until the beginning of

the next period of Working Hours. The time taken for Target Time, Initial Response Fix Target ("Targets") is the time allowed for the Contractor to respond to a call measured from the time of a call to the time of the Target Time, Initial Response or Fix Target, as appropriate, counting only the time during Working Hours. The Contractor shall log the time that a call was initiated to report a fault to the Contractor's Help Desk and the time that the fault was fixed. "outside target" is where the time to fix was not within the Target.

Service Element 3 shall be measured by the formula $(A-B)/A*100\%$ where:

A = total number of calls initiated to report faults

B = number of times "outside target" was logged.

Tables 1 and 2 for hardware related fault types and software related fault types respectively define:

12.3.2. In the case of hardware related fault type the relevant Target Time within which the Contractor shall fix the faulty item to restore normal operation or, in the case of software-related fault types, the relevant Fix Target time within which the reported fault type shall be dealt with, but which shall include the option of the provision by the Contractor of a software patch or workaround or a successful re-initialisation to resolve the fault type which allows users use of the System to meet their reasonable requirements. A software patch or workaround must only be seen as a temporary solution. A permanent solution will be bound by the requirements to produce such within 1 month of the initial fault call if such is not demonstrated by the Contractor to be included in the next upgrade, version or release of the affected software or the patch or workaround results in reclassification of the Assigned Priority for that call to a Medium or Low call Assigned Priority.

12.3.3 Table 1 - Hardware fault resolution
"Target Time" for the purposes of this Service Element means the number of elapsed hours commencing when the Trust places a fault call and ending when the Contractor's engineer arrives at the affected location, the Contractor begins remote diagnosis or dispatches a part for self-installation by the Trust, as appropriate.

Table 1 - Hardware Fault Resolution/

Table 1 – Hardware Fault Resolution

Assigned Priority	Fault Type	Target Time	Support Band	Failure (percent of calls outside Target Time) / Points
1	Total System failure preventing use of the System	4 hours Response	Working Hours	94-95% - 1 point 93-94% - 1 point 92-93% - 1 point 91-92% - 1 point 90-91% - 1 point <90% - 1 point per 2% failure
2	Failure involving System operation significantly degraded	8 hours Response	Working Hours	93-95% - 1 point 91-93% - 1 point 89-91 - 1 point 87-89% - 1 point <87% - 1 point per 4% failure
3	System failure other than that associated with Assigned Priority 1 and 2	Next Working Day	Working Hours	Not applicable

TABLE 2 – Software Fault Resolution/

TABLE 2 - Software Fault Resolution

Assigned Priority	Initial Response Target	Service Target	Failure (percent of calls outside Service Target)/ Points
<p>Critical - A critical priority will be given to an issue directly and significantly adversely affecting the delivery of patient care or causing financial liability due to operational or information deficiency. Only designated personnel within the Trust can raise calls of this priority.</p>	20 Minutes	Twenty Four Hours	94-95% - 1 point 93-94% - 1 point 92-93% - 1 point 91-92% - 1 point 90-91% - 1 point <90% - 1 point per 2% failure
<p>High - A high priority will be given to an issue that is on a limited basis adversely affecting the delivery of patient care or causing financial liability but is repeatedly affecting customer usage or data integrity and there is no work around available.</p>	Four Hours	Seven Business Days	93-95% - 1 point 91-93% - 1 point 89-91% - 1 point 87-89% - 1 point <85% - 1 point per 4% failure
<p>Medium - will be given to an issue which does not impact the operation or use of the System or an issue for which an alternative solution or work around exists</p>	1 Day	Next Release	Not applicable
<p>Low - A low priority will be given to an issue, which is mainly cosmetic in nature.</p>	2 Days	As appropriate	Not applicable

12.3.4. The Fix Targets are measured from the receipt of the initial call (providing the specific nature of the problem and receipt of all pertinent information and materials is given), to the communication of the proposed resolution to the customer.

12.3.5. Both parties accept that it may not be possible for all calls to be concluded within proposed guidelines. From time to time, it may be necessary to leave an issue open for an extended period in order

to monitor for additional occurrences or to evaluate the effect of proposed solutions.

- 12.3.6. The call conclusion guidelines will also be reliant on the Trust logging support calls within the Contractor guidelines regarding priorities set out below.

12.4. CONSISTENT FAILURE TO PERFORM

- 12.4.1. In the event that the Trust is able to apply a Service Credit against the Contractor on the same Service Element indicator for four consecutive calendar Quarters, then The Trust may issue the Contractor with a Default pursuant to clause 24.1.(a).ii of the Agreement.

12.5. FAILURE TO ACHIEVE SERVICE LEVELS

- 12.5.1. Where the Service Levels are not met and Service Credits due to the Trust, the Trust will be entitled to reduce the next quarterly Charge by the amount of the Service Credit.

ANNEX 1

Service Element 1 - System Module Availability

The table below describes the allocation of failure points associated with levels of system module unavailability of service and the associated level of service credit available to the Trust in the event of certain levels of unavailability of the service.

Unavailability is measured by module of service delivery as defined in the example below.

The Core PAS is defined as a service and also broken down into its constituent modules. Both can be measured but are mutually inclusive. That is, the Unavailability of the core PAS might in itself create a service credit, however this would not then be cumulative with the unavailability of each particular module that constitutes the core PAS

The service availability definitions and service credit regime are defined as follows:-

	Unavailability - Each Incident (Minutes)			
	0-30	31-90	91-180	181+
Points for Unavailability	0	1	3	5

Each incident of Unavailability is awarded a points total as above.

Module specific service credits. In any 1 month any periods of service module unavailability that incur a point's total of 5 creates a service credit of 2% of the monthly charge applicable to that service module. A total of 6 points and above incurs a maximum service credit of 5% of the monthly charge applicable to that to that service module.

Service credits across all Modules. The points associated with measured unavailability of each service module will be accumulated each month. Where the average accumulated across all service modules is between 10 and 15 points a credit of 2% of the monthly service charge will be applied. An average over 15 points will create a credit of 5% of the monthly service charge.

The total of the module specific service credits and service credits across all modules will not exceed a total service credit of 5% of the monthly service charge.

Example

System Availability

	Non Availability each incident (Minutes)				Total Points	Service Credit %	Service Charge £	Service Credit £
	0-30	31-90	91-180	181+				
Points for non availability	0	1	3	5				
Service: Monthly Measure	0-30	31-90	91-180	181+	Total Points	Service Credit %	Service Charge £	Service Credit £
MODULE								
Core PAS: comprising:-	2	0	0	0	0	0	100	
ADT	0	1	0	1	6	5%	100	5
MPI	0	1	0	0	1	0	100	
Waiting List	0	1	0	0	1	0	100	
Outpatients	0	1	0	0	1	0	100	
MRT	0	0	1	0	3	0	100	
Order Comms/ Results Reporting	0	0	0	0	0	0	100	
A&E	0	0	0	0	0	0	100	
Maternity	0	0	0	0	0	0	100	
Total Number of Incidents	2	4	1	1	8			
Total Number of Points	0	4	3	5	12			
Total Service Credit					2%			
Total Service Charge					900			
Service Credit £					18			
Total Monthly service credit (not to exceed £45)					23			
Service: Quarterly Measure	0-30	31-90	91-180	181+				
Core PAS:	2	2	0	0				
ADT	0	1	2	1				
MPI	0	1	0	0				
Waiting List	0	1	0	0				
Outpatients	0	1	0	0				
MRT	0	0	0	0				

Service:	0-30	31-90	91-180	181+
Quarterly Measure				
Order Comms/ Results Reporting	0	0	0	0
A&E	0	0	0	0
Maternity	0	0	0	0

Quarterly module service credits. In addition, the Unavailability of a service module will be measured for each discrete and consecutive quarter (three calendar months) with the same failure points and service credits applying. In the event that a quarterly accumulation of unavailability for the service modules of between 10-15 points is incurred, a further 2% service credit of the monthly charge for that module shall be incurred by the Contractor. A quarterly accumulation of greater than 15 points will produce a full 5% credit of the monthly charge for that module. This measure will take place each quarter and the total credit will be limited to 5% of the total monthly charge for the applicable module.

ANNEX 2

Service Element 2 - System Response Times

For Service Element 2, the time for the Set of test transactions of a module should fall within the relevant Response Times for the module. The Service Target for all Response Times is between 95 - 100%. Failure to remain within the Service Target for a module, as deduced from the performance of a test Set, shall result in the Contractor incurring one failure point per module by test Set.

Module specific service credits. Where the total failure points awarded against a module is 2 points in any month a service credit of 2% of the monthly service charge for that module will apply.

Service credits across all modules. Where the total of accumulated failure points across all modules in any month exceeds 12 points, a service credit of 5% of the monthly service charge shall apply.

Quarterly module service credits. Each discrete and consecutive Quarter (three consecutive calendar months), where the performance outside the Service Target of any service module accrues a total of greater than 8 points a 5% service credit against the next months monthly charge shall apply.

Where the total accumulated points across all modules in a Quarter measured is greater than 40 a 5% service credit against the monthly service charge shall apply.

The total credit available in any month is 5% of the monthly service charge.

Timings in Seconds - Response Times

Service:

Monthly Measure Search Select Register Amend

Modules

Core PAS:

comprising:-

ADT	4	3	7	5
MPI	5 to 3	3	7	5
Waiting List	0	3	7	5
Outpatients	5 to 3	3	7	5
MRT	5 to 3	3	7	5

