



LEICESTERSHIRE HEALTH INFORMATICS SERVICE (LHIS)

GWENDOLEN HOUSE

GWENDOLEN ROAD, LEICESTER LE5 4QF

TERMS AND CONDITIONS

CLOUD COMPUTING SERVICES

VERSION 1.1



## 1. Definitions and Interpretations

In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with Clause 8

**Commencement Date:** has the meaning set out in Clause 3.

**Contract:** the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

**Customer:** the person or firm who purchases Services from the Supplier.

**Deliverables:** the deliverables set out in the Order produced by the Supplier for the Customer.

**Environmental Information Regulations** means the Environmental Information Regulations 2004 together with any guidance or codes of practice issued in relation to such legislation;

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance or codes of practice issued in relation to such legislation.

**G-Cloud Framework Agreement** means the framework agreement between the Supplier and the Minister of the Cabinet Office under which the Supplier is authorised to provide certain cloud services.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Lot 1 Services:** means those services that the Supplier has been appointed to provide under Lot 3 of the G-Cloud Framework Agreement, as described in the Supplier's Service Description.

**Lot 2 Services:** means those services that the Supplier has been appointed to provide under Lot 3 of the G-Cloud Framework Agreement, as described in the Supplier's Service Description.



**Lot 3 Services:** means those services that the Supplier has been appointed to provide under Lot 3 of the G-Cloud Framework Agreement, as described in the Supplier's Service Description.

**Lot 4 Services:** means those services that the Supplier has been appointed to provide under Lot 4 of the G-Cloud Framework Agreement, as described in the Supplier's Service Description.

**Order:** the Customer's order for the Services as set out in the order form in writing.

**Request for Information:** means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.

**Service Description:** means the description of the cloud services the Supplier can provide for each lot it has been appointed to under the G-Cloud Framework Agreement.

**Services:** the Lot 1 Services, Lot 2 Services, Lot 3 Services and/ or Lot 4 Services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Order.

**Specification:** the Services as specified in the Order.

**Supplier:** Leicestershire Health Informatics Service (LHIS) hosted by Leicestershire Partnership Trust (LPT) Gwendolen House, Gwendolen Road, Leicester, LE5 4QF

## 2. Construction

In these Conditions, the following rules apply:

- a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- a reference to a party includes its personal representatives, successors or permitted assigns;
- a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- any headings to Clauses and Schedules are for convenience only and shall not affect the meaning of these Conditions;
- the schedules form part of these Conditions and any reference to these Conditions includes the schedules; and



a reference to **writing** or **written** includes faxes and e-mails.

### 3. Basis of the Contract

The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

Any samples, drawings or descriptive matter issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of Thirty (30) Business Days from its date of issue.

### 4. Supply of Services

The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects and in a professional manner.

The Supplier shall use all reasonable endeavours to meet any dates specified in the Order, but time shall not be of the essence for performance of the Services.

The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill and in accordance with all applicable UK and European laws and regulations.



In respect of any Services that are Lot 1, 2 or 3 Services:

the Supplier shall provide such services subject to and in accordance with the provisions set out in Schedule 2 – call off terms, of the Framework Contract; and

in the event of any inconsistency between the provisions in the body of the Contract and the provisions of the service, the provisions in Schedule 2 – ‘Call off Terms’ shall prevail.

## 5. On-boarding

The on-boarding process typically consists of LHIS discussing customer requirements to determine:

- The scale and scope of the services.
- Identification of any migration requirements if applicable.
- Project structure and organisation.
- Legislative, reporting and documentation requirements.
- The likely duration of the customer’s project.
- LHIS will advise on best practice and offer lessons learned as appropriate.

## 6. Off-Boarding

In the rare event that a customer decides to end its requirement for LHIS services, LHIS will work professionally with the customer to transition its arrangements with the minimum of disruption. Where this requires a substantial commitment LHIS reserves the right to charge for this service.

## 7. Customer Obligations

The Customer shall:

ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;

comply with any obligations or responsibilities set out in the Order;

co-operate with the Supplier in all matters relating to the Services;

provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer’s premises, office accommodation and other facilities as reasonably required by the Supplier;

provide timely access to the Customer’s key personnel to facilitate the provision of the Services;



provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

ensure that any of its premises that need to be accessed for the supply of the Services are kept clean, tidy and properly secure at all times;

provide the Supplier with copies of any policies, rules, procedures or other information relating to matters such as health and safety and security that are relevant to individuals working on the Customer's premises;

obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and

keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and shall be relieved it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in section 5; and

the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

## 8. Charges and Payment

The Charges for the Services shall be on a time and materials basis:

the Charges shall be calculated in accordance with the Supplier's daily fee rates, as set out in section 17 and/ or as agreed by the Supplier and the Customer in writing;

the Supplier's standard daily fee rates for each individual are calculated on the basis of a seven and a half hour day (exclusive of travel and lunch) from 9.00 am to 5.00 pm, the Supplier's normal hours of working, worked on Business Days; and





the Supplier's premium daily fee rates, as set out in section 15, shall apply to any work carried out on a Business Day outside of the Supplier's normal hours of working; and

the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses and subsistence.

The Supplier reserves the right to increase its daily fee rates annually, to take account of inflation.

The Supplier shall invoice the Customer quarterly or annually, typically in advance.

The Customer shall pay each invoice submitted by the Supplier:

within thirty (30) days of the date of the invoice; and

in full and in cleared funds to a bank account nominated in writing by the Supplier, and

time for payment shall be of the essence of the Contract.

All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

## 9. Intellectual Property Rights

All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

All Supplier Materials are the exclusive property of the Supplier.

## 10. Confidentiality



A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

Section 8 shall not apply to any information which:

- is in or enters the public domain other than by breach of this Clause or any other actions or omissions of the Receiving Party;
- is obtained from a third party who is lawfully authorised to disclose such information;
- is authorised for release by the prior written consent of the Disclosing Party;
- is required to be disclosed pursuant to a legal obligation, including any requirement for disclosure under the FOIA or the Environmental Information Regulations.

## 11. Freedom Of Information

Each party acknowledges that the other party is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the other party to enable that party to comply with its information disclosure obligations.

Each party shall:

- where it receives a Request for Information under FOIA relating to the Contract, liaise with the other party as to the contents of any response before a response is issued and promptly provide a copy of the request and any response to the other party;
- provide the other party with a copy of all information relevant to a Request for Information in its possession or control within five (5) Business Days (or such other period as the other party may specify, acting reasonably) of the other party's request;
- provide all assistance reasonably requested by the other party to enable that party to respond to a Request for Information within the time for compliance prescribed by the FOIA and/or the Environmental Information Regulations.

## 12. Limitation of Liability

Nothing in these Conditions shall limit or exclude the Supplier's liability for:





death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

fraud or fraudulent misrepresentation; or

breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

Subject to section 10:

the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

subject to any financial limits specified in the Order, the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, in any year of the Contract, shall in no circumstances exceed a sum equal to 125% of the total Charges payable by the Customer in the year of the Contract in which the liability arises, as calculated as at the date of the event giving rise to the claim under consideration.

The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

### 13. Dispute Resolution

Any disputes or differences arising in relation to the Contract shall be referred in the first instance to:

the allocated Customer Relationship Manager of the Supplier; and

the Customer employee responsible for the day-to-day management of the Contract on behalf of the Customer.

If the persons identified above are unable to resolve the dispute or difference, it shall be referred to:

the Service Delivery Manager of the Supplier; and

the equivalent senior manager of the Customer;

who shall meet and attempt to settle the dispute, in good faith, within 20 Business Days.

If the persons appointed above are unable to resolve the dispute within 20 Business Days then the parties shall submit the dispute to mediation by the Centre for Effective Dispute Resolution (**CEDR**) under the Model Mediation Procedure and if, under the



Model Mediation Procedure the parties do not agree as to the mediator nominated by CEDR then CEDR shall in its discretion appoint a mediator.

To initiate mediation, either party may give notice in writing (**a Mediation Notice**) to the other requesting mediation of the dispute and shall send a copy thereof to CEDR asking them to nominate a mediator. The mediation shall commence within thirty (30) days of the Mediation Notice being served. Neither party will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one hour. Thereafter paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the parties). Neither party through mediation will commence legal proceedings against the other until thirty (30) days after such mediation of the dispute in question has failed to resolve the dispute. The parties will co-operate with any person appointed as mediator providing him with such information and other assistance as he shall require and will pay his costs, as he shall determine or in the absence of such determination such costs will be shared equally.

In no event shall the provisions of this prevent either party from seeking interim relief in respect of any dispute or difference.

#### 14. Termination

Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within [thirty (30)] days of that party being notified in writing of the breach;

- the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

- the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

- a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- the other party (being an individual) is the subject of a bankruptcy petition or order;



- a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
- an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events detailed in this section
- the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer undergoes a change of control (with “control” as defined by Section 450 of the Corporation Tax Act 2010).

Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party [six months'] written notice.

Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to adhere to the conditions outlined in this document or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

## 15. Consequences of Termination

On termination of the Contract for any reason:



the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## 16. General

### Force majeure:

For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

If the Force Majeure Event prevents the Supplier from providing any of the Services for more than twelve (12) weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

### Assignment and subcontracting:

Subject to the above, the rights and obligations granted in or arising under the Contract are personal to such party and may not be assigned, transferred or dealt with in any other manner without the prior written consent of the other party, not to be unreasonably withheld or delayed.

The Supplier may sub-contract any of its obligations under the Contract to any third party or agent. Any sub-contract entered into by the Supplier shall not relieve it from its obligations under the Contract.



**Notices:**

Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number or sent by e-mail to any e-mail address specified in the Order.

Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 10.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission or if sent by e-mail, on acknowledgement of receipt.

This Clause shall not apply to the service of any proceedings or other documents in any legal action.

**Waiver:**

A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

**Severance:**

If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**Further assurance**



Each party shall, and shall use reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the Contract.

No partnership:

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

Third parties:

A person who is not a party to the Contract shall not have any rights under or in connection with it.

Variation:

Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed on behalf of both parties.

Governing law and jurisdiction:

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.





## 17. Standard Daily Rates

	1. Follow	2. Assist	3. Apply	4. Enable	5. Ensure/Advise	6. Initiate/Influence	7. Set Strategy/Inspire
Cloud I.T Security Consultancy					£500	£600	£700
Application / System Development				£400	£500	£600	£700
Web Development				£400	£500	£600	£700
Clinical System Development					£500	£600	£700
Registration Authority Agent		£200	£300	£400			
Service Desk Analyst		£200	£300	£400			
Service Desk Engineer			£300	£400			
Locality Engineer			£300	£400			
Technical / Infrastructure Engineering			£300	£400	£500	£600	
Project Management				£400	£500	£600	
Change Management				£400	£500	£600	
Training			£300	£400	£500	£600	
Technical Project Management				£400	£500	£600	
Technical Programme Management				£400	£500	£600	£700
Business Intelligence				£400	£500	£600	£700
Data Warehousing				£400	£500	£600	£700
Systems Integration				£400	£500	£600	£700
Cloud Migration Services				£400	£500	£600	£700
Cloud Business Development				£400	£500	£600	£700
Cloud Strategy Development					£500	£600	£700

The rates above are exclusive of VAT at the prevailing rate.



## 18. Premium Rates

Premium rates applied for work outside the suppliers usual hours or business

Premium Rates	Percentage increment on daily fee rates
Premium rates applied to rates for additional weekday hours outside the Suppliers usual hours of business provided for in clause 5.1(b)	125%
Premium rates applicable to work carried out at weekends	150%
Premium rates applicable to work carried out on Bank Holidays	150%



## 19. Service Description

LHIS shall have no obligations under a contract or service level agreement during any period in which the Customer is in material breach of its Agreement with LHIS, including any period in which the Customer has failed to meet its payment obligations thereunder.

1. Availability. LHIS shall use commercially reasonable endeavours to make the Services available 24 hours a day, 7 days a week for 99% of the time in any calendar month, except for (a) scheduled maintenance works (which, to the extent practicable, will be undertaken outside of normal UK business hours (Monday-Friday 08:30-17:30) and for which LHIS will provide at least 48 hours advance notice to Customer); or (b) any unavailability caused by circumstances beyond LHIS's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving LHIS employees), Internet service provider failures or delays, or denial of service attacks
2. Telephone Hotline Support. During the LHIS Telephone Support Business Hours listed below (Monday through Friday, UK public holidays excepted), LHIS shall provide to Customer technical assistance by telephone with the connection, access to and use of the Service. Telephone Support Business Hours: 08:30 to 17:30 UK time.
3. Data Backup and Archive. LHIS shall put in place a back-up schedule and perform scheduled back-ups and provides routine and emergency data recovery. The current back-up schedule includes weekly full back-ups and daily differential back-ups. In the event of data loss occurring as part of normal operations, then LHIS shall provide restoration of the most recent data backup (and, as far as is practical, subsequent transactions) as a matter of priority and at no cost to the Customer. In the event of data loss being caused by the Customer, LHIS shall provide recovery services as part of professional consulting services subject to LHIS's then current rates for professional consulting services, to try to restore the most recent back-up. In the event of any other loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for LHIS to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by LHIS in accordance with its then current archiving procedure.



## 20. Standard Support Hours

Core Service Desk Hours:

7.00am – 8.30pm - Monday to Friday.

8.00am – 1.00pm - Saturdays

Incidents can be logged on a 24-hour basis via the self-service portal, but we will only be required to respond during the Telephone Support Business Hours.

24-hour incident logging is available via the self-service portal and / or LHIS shop via <https://hisservicedesk.leicestershire.nhs.uk>

Core Availability:

9.00am – 5.00pm - Monday to Friday

Out of Hours Cover (for out of hours services only):

27 / 7 - Monday to Sunday



## 21. Response and resolution targets

We will use commercially reasonable endeavours to reach the following response target times:

	Criticality							
	1 - Critical	2 - Very High	3 - High	4 - Medium	5 - Low	6 - Service Request	7 - User Accounts	8 - New Equipment
Impact (users)								
1 - Entire Business Unit	1	1	2	2	4	6	7	8
2 - Multiple Sites	1	1	2	3	4	6	7	8
3 - Entire Site	1	2	2	3	4	6	7	8
4 - Entire Function (or Service/System)	1	2	2	3	4	6	7	8
5 - Partial Function (or Service/System)	1	2	3	3	4	6	7	8
6 - Partial Site	1	2	3	3	4	6	7	8
7 - Single User	2	2	3	4	5	6	7	8
8 - No User Affected	2	3	3	4	5	6	7	8

**Criticality**

1 - Critical - Direct impact to patient care

2 - Very High - Total loss of productivity with no alternative

3 - High - Total loss of productivity with alternative

4 - Medium - Partial loss of productivity

5 - Low - No loss of productivity

6 - Service Request - Quotation/Information Request

7 - User Accounts - Creation/Migration/Amendment/Deletion

8 - New Equipment

**Severity**

1 - Severity 1

2 - Severity 2

3 - Severity 3

4 - Severity 4

5 - Severity 5

6 - Service Request

7 - User Accounts

8 - New Equipment

### Response Times

Severity	Standard Response Times
1	8 Working Hours
2	16 Working Hours
3	24 Working Hours
4	40 Working Hours
5	10 Working Days
6	5 Working Days
7	5 Working Days
8	20 Working Days (from receipt into installation)

### GPSoc Response Times (GP Systems of Choice contract - Affects Patient Care)

Severity	Standard Response Times
1	3 Working Hours
2	8 Working Hours
3	27 Working Hours
4	40 Working Hours
5	10 Working Days
6	5 Working Days
7	5 Working Days
8	5 Working Days (from receipt into installation)

## 22. Priority definitions

Severity 1	Critical	All or significant functionality unavailable, causing a significant operational impact where it affects an entire business unit.
Severity 2	Very High	Total Loss of productivity with no alternative.
Severity 3	High	Total Loss of productivity with some alternative
Severity 4	Medium	Partial Loss of Productivity
Severity 5	Low	No Loss of Productivity
Severity 6		Service Request
Severity 7		User Accounts Request
Severity 8		New Equipment

## 23. SLA Incident Tracking

The Service Levels start when the Incident is moved to the Open state. If your Incident is urgent please call the Service Desk on 0116 295 3500.

An alternative to logging or checking on the progress of a support call / incident and requests is via the self-service portal and / or LHIS shop via <https://hisservicedesk.leicestershire.nhs.uk>

The Support email box will be checked every 4 hours during Telephone Support Business Hours as a minimum. All Incidents received into the mail box will be logged within 1 hour from checking. **NB** All urgent Incidents to be logged by phoning the Service Desk on 0116 295 3500.

A response is defined as our acknowledgement of the Incident with an update on the progress.

A resolution is defined as identifying and advising the Customer User of the steps to resolve or supplying the next release. If no response is received from the Customer after three attempts to contact the Customer the Incident will be marked as resolved.

The customer has 3 working days to notify LHIS if the call has not been resolved before it is closed.

If the issue is possibly related to environmental issues we will at all times endeavour to help you resolve such issues. In this case the resolution will consist of providing an opinion as to the likely causes of the problem and suggestions on remedial action to you.

## 24. Metrics

Key Performance Indicator (KPI's) reports are available from LHIS upon request.

## 25. LHIS escalation process

The following are notified when the 'to breach' time equals:

25% Owner of Incident and Service Desk Team Leader, First Line Support Manager and Service Delivery Manager

75%: Owner of Incident and Service Desk Team Leader, First Line Support Manager and Service Delivery Manager

90%: Owner of Incident, Incident Owners Line Manager and Service Desk Team Leader, First Line Support Manager and Service Delivery Manager

100%: Owner of Incident, Incident Owners Line Manager and Service Desk Team Leader, First Line Support Manager and Service Delivery Manager





## 26. Escalation and Complaints Procedure

Should you experience difficulty with any of the LHIS services or products, the clients call can be escalated in the following manner below. This may occur at the client's request, or automatically, controlled by LHIS to ensure a timely resolution.

Escalation	Job Description	Current Staff Member	Contact Telephone	Email
1	Service Desk Analyst Team Leader	Sandip Kaul	0116 295 3500	<a href="mailto:Sandip.kaul@leics-his.nhs.uk">Sandip.kaul@leics-his.nhs.uk</a>
2	Technical Support Team Leader	Gurtej Brar	0116 295 1314	<a href="mailto:Gurtej.brar@leics-his.nhs.uk">Gurtej.brar@leics-his.nhs.uk</a>
3	First Line Support Manager	Steve Fox	0116 295 2346	<a href="mailto:Steve.fox@leics-his.nhs.uk">Steve.fox@leics-his.nhs.uk</a>
4	Customer Relationship Manager team	Zubeir Patel Julie Jones	0116 295 2163 0116 295 1313	<a href="mailto:Zubeir.Patel@leics-his.nhs.uk">Zubeir.Patel@leics-his.nhs.uk</a> <a href="mailto:Julie.jones@leics-his.nhs.uk">Julie.jones@leics-his.nhs.uk</a>
5	Service Delivery Manager	Sarah Ost	0116 295 1322	<a href="mailto:sarah.ost@leics-his.nhs.uk">sarah.ost@leics-his.nhs.uk</a>
6	Head of Informatics	Ian Wakeford	0116 295 2345	<a href="mailto:ian.wakeford@leics-his.nhs.uk">ian.wakeford@leics-his.nhs.uk</a>

If you feel that there is a matter that requires attention via the formal complaints procedure, please write formally to:

Post / Internal Mail	Complaints Leicestershire Health Informatics Service(LHIS), Gwendolen House Gwendolen Road, Leicester, LE5 4QF
Email	<a href="mailto:complaints@leics-his.nhs.uk">complaints@leics-his.nhs.uk</a>

The standard response time to any formal complaint made to Leicestershire Health Informatics Service is 14 working day