

HSCN Obligations Framework – Migration Addendum

Version 1.0

Document management

Revision History

Version	Date	Summary of Changes
V0.1	11/09/2017	First draft
V0.2	07/10/2017	Second draft with migration and commercial comments for review
V0.3	12/10/2017	Updated draft following internal review
V0.4	13/10/2017	Final draft for internal review
V1.0	18/10/2017	Version sent to PMPB for approval

Reviewers

This document must be reviewed by the following people:

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1 Glossary

In this Migration Addendum, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this paragraph 1 (Glossary). If a capitalised expression does not have an interpretation in this paragraph 1 (Glossary), it shall have the meaning given to it in the HSCN Obligations Framework.

Term	Definition
"Aggregated Procurement" or "AP"	means a procurement run by Crown Commercial Service on behalf of a number of consumer organisations which is cited as an Aggregated Procurement in the RfP documentation
"HSCN Migration Guidance"	means the document titled HSCN Migration Guidance as updated from time-to-time, the latest version of which is available for review in the 'HSCN Migration Documents' section of the HSCN website: https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers
"Prioritisation Change"	means as defined in paragraph 3.2.1
"HSCN Connection Migration Priority"	Means the priority allocated to each connection within the ITT for an Aggregated Procurement, where 1 is the highest priority.
"Tender Documentation"	means any document or statement provided by a HSCN Supplier in response to a commercial opportunity relating to HSCN Connectivity Services, including but not limited to a response to an Invitation to Tender

2 Document Overview

2.1 Purpose of Document

This document details certain migration requirements that Consumer Network Service Providers (CNSPs) must adhere to. The requirements listed in this document are put forward to provide clarity about the role of each stakeholder during migration and to ensure a consistent approach across all migrations to HSCN. In addition, the HSCN Authority has included some provisions that relate to Aggregated Procurements such that it can effectively monitor adherence to the migration rates committed to by the successful CNSP and take action under the CNSP Deed if issues arise.

2.2 Related Documents

This document should be read in conjunction with the following:

- HSCN Solution Overview
- HSCN Operational Design Overview
- HSCN Obligations Framework
- CN-SP Deed
- HSCN Mandatory Supplemental Terms
- HSCN Compliance Operating Model.

These documents can be found in the 'HSCN Compliance Documents' section of the HSCN Website: <https://www.digital.nhs.uk/health-social-care-network/connectivity-suppliers>

3 Migration requirements

3.1 General migration requirements

- 3.1.1 The HSCN Supplier shall ensure that migration to any HSCN Connectivity Service is performed in accordance with the processes set out in the HSCN Migration Guidance.
- 3.1.2 The HSCN Supplier shall ensure that it complies with any obligation placed upon it in the HSCN Migration Guidance.
- 3.1.3 Any breach of paragraph 3.1.1 and / or paragraph 3.1.2, or any of the requirements identified in such paragraph(s), by the HSCN Supplier or any of its Material Sub-contractors will be deemed a breach of the CN-SP Deed by the HSCN Supplier and, in the event of such breach, the HSCN Authority reserves the right acting reasonably to exercise any of the rights available to it under the CN-SP Deed.

3.2 Re-prioritisation of migration process

- 3.2.1 The HSCN Supplier and HSCN Authority acknowledge and agree that following award of an Aggregated Procurement, requests for amendments may need to be made to the agreed prioritisation of migration activities (such amendment to be a "**Prioritisation Change**") and that in such circumstances the procedure set out in this paragraph 3.2 shall be followed. The HSCN Authority expects such requests to be infrequent, for example in a scenario where the amendment would enable it to close down central infrastructure more efficiently.
- 3.2.2 The HSCN Authority may request a Prioritisation Change which it shall initiate by issuing a notice of such proposed change to the HSCN Supplier.
- 3.2.3 The HSCN Supplier following receipt of the notice to make a Prioritisation Change shall reasonably consider (liaising with any HSCN Consumer(s) as appropriate) the potential impact of the proposed Prioritisation Change (having regard to paragraph 3.2.5) and notify the HSCN Authority of its decision to approve or reject the request.
- 3.2.4 Where the request to make a Prioritisation Change is approved, the HSCN Supplier shall ensure that any affected HSCN Consumer Contract is updated to reflect the agreed change.
- 3.2.5 The HSCN Supplier acknowledges and agrees that it is expected to approve such each request for a Prioritisation Change, unless it can demonstrate to the HSCN Authority that it (or any HSCN Consumer(s)) would experience an adverse impact should the request be approved.

3.3 Aggregated Procurement migration requirements

- 3.3.1 Where the HSCN Supplier is delivering HSCN Connectivity Services pursuant to an Aggregated Procurement, it shall in addition to the requirements referred to in paragraph 3.1 ensure that the migration to such HSCN Connectivity Services is performed in accordance with the requirements set out in this paragraph 3.3.
- 3.3.2 Where a target month by month migration run rate has been articulated by the HSCN Supplier in the Tender Documentation relating to an Aggregated Procurement, the Supplier shall ensure that:
- 3.3.2.1 the month by month migration run rate is met throughout the migration phase; and
 - 3.3.2.2 all of the migrations ordered under an Aggregated Procurement have completed by the end of the month they should have been completed had the specified run rate been achieved.
- 3.3.3 The Supplier shall ensure that, based on the HSCN Connection Migration Priority, each of the following metrics are met throughout the migration phase:
- 3.3.3.1 80% of the top 25% of priority HSCN connection migrations are completed (or are forecast by the HSCN Authority to be completed) by the date specified by the HSCN Supplier in the Tender Documentation in respect of the top 25% of priority migrations;
 - 3.3.3.2 85% of the top 50% of priority HSCN connection migrations are completed (or are forecast by the HSCN Authority to be completed) by the date specified by the HSCN Supplier in the Tender Documentation in respect of the top 50% of priority migrations;
 - 3.3.3.3 90% of the top 75% of priority HSCN connection migrations are completed (or are forecast by the HSCN Authority to be completed) by the date specified by the HSCN Supplier in the Tender Documentation in respect of the top 75% of priority migrations; and
 - 3.3.3.4 95% of the top 90% of priority HSCN connection migrations are completed (or are forecast by the HSCN Authority to be completed) by the date specified by the HSCN Supplier in the Tender Documentation in respect of the top 90% of priority migrations.
- 3.3.4 Any breach of paragraph 3.3.2 and / or paragraph 3.3.3, or any of the requirements identified in such paragraph(s), by the HSCN Supplier or any of its Material Sub-contractors will be deemed a breach of the CN-SP Deed by the HSCN Supplier and, in the event of such breach, the HSCN Authority reserves the right to exercise any of the rights available to it under the CN-SP Deed. As per the terms of the CN-SP Deed, the HSCN Supplier must notify the HSCN Authority of any such breach.
- 3.3.5 The metrics listed in paragraph 3.3.3 are incorporated to ensure that the HSCN Authority is notified of failures to migrate the HSCN connections according to their priorities across the entirety of the migration and for ~25% increments. For example, an HSCN Supplier could migrate the top 25% of priority HSCN migrations to target, but fail to deliver the top 50% of priority HSCN migrations to target because following completion of the top 25% the migration rate falls below that forecast for the subsequent migrations. They could then achieve the top 75% of priority HSCN migrations to target because the migration rate increased sufficiently to recover the shortfall at 50% and to achieve those required for the top 75%.

3.3.6 The metrics listed in paragraph 3.3.3 are expressed as X% of the top Y% where X is less than 100% in recognition of the fact that factors outside the HSCN Supplier's control may impact the migration of HSCN connections (e.g. HSCN Consumers not placing some orders).