Incident Management Obligations

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# Introduction

This document provides direction to the Supplier with regard to the assessment and allocation of Severity Levels to Incidents. The requirements and obligations set out in this document apply to all Type 2 Catalogue Solutions.

This document forms part of the Service Management Standard components applicable to the Digital pathways Framework (DPF).

The Catalogue Authority reserves the right to change, update and re-issue this document to suppliers by following the mechanisms referred to in clause 21 of the Catalogue Agreement.

In the event that the Supplier is unsure or unclear of any aspect of the content or interpretation of this document then the Supplier must contact the Catalogue Authority for clarification.

Nothing in this document replaces the obligations on the Supplier to manage and support the services effectively in collaboration and communication with their Service Management Agents. Its purpose is:

* to assist in standardising how high severity Incidents are defined and managed; and
* to define how the Supplier is required to interact with the Catalogue Authority and other suppliers with regard to the management and resolution of high severity Incident.

Unless defined herein, capitalised terms in this document shall have the meanings ascribed to them in the Catalogue Agreement, the Digital pathways Framework (DPF). Agreement, DPF Call Off Agreement, Service Management Standard or ITIL V4 (or successor) in that order of precedence.

# Incident Severity Level definition

The Supplier shall define and utilise Incident severity level guidelines for each of their Catalogue Solutions which align to the Incident Severity Level descriptions set out in the table below (where 1 is the highest Severity Level) and which are appropriate to the Supplier’s scale of Service Recipients, business criticality and technical architecture. The Supplier shall provide their proposed Incident severity level guidelines to the Catalogue Authority for review and approval (such approval not to be unreasonably withheld) via the standard compliance testing regime as conducted in accordance with the stage 3 of the Catalogue Onboarding Process ancillary document.

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| **Severity Level** | **Description**  |
| **1 or 2** (the allocation of level 1 or 2 is to be proposed in the Supplier’s Incident severity level guidelines) | The Incident falls within the scope of one or more of the following:* the Incident is classified with a clinical risk rating of 4 or 5 (in accordance with the DCB0129 guidance);
* the Incident will, or is highly likely to, result in a material disruption to the Catalogue Solution provided to Service Recipients and/or Consumer Suppliers (for example, due to a significant loss of availability and/or materially reduced system responsiveness); and/or
* the Incident will, or is highly likely to, result in a material security breach and/or a material breach of the information governance provisions.
 |
| **Lower than 2** | Allocation of Incident Severity Levels below 2 are for determination by the Supplier (acting reasonably) and shall not be subject to compliance testing by the Service Management Agent. |

# High Severity Service Incident

Any Incident (including any linked Incidents) where the Severity Level is classified by the Supplier (and as agreed with the Catalogue Authority) as either Severity Level 1 or Severity Level 2 shall be treated and logged as an High Severity Service Incident (each an “**HSSI**”).

The Supplier shall report all HSSIs by telephone to the Catalogue Authority’s Service Bridge within 20 minutes of identification. By agreement between the Supplier and the Catalogue Authority (acting reasonably).

# Incident management related obligations

### General

The Supplier must manage Incidents in accordance with good industry practice.

Where an Incident is reported to the Supplier by another supplier, the Supplier shall (in the Supplier's Incident log) record the reporting party's Incident log number. The Supplier will review the relevant report and if it agrees that an Incident has occurred (and that responsibility properly sits with the Supplier) then it will determine the appropriate Severity Level in accordance with the process set out above and, in respect of any HSSI, the Supplier will update the reporting party on a regular basis until the relevant Incident has been Resolved.

The receiving supplier is responsible for accepting and logging the Incident from the referring supplier subject to such acceptance and logging meeting the relevant supplier’s Minimum Data Set. The Supplier is responsible for the timely referral of Incidents which it determines are the responsibility of another supplier to the appropriate Service Desk of the relevant supplier(s).

The Supplier shall ensure that appropriate monitoring is in effect in respect of the Services it is providing. In the event of an Incident not being raised, the Supplier shall raise a retrospective Incident as soon as they become aware of the relevant Incident.

The Supplier is permitted to link Incidents if multiple Incidents are reported for the same issue, in accordance with good industry practice.

### Resolution time measurement

The Resolution Time of Severity Level 1 and 2 Incidents shall be measured continuously throughout Core Hours and Non-Core Hours.

Incidents lower than Severity Level 2 are only measured during Core Hours.

In relation to Incidents with a Severity Level lower than 2, in the event that the Supplier became aware of the Incident in Non-Core Hours, the Resolution time of the Incident shall only start to be measured when Core Hours next recommence. In the same circumstances, the Resolution time of Severity Level 1 or 2 Incidents would start as soon as the Supplier became aware of the same.

### HSSI Reporting

Upon closing an HSSI, the Supplier must complete an HSSI Report and send it to the Catalogue Authority National Service Bridge, email to servicebridge@nhs.net within 5 Working Days of the closure date of the HSSI. A template copy of the HSSI Report is provided separately in file “HSSI Report Template”.

### Data correction

If an Incident arises that results in the need for corrective action to be undertaken on data held within another supplier’s system, then where the Supplier has deemed this appropriate and the other supplier is governed by the Catalogue Agreement, the supplier that provided the Defective Data that needs correcting shall be responsible for undertaking the necessary corrections (and any receiving suppliers shall co-operate and provide reasonable support in respect of any such corrective activities).

Where the Incident is deemed (by the Supplier) to have (or is reasonably likely to have) a material clinical or IG impact and there is a consequence or possibility of the data transferring between suppliers (being themselves subject to the terms of the Catalogue Agreement and related standards), then the supplier that provided the Defective Data must contact such downstream supplier(s) and transfer ownership or work in partnership with that downstream supplier to resolve. Please note the supplier that provided the Defective Data shall still be deemed responsible unless ownership transfer is agreed with another supplier. All suppliers (including the Supplier) must cooperate and support corrective and reconciliation activities as reasonably required.

### Incident re-occurrence

If after a Severity 1 or 2 Incident has been held to be Resolved, it is later established that the relevant Incident was not actually Resolved or the same Incident reoccurs within 3 (three) hours of being originally Resolved, then the relevant Incident will be deemed not to have been Resolved in the first place and the Resolution Time of the Incident will be deemed to be ongoing (from the time that the relevant Incident is held to either not have been Resolved or it reoccurs) until the Incident is actually Resolved. The Resolution Time measurement will include the time period that the Incident was temporarily Resolved and/or the time period that the Supplier believed that the Incident was Resolved (as the case may be).

### External Incident notifications

With the objective of facilitating the effective management of service disruptions across the NHS:

* Where the Supplier becomes aware of a material incident that is not due to an issue with the services they provide, but is potentially due to a service that the Catalogue Authority has oversight of or contracts for, the Supplier shall notify the Catalogue Authority’s National Service Bridge of the relevant incident.
* Where the Catalogue Agent becomes aware of a material incident that potentially has a material impact on the Service Recipients of the Supplier, the Catalogue Authority shall notify the Supplier of the incident and shall keep it appraised of progress with resolution.
* Where the Catalogue Authority determines, acting reasonably, that the Supplier can contribute to the resolution of a material incident that is not directly attributable to an issue with the Supplier’s services, the Supplier shall participate in multi-supplier calls in order to support the determination of incident allocation and/or resolution.

# High Severity Service Incident Minimum Data Set

### Initial notification

Suppliers must report HSSIs to the Catalogue Authority’s National Service Bridge on 0300 303 4333 – (24/7). When reporting the HSSI, the following minimum data set must be provided:

* **Suppliers Reference Number:** The incident reference number used by the supplier’s Incident Management tool.
* **The Time The Incident occurred:** The time the Supplier confirm the commencement time of the incident
* **Severity:** Is the Incident Severity 1 or Severity 2
* **The service / product affected:** The service or services impacted
* **Description:** Description of the incident as experienced at the time according to the MDS.
	+ *How the incident was detected (reported by user / monitoring alerted us etc*
	+ *Description of the component at fault.* – *as the Supplier recognise it at this stage (if available)*
	+ *Potential linked HSSIs (if a link can be made)*
	+ *Details of symptoms and Initial diagnosis*
	+ *Details of any workarounds or alternative working practices available (if available)*
	+ *Will the Supplier be attempting to replicate the issue (if known)*
	+ *Number of users affected (If Known)*
* **Impact:**What is the current known impact to the user(s). Any Clinical / Cyber Security / Information Governance implications/impact/risk.
* **Agree** next update time based on Severity
* ***Conference Calls -*** *Based on the severity and type of incident the Supplier may be asked to join a Catalogue Authority National Service Bridge Conference Call at short notice. The Catalogue Authority’s National Service Bridge will chair the call with the relevant Supplier & NHS Digital parties present. This will replace the formal update process as feedback will be taken on the calls.*
* ***Severity 1 & 2 Guidelines***

 **Severity 1**

 Initial call – within 20 minutes

 1st update – 1 hour

 Following updates – Every hour until resolved unless agree otherwise with the National Service Bridge

 **Severity 2**

 Initial call – within 20 minutes

 Following updates – Every 1.5 hours until resolved unless agree otherwise with the National Service Bridge

### Additional updates during the HSSI lifecycle

**The service / product affected Update:** The Supplier MIM should provide the Catalogue Authority’s National Service Bridge with a detailed progress update before or on a time agreed when the incident was first raised.

**Impact Update**

* Has the Impact changed? Is it more or less significant than first thought?

**Diagnosis Update:**

* Description of the component at fault – what is known at this point?
* Is there any update on details of any workarounds or alternative working practices available?
* Have the incident symptoms been replicated by the supplier and what have investigations so far shown?

**Further Updates**

* What further diagnostics has the Supplier tried – what steps have been taken so far – any ETA’s?
* Provide updates on any further information requests which the Catalogue Authority have requested. N.b. If the Catalogue Authority’s National Service Bridge request further info, the SUPPLIER should endeavour to gather this information and the Catalogue Authority’s National Service Bridge should be expected to clarify the reasons for needing this information if the Supplier MIM requires. This is so the MIM can articulate the request and the need for the information to the Technical Teams/SDMs.
* Attend Conference calls if invited by the Catalogue Authority’s National Service Bridge
* The Supplier shall raise Problems for the root cause of all HSSIs and shall, unless otherwise agreed with the Catalogue Authority acting reasonably, fix the Problem within 60 Working Days.
* The Supplier is required to participate in a the Catalogue Authority’s acting reasonably, National Service Bridge Post Incident Review (PIR) is discuss the Root cause analysis and further service improvements/Remediation activities required.