

CDS/ECDS TRANSLATION SERVICE PRODUCT SCHEDULE

TERMS

This Product Schedule (and the products and solutions detailed herein) is subject to the terms and conditions set out in LCC1090 Universal Master Service Agreement (**MSA**), available at <https://www.optum.co.uk/contracts-repository> (save where the relevant Optum Quote which references this Product Schedule specifies that any alternative or bespoke terms apply in respect of this Product Schedule), the MSA, this Product Schedule and the relevant Quote are collectively referred to as the “**Agreement**”.

1 SERVICE INTRODUCTION

The purpose of the Services is to provide a hosted bitwise client which receives CDS and ECDS submissions from a Customer in an agreed static format, in order that these submissions may be validated and messages meeting national guidelines can be sent on via the EDT/MESH client to the SUS+.

2 DEFINITIONS

In addition to the definitions used in the MSA, the following definitions shall apply to this Product Schedule:

CDS:	the NHS commissioning data sets enabling the reporting of secondary care activity;
ECDS:	the NHS commissioning data set for urgent and emergency care;
EDT:	electronic document transfer;
MESH:	the Message Exchange for Social Care and Health;
National Specification:	has the meaning given in Paragraph 3 below;
SUS+:	the NHS Secondary Uses Service.

3 THE SERVICES

The Services are to provide a hosted bitwise FTP client for the validation and submission to SUS+ of CDS/ECDS to meet the relevant national specifications set by NHS England (“**National Specification**”).

The Customer acknowledges that the National Specification for CDS/ECDS is determined by NHS England and may change from time to time. Accordingly, the Supplier may update or amend the specification of the Services to align with the then current National Specification. The Customer is responsible for making any relevant and necessary changes to its CDS/ECDS submission as a result of any change in specification of the Services and/or the National Specification.

The Customer may use a third party to generate its submission to the Services but shall remain responsible for the acts or omissions of such third party and for ensuring its submission is compliant with the National Specification and the Services.

3.1 CONFIGURATION SERVICES

Prior to the Services going live for the Customer:

- the Supplier will establish a folder structure in the hosted environment for the Customer and shall provide information concerning the relevant file specifications for the bitwise client; and
- the Customer will submit a test file conforming to the relevant current National Specification to the Supplier through the Services for validation. Should the test submission fail such validation, the Supplier will use its reasonable endeavours to work with the Customer to resolve any issues arising from the Customer's non-compliance with the National Specification.

3.2 Hosting Services

The Customer acknowledges that the Services are currently hosted by the Supplier but agrees that the Supplier may amend the Services to be hosted by an appropriate public cloud provider, at the Supplier's sole discretion. The Customer hereby gives all consent and approval for any such changes in hosting (from time to time).

The Supplier shall use its reasonable endeavours to ensure that the Services are available 24 hours a day, 7 days a week, but does not warrant that the Services shall be uninterrupted or error-free.

3.3 Support Services

The Supplier shall use its reasonable endeavours to resolve any issue with the Services raised by the Customer within 2 Working Days. The Customer acknowledges that the Supplier's support desk will be available between 9am and 5pm on Working Days.

The Customer will be aware that there are nationally mandated deadlines for the CDS/ECDS submission. It is the Customer's responsibility to ensure that its submission to the Services is made sufficiently and reasonably in advance of such deadlines to enable the Customer to provide the support set out in this Paragraph 3.3. The Customer will also be aware that the Services will receive a higher level of submissions from the Supplier's customers as such deadlines become closer and will appreciate that the Supplier may receive an increase in issues raised in relation to the Services and its customers' submissions at such times.

The Customer is responsible for scheduling its own submissions to the Services, but the Supplier recommends that the Customer makes its submission no less than 3 Working Days before any applicable deadline.

3.4 Data Protection

The parties acknowledge that the provision of the Services does not create a relationship of controller and processor (as defined in the Data Protection Legislation) and the Customer shall ensure that only properly anonymised clinical data is submitted pursuant to the Services. The parties shall comply with their obligations under the Data Protection Legislation in respect of any personal data provided by either party to the other in connection with the Services.

3.5 Subcontractors

The Supplier appoints the following subcontractors in respect of the Services:

Name of Sub-Contractor	Address of Sub-Contractor
NHS England – MESH and EDT clients.	1 Trevelyan Square, Boar Lane, Leeds, West Yorkshire, LS1 6AE
NHS England - Secondary Uses Service (SUS)	1 Trevelyan Square, Boar Lane, Leeds, West Yorkshire, LS1 6AE



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4 Fees

The Customer shall pay the Fees specified in the Quote for the Services. All Fees are non-refundable and subject to Indexation.