Service definition document – Fertility Consent

MD Consents Limited

www.mdconsents.com

6th March 2024

Framework: G-Cloud 14

These services are provided by MD Consents Limited, with company number 11040674 whose registered office is at Riverside House 2 Swan Lane , London, CC4R 3TT (Service Provider) to the organisation purchasing the services (Customer). Services are provided under a Terms of Business Contract (Contract) agreed between the Service Provider and Customer.

1. Services

Fertility Consent is a secure, online platform designed for fertility clinics and patients. Using the latest digital technology, Fertility Consent delivers a robust and efficient process to support clinics in managing the informed consent process, meeting the HFEA consent requirements and fulfilling the educational and consenting needs of patients.

The platform is provided via a Software as a Service (SaaS) model based on Microsoft Azure technologies, hosted in the UK.

The Service Provider will provide the Customer with:

■ A secure, branded portal in English (UK) for dissemination of information and managing the informed consent process.

■ A suite of template documents for the Customer to consider adopting as its Materials relating to medical and legal education matters to support patients or staff through the informed consent process.

■ Controlled access to the Platform for the Customer to add and maintain clinics and users.

■ A secure hosting environment in the UK for the portal and Customer's Materials.

2. Service availability

The Service is online 24 hours a day, 7 days a week, 52 weeks of the year with 99.9% availability, with the exclusion of planned and emergency system maintenance.

■ The Service Provider will use reasonable endeavours to ensure that such maintenance is carried out during off peak hours to minimise user inconvenience.

■ The Service Provider will communicate in advance any maintenance activity and estimated down time to the Customer's contract manager.

The hosting infrastructure and application are monitored in real-time with alerts and detailed email reports sent to our Development Team who will assess the impact and notify the Customer's contract manager.

Service reviews are conducted on a three-monthly basis, if any significant service disruption occurs that is the Service Provider's responsibility adjustment to service fees may be made.

3. Service constraints

There are no service constraints

4. Onboarding

We have a fully documented on-boarding process that provides users with a detailed operating procedure for the platform, on-site and tele-conferencing training, access to a demonstration platform for familiarisation and practice. We also publish 'how to' guides and update FAQs on our clinic portal to support users when they implement the service. We offer continuous support through regular service review on-site and tele-conferences.

5. Implementation Plan

We have an efficient implementation plan which successfully executes a project from setup/design – configuration – testing – implementation in 4 to 6 weeks.

6. Pricing Overview

The Charges for Services are based on an annual service fee depending on an individual Customer's needs for example: bespoke content, size and type of clinic activity.

Set up, hosting, use of the Service and extraction of data on termination are included in the service fee.

Extra services such as bespoke integrations with other programmes may be provided at an additional cost agreed with the Customer.

What is not included

Direct support of Customer's patients.

Training of new users after the initial installation. Additional training after the initial installation can be provided at an additional charge.

On-site support to resolve technical or configuration problems with devices connecting to the portal.

7. Customer Support

We support the Customer with all aspects of functionality, technical information and training to ensure user competence. This support is provided by our cloud support/technical team, design or training team as appropriate. Support is delivered on-site, tele-conferencing, a support portal and helpdesk which is included in the annual service fee.

Extra support services may be provided at an additional charge as agreed with the customer.

Helpdesk support is available Monday to Friday 8am – 6pm.

Tickets are prioritised according to the following criteria:

Urgent
Response:30 mins
Fix: 4 hours

High
Response: 90 mins
Fix: 6 hours

Medium
Response: 120 mins
Fix: 8 hours

Low
Response: 8 hours
Fix: 5 days

Customer can manage status and priority of support tickets.

Telephone support is available Monday to Friday 8am – 6pm.

8. After sales support

A dedicated cloud support/technical team support Customers throughout the duration of the Contract.

9. Ordering and invoicing process

The Customer notifies the Service Provider that they wish to enter into a Contract for the supply of Services and a Contract is agreed. VAT invoices are issued by the Service Provider on a mutually agreed schedule.

10. Technical requirements

The service requires:

- Internet connection

- Modern internet browser (HTML5)

- Adobe Acrobat Reader (free version)

11. Backup and Data Recovery

All servers are backed up to a secondary data centre in the UK, and these backups can be used to recover the service in the unlikely event of a disaster on the core infrastructure.

Backup Schedule

- Backups of all servers are taken daily, early morning between 01:00 and 06:00 GMT. Times vary by server due to the variance in time taken to copy each machine.

Backup Retention

- Backups are held for a period of 12 months; this allows for data recovery for any given day up to 1 month prior to the time of restore.

Recovery Requests

- Recovery requests are processed in accordance with the support procedure and priorities in this Service Level Agreement.

12. Security Management

User Management

- The Customer is responsible for authorising and adding new users, plus removing unneeded accounts.

- We recommend the Customer keep the number of Administrator roles to a minimum.

Additional User Management Controls

- Our secure hosting environment includes login security to lock out brute force hacks from bots and malware.

- System level passwords for FTP / sFTP access, databases and hosting accounts are the responsibility of the Service Provider. System level access is via SSH, with each certificate tied to an individual.

SSL Encryption

■ All data between the user's browser and the web application is captured and sent using 128 bit SSL encryption.

<u>Web Application Firewall</u>

Our Web Application Firewall includes:

■ Rate limit or block security threats like aggressive crawlers, scrapers and bots doing security scans for vulnerabilities.

■ Options to block countries and schedule scans for specific times and a higher frequency.

<u>Secure Hosting Environment</u>

Our infrastructure is part of the Microsoft Azure EU region using data centres in London and Newcastle. These data centres comply with, and have been audited to, the following UK standards:

■ ISO 9001:2008 is a global standard (published certificate) for managing the quality of products and services.

■ ISO 27001:2013 is a widely-adopted global security standard that outlines the requirements for information security management systems.

■ ISO 27002: 2015 which gives cloud service providers and Clients secure and specific implementation guidance for ISO 27002 security controls, as well as provides additional security controls specific to cloud services.

■ ISO 27018:2014 provides additional security controls not covered in ISO 27002 to give cloud service providers security control for Personally Identifiable Information (PII).

13. Termination of Contract

A Contract is agreed between the Service Provider and Customer for a fixed Term and terminates automatically without notice unless, before the end of the Term, the Service Provider and the Customer agree in writing that the Term of the Contract shall be extended.

Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

■ the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 10 Business Days after being notified in writing to make such payment

■ the other party commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 Business Days after being notified in writing to do so.

14. Offboarding

On expiry or termination of a Contract all licences granted by the Service Provider shall terminate immediately.

The Service Provider shall provide such assistance as is reasonably requested by the Customer to transfer data and content in which the Customer has proprietary rights or control to the Customer or another service provider, subject to payment of the Service Provider's expenses reasonably incurred.

On expiry or termination of a Contract, all provisions of the Contract shall cease to have effect, except that any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.