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CORPORATE SERVICES

DCS Pandemic Response Position Statement for Contracted Services

The British health and safety regulatory system is not based upon a multitude of specific legislation on specific risks but on organisations taking responsibility for health and safety in their own environs and ensuring that significant safety risks are addressed as 'far as is reasonably practicable.' (Note 1.) DCS operates within the letter and the spirit of this system.

The [Department of Health UK Influenza Pandemic Preparedness Strategy 2011](#) has built on earlier work in this area with the addition of the experience of the H1N1 (2009) Influenza pandemic. The strategy provides a framework for a UK pandemic response but recognises that the detailed responses will be as much driven by actual experience of a pandemic, as they are developed in advance. Systematic review, analysis and communication are key.

DCS' pandemic planning, and our consideration of the potential impacts of pandemics on the services it provides, are based on the expert opinion contained within this and supplementary documents. DCS does not profess to be an expert in this area nor health and safety in general but we must make all reasonable endeavours to prepare ourselves and protect our staff and clients in line with the best available guidance.

DCS is prepared to share its thoughts on the likely impact on its contracted services, of the early stages of a UK pandemic, as we recognise that at these stages the UK will have limited experience of the actual circumstances that would arise as a UK pandemic develops. We must therefore take a position based on the information to hand today.

The preparedness strategy provides for five, potentially non-linear, action phases of pandemic response: detect, assessment, treatment, escalation and recovery. In the earlier action phases, and following Department of Health (DH) guidance, DCS would intend to limit the exposure of our staff and clients to isolated incidents of infection, by monitoring regional outbreaks and matching our client risk premises to those outbreaks.

This is reasonable risk management and appropriate monitoring. Where we have information that suggests a client is in an infected area, they would be alerted to the fact that this 'might' preclude them from invoking for a non-pandemic disaster based on our health and safety (H&S) responsibilities. This would open a communication channel between DCS and the client to share information in an effort to quantify the risk. These risks will change over time as the virus emerges, spreads and then subsides; including the pandemic 'wave' effect. It is incumbent on DCS to help limit the spread and impact of the infection on all levels. DCS intends to make its assessments based on small geographic areas and ultimately on the situation of individual client risk sites. It is unlikely that DCS risk reviews would ever be based on the circumstances of individual client staff (for example, medical reports, etc.). We cannot foresee how the individual monitoring of potentially hundreds of client staff would be practical or effective. Decisions would ultimately come down to whether a client building is infectious or not. DCS has no definition of 'infectious' at this time.

The [Department for Health UK Pandemic Influenza Communications Strategy 2012](#) also categorises phases around the number of cases, severity and distribution. As the UK goes through these phases, DCS is working on the assumption that far more detailed, or even prescriptive, pandemic management systems will have been developed nationally and it can adapt its pandemic responses, internally for staff protection and externally on contracted services, in line with national experience. We are not prepared at World Health Organisation (WHO) phases 1-5* to make specific H&S and contractual commitments based on overly broad assumptions about the UK's response to a widespread pandemic. We would anticipate, however, that at the stage of nationwide infection all UK organisations would be striving to operate as normally as possible in a situation where minimising the spread of infection is no longer a primary issue.

*Please see note 2 below



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DCS has recognised the need for clear messages of intent from important infrastructure suppliers and maintainers. DCS has adopted the principles of the “Statement of Intent” [replicated in full below] as developed by its business continuity division for its own management of pandemic arrangements and expectations. The following modified health and safety structure for DCS locations was developed from structures based on this “Statement of Intent” with the support of several large DCS business continuity customers.

DCS is committed to maintaining effective and appropriate H&S systems, actively reviewing our pandemic preparations and policies against emerging national guidance and planning, and ensuring that our emerging positions are actively communicated and debated with our clients as far in advance of the likely impacts as is practical.

Modified Health and Safety in the Event of a UK Pandemic

The nature of an influenza pandemic means that the risk of person to person cross-infection while using DCS facilities cannot be eliminated. DCS, its customers and its subcontractors share a corporate/social responsibility to minimise any additional risk of cross-infection to, or from, their own personnel attending DCS facilities. DCS expects that all stakeholders in the delivery, functionality and use of its facilities and services will adopt best practice and adhere, where practical, to all government and agency advice in order to limit the spread of the disease and the threat to human life.

DCS will expect all stakeholder personnel attending its facilities to understand and adhere to its health and safety practices, which will be different during a pandemic. Individuals failing to comply with DCS’ health and safety requirements may be denied access or required to leave the facility. Customers are encouraged to speak to their DCS account managers to understand how health and safety practices might change during a pandemic and what they need to do as part of their own pandemic planning to prepare for this eventuality.

DCS declares that it is not their intention to limit, or reduce, the ability of its contracted customers to utilise its contracted services for the purpose intended. A pandemic event does, however, raise areas that require clarification in advance both in respect of contracted rights, obligations and capability to deliver services.

Contracted rights – embedded services

- Where DCS provides contracted services that include the provision of embedded DCS staff within customer premises, DCS will expect the client to formally incorporate our staff within their own pandemic preparations, with no material differences in treatment between DCS staff and any other occupiers of the customer premises.
- DCS reserves the right to require such a customer commitment in writing and may request sight of the customer’s strategic pandemic response plans.

Contracted rights – on-call services

- DCS provides several services by deploying DCS staff to customer premises as required.
- Deploying DCS staff around a pandemic-impacted UK will only be undertaken under strict health and safety risk management.
- During any pandemic event, DCS will need to ascertain the pandemic status of any customer site, both by reference to the customer directly and by reference to government assessments of current local conditions.
- DCS may restrict the delivery of such services if the relative pandemic risk of deploying DCS staff against not deploying them is deemed too high or too uncertain.
- All DCS staff will be regularly checked for symptoms and staff will be required to stay away from work while they are unwell, thus reducing the spread of infection and facilitating their early recovery from illness.

Contracted rights – remote services

- DCS provides many services remotely and, while ever the capability is there, these services will continue as contracted.
- DCS is actively strengthening and broadening its remote service offerings as these offer significant resilience to pandemic, and other, pressures on service delivery and therefore greater resilience to our customer’s operations.

Contracted rights – projects

In the event of increased local Pandemic threat, and in order to reduce the chance of infection, DCS may modify or defer any Projects that would require human contact, in consultation with the customer.



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Trigger point

DCS will operate modified health and safety procedures following the declaration of WHO alert level six* (or UK alerts), or an earlier point if deemed appropriate. *See note 2 below.

Communications

DCS will inform all customers of the changed operating procedures immediately after the trigger point. This will be via the DCS website.

Operating standards

DCS will utilise its highly experienced Business Continuity Management Team (GOLD) to manage its pandemic response.

DCS staff in attendance would conduct visual health checks on customer staff they come in contact with. Any concerns about significant illness at the customer site will be raised with both customer representatives and the DCS management.

Any individual in attendance at DCS offices who is taken ill will be quarantined within a specific area of the building before they can safely be evacuated and their work area decontaminated.

Commitment to these procedures

DCS customers making use of DCS services will be required to show a commitment that they will abide by these procedures. Customers who do not comply may have services restricted or withdrawn.

DCS capabilities – pandemic impact

In all circumstances DCS' obligation to the health and safety of its own and customers' staff will be paramount in judging whether or not it is able to deliver a contracted service at the location planned.

Some of the issues that would hinder or prevent service delivery are:

Affected staff

DCS is subject to the same potential impacts on staff availability as any business impacted by a pandemic. As DCS supports many regional centres, our key staff are similarly spread across the country.

While this provides the safeguard of not having key staff concentrated in any one area there remains the possibility for localised staffing problems. Alternative sites still remain available.

Ability to instruct or 'force' staff to deliver a service

DCS cannot compel its staff to work. By maintaining strong health and safety structures, by involving staff in all strategic pandemic planning and by ensuring that staff welfare is seen to be the primary concern of employer, DCS aims to maintain the goodwill and assistance of its very dedicated staff. Notwithstanding, if a member of staff refuses to work as a consequence of a perceived risk then this could result in a service not being delivered.

Subcontractors

The use of subcontractors is kept to a minimum, but they are used by DCS for bespoke services such as cleaning, security and 'moves, adds and changes'. DCS is vulnerable to those subcontractors being unable to deliver such services during a pandemic. DCS regularly reviews all key subcontractors for their own pandemic planning and will also ensure that reliance on sub-contracts is kept as low as is practicable. Notwithstanding and as highlighted above this could result in certain services becoming unavailable or impacted.

Summary

In summary, DCS and its parent company are committed to increasing clarity and to encourage further discussion. They are in continual discussion with customers and other stakeholders to provide for a common understanding and the common ground needed to work together through the misfortune of a national pandemic and interruption to a customer's business.

Customers are strongly encouraged to maintain a dialogue with DCS and work on plans to facilitate the implementation of any or all of the potential options for contingency in a pandemic.



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Note 1

The health and safety system in Great Britain – Health & Safety Executive

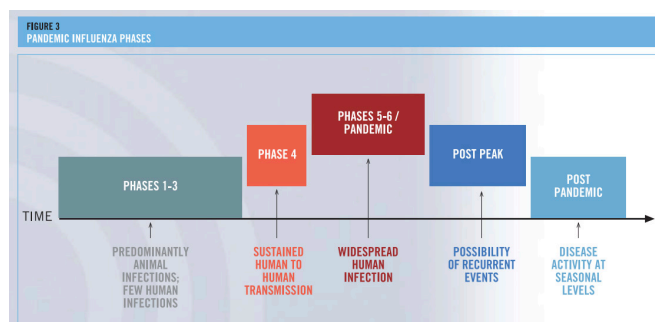
The standards of health and safety achieved in Great Britain are delivered by the flexible regulatory system introduced in 1974 by the Health and Safety at Work (HSW) Act and are typified by the management of Health and Safety at Work Regulations 1999. Since the HSW act was passed, HSE has been engaged in progressive reform of the law, seeking to replace detailed industry-specific legislation with a modern approach in which regulations, wherever possible, express goals and general principles and detailed requirements are placed in codes and guidance.

A fundamental principle of the British system is that responsibility for health and safety lies with those who own, manage and work in industrial and commercial undertakings. They must assess the risks associated to their activity and take appropriate action.

The need to assess risks and take appropriate action lies behind the qualification 'so far as is reasonably practicable', which is widely used in British health and safety law.

Note 2

[Pandemic Influenza Preparedness and Response – A WHO Guidance](#)



Note 3

[Department for Health UK Pandemic Influenza Communications Strategy 2012 - Stages](#)

Initial phase

Sporadic cases reported by the community, possible limited local outbreaks in schools or care homes, possible increased proportion of critical care cases with influenza

Low scale

Similar numbers to moderate or severe seasonal influenza outbreaks and in the vast majority of cases, mild to moderate clinical features

Moderate scale

Higher number of cases than large seasonal epidemic and young healthy people and those in at-risk groups severely affected and/or more severe illness

High scale

Widespread disease in the UK and/or most age-groups affected and/or severe, debilitating illness with or without severe or frequent complications



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Recovery Site Providers' Statement of Intent Published on 23 November 2007

Introduction

Seventy major organisations participated in the UK financial sector market-wide exercise on pandemic over a six-week period. One of the key issues that arose was uncertainty about the impact of a pandemic on the service that UK Business Continuity Providers would provide. The UK Financial Authorities (including Her Majesty's Treasury) have worked since the exercise with HP, IBM, ICM (now DCS) and Sungard and consulted with the Business Continuity Institute (BCI) to draft the following high-level statement which applies to all, not just financial sector customers. As the document states, you are encouraged to speak with your provider on matters of detail.

Supplier statement on business continuity services relating to a pandemic

Given the specific challenges raised by a potential global pandemic, the undersigned UK Business Continuity providers¹ have been asked to issue a joint statement of clarification of their approach and capabilities in respect of a pandemic event affecting their customers.

Firstly, all the undersigned BC providers can confirm that it is not their intention to limit, or reduce, the ability of its subscribing contracted customers to utilise its contracted services for the purpose intended. A pandemic event does raise areas that require clarification in advance both in respect of contracted rights, obligation and capability to deliver services. This statement seeks to provide that clarification.

Contracted rights – syndicated services

The basis of syndicated BC services is for the BC provider to provide replacement equipment, facilities and expertise on a shared basis in the event that a contracting customer suffers a loss of their own. Whether contracted on a first come first served, or equitable share, it is accepted that these facilities are shared amongst a number of customers and the rights of the overall customers subscribing need to be protected on an equal basis.

- In the event that a customer expects to be, or is actually impacted by a pandemic, but still has full and free access to its own site and facilities, this would not be a circumstance under which the contracted BC services should be called upon.

- However, if as a consequence of a government/health service edict, such as an isolation cordon around the customer's own location, the facility becomes inaccessible, then the customer would be able to call upon the BC services.

- Furthermore, during the pandemic, should the customer suffer a non-pandemic related loss of the site or facilities, (a 'traditional incident'), then the customer could call upon the BC services as would be the case in a non-pandemic environment.

Contracted rights – dedicated services

The basis of dedicated BC services is for the supplier to provide services only to a single customer.

- If a customer expects to be or is actually impacted by a pandemic, but still has full and free access to its own site and facilities, the customer may utilise the dedicated BC provider's services according to their contract subject to the capability of the BC provider to provide support (see providers capabilities).

- All other circumstances in respect of use apply to the dedicated services as detailed within the syndicated services section above.

Contracted rights – service testing

In the event of increased local pandemic threat, in order to reduce the chance of infection, the BC provider may defer any pre-arranged testing that would involve human contact.

Provider capabilities – pandemic impact

Regardless of the contracted position in relation to service delivery it would have to be assumed that the BC provider may also be subject to the pandemic. In this respect no BC provider can absolutely guarantee that any service, including dedicated services would be available. In all circumstances a BC provider's obligation to the health and safety of its own and customers' staff will be paramount in judging whether or not it is able to deliver a contracted service at the location planned.



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Some of the issues that would hinder or prevent service delivery are:

Affected staff

BC providers are subject to the same potential impacts on staff availability as any business impacted by a pandemic. Where the BC provider is supporting many recovery centres and national locations, their key staff are similarly spread across the country. While this provides the safeguard of not having key staff concentrated in any one area there remains the possibility for localised staffing problems for individual locations. Alternative sites still remain available.

Ability to instruct or 'force' staff to deliver a service

A BC provider cannot compel its staff to work. By maintaining strong health and safety structures, by involving staff in all strategic pandemic planning and by ensuring that staff welfare is seen to be the primary concern of employer, the BC provider aims to maintain the goodwill and assistance of its very dedicated staff. Notwithstanding, if a member of staff refuses to work as a consequence of a perceived risk then this could result in a service not being delivered.

Ability to secure building

During invocations and testing, the majority of staff in a recovery centre are invariably client employees. Any pandemic impacts on the BC provider staff and customer staff sharing a facility will need to be handled in partnership and in some circumstances, it may become appropriate for security and some building management responsibilities to pass to the client, particularly in the context of dedicated services. However, if a building cannot be secured then this could result in a service not being delivered.

Site maintenance

As pandemics develop there may be opportunities for BC providers to consider methods by which customers would be capable of being more self-sufficient within BC provider facilities. Power systems, air conditioning, telephony and fire systems are examples of areas that could be explored. BC providers are preparing their facilities to minimise their reliance on highly trained maintenance staff to maximise service flexibility and availability. Once again, a critical failure that cannot be supported due to lack of maintenance staff could result in a service becoming undeliverable or severely impacted.

Subcontractors

Subcontractors are used for various support services including cleaning, security and maintenance. BC providers are vulnerable to those subcontractors being unable to deliver normal services during a pandemic. BC providers regularly review all key subcontractors for their own pandemic planning and will also ensure that reliance on sub-contractors is kept as low as is practicable. Notwithstanding and as highlighted above under site maintenance, this could result in a service becoming unavailable or severely impacted.

Insurance

Current insurance arrangements are in place with clear responsibilities on the BC providers to manage the insured facilities. Where customers accept additional responsibilities for those facilities outside those that would normally be the case, insurance cover will need to be maintained. Thus the involvement and support of facility insurers will be key to providing continuance of the services in those circumstances where the BC providers are not available.

Joint corporate/social responsibility – cross-infection

The nature of an influenza pandemic means that the risk of person to person cross-infection while using BC provider facilities cannot be eliminated. The BC provider, their customer and their subcontractors, share a corporate/ social responsibility to minimise any additional risk of cross-infection to, or from, their own personnel attending the BC provider facilities. The BC provider will expect all stakeholder personnel attending its facilities to understand and adhere to its health and safety practices, which may be different during a pandemic. Individuals failing to comply with the BC provider's health and safety requirements may be denied access or required to leave the facility.

Customers are encouraged to speak to their BC providers to understand how health and safety practices might change during a pandemic and what they need to do as part of their own pandemic planning to prepare for this eventuality.



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Summary

In summary, the BC providers have provided this statement to increase clarity and encourage further discussion. They are in continual discussion with customers and other stakeholders, such as insurance companies and business regulators, to provide for the common understanding and common ground needed to work together through the combined misfortune of a national pandemic and an invocable interruption to a customer's business.

Customers are strongly encouraged to maintain a dialogue with their BC providers and work on plans to facilitate the implementation of any or all of the potential options for contingency in a pandemic as presented in this provider statement.

As further clarity is given from many of the consultation events being conducted both within the business continuity and general business forums, then the BC providers will seek to incorporate best practice within their approach.

A resilient economy and resilient community continue to be the aim of government and business and the BC providers play a pivotal role in achieving this aim.

1 ICM (now DCS), IBM, HP and Sungard AS