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MP122B ‘Operational Metrics – Part 2’

Annex E

Legal text – version 0.1

About this document

This document contains the redlined changes to the Smart Energy Code (SEC) that would be required to deliver this Modification Proposal.

Section A ‘Definitions and Interpretation’

These changes have been redlined against Section A version 28.0.

Add the following definition to Section A1.1 in alphabetical order as follows:

**Alert Management
Mechanism**

means the mechanism applied to Alerts received by the DCC with parameters defined in SEC Appendix AB sections 17.8-17.10 and the Traffic Management Mechanism Document.

Section H 'DCC Services'

These changes have been redlined against Section H version 16.0.

Amend Section 13 as follows:

H13. **PERFORMANCE STANDARDS AND REPORTING**

Code Performance Measures

H13.1 Each of the following performance measures constitute a Code Performance Measure (to which the following Target Service Level and Minimum Service Level will apply, measured over the following Performance Measurement Period):

No.	Code Performance Measure	Performance Measurement Period	Target Service Level	Minimum Service Level
1	Percentage of On-Demand Service Responses delivered within the applicable Target Response Time.	monthly	99%	96%
2	Percentage of Future-Dated Service Responses delivered within the applicable Target Response Time.	monthly	99%	96%
3	Percentage of Alerts delivered within the applicable Target Response Time. Alerts consolidated in accordance with the Alert Management Mechanism will not be counted.	monthly	99%	96%
4	Percentage of Incidents which the DCC is responsible for resolving and which fall within Incident Category 1 or 2 that are resolved in accordance with the Incident Management Policy within the Target Resolution Time.	monthly	100%	85%
5	Percentage of Incidents, measured and reported as a separate Code Performance Measure for each of Incident Categories 3, 4 and 5, which the DCC is responsible for resolving that are resolved in accordance with the Incident Management Policy within the Target Resolution Time.	monthly	90%	80%
5A	Percentage of Incidents which fall within Incident Category 3, 4 or 5 that are recorded on the Incident Management Log and assigned to a resolver within the Target Initial Response Time.	monthly	90%	80%
6	Percentage of time (in minutes) during which each DCC Interface (excluding the one listed in paragraph (f) of the definition of DCC Interface) is available during the Target Availability Period. There shall be a separate Code Performance Measure for each combination of DCC Interface, Region and the two relevant times of day (the	monthly	99.5%	98%

	first such relevant time of day being Monday-Friday 08.00-20.00 and Saturday 08.00-12.00; the second being every other time). For this purpose, a DCC Interface is only considered to be available where it and the DCC Systems on which it relies are fully available, such that those persons which are intended to be able to use the DCC Interface can use the full functionality which is intended to be available to them.			
6A	Percentage of each of the Business Processes described in Section H13.1A which is delivered within the applicable Target Response Time. There shall be a separate Code Performance Measure for each combination of Business Processes and either Region (for SMETS2+) or SMETS1.	monthly	99%	96%
6B	Percentage of firmware images successfully delivered to Communication Hubs.	monthly	99%	96%
6C	Percentage of firmware image activations successfully implemented on Communication Hubs.	monthly	99%	96%

H13.1A The Business Processes referred to in Code Performance Measure 6A above are a combination of Service Reference Variants as set out in the table below. The percentage of each Business Process which is delivered within the Target Response Time shall be measured and calculated by reference to whether the messages that together comprise that Business Process were sent and received within the required Target Response Time. For this purpose, a Service Response will not be considered to have been received if the Service Response contains an error Response Code relating to a communications failure or timeout (E20 or E21).

Business Process	Service Reference Variant	Description	SMETS1 applicable
Install and Commission	8.11	Update HAN Device Log	Yes
	6.21	Request Handover of DCC Controlled Device (Update Supplier Certificates)	No
	8.1.1	Commission Device	Yes
	8.7.2	Join Service (Join GPF with GSME)	Yes
	6.20.1	Set Device Configuration (Import MPxN)	No
	1.1.1	Update Import Tariff (Primary Element)	Yes
	6.8	Update Device Configuration (Billing Calendar)	Yes
	8.14.1	Communications Hub Status Update Install Success	No
Change of Supplier (Gain)	6.23	Update Security Credentials (CoS)	Yes
	1.1.1	Update Import Tariff (Primary Element)	Yes
	6.8	Update Device Configuration (Billing Calendar)	Yes
Change of Tenancy	3.2	Restrict Access for Change of Tenancy	Yes
Tariff Updates	1.1.1	Update Import Tariff (Primary Element)	Yes

Pre-Payment	1.6	Update Payment Mode (Payment Mode = Prepayment)	Yes
	2.1	Update Prepay Configuration	Yes
	2.2	Top Up Device (Update Balance with positive value)	Yes
Security and Key Management	6.15.2	Update Security Credential (Device) – Credential Type = Digital Signature	No
	6.15.2	Update Security Credential (Device) – Credential Type = Key Agreement	No
	6.17	Issue Security Credentials – Credential Type = Digital Signature	No
	6.17	Issue Security Credentials – Credential Type = Key Agreement	No
Update Device Firmware	11.1	Update Firmware Note: In respect of SMETS2+ Devices the DCC must ensure that the associated firmware update has been delivered to all relevant Communications Hub Functions within five days of receipt of the Service Request.	Yes No
	11.3	Activate Firmware (Individual SR for each GUID for firmware activation) Note: SMETS1 five-day Target Response Time.	Yes No
Logistics CH Ordering and Returns	8.14.3	Communications Hub Status Update – Fault Return	No
	8.14.4	Communications Hub Status Update – No Fault Return	No
Distribution Networks Post I&C Activity	6.15.1	Update Security Credentials (Update Network Operator Certificates)	Yes
	6.5	Update Device Configuration (Voltage)	Yes
	6.22	Configure Alert Behaviour (Update ENO Alter Configuration)	No
Meter Reads	4.6.1	Retrieve Import Daily Read Log	Yes
	4.6.2	Retrieve Export Daily Read Log	No
	4.8.1	Read Active Import Profile Data	Yes
	4.8.2	Read Reactive Import Profile Data	Yes
	4.8.3	Read Export Profile Data	Yes
	4.10	Read Network Data	Yes
	4.17	Retrieve Daily Consumption Log	No

Note, where the response for the ‘Update Security Credentials (CoS)’ Service Request erroneously reports a failure, the presence of subsequent Critical and Non-Critical Service Requests sent by the gaining supplier will be used as an indicator of success.

Service Provider Performance Measures

H13.2 The DCC may modify the Reported List of Service Provider Performance Measures where it has:

- (a) undertaken reasonable consultation with the Parties regarding the proposed modification;
- (b) given due consideration to, and taken into account, any consultation responses received; and
- (c) provided to the Panel, the Parties, the Authority and (on request) the Secretary of State a statement of its reasons for the modification together with copies of any consultation responses received,

and as soon as reasonably practicable following any such modification, the DCC shall provide an up-to-date copy of the Reported List of Service Provider Performance Measures to the Panel, the Parties, the Authority and (on request) the Secretary of State.

H13.3 Prior to agreeing any changes to the DCC Service Provider Contracts that will alter the Service Provider Performance Measures, the DCC shall:

- (a) undertake reasonable consultation with the Panel and Parties regarding such changes;
- (b) give due consideration to, and take into account, any consultation responses received; and
- (c) provide to the Panel, the Parties, the Authority and (on request) the Secretary of State a statement of its reasons for proposing to agree such changes.

Reporting

H13.4 The DCC shall, within ~~25~~¹⁰ Working Days following the end of each Performance Measurement Period, produce a report setting out the Service Levels achieved in respect of each Performance Measure. Such report must identify:

- (a) those Performance Measures (if any) for which the Service Level was less than the Target Service Level and/or the Minimum Service Level;
- (b) where a Service Level is less than the Target Service Level, the reason for the Service Level achieved;
- (c) where a Service Level is less than the Minimum Service Level, the steps the DCC is taking to prevent the re-occurrence or continuation of the reason for the Service Level achieved; and
- (d) any anticipated reductions in the DCC's Internal Costs and/or External Costs (as both such expressions are defined in the DCC Licence) arising as a consequence of the DCC Service Providers failing to achieve the Target Service Levels in respect of the Service Provider Performance Measures.

H13.5 A copy of the report produced pursuant to Section H13.4:

- (a) shall be provided by DCC, immediately following its production, to the Panel, the Parties, the Authority and (on request) the Secretary of State; and
- (b) may be provided by the Panel, at its discretion, to any other person.

Report on Performance Indicators

H13.5A As part of the report required under Section H13.4, the DCC shall also report on its performance against the Performance Indicators for the same period.

H13.5B The Panel shall establish and periodically review, in consultation with the Parties and the Authority, a document (to be known as the DCC Performance Indicators Document) which lists the reasonable service metrics which are to constitute the Performance Indicators, and which are therefore to be measured and reported on by the DCC. Such Performance Indicators may include:

- (a) graphs of daily performance in respect of delivery of each of the Business Processes;
- (b) monthly median figures for performance in respect of delivery of each of the Business Processes;
- (c) the total number of each of the Business Processes delivered each month;
- (d) for each DCC Interface separately, the average amount of downtime per Incident; and
- (e) for each DCC Interface separately, the mean amount of time between Incidents.

Performance Measurement Methodology

H13.6 The DCC shall:

- (a) establish and periodically review the Performance Measurement Methodology in accordance with Good Industry Practice and in consultation with the Panel, the Parties and the Authority;
- (b) seek approval from the Panel for any proposed changes that the DCC wishes to make to the Performance Measurement Methodology; and
- (c) as soon as reasonably practicable following any modification which the Panel approves, provide an up to date copy of the Performance Measurement Methodology to the Panel, the Parties, the Authority and (on request) the Secretary of State.

OPR Exceptional Events

H13.7 Sections H13.7 to H13.14 shall apply only to the extent that the OPR Reporting established under the DCC Licence applies by reference to reporting under this Code. OPR Exceptional Events shall not apply in respect of Performance Measure reporting under Section H13.4.

H13.8 For the purposes of OPR Reporting, in measuring performance for each Performance Measure, the DCC shall exclude from the Service Level calculation any and all instances of delayed or non-performance for which the DCC has relief for an OPR Exceptional Event by virtue of Section H13.12.

H13.9 The DCC may claim relief for the purposes of OPR Reporting in respect of the Performance Measures to the extent this is due to OPR Exceptional Events. Where the DCC also wishes to claim relief in respect of its obligations under this Code, the DCC must also separately claim relief for Services FM under Section M3 (Services FM and Force Majeure).

H13.10 The DCC cannot claim an OPR Exceptional Event has occurred:

- (a) in relation to any wilful act, neglect or failure to take reasonable precautions against the relevant OPR Exceptional Event by the DCC or its servants, agents, employees or contractors (including the DCC Service Providers);

- (b) in relation to any circumstances resulting from a failure or delay by any other person in the performance of that other person's obligations under a contract with the DCC other than this Code (unless that other person is itself prevented from or delayed in complying with its obligations as a result of OPR Exceptional Events); and/or
- (c) as a result of any shortage of labour, material or other resources unless caused by circumstances which are themselves OPR Exceptional Events,

and in any event, the DCC shall not be entitled to relief for the purposes of OPR Reporting if and to the extent that it is required to comply with the BCDR Procedure in accordance with Sections H10.9 and H10.10 (the Business Continuity and Disaster Recovery Procedure) but has failed to do so (unless this failure is also due to OPR Exceptional Events affecting the operation of the BCDR Procedure).

H13.11 The DCC shall, as soon as reasonably practicable (and in any event within five (5) days of the occurrence of the OPR Exceptional Event), give to the Users that were due to receive the affected Services and to the Panel full details of the OPR Exceptional Event and any relief for the purposes of OPR Reporting which the DCC wishes to claim in connection with the OPR Exceptional Event.

H13.12 The DCC shall be entitled to relief for the purposes of OPR Reporting in respect of OPR Exceptional Events to the extent that the Panel agrees following consultation with any relevant Sub-Committee that the requirements of Sections H13.9 and H13.10 are met, and that:

- (a) the DCC could not have avoided the occurrence of the OPR Exceptional Event (or its consequences or likely consequences) by taking steps which the DCC was required to take (or procure) under this Code and any Bilateral Agreement or might reasonably be expected to have taken;
- (b) the OPR Exceptional Event directly caused the non-performance of the Services for which relief is claimed;
- (c) the time lost and/or relief from the obligations under this Code and any Bilateral Agreement claimed by the DCC could not reasonably be expected to be mitigated or recovered by the DCC acting in accordance with Good Industry Practice; and
- (d) the DCC is taking all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the OPR Exceptional Event on the performance of the Services.

H13.13 The Panel shall reach a determination as to whether the DCC is entitled to relief for the purposes of OPR Reporting in respect of an OPR Exceptional Event in accordance with Section H13.12 within 10 Working Days after the DCC notifies the Panel of the OPR Exceptional Event under Section H13.11.

H13.14 The DCC shall notify the affected Users and the Panel as soon as reasonably practicable after the OPR Exceptional Event ceases or no longer causes the DCC to be unable to comply with its obligations under this Code and/or any Bilateral Agreement in respect of the Services.