

# Call-Off Schedule 13A (Health Implementation Plan and Testing)

## Part A - Implementation

### 1. DEFINITIONS

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Delay"</b>	means a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
<b>"Deliverable Item"</b>	means an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
<b>"Handover Date"</b>	means the date on which the Incumbent Provider hands over services and/or activities back to the Buyer or another Supplier named by the Buyer;
<b>"Implementation Plan"</b>	means the set of planning tools (ranging from a traditional Gantt chart through to Agile tools such as Roadmaps, EPIC boards, etc) which may be employed to plan implementation, and includes the Transition Plan;
<b>"Key Milestone Date"</b>	means a Milestone Date which, if not met, may result in liabilities or Delay Payments;
<b>"Milestone Payment"</b>	means a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;

## **Call-Off Schedule 13A: (Health Implementation Plan and Testing)**

Call-Off Ref: C30669

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<b>“Mobilisation Date”</b>	means the date on which individual Supplier workers are required to start Buyer related work as identified in an appropriate mobilisation plan;
<b>“Transition Period”</b>	has the meaning given to it in Paragraph 8.2;
<b>“Transition Plan”</b>	means the plan used to transfer activities and/or Services from the Supplier to the Buyer or from the Supplier to another supplier nominated by the Buyer.

## **2. THE IMPLEMENTATION PLAN WITHIN THE CONTEXT OF AGILE**

- 2.1 Agile development allows for greater refinement and iteration during development and therefore implementation may involve a diverse set of tools, including but not limited to:
- Roadmaps (of different shapes and sizes);
  - EPIC Boards;
  - VMOST Mission Boards; and
  - a wide variety of more granular visual techniques such as Sprint Boards, Kanban Card Walls, etc.
- 2.2 In addition to, or as an alternative to, the traditional Gantt chart type plan, the Buyer may request one or more of the Agile mechanisms described at paragraph 2.1 as part of an Implementation Plan. Annex 3 of this Part A provides a list of the planning tools which may be requested by the Buyer.
- 2.3 The provisions of this Schedule shall apply regardless of any planning or implementation tools requested by the Buyer.

## **3. AGREEING AND FOLLOWING THE IMPLEMENTATION PLAN**

- 3.1 A draft of the Implementation Plan for the Call-Off Contract is set out at Annex 1 to this Schedule. The Supplier shall provide a further draft Implementation Plan 10 working days after the Call-Off Contract award Date.
- 3.2 Each Statement of Work may include an Implementation Plan and Milestones specific to that Statement of Work. This shall form a subset of the Call-Off

## **Call-Off Schedule 13A: (Health Implementation Plan and Testing)**

Call-Off Ref: C30669

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Contract Implementation Plan at a more detailed level of granularity and shall be as set out in the relevant Statement of Work.

3.3 This Schedule shall apply, where relevant, to any Implementation Plan regardless of whether at Call-Off Contract level or Statement of Work level.

3.4 The draft Implementation Plan:

3.4.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and

3.4.2 shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

3.5 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3.6 The Supplier shall aim to provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan with the aim of ensuring that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

3.7 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3.8 The Buyer shall identify any Key Milestone Dates which, if missed, will result in liabilities or Delay Payments being incurred. The Key Milestone Dates are as laid out in Annex 2.

3.9 The Supplier shall ensure that the critical path leading to any such Key Milestone Dates is clearly identified. In the event that planned Milestone Dates which lie on such a critical path are missed the Supplier shall take appropriate action to rectify and/or recover progress (which may include completion of a Rectification Plan).

## **4. REVIEWING AND CHANGING THE IMPLEMENTATION PLAN**

4.1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.

4.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

4.3 If operating under the Fixed Price model, changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.

4.4 Under the Incremental Fixed Price model, it is anticipated that Milestones and Milestone Payments will be refined up to the point of being fixed. Once fixed,

## **Call-Off Schedule 13A: (Health Implementation Plan and Testing)**

Call-Off Ref: C30669

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changes to Milestones and Milestone Payments shall only be made in accordance with the Variation Procedure.

4.5 Under both the Incremental Fixed Price and Capped Time and Materials models, changes to Key Milestone Dates shall only be made in accordance with the Variation Procedure.

4.6 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to meet any Key Milestone Dates shall be a material Default.

### **5. SECURITY REQUIREMENTS BEFORE ANY MOBILISATION DATES**

5.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before any identified Mobilisation Date.

5.2 Prior to a team commencing activity (for example at the beginning of a Statement of Work), the Supplier shall ensure that this requirement is reflected in their Implementation Plans.

5.3 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.

5.4 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Buyer's requirements.

5.5 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Buyer of any alterations and additions as they take place throughout the Call-Off Contract.

5.6 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Buyer, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

5.7 If a property requires Supplier Staff or Subcontractors to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

### **6. WHAT TO DO IF THERE IS A DELAY**



**Call-Off Schedule 13A: (Health Implementation Plan and Testing)**

Call-Off Ref: C30669

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- 6.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
- 6.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
  - 6.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
  - 6.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
  - 6.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

**7. COMPENSATION FOR A DELAY**

- 7.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been Achieved by the relevant Key Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
- 7.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
  - 7.1.2 if included within the Implementation Plan, Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve Milestones by the relevant Key Milestone Date(s) except where:
    - (a) the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
    - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Key Milestone Date;
  - 7.1.3 the Delay Payments will accrue on a daily basis from the relevant Key Milestone Date until the date when the Milestones leading to that Key Milestone Date are Achieved;
  - 7.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be

## **Call-Off Schedule 13A: (Health Implementation Plan and Testing)**

Call-Off Ref: C30669

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deemed to be a waiver of the right of the Buyer to recover any such damages; and

- 7.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

### **8. TRANSITION PLAN**

- 8.1 The Transition Plan forms part of the overall Implementation Plan
- 8.2 The Transition Period will be agreed by both Parties at the point of award.
- 8.3 During the Transition Period, the Incumbent Provider shall retain full responsibility for all existing activities and Services until the Handover Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Handover Date as set out in the Order Form.
- 8.4 In accordance with the Transition Plan, the Supplier shall:
- 8.4.1 work cooperatively and in partnership with the Buyer, the Incumbent Provider, and other suppliers, where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
  - 8.4.2 work with the Incumbent Provider and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
  - 8.4.3 liaise with the Incumbent Provider to enable the full completion of the Transition Period activities; and
  - 8.4.4 produce a Transition Plan, to be agreed by the Buyer, for carrying out the requirements within the Transition Period including Key Milestones and dependencies.
- 8.5 The Transition Plan will include detail stating:
- 8.5.1 how the Supplier will work with the Incumbent Provider and the Buyer to capture, transfer and load up information such as software, documentation, pertinent knowledge, data and other information; and
  - 8.5.2 a communications plan, as appropriate and as requested by the Buyer, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 8.6 In addition, the Supplier shall:
- 8.6.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Transition Plan, to ensure

**Call-Off Schedule 13A: (Health Implementation Plan and Testing)**

Call-Off Ref: C30669

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- that the Transition Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 8.6.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
- 8.6.3 if appropriate and specifically requested by the Buyer, produce a Transition Plan report for each Buyer Premises to encompass activities that will fulfil all the Buyer's obligations to landlords and other tenants:
- (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these activities which are subject to the Buyer's approval; and
  - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 8.6.4 manage and report progress against the Transition Plan;
- 8.6.5 construct and maintain a Transition Period risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 8.6.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Buyer's requirements during the Transition Period. Transition meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 8.6.7 ensure that all risks associated with the Transition Period are minimised to ensure a seamless change of control between Incumbent Provider and the Supplier.

### Call-Off Schedule 13A: (Health Implementation Plan and Testing)

Call-Off Ref: C30669

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#### Annex 1: Call-Off Contract Implementation Plan

Refer to individual Statements of Work for Implementation Plans specific to those Statements of Work.

Note that Key Milestone Dates (which have a commercial impact if not Achieved) are set out in Annex 2. Key Milestone Dates are Achieved on completion of several non-critical Milestones.

The Call-Off Contract Implementation Plan is set out below and the Milestones to be Achieved are identified below:

Milestone	Deliverable Items	Milestone Date	Buyer Responsibilities	Reference to Acceptance Criteria	Milestone Payment (if applicable)	Applicable Delay Payment(s)
1	Implementation plan presented for Buyer review	10 working days form award of the Call-Off contract	To provide appropriate and reasonable support to enable the Supplier to develop and complete the required transition and implementation plan	The Supplier will present its transition and implementation plan demonstrating how it will safely and successfully assume the responsibilities outlined in this call-off contract including the onboarding of resources	N/A	N/A
2	Implementation Plan agreed	20 working days form award of the Call-Off contract	To review the Suppliers Transition and Implementation Plan (engaging with the Supplier where required) and sign it off if appropriate	Buyers acceptance of the Supplier's Transition and Implementation Plan	N/A	N/A
The Milestones will be Achieved in accordance with this Schedule.						

**Call-Off Schedule 13A: (Health Implementation Plan and Testing)**

Call-Off Ref: C30669

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**Annex 2: Key Milestone Dates**

All Milestones listed in Annex 1 with a Milestone Date which precedes the Key Milestone Date listed below are required to be completed and accepted in order for a Key Milestone Date to be considered to have been met

NOT USED

## Call-Off Schedule 13A: (Health Implementation Plan and Testing)

Call-Off Ref: C30669

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### Annex 3: Planning Tools

The following table provides a list of planning tools which may be required by the Buyer.

**Notes:**

1. This list is non-exclusive, and the Buyer may elect to include other information.
2. This list is also illustrative and non-exhaustive. It is anticipated the Buyer will review and edit these tables as part of preparing a Call-Off Contract (and reserves the right to amend during the Call-Off Contract Period)

Ref.	Type of Information	Required?	Refresh Frequency
<b>Traditional Planning Artifacts</b>			
A6.01	Call-Off Contract Plan on a Page. A high level plan covering the duration and scope of the Call-Off Contract	Yes	Commercial Planning / Review Event
A6.02	SOW Plan on a Page. A high level plan covering the duration and scope of an individual SOW	Yes	Operational Planning Event
A6.03	Full duration Project Plan including resources, dependencies, etc (e.g. as created by traditional project planning software)	Yes	Operational Planning Event
A6.04	Rolling 3-Month Detailed Look Ahead Plan (as created by traditional project planning software)	Yes	Operational Planning Event
<b>Agile Planning Artifacts</b>			
A6.10	Product Road-Map	No	Commercial Planning / Review Event
A6.11	Delivery Plans	Yes	Commercial Planning / Review Event
A6.12	Timebox Plans	No	Commercial Planning / Review Event
A6.13	EPIC Board	No	Commercial Planning / Review Event

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Model Version: v3.2

**Call-Off Schedule 13A: (Health Implementation Plan and Testing)**

Call-Off Ref: C30669

Crown Copyright 2018

Ref.	Type of Information	Required?	Refresh Frequency
A6.14	Elaboration Board	No	Operational Planning Event
A6.15	Sprint Board	No	Operational Planning Event
A6.16	Agile Kanban Board	No	Operational Planning Event

## PART B - TESTING

### 1. DEFINITIONS

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Component"</b>	means any constituent parts of the Deliverables;
<b>"Material Test Issue"</b>	means a test issue of Severity Level 1 or Severity Level 2 as set out in the relevant Test Plan;
<b>"Release"</b>	shall mean a set of Deliverables, agreed by the Buyer as being something which can be released to the intended users of the set of Deliverables;
<b>"Satisfaction Certificate"</b>	means a certificate materially in the form of the document contained in Annex 2: issued by the Buyer when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
<b>"Severity Level"</b>	means the level of severity of a Test Issue, the criteria for which are described in Annex 1;
<b>"Test"</b>	means a procedure intended to establish the quality, performance, or reliability of a Component;
<b>"Test Issue"</b>	means a test issue of Severity Level 3, Severity Level 4 or Severity Level 5 as set out in the relevant Test Plan;
<b>"Test Issue Management Log"</b>	means a log for the recording of Test Issues as described further in Paragraph 9.1 of this Schedule;
<b>"Test Plan"</b>	means a specific set of tests to be incorporated as part of a release plan;
<b>"Test Reports"</b>	means the reports to be produced by the Supplier setting out the results of Tests;