

SCHEDULE 8.2

CHANGE CONTROL PROCEDURE

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1 GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

- 1.1 This Schedule sets out the procedure for dealing with Contract Changes. It sets out the change control process which shall be applied for Contract Changes, Operational Changes and Service Guidance Changes that may be required during the Term of this Agreement. For the purposes of exemplification only, Annex 1 sets out the change process.
- 1.2 Contract Changes are those which require a formal "Contract Variation" document in the form set out in Annex 4 prior to implementation.
- 1.3 Changes which are implemented under the heading of Operational Changes will be recorded on the Change Control Log. If either Party is in doubt about whether a Change falls within the definition of an Operational Change or a Service Guidance Change, then it must be processed as a Contract Change.
- 1.4 The Parties shall deal with Contract Change as follows:
- (a) either Party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with Paragraph 4.3 of this Schedule 8.2 and must state whether the Party issuing the Change Request considers the proposed Contract Change to be an Accelerated or Condensed change (as described in Paragraph 7 below).
 - (b) unless this Agreement otherwise requires, the Supplier shall assess and document the potential impact of a proposed Contract Change in accordance with Paragraph 4.4 of this Schedule 8.2 before the Contract Change can be either Approved or implemented;
 - (c) the Authority shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in Paragraph 6 of this Schedule 8.2;
 - (d) the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 6 of this Schedule 8.2;
 - (e) save as otherwise provided in this Agreement, no proposed Contract Change shall be implemented by the Supplier until a Contract Variation (see Annex 4) has been signed and issued by the Authority in accordance with Paragraph 5.2 of this Schedule 8.2; and
 - (f) if a proposed Contract Change is an Accelerated or Condensed Change, it shall be processed in accordance with Paragraph 7 of this Schedule 8.2.
- 1.5 To the extent that any Contract Change requires testing and/or a programme for implementation (for example, but without limitation, a pilot), then the Parties shall agree a testing strategy, and, where appropriate, the Contract variation relating to such a Contract Change shall specify Milestones and Milestone Date(s) in

respect of such Contract Change for the purposes of such procedures.

1.6 Until a Contract Change has been signed and issued by the Authority in accordance with Paragraph 5.2 of this Schedule 8.2, then:

- (a) unless the Authority expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Agreement as if the proposed Contract Change did not apply; and
- (b) any discussions, negotiations or other communications which may take place between the Authority and the Supplier in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Agreement.

1.7 The Authority shall:

- (a) within five (5) Working Days of the Authority's signature and issue of a Contract Change, upload to Bravo ePS an electronic copy of the fully signed Contract Change form; and
- (b) On a six monthly basis, as a minimum, upload to Bravo ePS an electronic version of the Agreement, updated to reflect all Contract Changes agreed in the relevant Contract Change forms and annotated with a reference to the Contract Change form pursuant to which the relevant Contract Changes were agreed. Following execution of each Contract Change, the Authority will provide an electronic working version of the Agreement to the Suppliers Commercial Director and Legal Director. The Supplier shall review the Agreement and confirm acceptance of the amended Agreement using master document control function. If the Supplier considers the Agreement to be incorrect it shall reject via Bravo and provide comments back to the Authority as to the reason for the rejection.

1.8 If there is no actual amendment to the Agreement and the Change is jointly agreed to be an Operational Change, then the appropriate Change Control Log will be updated to reflect that the Change has been agreed as an Operational Change and the reason for this will be clearly stated. In addition, **Section 5** of the CRF will be completed and issued to the Supplier and to all appropriate stakeholders.

1.9 The Supplier shall ensure that it:

- (a) prioritises Changes, maintains a Change register and groups Changes as appropriate to address agreed Authority priorities, manage agreed dependencies and minimise business disruption;
- (b) provides visibility of impending Changes to users and other affected parties;

- (c) measures, monitors and delivers Change success through appropriate Change management processes;
- (d) manages the cycle time of Change implementation in accordance with agreed timescales and prioritisation of Changes agreed by the Change Board;
- (e) ensures all Changes are progressed through a traceable path;
- (f) ensures all Changes have a fall-back plan that preserves business operations in the event of unforeseen Change impacts; and
- (g) Reports on a Monthly basis on the future Change programme (including Operational Change), volume of Change (including volume of Operational Change) and Change impact to the appropriate governance bodies.

2 COSTS

2.1 Subject to Paragraph 2.3 of this Schedule 8.2:

- (a) the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
- (b) The costs incurred by the Supplier in undertaking a Supplier Proposal shall be borne by the Supplier.

2.2 The cost of any Contract Change shall be calculated and charged in accordance with the principles and Day Rates or day costs (as applicable) set out in Schedule 7.1 (Charges and Invoicing). The Supplier shall be entitled to increase the Charges only if it can demonstrate in the Supplier Proposal that the proposed Contract Change requires additional resources and, in any event, any change to the Charges resulting from a Contract Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources required for the provision of the Services as amended by the Contract Change.

2.3 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

3 MANAGING THE CHANGE PROCESS

3.1 All requests for Change will be managed by the Authority utilising Bravo ePS. The Supplier shall co-operate with and facilitate the Authority in the use of Bravo ePS for this purpose.

4 CHANGE PROCESS

4.1 Flexibility

- 4.1.1 The Parties acknowledge and agree that the process described below is intended to be used with a degree of flexibility and proportionality, allowing each request for Change to be considered on an individual basis depending on the level of complexity. For example, although the process allows for more complicated Changes to have multiple stages i.e. high level proposal followed by detailed submission and commercial negotiations, should a request for Change be very straight forward and at nil cost, it could progress rapidly to completion, by-passing unnecessary stages.

4.2 Internal Impacting

- 4.2.1 Requests for Change (RFC) can be raised by the Authority or the Supplier at any time during the Term. Either way, the originator of the request should undertake its own internal impacting to ensure its appropriate non-commercial stakeholders are in agreement that the proposed Change is necessary/desirable. When the originator is the Authority, they will be expected to have conducted initial impacting internally across operations, finance business partner, policy and commercial colleagues before a formal request for Change is submitted to the Supplier.

4.3 Change Request Form

- 4.3.1 The Change Request shall be substantially in the form set out in Annex 2 and shall be completed to record all requests for Change. Section 1 of the CRF shall be completed by the owner of the Change whether the Supplier or the Authority. If the Change is being proposed by the Authority, Commercial stakeholders will provide the details of the sections/paragraphs of the Agreement which will need to be amended to formalise the Change (where the Change is categorised as a Variation to the Agreement), for inclusion in Section 1 of the CRF. The reason for the Change should also be included here along with the impact should the Change not be implemented. Section 1 shall be completed by the owner of the Change who will record the internal stakeholder outputs. Section 1 of the CRF shall be completed for all changes, and should include details of which parts of the Agreement the Supplier considers would need to be amended to formalise the Change, if it is accepted by the Authority.
- 4.3.2 Section 3 of the CRF will be for impacting comments, where a detailed proposal will be provided. Whichever Party is the originator of the request for Change must stipulate whether a high level proposal is required; or a more detailed proposal is appropriate - the Authority will assist with this. Within this section, minimum requirements for each type of submission are pre-populated; The Authority will work with the originator to provide more detail regarding the requirements of individual proposed Changes, as required.

4.3.3 All CRFs will be checked by the Authority to ensure correct completion and where necessary, the team will liaise with the originator to gain additional information.

4.4 Proposals

4.4.1 The Supplier shall provide a Supplier Proposal, in accordance with the instructions set out in the CRF, clearly stating the CR reference number and confirming the response as “High Level” or “Detailed” proposal as required. The meaning of “High Level” and “Detailed” proposals is explained in the following sub-paragraphs.

4.4.2 High Level proposals will normally be requested by the Authority when it is unclear whether a proposed Change is likely to go ahead or as an interim measure when provision of a detailed proposal is expected to take a significant amount of time and effort for the Supplier to prepare. A High Level proposal must give an outline of how the proposed Change would be delivered and an overview of the impact, together with indicative costs (if appropriate) and estimated timescales for implementation.

4.4.3 If a CRF is generated by the Supplier, in any event, it must include a High Level proposal as a minimum.

4.4.4 Detailed proposals shall provide a more detailed response to a request for Change. They shall state exactly how the proposed Change would impact on:

- (a) provisions of the Agreement;
- (b) delivery model;
- (c) delivery of the service and/or Service Levels;
- (d) the Milestones and/or Mobilisation Plan and any other timetable previously agreed by the Parties;
- (e) financials including details of the cost of implementing the proposed Contract Change (in accordance with the provisions of Paragraph 11 (Changes to Pricing) of Schedule 7.1 (Charges and Invoicing)) and on-going costs required by the proposed Contract Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either party; and
- (f) would provide a detailed timeline for implementing the proposed Change, together with any proposals for testing of the Contract Change.

4.4.5 In relation to requests for Change generated by the Authority, the Authority will consider the timescales associated with each request for Change in its own right and will provide a proposed deadline and such other timescale requirements relating to the proposed Change (which could include, without limitation, the timescale for implementation of the proposed Change if confirmed by the Authority) that it considers to be reasonable in all circumstances. Should the Supplier be unable to meet that deadline and/or the other timescale requirements, then it should contact the Authority as soon as possible with its reasons for being unable to do so. An

alternative proposal deadline and/or other timescale requirements can then be considered by the Authority acting reasonably. If the Parties are ultimately unable to agree on such a deadline date and/or the other timescale requirements, the matter shall be referred to the Dispute Resolution Procedure set out in the Agreement.

4.4.6 If the Contract Change involves the processing or transfer of any Personal Data outside the UK, the preparation of the Supplier Proposal shall also be subject to Clause 23 (Protection of Personal Data).

4.4.7 The calculation of costs for the purposes of Paragraphs 4.4.2 and 4.4.4 shall:

- (a) be based on the Payment Model Template;
- (b) facilitate the Financial Transparency Objectives;
- (c) include estimated volumes of each type of resource to be employed and the applicable rate card;
- (d) include full disclosure of any assumptions underlying such Supplier Proposal;
- (e) include evidence of the cost of any assets required for the Change; and
- (f) include details of any new Sub-contracts necessary to accomplish the Change.

4.5 Unique Reference Numbers

4.5.1 On receipt of a CRF from either Party, the Authority will allocate a unique reference number i.e. CR no. which will remain with the proposed Change throughout the process, regardless of what stage the request for Change is at.

4.6 Impacting, Clarifications and Negotiation

4.6.1 All CRFs received, together with the accompanying Supplier Proposal, will be issued by the Authority to its stakeholders for impacting from an operational and policy perspective. The Authority will produce a collated response, pulling together all comments and areas for clarification.

4.6.2 If the Authority reasonably considers that it requires further information or clarifications regarding the proposed Contract Change so that it may properly evaluate the Supplier Proposal, then within ten (10) Working Days of receiving the Supplier Proposal, it shall notify the Supplier of this fact and detail the further information and/or clarification that it requires using Annex 3 Clarification Question Template. The Supplier shall then respond to those clarifications and re-issue a revised Supplier Proposal within five (5) Working Days of receiving such notification. At the Authority's discretion, the Parties may repeat the process described in this Paragraph 4.6 until the Authority is satisfied that it has sufficient information to properly evaluate the Change Request and Supplier Proposal.

4.6.3 In addition, though not fully illustrated on the process flow diagram, commercial negotiations will, where appropriate take place between the Supplier and the

Authority's commercial lead, potentially resulting in the requirements for a revised proposal.

- 4.6.4 For each request for Change, in addition to registered files, an electronic folder containing the full audit trail of negotiations, email and decisions etc will be maintained under the appropriate CR number. An electronic audit trail will also be available on Bravo ePS.

4.7 Service Guidance Change

- 4.7.1 As a minimum, the Supplier shall hold a six (6) Monthly review to ensure all Service Guidance is up to date and implement Change Control Procedures as appropriate.
- 4.7.2 The Authority retains the right of Approval of all changes to the Service Guidance documentation and shall have a quality assurance role when the Supplier drafts new and/or amends existing Service Guidance documentation.
- 4.7.3 Service Guidance Changes will be sent to the Authority through Bravo ePS, to be registered on the database and circulated to stakeholders for impacting.
- 4.7.4 The Authority will provide stakeholder comments back to the Supplier for acceptance, or will facilitate agreement between the Supplier and the stakeholder, such that the Authority and Supplier agree the Service Guidance Change.

5 AUTHORITY'S RIGHT OF APPROVAL

- 5.1 On receipt of the Supplier Proposal from the Supplier or further information that it may request pursuant to Paragraph 4.6.2 of this Schedule 8.2, the Authority shall evaluate the Change Request and the Supplier Proposal and shall do one of the following:
- a) approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 5.2 of this Schedule 8.2;
 - b) in its absolute discretion reject the Contract Change, in which case it shall notify the Supplier of the rejection. The Authority shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Authority does reject a Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection, save where it would be commercially sensitive for the Authority to do so and/or where the Authority is prevented from doing so as a result of any rights and/or obligations of confidentiality; or
 - c) in the event that it reasonably believes that a Change Request or Supplier Proposal contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within five (5) Working Days of such request. Subject to Paragraph 5.2 of this Schedule 8.2, on receiving the modified Change

Request and/or Supplier Proposal, the Authority shall approve or reject the proposed Contract Change within ten (10) Working Days.

- 5.2 If the Authority approves the proposed Contract Change pursuant to Paragraph 5.1 a, b c of this Schedule 8.2 and it has not been rejected by the Supplier in accordance with Paragraph 6 of this Schedule 8.2, then it shall inform the Supplier and the Supplier shall print two copies of a Contract Variation Form which it shall sign and deliver to the Authority for its signature. Following receipt by the Authority of the Contract Variation Form, it shall execute both copies and return one copy to the Supplier. On the Authority's execution, the Contract Variation Form shall constitute (or, where the Authority has agreed to or required the implementation of a Change prior to signature of a Contract Variation Form, shall constitute confirmation of) a binding variation to this Agreement.
- 5.3 Any disputes arising shall be addressed in line with the Dispute Resolution Procedure detailed within this Agreement.

6 SUPPLIER'S RIGHT OF APPROVAL

- 6.1 Following a Supplier Proposal, if:
- a) the Supplier reasonably believes that any proposed Contract Change which is requested by the Authority would:
 - i) materially and adversely affect the risks to the health and safety of any person; and/or
 - ii) require the Services to be performed in a way that infringes any Law; and/or
 - b) the Supplier demonstrates to the Authority's reasonable satisfaction that the proposed Contract Change is technically impossible to implement and neither the Supplier solution nor the Services description state that the Supplier does have the technical capacity and flexibility required to implement the proposed Contract Change,
 - c) then the Supplier shall be entitled to reject the proposed Contract Change and shall notify the Authority of its reasons for doing so within 5 Working Days after the date on which it is obliged to deliver the Supplier Proposal pursuant to Paragraph 4.4 of this Schedule 8.2.

7 ACCELERATED AND CONDENSED CHANGE PROCESS CRITERIA

- 7.1 In some cases Change Requests will require either an Accelerated or Condensed approach through the standard Change Request process. This does not reduce the controls required or decrease the decision making threshold. An Accelerated process has most of the process steps, but faster; and a Condensed approach has some process steps removed. Any changes to this approach can be made at the discretion of the Authority on an ad-hoc basis. The Parties may agree in writing to use the Accelerated or Condensed Change procedures, in relation to a particular

contract change and shall, using a partnership approach, jointly agree the timescales based on the individual circumstances.

8 WITHDRAWN / REJECTED CHANGE REQUESTS

- 8.1 Should a request for Change be withdrawn or rejected, then the CRF will be completed at Section 5, to reflect this and the originator and/or appropriate stakeholders will be informed. In addition, the CRF will be formally closed down on the Change Control Log, stating the reason for closure.

9 COMMUNICATIONS

- 9.1 For any Change Communication to be valid under this Schedule 8.2, it must be sent to either the Authority Change Control Teams or the Supplier Change Manager, as applicable. The provisions of Clause 44 (Notices) shall apply to a Change Communication as if it were a notice.

Annex 1 - Change Control Process Flow



Change Control
Process Flow Chart.p

Annex 2 - Change Request Form Template

DWP CHES Change Request Form (CRF)

To be completed by CHES Change Team

CRF Number

Version Number

Section 1: To be completed by Change Owner

Supplier (Please select)

CHDA ☐ DWP (Technology) ☐IAS ☐ Capita ☐

Contract (Please Select)

HDAS ☐ AS IS ☐ PIP ☐

PIP – Please select all applicable Lots

Lot 1 ☐ Lot 2 ☐ Lot 3 ☐ Lot 4 ☐

Title of Change

Ask/Recommendation

Please state the key ask /
recommendation of this change

To...

Owner's Name & Division

Owner's contact details	Email: Tel:
Date Raised	
Senior Responsible Owner	
Budget Holder <i>(DWP Completion)</i>	
Name and contact details for Requisitioner: <i>(DWP completion where appropriate)</i>	
DWP / Supplier(s) Sponsor <i>(Please list with whom within the DWP or the Supplier(s) has agreed to be the sponsor)</i>	
Is this change linked to a Business Case / Obligation (Y/N) or a separate change request?	<input type="checkbox"/> <i>Yes</i> <i>If Yes, what is the Reference number?</i> <input type="checkbox"/> <i>No</i>
For HDAS: Has this change been discussed at the Sub-Groups? If yes, which Sub-Group(s) and date discussed?	
Is this change required to meet legal or policy obligations? <i>(tick all applicable)</i> <i>(DWP completion where appropriate)</i>	<input type="checkbox"/> Legal <input type="checkbox"/> Policy <input type="checkbox"/> Not Applicable
Business Areas that have Impacted / been Consulted on this change	Named Individuals within the areas who have impacted / been consulted on with regards to this change

<input type="checkbox"/> Policy	
<input type="checkbox"/> Commercial	
<input type="checkbox"/> Finance	
<input type="checkbox"/> OED	
<input type="checkbox"/> UC Operations	
<input type="checkbox"/> UC Programme	
<input type="checkbox"/> DWP Technology	
<input type="checkbox"/> Northern Ireland (inc DfC)	
<input type="checkbox"/> Estates	
<input type="checkbox"/> Performance Managers	
<input type="checkbox"/> Legals	
<input type="checkbox"/> OGD	
<input type="checkbox"/> Supplier(s)	<i>Name of Supplier & Individuals</i>
<input type="checkbox"/> Others	
Summary Description: Please describe: <ul style="list-style-type: none"> • <i>What is the Change?</i> • <i>What are the change requirements e.g. update guidance, update documentation, training needs etc.?</i> • <i>The scope of the change i.e. local, regional, national</i> • <i>Background to Change request (please provide as an Annex if extensive)</i> • <i>Include any supporting data, annexes, e.g. process flow chart, new forms, etc.</i> 	

<p>Reason for Change</p> <p>Please describe:</p> <ul style="list-style-type: none"> • <i>Benefit realisation</i> • <i>Expected Outcomes</i> • <i>Justification for making the Change e.g. cost savings, operational efficiencies etc.</i> • <i>Performance Impact:</i> <ul style="list-style-type: none"> ○ <i>Volumes</i> ○ <i>Quality</i> ○ <i>Customer Service</i> • <i>What happens if we don't make the change / the change is not progressed?</i> • <i>Risks</i> 	<p><i>Please describe reason for Change:</i></p>
<p>What IT specifications are required?</p>	
<p>Technology Impact</p>	
<p>Commercial Impact</p> <p>Please also detail the relevant schedules/paragraphs in the contract impacted</p> <p><i>To be completed following consultation with Commercials prior to submitting the CRF.</i></p>	
<p>List of associated documents attached to this CRF</p> <p><i>Please list file titles – not embed them into</i></p>	

<i>this form.</i>	
Date Change is required by (date)	
Date sent to CHES Change Team	

Section 2: To be completed by CHES Change Team

CHES Change Review
<p>This change has been reviewed and cleared to be registered by:</p> <p>Signature:</p> <p>Date:</p>

Date of Change Board Meeting	
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Change Board Members		
Name	Business Area	Change Accepted (Y/N)

Change Board decision and justification		

Date sent to Supplier	
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<i>Section 3: Impacting Comments and Responses</i>	
All Impacting comments must include as a minimum:	
<ul style="list-style-type: none"> • Full description of how you would deliver the change; • How/whether your delivery model would be affected; • Full details of any costs and resource implications including any effect on the contract financials aligned to cost breakdown structure (specify if at nil cost to the Authority); • Full details of any savings the change will deliver • What impact the change would have on the contract; • Detailed timeline for delivery of the change; • Risks identified both of implementing change and of not implementing change and mitigations for these; • If impact to payment model, please attach copy of the Pricing Structure and the Payment Model Template. 	
Impacting Comments	

Responses	
Further Comments	
Responses	

<i>Section 4: To be completed by CHES Change Team</i>		
Change Board Members – After Impacting		
Name	Business Area	Change Accepted (Y/N)

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Date of Change Board Meeting	
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Change Board decision and justification

Section 5: Complete if the request for change is to be Closed, Rejected or Withdrawn	
<p>This Change request is</p> <p><i>Closed</i> <input type="checkbox"/></p> <p><i>Rejected</i> <input type="checkbox"/></p> <p><i>Withdrawn</i> <input type="checkbox"/></p>	<p>Reason:</p>
<p>DWP Representative</p>	<p>Name:</p> <p>Signature:</p>

	Date:
Supplier Representative	Name: Signature: Date:

Annex 3 - Change Request Clarification Question Log - CR Number: [insert number]

CRF XXX Clarification Question Log			
CRF Number		Change Originator	
CRF Title		Comments due back by	

CQ Number	Date raised	Raised by	Action Question / Comments	Response by Supplier / DWP	Name / Team	Date replied	Status	Originator's Response / Has this been agreed?

OFFICIAL - COMMERCIAL

Annex 4 - Contract Variation Template

VARIATION TO CONTRACT (hereinafter called “the Variation”)

Contract Name: Health and Disability Assessment Service (hereinafter called “the Agreement”)

For the Provision of: Delivering Health and Disability Assessment Services

Contract Ref Number: UI_DWP_101014 Variation Number: [insert no] HDAS CV [insert no]

BETWEEN:

The Secretary of State for Work and Pensions (hereinafter called “the Authority”)

And

Centre for Health and Disability Assessments (hereinafter called “the Supplier”)

The SUPPLIER and the AUTHORITY entered into the Agreement dated 29 October 2014 and now wish to amend the Agreement.

1. Background

The effective date of these changes will be from [insert date]

2. With effect from [insert date], the Supplier and the Authority agree the following amendments to the Agreement:

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3. Words and expressions in this Variation shall have the meanings given to them in the Agreement.

4. The Agreement, (which will include any previous variations) shall remain effective and unaltered except as amended by this Variation.

5. This Variation is executed as a Deed and is delivered and takes effect at the date specified in paragraph 2 above *[Optional paragraph depending on whether there is Financial Consideration or not]*.

SIGNED:

For and on The Authority
behalf of:

For and on The Supplier
behalf of:

Signature:

Signature:

Full Name:

Full Name:

Title:

Title:

Date:

Date:

(DWP TO COMPLETE)

(SUPPLIER TO COMPLETE)

Executed as a deed in the presence of:

Signature of Witness

Name of Witness [IN BLOCK CAPITALS]

Occupation of Witness

Executed as a deed in the presence of:

Signature of Witness

Name of Witness [IN BLOCK CAPITALS]

Occupation of Witness

[Seal to be applied if Executed under Deed]