

OFFICIAL - SENSITIVE - COMMERCIAL

PCSS Call-Off Terms
Schedule 5.2 (Change Control Procedure)

Primary Care Support Services Call-off Terms

Schedule 5.2

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:

- 1.1.1 changes to the Call-Off Agreement;
- 1.1.2 Permitted Contract Changes;
- 1.1.3 Fast-track Changes; and
- 1.1.4 changes to Contract Controlled Documents;

Changes to the Call-Off Terms

- 1.2 The Customer acknowledges that the Framework Authority and the Supplier may make changes to the Call-Off Terms in accordance with Clause 10 (Contract Changes) of the Framework Agreement including any provisions of the Framework Agreement which are incorporated into the Call-Off Terms by reference (each a "**Call-Off Terms Change**").
- 1.3 In considering and agreeing Changes to this Call-Off Agreement pursuant to this Schedule 5.2 (Change Control Procedure), the Parties shall at all times have regard to the requirements and restrictions set out in Regulation 72 of the Public Contract Regulations 2015.

Permitted Contract Changes

1.4 Where either the Customer or the Supplier wish to make a change to:

- 1.4.1 the terms of the Call-Off Agreement;
- 1.4.2 the contents of the relevant Customer's Call-Off Order Form, including ordering additional Services; or
- 1.4.3 the insertion, deletion or amendment of Special Conditions,

(each a "**Permitted Contract Change**"), such Permitted Contract Change shall be processed in accordance with this Schedule.

1.5 The Parties shall deal with a Permitted Contract Change as follows:

- 1.5.1 either Party may request a Permitted Contract Change which it shall initiate by issuing a Change Request in accordance with Paragraph 3 (Change Request) to the other Party;
- 1.5.2 the Supplier will assess and document the potential impact of a proposed Permitted Contract Change in accordance with Paragraph 4 (Impact Assessment);
- 1.5.3 the Customer shall have the right to request amendments, or approve or reject an Impact Assessment in the manner set out in Paragraph 5 (Customer's Right of Approval);

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- 1.5.4 the Supplier shall have the right to reject a Change Request solely in the manner set out in Paragraph 6 (Supplier's Right of Approval) of this Schedule 5.2 (Change Control Procedure);
 - 1.5.5 no proposed Permitted Contract Change shall be implemented by the Supplier until a Change Authorisation Note has been signed by both Parties;
 - 1.5.6 if the circumstances or nature of a proposed Permitted Contract Change means that the Customer identifies it as an Fast-track Change in the Change Request then it shall be processed in accordance with Paragraph 7 (Fast-track Changes) of this Schedule 5.2 (Change Control Procedure); and
 - 1.5.7 the Parties shall act reasonably in designing any Change Requests and implementing any Permitted Contract Changes.
- 1.6 To the extent that any Permitted Contract Change requires testing and/or a programme for implementation, then the Parties will follow the procedures set out in Schedule 2.8 (Testing) of the Call-Off Terms.
- 1.7 Until such time as the Change Authorisation Note has been signed by both Parties, then:
- 1.7.1 unless the Parties expressly agree otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Call-Off Agreement as if the proposed Permitted Contract Change did not apply; and
 - 1.7.2 any discussions, negotiations or other communications which may take place between the Customer and the Supplier in connection with any proposed Permitted Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's and the Service Recipients' other rights under this Call-Off Agreement.
- 1.8 The Supplier shall:
- 1.8.1 within ten (10) Working Days of the Customer's signature and issue of a Change Authorisation Note, deliver to the Customer a copy of this Call-Off Agreement updated to reflect all Permitted Contract Changes agreed in the relevant Change Authorisation Note and annotated with a reference to the Change Authorisation Note pursuant to which the relevant Contract Changes were agreed; and
 - 1.8.2 thereafter provide the Customer with such further copies of the updated Call-Off Agreement as the Customer may from time to time request.

2. Costs

- 2.1 Subject to Paragraph 2.3:
- 2.1.1 the costs of preparing each Change Request shall be borne by the Party making the Change Request;
 - 2.1.2 the costs incurred by the Supplier in undertaking an Impact Assessment shall be borne by the Party making the Change Request provided that the Customer shall not be required to pay any such costs if:

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- [REDACTED]
- (b) the Supplier is able to undertake the Impact Assessment by using resources already deployed in the provision of the Services; or
 - (c) such costs exceed those in the accepted Impact Assessment Estimate.

- 2.2 The cost of any Permitted Contract Change shall be calculated and charged in accordance with the principles and day rates set out in Schedule 4.1 (Charges and Invoicing). The Supplier shall be entitled to increase the Charges, subject to Paragraph 2.3 below, only if it can demonstrate in the Impact Assessment that the proposed Permitted Contract Change requires additional resources and, in any event, any change to the Charges resulting from a Permitted 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 Permitted Contract Change.
- 2.3 The Supplier shall not be entitled to increase the Charges in the circumstances described in Clause 19.7 of the Call-Off Agreement.
- 2.4 If a Permitted Contract Change is required as a result of any Default by the Supplier, the Customer's costs shall be paid for by the Supplier.

■ [REDACTED]

3. Change Request

- 3.1 Either Party may issue a Change Request to the other Party at any time during the Term. The Change Request shall be substantially in the form of Appendix 1 to this Schedule and state whether or not the Customer considers the proposed Permitted Contract Change to be a Fast-track Change.
- 3.2 If the Supplier issued the Change Request, then it shall also provide an Impact Assessment to the Customer as soon as is reasonably practicable but in any event within ten (10) Working Days of issuing the Change Request.
- 3.3 If the Customer issues the Change Request, then the Supplier shall provide as soon as reasonably practical and in any event within ten (10) Working Days of the date of receiving the Change Request an estimate ("**Impact Assessment Estimate**") of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Customer within ten (10) Working Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Customer.
- 3.4 If the Customer accepts an Impact Assessment Estimate then following receipt of notice of such acceptance the Supplier shall provide the completed Impact Assessment to the Customer as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate. If the Supplier requires any clarification in relation to the Change Request before it can deliver the Impact Assessment, then it shall promptly make a

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request for clarification to the Customer and provided that sufficient information is received by the Customer to fully understand:

3.4.1 the nature of the request for clarification; and

3.4.2 the reasonable justification for the request,

the time period to complete the Impact Assessment shall be extended by the time taken by the Customer to provide that clarification. The Customer shall respond to the request for clarification as soon as is reasonably practicable.

4. Impact Assessment

4.1 Each Impact Assessment shall be completed in good faith and shall include:

4.1.1 details of the proposed Permitted Contract Change including the reason for the Permitted Contract Change;

4.1.2 details of the impact of the proposed Permitted Contract Change on the Services and the Supplier's ability to meet its other obligations under this Call-Off Agreement;

4.1.3 any variation to the terms of this Call-Off Agreement that will be required as a result of that impact, including changes to:

(a) the Target Service Levels;

(b) the format of Customer Data;

(c) the Milestones, Transition Plan and any other timetable previously agreed by the Parties; and/or

(d) other services provided by third party contractors to the Customer or Service Recipients;

4.1.4 details of the cost of implementing the proposed Permitted Contract Change;

4.1.5 details of the ongoing costs required by the proposed Permitted 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;

4.1.6 a timetable for the implementation, together with any proposals for the testing of the Permitted Contract Change;

4.1.7 details of how the proposed Permitted Contract Change will ensure compliance with any applicable Change in Law; and

4.1.8 such other information as the Customer may reasonably request in (or in response to) the Change Request.

4.2 If the Permitted Contract Change involves the processing or transfer of any Personal Data

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outside the European Economic Area, the preparation of the Impact Assessment shall also be subject to Clause 30 (Protection of Personal Data).

- 4.3 Subject to Paragraph 4.4, the Customer shall review the Impact Assessment and respond to the Supplier in accordance with Paragraph 5 (Customer's Right of Approval) within fifteen (15) Working Days of receiving the Impact Assessment.
- 4.4 If the Customer reasonably considers that it requires further information regarding the proposed Permitted Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within five (5) Working Days of receiving the Impact Assessment, it shall notify the Supplier and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Customer within ten (10) Working Days of receiving such notification. At the Customer's discretion, the Parties may repeat the process described in this Paragraph 4.4 until the Customer is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.
- 4.5 The calculation of costs for the purposes of Paragraphs 4.1.4 and 4.1.5 shall:
 - 4.5.1 be based on the Financial Model;
 - 4.5.2 facilitate the Financial Transparency Objectives;
 - 4.5.3 include estimated volumes of each type of resource to be employed and the applicable rate card;
 - 4.5.4 include full disclosure of any assumptions underlying such Impact Assessment;
 - 4.5.5 include evidence of the cost of any assets required for the proposed Permitted Contract Change; and
 - 4.5.6 include details of any new Sub-contracts necessary to accomplish the proposed Permitted Contract Change.

5. Customer's Right of Approval

- 5.1 Within fifteen (15) Working Days of receiving the Impact Assessment from the Supplier or within ten (10) Working Days of receiving the further information that it may request pursuant to Paragraph 4.4, the Customer shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
 - 5.1.1 approve the proposed Permitted Contract Change, in which case the Parties shall follow the procedure set out in Paragraph 5.2 below;
 - 5.1.2 in its absolute discretion reject the Proposed Permitted Contract Change, in which case it shall notify the Supplier of the rejection. The Customer shall not reject any proposed Permitted Contract Change to the extent that the Permitted Contract Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Customer does reject a Permitted Contract Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or

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- 5.1.3 in the event that it reasonably believes that a proposed Change Request or Impact Assessment 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 4.4, on receiving the modified Change Request and/or Impact Assessment, the Customer shall approve or reject the proposed Contract Change within ten (10) Working Days.
- 5.2 If the Customer approves the proposed Permitted Contract Change pursuant to Paragraph 5.1 and the proposed Permitted Contract Change has not been rejected by the Supplier in accordance with Paragraph 6, then the Customer shall inform the Supplier and the Supplier shall prepare and sign 2 copies of a Change Authorisation Note which it shall sign and deliver to the Customer for its signature. Following receipt by the Customer of the signed Change Authorisation Note, the Customer shall sign both copies and return 1 copy to the Supplier. On the Customer's signature, the Change Authorisation Note shall constitute a binding variation to this Call-Off Agreement.
- 6. Supplier's Right of Approval**
- 6.1 Following an Impact Assessment, if:
- 6.1.1 the Supplier reasonably believes that any proposed Permitted Contract Change which is requested by the Customer would:
- (a) materially and adversely affect the risks to the health and/or safety of any person; and/or
 - (b) require the Services to be performed in a way that infringes any Law; and/or
- 6.1.2 the Supplier demonstrates to the Customer's reasonable satisfaction that the proposed Permitted Contract Change is technically impossible to implement and neither the Supplier Solution nor the Framework Agreement state that the Supplier does have the technical capacity and flexibility required to implement the proposed Permitted Contract Change,
- then, the Supplier shall be entitled to reject the proposed Permitted Contract Change and shall notify the Customer of its reasons for doing so within five (5) Working Days after the date on which it is obliged to deliver the Impact Assessment pursuant to Paragraph 3.3.
- 6.2 If the Supplier believes it is entitled to reject the proposed Permitted Contract Change in accordance with Paragraph 6.1 above, the Supplier shall, at the same time as its notice, be obliged to provide the Customer with reasonable alternative suggestions to allow the Customer to achieve the desired outcome of the proposed Permitted Contract Change without rejection by the Supplier in accordance with Paragraph 6.1.
- 7. Fast-track Changes**
- 7.1 The Parties acknowledge that in order to ensure operational efficiency, there may be circumstances where it is desirable to expedite the Permitted Contract Change process set out above.

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- 7.2 If:
- 7.2.1 the total number of Permitted Contract Changes in relation to which this Fast-track Change procedure has been applied does not exceed 4 in any 12 month period; and
 - 7.2.2 both Parties agree the value of the proposed Permitted Contract Change over the remaining Term and any period for which Termination Services may be required does not exceed £10 million and the proposed Contract Change is not significant (as determined by the Customer acting reasonably),

then the Parties may agree in writing that they shall use the process set out in Paragraphs 3, 4, 5 and 6 but with reduced timescales, such that any period of fifteen (15) Working Days is reduced to five (5) Working Days, any period of ten (10) Working Days is reduced to two (2) Working Days and any period of five (5) Working Days is reduced to one (1) Working Day.

- 7.3 The Parties may agree in writing to revise the parameters set out in Paragraph 7.2 from time to time or that the Fast-track Change procedure shall be used in relation to a particular Contract Change notwithstanding that the total number of Contract Changes to which such procedure is applied will then exceed 4 in a 12 month period.

8. Document Change Procedure

- 8.1 Version 1.0 of each Contract Controlled Document shall be the first version of each Contract Controlled Document that is agreed between the Parties.

- 8.2 Changes to Contract Controlled Documents shall be made in accordance with the procedure set out in respect of that Contract Controlled Document in this Call-Off Agreement or in the Contract Controlled Document itself. If no such procedure is provided, a change to a Contract Controlled Document shall be made in accordance with the procedure in Paragraph 8.3.

- 8.3 Changes to Contract Controlled Documents:

- 8.3.1 Changes to Contract Controlled Documents shall only be effective when signed by an authorised representative of each Party listed in the relevant Contract Controlled Document and, unless and until so approved and given an appropriate version number, shall constitute draft documents only.

- 8.3.2 Changes to the Contract Controlled Documents shall be recorded by issuing a new version of the relevant Contract Controlled Document to all appropriate personnel of both Parties signed by the authorised representatives referred to in Paragraph 8.3.1.

- 8.3.3 Upon:

- (a) a new Contract Controlled Document being agreed; and/or
- (b) the Parties agreeing that an existing Contract Controlled Document should no longer be classified as a Contract Controlled Document,

the information in Appendix 4 (Contract Controlled Documents) shall promptly be updated accordingly.

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- 8.3.4 Any change to a Contract Controlled Document under this Paragraph 8.3 which gives rise to any change other than as described in this Paragraph 8.3 shall be processed as a change to the Call-Off Agreement under the Change Control Procedure.
- 8.4 Subject to Paragraph 8.5, each Party shall bear its own costs in relation to any change to a Contract Controlled Document.
- 8.5 If a change to a Contract Controlled Document is required as a result of a Default, the Party who committed the Default shall reimburse on demand the other Party's reasonable additional direct costs and expenses incurred in connection with the documentation, review and/or approval of such change.

9. Communications

For any Change Communication to be valid under this Schedule, it must be sent to either the Customer Change Manager or the Supplier Change Manager, as applicable. The provisions of Clause 60 (Notices) shall apply to a Change Communication as if it were a notice.

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Appendix 1

Change Request

[] Call-Off Agreement

Change Request No. []

SECTION 1: ADMINISTRATIVE MATTERS

1. Change Title		
2. Type of change	<input type="checkbox"/> Permitted Contract Change <input type="checkbox"/> Fast-track Change <input type="checkbox"/> Order for Additional Services	
3. Requesting Party	Customer <input type="checkbox"/> Supplier <input type="checkbox"/>	
4. Date Raised		
5. Date by which change needs to implemented		

SECTION 2: REQUESTING PARTY CONTACT DETAILS

1. Name		
2. Position		
3. Organisation		
4. Email		
5. Telephone	Desk:	Mobile:

SECTION 3: DETAILS OF CHANGES PROPOSED

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[Guidance Note: It is essential that each proposed change is documented. Please provide details to enable the change to be impact assessed. Please provide the following information:]

Change required:

Reason for the change:

Impact of not implementing the change:

Any known dependencies/constraints:

Any related Change Requests:

Any further relevant information:

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SECTION 4: JUSTIFICATION / BENEFITS OF CHANGE

<p>1. Please provide full details of the justification or benefits that would result from the agreement and subsequent implementation of this Change Request.</p>

[SECTION 5: ADDITIONAL SERVICES ORDERED (IF APPLICABLE)]

1. Please provide full details (including the unique reference number) of the Additional Services ordered by the Customer or Service Recipient.	
Services Requirement	
[insert unique reference number]	

SECTION 6: AUTHORISATION

1. Signature		
2. Name		
3. Position		
4. Date		
5. Organisation		
6. Email		
7. Telephone	Desk:	Mobile:

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SECTION 7: FOR COMPLETION BY SUPPLIER

Is further information required to progress to an Impact Assessment ("IA")?

Yes ☐ No ☐

If Yes please clarify what further information is required:

Signed for and on behalf of the [Supplier]/[Customer]:

Signature:

Print Name:

Position:

Date:

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Appendix 2

Impact Assessment Form

[●] Call-Off Agreement

Impact Assessment of Change Request No. [●]

SECTION 1: EXECUTIVE SUMMARY

1. To the best of your knowledge, information and belief, would implementation of the Change Request:
 - a. have an adverse impact on delivery of the Services or the services provided to any Other Customer: Yes ☐ No ☐
 - b. result in a change to the price of the Services: Yes ☐ No ☐
 - c. alter any interfaces with third party systems or services: Yes ☐ No ☐
 - d. create any new Customer Responsibilities: Yes ☐ No ☐
 - e. require the Customer to give any new warranties, representations, undertakings and/or indemnities: Yes ☐ No ☐
2. Please provide a short summary of the impact that the implementation of the Change Request would have on the Call-Off Agreement or any Other Call-Off Agreement and the Services or any of the services provided to Other Customers (include details of any impact on delivery timescales, price and risk):

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SECTION 2: BENEFIT STATEMENT

Does the implementation of the Change Request deliver the benefits anticipated: Yes ☐ No ☐

If No, please confirm that your technical proposal fully implements the Change Request and shall not have an adverse impact on the Services or the business of the Customer. Please also provide details of the reason why the Change Request will not deliver the benefits anticipated and suggest how such benefits could be realised.

SECTION 3: SUPPLIER'S TECHNICAL PROPOSAL

[Guidance Note: Please note that this section is intended to be a technical description of how you would implement the change. The contractual changes required to give effect to the change are to be set out in Sections 3 to 5 of this Impact Assessment.]

Please provide full details of how you would implement the Change Request and the impact implementing the change would have. These details are to include:

- a. Details of the change solution including any dependencies*
- b. Risks and impacts*
- c. Interfaces impacted*
- d. Cost*
- e. Proposed date for implementation*
- f. Expiry date of IA]*

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SECTION 4: DETAILS OF IMPACT ON THE AGREEMENT

Clauses

Is any amendment required to the Clauses of the Call-Off Agreement: Yes ☐ No ☐. If Yes, please provide details of each proposed change to the Clauses.

Proposed Change 1.

[Guidance Note: Provide the Clause number and details of the changes to be made to that Clause and any defined terms and details of the changes to be made to those defined terms.]

Schedules

Is any amendment required to the Schedules to the Call-Off Agreement: Yes ☐ No ☐. If Yes, please provide details of each change proposed to the Schedules:

Proposed Change 1.

[Guidance Note: Provide the Schedule and Paragraph number and details of the changes to be made to that Paragraph and any defined terms and details of the changes to be made to those defined terms.]

SECTION 5: COMPLIANCE STATEMENT

Was the Impact Assessment completed within 10 Working Days of the Supplier's receipt of the Change Request or, if the Supplier raised the Change Request, was the Impact Assessment delivered to the Customer with the Change Request: Yes ☐ No ☐. If No, please explain why the Impact Assessment was not completed within the timescale required by the Agreement.

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SECTION 6: AUTHORISATION

<p>Signed for and on behalf of the Supplier:</p> <p>Signature:</p> <p>Print Name:</p> <p>Position:</p> <p>Date:</p>

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Appendix 3

Change Authorisation Note

[●] Call-Off Agreement

Change Authorisation Note for Change Request No. [●]

SECTION 1: ADMINISTRATIVE MATTERS

1. Change Title		
2. Type of change	<input type="checkbox"/> Permitted Contract Change <input type="checkbox"/> Fast-track Change <input type="checkbox"/> [Order for Core and/or Additional Services]	
3. Requesting Party	Customer <input type="checkbox"/> Supplier <input type="checkbox"/>	
4. Date raised		
5. Impact Assessment No.		
6. Date Impact Assessment received		

SECTION 2: SUMMARY OF CHANGE REQUIRED

Summary of change		
Cost	£	
Agreed delivery date		

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SECTION 3: AUTHORISATION

Signed for and on behalf of the Customer:

Signature:

Print name:

Position:

Date:

Signed for and on behalf of the Supplier:

Signature:

Print name:

Position:

Date:

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Appendix 4

Contract Controlled Documents

1. Rectification Plans
2. Test Plan
3. Test Strategy
4. Outline Transition Plan
5. Detailed Transition Plan
6. Outline Transformation Plan
7. Detailed Transformation Plan
8. Annual Volume Forecast
9. User Satisfaction Survey Document