

OFFICIAL - SENSITIVE - COMMERCIAL

PCSS Call-Off Terms
Schedule 2.7 (Transformation Plan)

Primary Care Support Services Call-Off Terms
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Transformation Plan

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1. Introduction

1.1 This Schedule:

1.1.1 defines the process for the preparation and implementation of the Outline Transformation Plan and Detailed Transformation Plan; and

1.1.2 identifies the Milestones (and associated Deliverables) including the Milestones which trigger payment to the Supplier (if any) of the applicable Milestone Payments following the issue of the applicable Milestone Achievement Certificate.

2. Outline Transformation Plan

2.1 The Outline Transformation Plan in respect of each Call-Off Agreement shall be as set out at Appendix 5 of the Call-Off Order Form applicable to that Call-Off Agreement.

2.2 All changes to the Outline Transformation Plan shall be subject to the Change Control Procedure relating to Contract Controlled Documents, provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 44 (Customer Cause)).

3. Approval of the Detailed Transformation Plan

3.1 The Supplier shall submit a draft of the Detailed Transformation Plan and "Programme Initiation Document" based on the Outline Transformation Plan to the Customer for approval within twenty (20) Working Days of the Call-Off Effective Date.

3.2 The Supplier shall ensure that the draft Detailed Transformation Plan or the "Programme Initiation Document":

3.2.1 incorporates all of the Milestones and Milestone Dates set out in the Outline Transformation Plan;

3.2.2 includes (as a minimum) the Supplier's proposed timescales in respect of the following for each of the Milestones:

3.2.2.1 the completion of each Deliverable comprised in each Milestone;

3.2.2.2 the completion of any Testing to be undertaken in accordance with Schedule 2.8 (Testing); and

3.2.2.3 training and roll-out activities;

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- 3.2.3 clearly outlines all the steps/tasks required to implement the Milestones to be achieved;
 - 3.2.4 in respect of each step/task, clearly outlines the required roles and responsibilities of both Parties, including staffing requirements;
 - 3.2.5 is produced using a software tool as specified, or agreed by the Customer;
 - 3.2.6 sets out the Milestone Achievement Criteria for each Milestone (which for the avoidance of doubt shall apply as described in Paragraph 13 of Schedule 2.8 (Testing)); and
 - 3.2.7 sets out the date on which the Transformation Completion Milestone will be Achieved.
- 3.3 Prior to the submission of the draft Detailed Transformation Plan to the Customer in accordance with Paragraph 3.1, the Customer shall have the right:
- 3.3.1 to review any documentation produced by the Supplier in relation to the development of the Detailed Transformation Plan, including:
 - 3.3.1.1 details of the Supplier's intended approach to the Detailed Transformation Plan and its development;
 - 3.3.1.2 copies of any drafts of the Detailed Transformation Plan produced by the Supplier; and
 - 3.3.1.3 any other work in progress in relation to the Detailed Transformation Plan; and
 - 3.3.2 to require the Supplier to include any reasonable changes or provisions in the Detailed Transformation Plan.
- 3.4 Following receipt of the draft Detailed Transformation Plan from the Supplier, the Customer shall:
- 3.4.1 review and comment on the draft Detailed Transformation Plan as soon as reasonably practicable; and
 - 3.4.2 notify the Supplier in writing that it approves or rejects the draft Detailed Transformation Plan no later than twenty (20) Working Days after the date on which the draft Detailed Transformation Plan is first delivered to the Customer.
- 3.5 If the Customer rejects the draft Detailed Transformation Plan:

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- 3.5.1 the Customer shall inform the Supplier in writing of its reasons for its rejection; and
- 3.5.2 the Supplier shall then revise the draft Detailed Transformation Plan (taking reasonable account of the Customer's comments) and shall re-submit a revised draft Detailed Transformation Plan to the Customer for the Customer's approval within 20 Working Days of the date of the Customer's notice of rejection or such other period as the parties may agree. The provisions of Paragraph 3.4 and this Paragraph 3.5 shall apply again to any resubmitted draft Detailed Transformation Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 3.6 If the Customer approves the draft Detailed Transformation Plan, it shall replace the Outline Transformation Plan from the date of the Customer's notice of approval.
- 4. Updates to and Maintenance of the Detailed Transformation Plan**
- 4.1 Following the approval of the Detailed Transformation Plan by the Customer:
- 4.1.1 the Supplier shall submit an up-to-date Detailed Transformation Plan to the Customer every month starting one (1) month from the approval of the first Detailed Transformation Plan by the Customer;
- 4.1.2 without prejudice to Paragraph 4.1.1, the Customer (acting reasonably) shall be entitled to request a revised Detailed Transformation Plan at any time by giving written notice to the Supplier and the Supplier shall submit a draft revised Detailed Transformation Plan to the Customer within ten (10) Working Days of receiving such a request from the Customer (or such longer period as the Parties may agree provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure);
- 4.1.3 any revised Detailed Transformation Plan which results in the amendment of any Milestone shall (subject to Paragraph 4.2) be submitted by the Supplier for approval in accordance with the procedure set out in Paragraph 3, provided that the parties may agree in writing to expedite the timescales for submission and/or approval of such revisions; and
- 4.1.4 the Supplier's performance against the Transformation Plan shall be monitored at meetings of the Service Management Board (as defined in Schedule 5.1 (Governance)). In preparation for such meetings, the current Detailed Transformation Plan shall be provided by the Supplier to the Customer not less than 5 Working Days in advance of each meeting of the Service Management Board.
- 4.2 Any amendments to the Detailed Transformation Plan shall be subject to the Change

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Control Procedure in respect of Contract Controlled Documents provided that in no circumstances shall the Supplier be entitled to alter any Milestone Date without agreement from the Customer or in accordance with Clause 44 (Customer Cause).

- 4.3 Subject to any exceptions notified to the Supplier by the Customer in accordance with Paragraph 4.2, any proposed amendments to the Detailed Transformation Plan shall not come into force until they have been approved in writing by the Customer.

5. Government Reviews

- 5.1 The Supplier acknowledges that the Services may be subject to Government review at key stages of the project (such as Gateway Reviews). The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.