

SCHEDULE 19
CHANGE CONTROL PROCEDURES
(Clause 8.4)

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SCHEDULE 19**CHANGE CONTROL PROCEDURES****1 PRINCIPLES**

- 1.1 For the avoidance of doubt, the AUTHORITY and the CONTRACTOR agree and acknowledge that the work carried out by the CONTRACTOR in accordance with the provisions of this Schedule 19 is at no additional cost to the AUTHORITY.
- 1.2 Where the AUTHORITY or the CONTRACTOR see a need for a change under this Agreement pursuant to Clause 8.4, the AUTHORITY may at any time request, and the CONTRACTOR may at any time recommend, such change only in accordance with the Change Control Procedures as set out in this Schedule 19.
- 1.3 Any changes subject to this Schedule 19 shall be agreed between the parties. Neither the AUTHORITY nor the CONTRACTOR shall unreasonably withhold or delay its agreement to any such change.
- 1.4 Until such time as a change is made in accordance with these Change Control Procedures, the CONTRACTOR shall, unless otherwise agreed in writing by the authorised representatives of both parties, continue to perform the Services as if the request or recommendation had not been made.
- 1.5 Any discussion which may take place between the AUTHORITY and the CONTRACTOR in connection with a request or recommendation before the authorisation of a resultant change to the Services shall be without prejudice to the rights of either party.
- 1.6 Any work undertaken by the CONTRACTOR, its Subcontractors or agents which has not been authorised in advance by the AUTHORITY and in accordance with the provisions of this Schedule 19 shall be undertaken entirely at the expense and liability of the CONTRACTOR.
- 1.7 Neither party shall be entitled to claim for the cost of a change to the Services which has been agreed in accordance with the provisions of this Schedule 19 unless such claim is in excess of five thousand pounds (£5,000) subject to the provisions contained in Schedule 12 of this Agreement.

2 PROCEDURES

- 2.1 A Change Proposal Form (CPF), as detailed in the Service Specification, shall be raised by either party to facilitate discussion between the AUTHORITY and the CONTRACTOR concerning a change to the Agreement.
- 2.2 Upon receipt of a CPF from either party, the other party shall have up to fourteen (14) Working Days (or such other reasonable period as may be agreed by the parties) to consider and discuss it. Such discussion shall result in either:
- a) no further action being taken; or
 - b) a change to the Agreement.
- 2.3 The CPF shall be in the form set out in Appendix 1 to this Schedule 19.
- 2.4 Once a CPF is agreed in accordance with this Schedule 19, the CONTRACTOR shall, within five (5) Working Days of such agreement, submit to the AUTHORITY a Change Control Note (CCN) in the form set out in Appendix 2 to this Schedule 19. A CPF shall

not be effective to amend this Agreement unless the resulting CCN is executed in accordance with the following paragraphs of this Schedule 19.

- 2.5 For each CCN submitted the CONTRACTOR shall:
- a) allocate a sequential number to the CCN; and
 - b) arrange for two (2) copies to be made available for signature by the authorised representatives of the AUTHORITY and the CONTRACTOR or their authorised deputies.
- 2.6 The AUTHORITY will arrange for the production of appropriate updated Agreement documentation for agreement by the CONTRACTOR in accordance with the timescales and procedures stipulated in the Service Specification.
- 2.7 A CCN shall not be effective to amend this Agreement unless and until the CCN sets out in full the amended text of the Clauses and/on Schedules of the Agreement affected by the change and is duly executed on behalf of both parties in accordance with the provisions of Clause 8.4.1.
- 2.8 For the avoidance of doubt all disputes between the AUTHORITY and the CONTRACTOR relating to the Change Control Procedures or any aspect thereof shall be resolved in accordance with the Alternative Dispute Resolution Procedure.

APPENDIX 1**CHANGE PROPOSAL FORM**

- 1 The CPF and the procedures relating to its usage shall form part of the Service Specification.
- 2 Each CPF shall contain:
 - a) a unique identifier;
 - b) the title of the change;
 - c) the name of the originator and date of the request or recommendation for the change;
 - d) the reason for the change;
 - e) full details of the change including any specifications;
 - f) the Charges, if any, to be made for the change including all one-off (non recurring) Charges;
 - g) a timetable for implementation together with any proposals for acceptance of the change;
 - h) a schedule of payments if appropriate;
 - i) details of the likely impact, if any, of the change on other aspects of the Agreement and/or the Service Specification including but not limited to:
 - (i) the term of this Agreement;
 - (ii) the personnel to be provided;
 - (iii) the Charges;
 - (iv) the Services;
 - (v) the payment profile;
 - (vi) the documentation to be provided;
 - (vii) the responsibilities of the AUTHORITY and the CONTRACTOR;
 - (viii) the training to be provided;
 - (ix) Service Levels;
 - (x) working arrangements;
 - (xi) security;
 - (xii) standards;
 - (xiii) other contractual issues; and
 - j) provision for the AUTHORITY to record the progress with dates of the CPF for each stage as follows:
 - (i) submitted;

- (ii) further information required;
- (iii) further information received;
- (iv) revised CPF received; and
- (v) consideration, discussion and agreement to the CPF.

**APPENDIX 2
CHANGE CONTROL NOTE**

CCN Number:

Title:

Originator of the change:

Date of proposal for the change:

Reason for the change:

Timescales for the change:

Impact of the change:

WHEREAS the CONTRATOR and the AUTHORITY entered into the Medical Services Agreement dated 15 March 2005 (the "Original Agreement") and now wish to amend the Original Agreement.

IT IS AGREED as follows

- 1. With effect from [date] the Original Agreement Ref... shall be amended as set out in this contract Change Note:

[Full details of any amendments to the Original Agreement should be inserted here.]

- 2. Save as herein amended all other terms and conditions of the Original Agreement shall remain in full force and effect.

Signed for and on behalf of the CONTRACTOR:

By

Name:

Title:

Signed for and on behalf of the AUTHORITY:

By:.....

Name:.....

Title:.....