



Department
for Work &
Pensions



DWP Commercial Directorate
Employment Category
Department for Work and
Pensions
3rd Floor, Hartshead Square
Sheffield
S1 2FD

www.dwp.gov.uk

15th September 2022

Ingeus UK Ltd
Fifth Floor
18 Mansell Street
London, E1 8AA

CHANGE AUTHORISATION LETTER: CR 047

Dear [Redacted]

Work and Health Programme – CPA 3 – ECM_4671 (as amended) between the (1) Secretary of State for Work and Pensions (the “Authority”) and (2) Ingeus UK Ltd (the “Contractor”) (the “Contract”).

1. The Authority wishes to amend the Contract in accordance with CR 047 and the Schedule attached to CR 047.
2. Terms used but not otherwise defined in this letter have the same meaning as set out in the Contract to which the term refers.

Background

3. Variation CV02 sets out the process for making Contract Changes and Substantial Changes by way of a Change Authorisation Letter.
4. Change Authorisation Letter CR 047 has been set out in accordance with variation CV02.
5. The proposed amendments to the Contract are detailed in Schedule 1 of Change Authorisation Letter CR 047.
6. The Contract, including any previous variations, will remain effective and unaltered except as amended by CR 047.

Schedules attached to CR 047

7. The following Schedules are attached to CR 047
 - i. Schedule 1: Proposed Contract Modifications

Miscellaneous

8. The terms of CR 047 take effect from the date the Change Authorisation Letter has been signed by both Parties and received by the First Party from the Second Party.
9. CR 047 shall not constitute a waiver of any right or remedy of the Authority or the Contractor arising before, during or after CR 047, except to the extent set out in CR 047.

Please confirm your acceptance of CR 047 by countersigning this letter and uploading a scanned copy to the Jaggaer (DWP e-portal) messaging facility of the contract.

If you have any queries, please contact the team through the messaging facility in Jaggaer.

Yours sincerely,

[Redacted]

[Redacted]
Deputy Chief Commercial Officer
For and on behalf of the Authority

We hereby acknowledge receipt and accept the terms of CR 047.

Signed: __[Redacted]_____
For and on behalf of the Contractor

Name: [Redacted]

Position: Chief Executive Officer

Date: 30 September 2022

Schedule 1: Proposed Contract Modifications

Key

~~Blue struck-through text~~: text to be deleted

Red text: text to be added

| Contract Provision | Modification |
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| <p>Clause A1 (Definitions and Interpretation)</p> | <p><i>The following terms shall be added:</i></p> <p>“Applicable Performance Level” means the tMPL (as set out at Schedule 2 paragraph 1A) for Referrals made on or before 31st October 2022, and the MPL (as set out at Schedule 2 paragraph 1B) for Referrals made on or after 1st November 2022.</p> <p>“Contracting Body Assets” means the Contracting Body Materials, the Contracting Body infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Contracting Body and which is or may be used in connection with the provision or receipt of the WHP Services.</p> <p>“Contracting Body Materials” means the Contracting Body Data together with any materials, documentation, information, programs and codes supplied by the Contracting Body to the Contractor, the IPRs in which: (a) are owned or used by or on behalf of the Contracting Body; and (b) are or may be used in connection with the provision or receipt of the WHP Services, but excluding any Project Specific IPRs, Specially Written Software, Supplier Software, Third Party Software and Documentation relating to Supplier Software or Third Party Software.</p> <p>“Contractor Equipment” means the hardware, computer and telecoms devices and equipment used by the Contractor or its Sub-contractors (but not hired, leased or loaned from the Contracting Body) for the provision of the WHP Services.</p> <p>“Documentation” means descriptions of the WHP Services, details of the Contractor System (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as: (a) is required to be supplied by the Contractor to the Contracting Body under this WHP Contract; (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Contracting Body to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide WHP Services; (c) is required by the</p> |

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| | <p>Contractor in order to provide the WHP Services; and/or (d) has been or shall be generated for the purpose of providing the WHP Services.</p> <p>“MPL” or “Minimum Performance Level” means the performance level set out at paragraph 1B of Schedule 2 (Minimum Performance Level (MPL), Tender Minimum Performance Levels (tMPLs), Required Number of Outcomes (RNOs) and Customer Service Standards (CSS)), and which applies to Referrals made on or after 1st November 2022.</p> <p>“Security Policies and Standards” means the Security Policies and the Security Standards.</p> <p>“Security Standards” means the Contracting Body’s security standards published by the Contracting Body from time to time and shall include any successor, replacement or additional security standards. The security standards are set out in Annex A and Annex B to Schedule 6 (Security Requirements).</p> <p>“Specially Written Software” means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Contractor (or by a Sub-contractor or other third party on behalf of the Contractor) specifically for the purposes of this WHP Contract, including any modifications or enhancements to Contractor Software or Third Party Software created specifically for the purposes of this WHP Contract.</p> <p>“Updated Contract Cost Register” shall have the meaning given in Schedule 1 (The WHP Services).</p> |
| | <p><i>The following terms shall be amended as provided:</i></p> <p>“Anticipated Contract Value” means the sum set out at paragraph 1.48 of the WHP Specification which relates to this WHP Contract as adjusted in accordance with paragraph 4.2(c)(b) of Schedule 4 of this WHP Contract [Redacted]</p> <p>“Average Annual Contract Value” means [Redacted]</p> <p>“Backlog” has the meaning set out in CSS4 CSS3 in Schedule 2 (Minimum Performance Level (MPL), Tender Minimum Performance Levels (tMPLs), Required Number of Outcomes (RNOs) and Customer Service Standards (CSS)).</p> <p>“Contractor System” means any ICT systems provided by the Contractor (and any Sub-contractor) which are or may be used for the provision of the WHP Services. any such electronic or hard copy system/process utilised in the delivery of the WHP Services and that is used to transfer, disclose, receive or store Contracting Body Data including, but not limited to, any web-enabled system, database, electronic media, e-mail or hard copy system.</p> <p>“Covid Monthly Payment” means the payment(s) which the Authority may make to the Contractor during the Covid Relief Period in accordance with CV04 Schedule 2 (Payment Model).</p> <p>“CPA Disability RNO” means the total number of Outcomes which the Contractor is required to have achieved during the Performance</p> |

Measurement Period in respect of all Start Cohorts of Disability Participant Starts in the CPA. The CPA Disability RNO shall be calculated by the Contracting Body on the basis of the ~~Performance Offers and Cohort Profiles in the tMPLs~~ **Applicable Performance Level** set out in Schedule 2.

“CPA Early Access RNO” means the total number of Outcomes which the Contractor is required to have achieved during the Performance Measurement Period in respect of all Start Cohorts of Early Access Participant Starts in the CPA. The CPA Early Access RNO shall be calculated by the Contracting Body on the basis of the ~~Performance Offers and Cohort Profiles in the tMPLs~~ **Applicable Performance Level** set out in Schedule 2.

“CPA LTU RNO” means the total number of Outcomes which the Contractor is required to have achieved during the Performance Measurement Period in respect of all Start Cohorts of LTU Participant Starts in the CPA. The CPA LTU RNO shall be calculated by the Contracting Body on the basis of the ~~Performance Offers and Cohort Profiles in the tMPLs~~ **Applicable Performance Level** set out in Schedule 2.

“CPA RNO” means the total number of Outcomes which the Contractor is required to have achieved during the Performance Measurement Period in respect of all Start Cohorts in the CPA. The CPA RNO shall be calculated by the Contracting Body on the basis of the ~~Performance Offers and Cohort Profiles in the tMPLs~~ **Applicable Performance Level** set out in Schedule 2.

“DDA RNO” means the total number of Outcomes which the Contractor is required to have achieved during the Performance Measurement Period in respect of all Start Cohorts of Participant Starts in the DDA. The DDA RNO shall be calculated by the Contracting Body on the basis of ~~Performance Offers and Cohort Profiles in the tMPLs~~ **Applicable Performance Level** set out in Schedule 2.

“Fees” means the amounts (exclusive of any applicable VAT) as set out in Schedule 4 (Fees and Payment), payable by the Authority under the **WHP** Contract to which the Contractor is entitled ~~during the Covid Relief Period~~ for the full and proper performance by the Contractor of its obligations under the **WHP** Contract.

“Procurement Regulations” means the Public Contracts Regulations 2015, **as amended.**

“RNOs or Required Number of Outcomes” means the number of Outcomes which the Contractor is required to achieve in a Performance Measurement Period as calculated by the Contracting Body on the basis of the ~~Performance Offers and Cohort Profiles in the tMPLs~~ **Applicable Performance Level** set out in Schedule 2 and shall include but not be limited to the CPA RNO, the CPA Disability RNO, the CPA Early Access RNO, the CPA LTU RNO and the DDA RNO. For the avoidance of doubt, it also includes the WHP JETS RNO that the Contractor is required to achieve as detailed in Schedule 2.

“Security Policy” and “Security Policies” means the **Contracting Body’s security policies published by the Contracting Body from time to time and shall include any successor, replacement or additional security policies. The**

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| | <p>security policies are set out in Annex A to Schedule 6 (Security Requirements). Contractor's security plan prepared pursuant to Schedule 6 (Security Requirements and Plan).</p> <p>"Staff Vetting Procedures" means the Contracting Body's procedures for the vetting of personnel as detailed in the Baseline Personnel Security Standard (available at https://www.gov.uk/government/publications/guide-for-dwp-contractors-hmg-baseline-personnel-security-standard), the Provider Guidance, the Security Plan and/or as advised to the Contractor by the Contracting Body from time to time.</p> <p>"tMPL" or "Tender Minimum Performance Levels" means the performance levels offered by the Contractor in the WHP Final Offer which are set out at paragraph 1A of Schedule 2 (Minimum Performance Level (MPL), Tender Minimum Performance Levels (tMPLs), Required Number of Outcomes (RNOs) and Customer Service Standards (CSS)), and which apply to Referrals made on or before 31st October 2022.</p> <p>"Referral Period End Date" means: (a) 31 October 2022; or (b) such later date no more than 2 years later than (a) following any extension of the Referral Period End Date pursuant to clause F3.4 F3.3(a).</p> <p>(the Parties note that the Referral Period End Date has been extended pursuant to Clause F3.4 to 30 September 2024).</p> <p>"Service Failure" means a failure by the Contractor to: (a) supply any part of the WHP Services in accordance with the Tender Minimum Performance Levels (tMPLs) Applicable Performance Level; and/or (b) supply any part of the WHP Services in accordance with any of the Customer Service Standards; and/or (c) achieve the RNOs.</p> <p>"WHP JETS Customer Service Standards" or "WHP JETS CSSs" means any customer service standards set out by the Contracting Body in Schedule 2 paragraph 3 4.</p> <p>"WHP Plans" means any Action Plan, BCDR Plan, Diversity & Equality Delivery Plan, Exit Plan, Financial Distress Service Continuity Plan, Implementation Plan, PAT Action Plan, Performance Improvement Plan, Security Plan, Step-Out Plan, Sustainable Development Plan which the Contractor is required to submit in connection with this WHP Contract.</p> |
| | <p><i>The following terms shall be deleted:</i></p> <p>"Covid Monthly Payment" means the payment(s) which the Contracting Body may make to the Contractor during the Covid Relief Period in accordance with Schedule 4 (Payment Model).</p> <p>"Security Plan" means the Contractor's security plan prepared pursuant to Schedule 6 (Security Requirements and Plan).</p> <p>"Security Tests" means tests of the processes and countermeasures contained in the Security Plan.</p> |
| <p>Clause A8.2</p> | <p><i>Clause A8.2(c) is amended as follows:</i></p> <p>a segregation of duties between those persons directly involved in supplying the WHP Services to Participants and those persons providing</p> |

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| | the Contracting Body with Management Information under a Programme WHP Contract in respect of compliance with the Tender Minimum Performance Levels (tMPLs) Applicable Performance Level and Customer Service Standards (CSS) and achievement of the RNOs. |
| Clause A9 (ESF Funding) | <p><i>Clause A9.1 is amended as follows:</i></p> <p>The Contractor acknowledges that the Contracting Body may at its absolute discretion, whether from the WHP Commencement Date or from any later date prior to the Expiry or termination of this WHP Contract, either fund the delivery of this WHP Contract using ESF monies or use this WHP Contract as match for contracts funded using ESF monies.</p> |
| | <p><i>Clause A9.2 is amended as follows:</i></p> <p>The Contractor and any Sub-contractors appointed by it shall be bound by the ESF Requirements including but not limited to those set out in Schedule 12 (ESF Requirements) in respect of those Participants who are Referred on or before 31st October 2022.</p> |
| Clause B3 (No Guarantee of Levels, Values or Exclusivity) | <p><i>Clause B3.2 is amended as follows:</i></p> <p>The Contractor acknowledges and has submitted its WHP Final Offer and Updated Contract Cost Register on the understanding that no guarantee is given by the Contracting Body in respect of levels or values of WHP Services referred to in the Schedules which are indicative only and shall not be binding on the Contracting Body</p> |
| Clause B9 (Contractor's Staff) | <p><i>Clause B9.7 is amended as follows:</i></p> <p>The Contractor shall provide training on a continuing basis for all Contractor Staff employed or engaged in the provision of the WHP Services in compliance with the Security Policy and Security Plan.</p> |
| Clause B15 (RNOs, tMPLs, Customer Service Standards and Performance Indicators) | <p><i>Amend the heading of clause B15 as follows:</i></p> <p>RNOs, MPL, tMPLs, Customer Service Standards and Performance Indicators</p> |
| | <p><i>Clause B15.1 is amended as follows:</i></p> <p>The Contractor shall ensure that, at all times from the WHP Commencement Date, the WHP Services are supplied in such a manner as to meet or exceed (a) the RNOs as calculated by the Contracting Body from the tMPLs Applicable Performance Level set out in paragraph 1 of Schedule 2; and (b) the Customer Service Standards set out in paragraph 2 of Schedule 2.</p> |
| Clause C2 (Delivery Fee) | <p><i>Clause C2.1 is amended as follows:</i></p> <p>Subject to clause B19.3, B20.1 and clause C6 and provided that the requirements of Schedule 4 (Fees and Payment) are met the Contracting Body shall pay the Delivery Fee to the Contractor. The Contracting Body shall make such payment in accordance with the provisions of Schedule 4 (Fees and Payment) and paragraph 5.4 (A Delivery Fee) of the WHP Specification.</p> |
| Clause C3 (Outcome Payments) | <p><i>Clause C3.4(b) is amended as follows:</i></p> <p>where a Self Employed Outcome Payment is claimed by the Contractor and it is not within 90 calendar days of the date on which the Participant achieved the Self Employed Outcome, or within 700 days of the Participant Start, whichever is the lower. after the end of the Payment Tail Period.</p> |

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| | <p><i>Clause C3.12 is amended as follows:</i></p> <p>The Contractor shall notify the Contracting Body of Self Employed Outcomes, within 90 700 calendar days of the date on which the Participant achieved the Self-Employed Outcome, or within 700 days of the Participant Start, whichever is the lower, of the Participant Start for the Participant to whom the Self-Employed Outcome applies, by inputting such information onto the Contracting Body ICT System PRaP (or such alternative as the Contracting Body specifies from time to time).</p> |
| | <p><i>Clause C3.16 is amended as follows:</i></p> <p>The Contractor shall only have validly notified the Contracting Body of a Self Employed Outcome where the Contractor has input information onto the Contracting Body ICT System PRaP or (in the event that no Contracting Body ICT System PRaP is unavailable,) as otherwise determined by the Contracting Body in the prescribed manner, or such alternative as the Contracting Body specifies from time to time, and has submitted the appropriate supporting information in accordance with clause C3. For the avoidance of doubt, the Contracting Body will be unable to consider and verify eligibility of any Self Employed Outcome until the Contractor has validly notified the Contracting Body thereof.</p> <p>The Contractor shall notify the Contracting Body of each Self Employed Outcome being achieved. The Contractor will do this by inputting such information onto the Contracting Body ICT System PRaP (or such alternative as the Contracting Body specifies from time to time). Any sSelf-eEmployed eOutcome achieved (and dated) within 60 calendar days [or less] prior to 1 January 2022 which meets the eligibility and validation criteria as defined by the Authority, will qualify for a valid Outcome Payment. Any sSelf-eEmployed eOutcome achieved (and dated) prior to 2 November 2021 which meets the eligibility and validation criteria as defined by the Authority, will not be entitled to an Outcome Payment but will receive the associated recorded performance in relation to that Self Employed Outcome from the Contracting Body.</p> |
| Clause E7 (Security) | <i>Replace the text at clauses E7.2 and E7.3 with the words “Not used”.</i> |
| | <p><i>Clause E7.4 is amended as follows:</i></p> <p>The Contracting Body shall notify the Contractor of any changes or proposed changes to the Security Policy Contracting Body's security requirements set out in Schedule 6 (Security Requirements). Any changes must be agreed in accordance with the procedure in clause F3.</p> |
| | <p><i>Clause E7.5 is amended as follows:</i></p> <p>Until and/or unless a change to the Security Policy Contracting Body's security requirements is agreed by the Contracting Body pursuant to clause E7.4 the Contractor shall continue to perform the WHP Services in accordance with its existing obligations.</p> |
| Clause E10 (Exceptional Audits) | <p><i>Clause E10.1(b)(iv) is amended as follows:</i></p> <p>a breach of the Security Policy or the Security Plan has occurred under the WHP Contract,</p> |
| Clause E14 (Records Relating to the Provision of the WHP Services) | <p><i>In clause E14.1, replace the reference to 31 December 2026 with the following:</i></p> <p>Notwithstanding the provisions of clause A2.2 or clause E9 in respect of Open Book Data, the Contractor shall, during the WHP Contract Period and the later of a period of at least six (6) years following the expiry or termination of this WHP Contract or until 31 December 2026 21 July 2032 if later (the last date of such period being the “Records Retention End</p> |

| | Date”), maintain or cause to be maintained, complete and accurate documents and records in relation to the provision of the WHP Services. | | | | | | | | | | | | | | |
|-----------------------------------|---|----------|-------|-------------------|--|--------|---|---------------|---|----------------------|--|-------------------|--|--------------------------------|--|
| Multiple occurrences | <p><i>Replace all references, wherever they occur, to ‘Schedule 2 (Tender Minimum Performance Levels (tMPLs), Required Number of Outcomes (RNOs) and Customer Service Standards (CSS))’ with the following:</i></p> <p>Schedule 2 (Minimum Performance Level (MPL), Tender Minimum Performance Levels (tMPLs), Required Number of Outcomes (RNOs) and Customer Service Standards (CSS)).</p> | | | | | | | | | | | | | | |
| Multiple occurrences | <p><i>Replace all references, wherever they occur, to ‘Schedule 6 (Security Requirements and Plan)’ with the following:</i></p> <p>Schedule 6 (Security Requirements)</p> | | | | | | | | | | | | | | |
| Schedule 1 (The WHP Services) | <p><i>The table at the start of Schedule 1 shall be amended as follows:</i></p> <p>Subject to clause F6.3 of the WHP Contract, the Contractor will comply with the detail set out within the following additional documents which shall be deemed to be incorporated into this WHP Contract:</p> <table border="1" data-bbox="560 954 1345 1879"> <thead> <tr> <th>Document</th> <th>Dated</th> </tr> </thead> <tbody> <tr> <td>WHP Specification</td> <td>V7 Issued on Bravo as part of the ITT on 3 July 2017 16:52</td> </tr> <tr> <td>Tender</td> <td>Received through Bravo on 4 August 2017 10:00 a copy of which is attached at the Appendix to this Schedule 1.</td> </tr> <tr> <td>Q&A Log (Q&A)</td> <td>Response to the Q&A Log during the period following completion of the WHP Mini-Competition Commercial Dialogue Stage and prior to the WHP Final Offer, as posted on Bravo on 25 July 2017 17:21</td> </tr> <tr> <td>Tender Clarification</td> <td>Financial Clarification information received through Bravo on 4 August 2017 10:00. Further Financial Clarification information received through Bravo between 24 August 2017 12:14 and 7 September 2017 17:15.</td> </tr> <tr> <td>Provider Guidance</td> <td>Available at https://www.gov.uk/government/collections/dwp-provider-guidance</td> </tr> <tr> <td>Updated Contract Cost Register</td> <td>The updated contract cost register which is attached at Schedule 24 (Contractor’s Response and Updated Contract Cost Register)</td> </tr> </tbody> </table> | Document | Dated | WHP Specification | V7 Issued on Bravo as part of the ITT on 3 July 2017 16:52 | Tender | Received through Bravo on 4 August 2017 10:00 a copy of which is attached at the Appendix to this Schedule 1. | Q&A Log (Q&A) | Response to the Q&A Log during the period following completion of the WHP Mini-Competition Commercial Dialogue Stage and prior to the WHP Final Offer, as posted on Bravo on 25 July 2017 17:21 | Tender Clarification | Financial Clarification information received through Bravo on 4 August 2017 10:00. Further Financial Clarification information received through Bravo between 24 August 2017 12:14 and 7 September 2017 17:15. | Provider Guidance | Available at https://www.gov.uk/government/collections/dwp-provider-guidance | Updated Contract Cost Register | The updated contract cost register which is attached at Schedule 24 (Contractor’s Response and Updated Contract Cost Register) |
| Document | Dated | | | | | | | | | | | | | | |
| WHP Specification | V7 Issued on Bravo as part of the ITT on 3 July 2017 16:52 | | | | | | | | | | | | | | |
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| Q&A Log (Q&A) | Response to the Q&A Log during the period following completion of the WHP Mini-Competition Commercial Dialogue Stage and prior to the WHP Final Offer, as posted on Bravo on 25 July 2017 17:21 | | | | | | | | | | | | | | |
| Tender Clarification | Financial Clarification information received through Bravo on 4 August 2017 10:00. Further Financial Clarification information received through Bravo between 24 August 2017 12:14 and 7 September 2017 17:15. | | | | | | | | | | | | | | |
| Provider Guidance | Available at https://www.gov.uk/government/collections/dwp-provider-guidance | | | | | | | | | | | | | | |
| Updated Contract Cost Register | The updated contract cost register which is attached at Schedule 24 (Contractor’s Response and Updated Contract Cost Register) | | | | | | | | | | | | | | |
| Schedule 2 (tMPLs, RNOs and CSSs) | <p><i>The title to Schedule 2 is amended as follows:</i></p> <p>Minimum Performance Level (MPL), Tender Minimum Performance Levels (tMPLs), Required Number of Outcomes (RNOs) and Customer Service Standards (CSS)</p> | | | | | | | | | | | | | | |

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| | <p>Replace the wording at paragraph 1 as follows:</p> <p>1. Tender Minimum Performance Levels (tMPLs) Applicable Performance Level</p> | | | | |
| | <p>Within the box at paragraph 1, the title 'TENDER MINIMUM PERFORMANCE LEVELS (tMPLs)' will be replaced with a new paragraph 1A as follows:</p> <p>1A. TENDER MINIMUM PERFORMANCE LEVELS (tMPLs) – applies to cohorts referred on or before 31st October 2022</p> | | | | |
| | <p>Within the box at paragraph 1, the following text should be relocated above Table 1:</p> <p>For cohorts up to and including October 2018 then the following applies:</p> | | | | |
| | <p>Within the box at paragraph 1, the following text should be relocated above Table 2, and amended as shown:</p> <p>For cohorts from 1st November 2018 onwards until 31st October 2022 table 2 applies:</p> | | | | |
| | <p>Within the box at paragraph 1 Table 2, amend the title as follows:</p> <p>Table 2 - Performance months in phase 2 (from 1st November 2018 onwards until 31st October 2022)</p> | | | | |
| | <p>Within the box at paragraph 1 and below Table 2, insert a new paragraph 1B as follows:</p> <p>1B. MINIMUM PERFORMANCE LEVELS (MPL) – applies to cohorts referred from 1st November 2022 onwards</p> <table border="1" data-bbox="466 1240 1345 1525"> <tr> <td colspan="2">Table 3 – Performance months in phase 3 (from 1st November 2022 onwards)</td> </tr> <tr> <td style="background-color: #cccccc; text-align: center;">MPL</td> <td> <p>1 MPL for the CPA is set at 34%.</p> <p>Notes: Performance will be measured and managed on a cohort and cohort profile basis and against the performance curve set by the Contracting Body.</p> </td> </tr> </table> | Table 3 – Performance months in phase 3 (from 1 st November 2022 onwards) | | MPL | <p>1 MPL for the CPA is set at 34%.</p> <p>Notes: Performance will be measured and managed on a cohort and cohort profile basis and against the performance curve set by the Contracting Body.</p> |
| Table 3 – Performance months in phase 3 (from 1 st November 2022 onwards) | | | | | |
| MPL | <p>1 MPL for the CPA is set at 34%.</p> <p>Notes: Performance will be measured and managed on a cohort and cohort profile basis and against the performance curve set by the Contracting Body.</p> | | | | |
| | <p>Within the box at paragraph 1, the final (unnumbered) paragraph of text is amended as follows:</p> <p>For the avoidance of doubt, the Contracting Body may apply the Performance Management Regime Guiding Principles set out in paragraph 4.28 of the WHP Specification which include, amongst others, the principle that the Contracting Body may review performance against each tMPL Applicable Performance Level each Month, on, but not limited to, an in-Month, rolling three Month, rolling 12 Month, and cumulative basis from the Commencement Date and the principle that all Outcome performance measures may include cumulative performance from the Commencement Date and the cumulative performance of each Start Cohort and each Cohort Profile.</p> | | | | |
| | <p>Amend paragraph 1.1 as follows:</p> <p>The tMPLs Applicable Performance Levels are based on a predicted number of Participant Starts. The Contracting Body shall calculate the</p> | | | | |

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| | RNOs at the Performance Measurement Point by applying the tMPLs Applicable Performance Level set out in this Schedule 2 to each Start Cohort of actual Participant Starts in the Performance Measurement Period. |
| | <i>In paragraphs 1.2 to 1.6 inclusive, replace references to “tMPL” with “Applicable Performance Level”.</i> |
| | <p><i>Amend paragraph 1.7 as follows:</i></p> <p>Without prejudice to the Contracting Body’s right to undertake check(s) pursuant to clause C4, for performance management purposes only, the Contracting Body may measure the Contractor’s performance against each tMPL the Applicable Performance Level at any time based on the assumption that each Outcome in the period for which the Contracting Body is measuring the Contractor’s performance against such tMPL Applicable Performance Level would satisfy all of the relevant qualifying criteria and requirements (in respect of that Outcome). For the avoidance of doubt, this includes any Performance Improvement Notice issued by the Contracting Body in relation to a Service Failure pursuant to clause B16.</p> |
| | <i>Replace Schedule 2 paragraph 2 CSSs with the table of CSSs at Annex A to this CR047.</i> |
| | |
| Schedule 3 (CPR and Contractor Systems Assurance and Performance Indicators) | <p><i>Amend paragraph 1.1 as follows:</i></p> <p>The Contracting Body will conduct regular formal contract performance review meetings (“CPRs”) at a frequency determined by the Contracting Body from time to time to monitor, measure and review the Contractor’s performance, utilising the Contracting Body’s Performance Management and Intervention Regime (“PMIR”), which is described in the Provider Guidance. CPRs will encourage an open and regular dialogue between the Contracting Body and the Contractor with the purpose of ensuring that the Services are being supplied in accordance with the Tender Minimum Performance Levels (tMPLs) Applicable Performance Level and the Customer Service Standards and that the RNOs are being achieved. CPRs will be formally conducted and documented.</p> |
| | <p><i>Paragraph 3.9 shall be amended as follows:</i></p> <p>3.9 Performance Indicators</p> <div style="border: 1px solid black; padding: 10px;"> <p style="text-align: center;">PERFORMANCE INDICATORS</p> <p>For cohorts referred on or before 31st October 2022 the following Performance Indicator applies:</p> <p>(a) DDA Disability PI: [Redacted]</p> <p>(b) DDA Early Access PI: [Redacted]</p> <p>(c) DDA LTU PI: [Redacted]</p> <p>(d) The Earnings PI shall be calculated by the Contracting Body in accordance with the HMRC PAYE Data.</p> <p>For cohorts referred from 1st November 2022 onwards the Performance Indicator is 34%.</p> </div> |
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Schedule 4 (Fees and Payment)

Insert a new paragraph 1A as follows:

1A Definitions

In this Schedule, the following definitions shall apply:

“Adjust” means when the Authority increases or decreases the Bridging Amount for a Subsequent CV04 Period to take account of any difference between: (a) the Bridging Amount for the First CV04 Period, and the CV03 Interim Payments that the Authority has made or will make to the Contractor, or (b) a recalculation of the Bridging Amount for a previous CV04 Period, and the Bridging Amount previously calculated for that CV04 Period.

“Allowed Costs” means any costs which the Authority reasonably determines: (a) have been incurred, or will be incurred, by the Contractor during the Covid Relief Period, and (b) fall within paragraph 1 of Annex 1 to CV04 Schedule 2 (Payment Model).

“Bridging Amount” means the Allowed Costs that the Authority reasonably determines the Contractor has incurred, or will incur, during a CV04 Period, as well as: (a) any Adjustment made under paragraph 6.5 to CV04 Schedule 2 (Payment Model), (b) any reduction under paragraph 6.6 to CV04 Schedule 2 (Payment Model) for any overpayment, and (c) any additional sum added under paragraph 6.7 to CV04 Schedule 2 (Payment Model).

“Cost Claim” means an instance of cost (within a Cost Line) which the Contractor claims it has incurred or will incur during the Covid Relief Period.

“Cost Claim Error Rate” means in respect of each Cost Claim Validation Period, the percentage of failures, errors and/or over-claims which the Authority shall be entitled to assume have been made in respect of all of the Cost Claims which have been made by the Contractor (in respect of any CV04 Contract) in that Cost Claim Validation Period and which shall be calculated as follows:

(A/B) x 100 where:

A = the value of Cost Claim Fails for that Cost Claim Validation Period in respect of Cost Claims (as reasonably determined by the Authority); and

B = the value of Cost Claims comprised in the Cost Claim Sample, expressed as a percentage.

“Cost Claim Fail” means a Cost Claim in respect of which the Authority reasonably determines that such Cost Claim is not within the corresponding Cost Line and/or the Allowed Costs, as reasonably determined by the Authority, for the relevant Cost Claim Validation Period in which such Cost Claim has been made by the Contractor.

“Cost Claim Sample” shall have the meaning given to it in paragraph 11 of CV04 Schedule 2 (Payment Model).

“Cost Claim Validation Period” means such period of time as the Authority notifies the Contractor from time to time for which period the Authority shall validate Cost Claims made to the Contractor in accordance with CV04. For the avoidance of doubt such notification may be made before, during or after the Authority takes any action pursuant to paragraph 11 CV04 Schedule 2 (Payment Model).

“Cost Escalation Board” means the body described in Annex 4 to CV04 Schedule 2 (Payment Model).

“**Cost Escalation Dispute**” means a Dispute in respect of a Cost Claim where there is a variance equal to or greater than the higher of 10% or £6,000 between what the Authority reasonably determines the Cost Claim to be and what the Contractor claims the Cost Claim should be. The values of 10% and £6,000 are subject to reduction at the reasonable discretion of the Authority. The values of 10% and £6,000 are also subject to increase following mutual agreement between the Authority and the Contractor.

“**Cost Line**” means an area of expenditure as identified in column 1 of Annex 2 to CV04 Schedule 2 (Payment Model).

“**Covid Data Return**” means the Open Book Data that the Contractor provides to the Authority, in the Covid Data Return Template, for the purpose of enabling the Authority to calculate the Bridging Amount.

“**Covid Data Return Template**” means the template set out at Annex 3 to CV04 Schedule 2 (Payment Model), as amended from time to time by the Authority, which the Contractor is required to complete when it submits a Covid Data Return.

“**Covid Monthly Payment**” means the payment made by the Authority to the Contractor in each Month of a Subsequent CV04 Period, which the Authority calculates by dividing the Bridging Amount by the number of Months covered by the Subsequent CV04 Period.

“**CV04 Period**” means the Month or Months used by the Authority for the calculation of the Bridging Amount and Covid Monthly Payments.

“**First CV04 Period**” means the CV04 Period from 1 April 2020 to 30 June 2020.

“**Initial Referral Period End Date**” means the 31 October 2022.

“**Subsequent CV04 Period**” means a CV04 Period that is not the First CV04 Period.

Paragraph 4.1(a) shall be amended as follows:

4.1 Outcome Payments

- (a) Outcome Payments will be paid on a unit price basis at the rates set out in the table below based on the price in force at the date of the Participant Start, in accordance with the accelerator model more particularly described in paragraphs 5.7 to 5.12 inclusive of the WHP Specification:

| | Amount per Outcome exc. VAT |
|---|------------------------------------|
| For referrals made on or before 31st October 2022: | |
| Standard Rate Outcome Payment (payable first for each Outcome achieved from a Start Cohort up to the number of Outcomes equal to 75% of the CPA tMPL level applied to the number of Participant Starts in that Start Cohort) | [Redacted] |

| | | |
|--|--|---|
| | <p>Higher Rate Outcome Payment</p> <p>(payable after all Standard Rate Outcome Payments have been earned in respect of a Start Cohort for each Outcome achieved from a Start Cohort beyond the number of Outcomes equal to 75% of the CPA tMPL level applied to the number of Participant Starts in that Start Cohort)</p> <p>For referrals made on or after 1st November 2022:</p> <p>Standard Rate Outcome Payment</p> <p>(payable first for each Outcome achieved from a Start Cohort up to the number of Outcomes equal to 75% of the CPA MPL level applied to the number of Participant Starts in that Start Cohort)</p> <p>Higher Rate Outcome Payment</p> <p>(payable after all Standard Rate Outcome Payments have been earned in respect of a Start Cohort for each Outcome achieved from a Start Cohort beyond the number of Outcomes equal to 75% of the CPA MPL level applied to the number of Participant Starts in that Start Cohort)</p> | <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> |
| | <p>At paragraph 4.2, delete paragraph 4.2 (a) and (b), and insert the following:</p> <p>4.2 Delivery Fee</p> <p>(a) Subject to paragraph 4.2(b) below, a total Delivery Fee of [Redacted], where due, will be payable in equal Delivery Fee Periodic Payments of [Redacted] from the end of the first full Month after the Referral Period Start Date to the initial Referral Period End Date.</p> <p>(b) Notwithstanding paragraph 4.2(a), where the Referral Period Start Date is not the first day of a Month, the Delivery Fee Periodic Payment for that Month shall accrue on a day-to-day basis starting on the Referral Period Start Date, calculated according to the number of days elapsed and a month of 30 days.</p> <p>Revised Delivery Fee following extension of the Referral Period End Date pursuant to clause F3.4 to 30 September 2024</p> <p>(a) Subject to any rights the Contracting Body has under clause C6, a total Delivery Fee of [Redacted], (exclusive of the original Delivery Fee of [Redacted], paid between the Referral Period Start Date and the Initial Referral Period End Date) will be payable in twenty three (23) equal Delivery Fee Periodic Payments.</p> | |
| Schedule 6 (Security Requirements and Plan) | Replace Schedule 6 with the Schedule 6 (Security Requirements) set out at Annex B to this CR047. | |
| Schedule 24 (Contractor's Response and Updated Contract Cost Register) | Insert Schedule 24 (Contractor's Response and Updated Contract Cost Register) as set out at Annex C to this CR047. | |

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ANNEX A: CUSTOMER SERVICE STANDARDS

| The Customer Service Standards in this table apply to WHP Participants: | | |
|---|----|--|
| CSS | 1 | The Contractor must acknowledge 99.5% of referrals on the Provider Referral and Payment (PRaP) system within 2 (two) working days of receipt of the referral. This will be monitored through PRaP system. |
| | 2 | The Contractor will attempt to contact a potential Participant within 2 (two) Working Days of receiving a Referral. This will be done with a view to setting up an initial appointment between the Contractor and the potential Participant. |
| | 3 | The Contractor and the potential Participant will undertake the initial appointment within 15 (fifteen) Working Days of the Contractor receiving the Referral. The Contractor must also update PRaP with a start or did not attend by the 15th (fifteen) working day for 99% of referrals. This will be monitored through PRaP. |
| | 4 | No more than 4% of referrals will be in backlog. Backlog means an accumulation of uncompleted work or matters needing to be dealt with in relation to CSS1 or 3 above. This will be monitored through PRaP. |
| | 5 | No single referral will be in backlog for more than 25 working days of receiving the referral. This will be monitored through PRaP. |
| | 6 | The Contractor will provide the Participant with a copy of the Customer Service Standards within 1 (one) Working Day of becoming a Participant. The Customer Service Standards referred to here are details on the support that the Contractor can provide to the Participant. |
| | 7 | The Contractor will work with the Participant to explore the Participant’s ambitions, goals, priorities and personal needs. This will help formulate an Action Plan. This Action Plan must be finalised within 20 (twenty) Working Days of receipt of the Referral. |
| | 8 | The Contractor will meet with / contact the Participant (either face-to-face or telephone/video conference or any other method permitted by the Contract/ based on the Participant needs) every 10 (ten) Working Days as a minimum, to discuss the Participant’s wellbeing, Action Plan and job goals (“Booked Meeting”). The frequency and medium of the Booked Meetings can be amended if the Participant prefers a different arrangement. |
| | 9 | For all participants, the Contractor will fully review and update the participant’s ambitions, goals, priorities and personal needs captured in their Action Plan no less frequently than every 4 weeks (either face-to-face or telephone/video conference or any other method permitted by the Contract). |
| | 10 | If the Participant misses a Booked Meeting and the Contractor is not contacted by the Participant with an explanation as to why, the Contractor will attempt to contact the Participant within 1 (one) Working Day with a view to resolving any issues. |
| | 11 | Ahead of the Participant commencing employment or self-employment, the Contractor will attempt to discuss with the Participant and provide support with the initial in-work support needs that may exist. |
| | 12 | Whilst the Participant is in employment or self-employment, the Contractor will attempt to contact (via telephone/video conference or any other manner permitted by the Contract) the Participant every 10 (ten) Working Days to offer any necessary support that the Participant may require in employment or self-employment. The frequency of the contact can be amended if the Participant prefers a different arrangement. |

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| | 13 | <p>Applicable only to WHP participants referred on or before 31st October 2022 If the Participant is not in employment or self-employment at the point they cease to be a Participant, the Contractor will produce an exit report pack. This will include a summary of the Participant's time on WHP, along with details of additional support that can be accessed to support them going forward ("Exit Report Pack"). The Exit Report Pack will be provided to Participants within the last 10 (ten) Working Days of the Participant being a Participant. When a Participant's employment ends during the in-work support period and they return to Jobcentre Plus for support, an exit report pack must be provided to the Participant within 10 (ten) working days of the date the Contractor establishes that the Participant is no longer in employment. The Contractor will also maintain a copy of the Exit Report Pack securely, which must be sent to the Contracting Body upon request from the Contracting Body.</p> |
| | 14 | <p>Applicable only to WHP Participants referred on or before 31st October 2022 Contractors must send a copy of the fully completed ESF1420 Initial form for WHP provision to the DWP ESF Admin Team within five (5) Working Days of the start date; this should be annotated Covid-19 where a Participant signature is unobtainable due to Government guidelines. For ESF provision a copy of a fully completed ESF1420 start form needs to be sent five (5) Working Days from the eligibility and referral meeting.</p> |
| | 15 | <p>Applicable only to WHP Participants referred on or before 31st October 2022 Contractors must securely send a copy of the fully completed ESF1420 end form to the ESF 14-20 Admin Team within eight (8) weeks of the completion date.</p> |
| | 16 | <p>The Contractor will be required to obtain information from Participants on the usefulness of the programme by contacting 100% of Participants as a minimum once every 3 calendar months. The Contractor will collate Participant responses split by customer groups in the template to be provided by the Contracting Body. The Contractor will send the completed template to the Contracting Body by the 15th day of the following calendar month. If the 15th day happens to be a non- Working Day, then the deadline shall move to the next Working Day.</p> |

Schedule 6

Security Requirements

GENERAL

The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Contracting Body's security requirements as set out in the WHP Contract which include the requirements set out in this Schedule 6 to the WHP Contract (the "**Contracting Body's Security Requirements**"). The Contracting Body's Security Requirements include, but are not limited to, requirements regarding the confidentiality, integrity and availability of Contracting Body Assets, the Contracting Body's ICT System and the Contractor System.

Terms used in this Schedule 6 which are not defined below shall have the meanings given to them in clause A1 (Definitions and Interpretations) of the WHP Contract.

1. DEFINITIONS

1.1 In this Schedule 6, the following definitions shall apply:

| | |
|---|---|
| "Contracting Body Personnel" | shall mean all persons employed by the Contracting Body including directors, officers, employees together with the Contracting Body's servants, agents, consultants, contractors and suppliers but excluding the Contractor and any Sub-contractor (as applicable). |
| "Availability Test" | shall mean the activities performed by the Contractor to confirm the availability of any or all components of any relevant ICT system as specified by the Contracting Body. |
| "Change" | any change in this WHP Contract. |
| "CHECK" | shall mean the scheme for authorised penetration tests which scheme is managed by the NCSC. |
| "Cloud" | shall mean an off-premise network of remote ICT servers on the Internet to store, process, manage and transmit data. |
| "Cyber Essentials Plus" | shall mean the Government-backed, industry-supported scheme managed by the NCSC with higher level of security requirements to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC. |
| "Cyber Security Information Sharing Partnership" or "CiSP" | shall mean the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC. |
| "Good Security Practice" | shall mean: a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for |

Standardization or the National Institute of Standards and Technology);

- b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and
- c) the Government's security policies, frameworks, standards and guidelines relating to Information Security.

“Information Security”

shall mean:

- a) the protection and preservation of:
 - i) the confidentiality, integrity and availability of any Contracting Body Assets, the Contracting Body's ICT System (or any part thereof) and the Contractor System (or any part thereof);
 - ii) related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and
- b) compliance with all Law applicable to the processing, transmission, storage and disposal of Contracting Body Assets.

“Information Security Manager”

shall mean the person appointed by the Contractor with the appropriate experience, authority and expertise to ensure that the Contractor complies with the Contracting Body's Security Requirements.

“Information Security Management System (“ISMS”)

shall mean the set of policies, processes and systems designed, implemented and maintained by the Contractor to manage Information Security Risk as certified by ISO/IEC 27001.

“Information Security Questionnaire”

shall mean the Contracting Body's set of questions used to audit and on an ongoing basis assure the Contractor's compliance with the Contracting Body's Security Requirements.

“Information Security Risk”

shall mean any risk that might adversely affect Information Security including, but not limited to, a Breach of Security.

“ISO/IEC 27001, ISO/IEC 27002 and ISO 22301

shall mean:

- a) ISO/IEC 27001;
- b) ISO/IEC 27002/IEC; and
- c) ISO 22301

in each case as most recently published by the International Organization for Standardization or its successor entity (the “ISO”) or the relevant successor or replacement information security standard which is formally recommended by the ISO.

| | |
|-----------------------------|--|
| “NCSC” | shall mean the National Cyber Security Centre or its successor entity (where applicable). |
| “Penetration Test” | shall mean a simulated attack on any Contracting Body Assets, the Contracting Body’s ICT System (or any part thereof) or the Contractor System (or any part thereof). |
| “PCI DSS” | shall mean the Payment Card Industry Data Security Standard as most recently published by the PCI Security Standards Council, LLC or its successor entity (the “PCI”). |
| “Risk Profile” | shall mean a description of any set of risks. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable. |
| “Security Test” | shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and any other security related test and audit. |
| “Sub-contractor” | shall mean any third party who delivers end-to-end WHP Services with whom: <ul style="list-style-type: none"> (a) the Contractor enters into a Sub-contract; or (b) the employees, staff, servants or agents of that third party; or (c) a third party under (a) above enters into a Sub-contract, or the servants or agents of that third party; <p>but who is not a specialist contracted on an ad-hoc basis.</p> |
| “Tigerscheme” | shall mean a scheme for authorised penetration tests which scheme is managed by USW Commercial Services Ltd. |
| “Vulnerability Scan” | shall mean an ongoing activity to identify any potential vulnerability in any Contracting Body Assets, the Contracting Body’s ICT System (or any part thereof) or the Contractor System (or any part thereof). |

1.2 Reference to any notice to be provided by the Contractor to the Contracting Body shall be construed as a notice to be provided by the Contractor to the Contracting Body’s Representative.

2. PRINCIPLES OF SECURITY

2.1 The Contractor shall at all times comply with the Contracting Body’s Security Requirements and provide a level of security which is in accordance with the Security Policies and Standards, Good Security Practice and Law.

3. ISO/IEC 27001 COMPLIANCE, CERTIFICATION AND AUDIT

3.1 In relation to the WHP Services during the WHP Contract Period, the Contractor shall obtain and maintain certification to ISO/IEC 27001 (the “**ISO Certificate**”) and shall procure that any Sub-contractor (as applicable) shall comply with the ISO Certificate. The ISO Certificate shall be provided by the Contractor to the Contracting Body on the dates as agreed by the Parties.

3.2 The Contractor shall appoint:

- a) an Information Security Manager; and
- b) a deputy Information Security Manager who shall have the appropriate experience, authority and expertise to deputise for the Information Security Manager when s/he is on leave or unavailable for any period of time.

The Contractor shall notify the Contracting Body of the identity of the Information Security Manager on

the WHP Commencement Date and, where applicable, within five (5) Working Days following any change in the identity of the Information Security Manager.

3.3 The Contractor shall ensure that it operates and maintains the Information Security Management System during the WHP Contract Period and that the Information Security Management System meets the Security Policies and Standards, Good Security Practice and Law and includes:

- a) a scope statement (which covers all of the WHP Services provided under this WHP Contract);
- b) a risk assessment (which shall include any risks specific to the WHP Services);
- c) a statement of applicability;
- d) a risk treatment plan; and
- e) an incident management plan

in each case as specified by ISO/IEC 27001.

The Contractor shall provide the Information Security Management System to the Contracting Body upon request within ten (10) Working Days from such request.

3.4 The Contractor shall notify the Contracting Body of any failure to obtain an ISO Certificate or a revocation of an ISO Certificate within two (2) Working Days of confirmation of such failure or revocation. The Contractor shall, at its own expense, undertake those actions required in order to obtain an ISO Certificate following such failure or revocation and provide such ISO Certificate within one calendar month of the initial notification of failure or revocation to the Contracting Body or on a date agreed by the Parties. For the avoidance of doubt, any failure to obtain and/or maintain an ISO Certificate during the WHP Contract Period after the first date on which the Contractor was required to provide the ISO Certificate in accordance with paragraph 0 (regardless of whether such failure is capable of remedy) shall constitute a material Default entitling the Contracting Body to terminate the WHP Contract in accordance with clause H by issuing a Termination Notice to the Contractor.

3.5 The Contractor shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall within ten (10) Working Days after completion of the relevant audit provide any associated security audit reports to the Contracting Body.

3.6 Notwithstanding the provisions of paragraph 0 to paragraph 0, the Contracting Body may, in its absolute discretion, notify the Contractor that it is not in compliance with the Contracting Body's Security Requirements and provide details of such non-compliance. The Contractor shall, at its own expense, undertake those actions required in order to comply with the Contracting Body's Security Requirements within one calendar month following such notification or on a date as agreed by the Parties. For the avoidance of doubt, any failure to comply with the Contracting Body's Security Requirements within the required timeframe (regardless of whether such failure is capable of remedy) shall constitute a material Default entitling the Contracting Body to terminate the WHP Contract in accordance with clause H by issuing a Termination Notice to the Contractor.

4. CYBER ESSENTIALS PLUS SCHEME

4.1 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, obtain and maintain certification to Cyber Essentials Plus (the "**Cyber Essentials Plus Certificate**") in relation to the WHP Services during WHP Contract Period. The Cyber Essentials Plus Certificate shall be provided by the Contractor to the Contracting Body annually on the dates as agreed by the Parties. For the purpose of this paragraph 4.1, Sub-contractor does not include Local Authority Sub-contractors.

4.2 The Contractor shall notify the Contracting Body of any failure to obtain, or the revocation of, a Cyber Essentials Plus Certificate within two (2) Working Days of confirmation of such failure or revocation. The Contractor shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Plus Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Plus Certificate during the WHP Contract Period after the first date on which the Contractor was required to provide a Cyber Essentials Plus Certificate in accordance with paragraph 0 (regardless of whether such failure is capable of remedy) shall constitute a material Default entitling the Contracting Body to terminate the WHP Contract in accordance with clause H by issuing a Termination Notice to the Contractor.

5. RISK MANAGEMENT

- 5.1 The Contractor shall operate and maintain policies and processes for risk management (the “**Risk Management Policy**”) during the WHP Contract Period which includes standards and processes for the assessment of any potential risks in relation to the WHP Services and processes to ensure that the Contracting Body’s Security Requirements are met (the “**Risk Assessment**”). The Contractor shall provide the Risk Management Policy to the Contracting Body upon request within ten (10) Working Days of such request. The Contracting Body may, at its absolute discretion, require changes to the Risk Management Policy to comply with the Contracting Body’s Security Requirements. The Contractor shall, at its own expense, undertake those actions required in order to implement the changes required by the Contracting Body within one calendar month of such request or on a date as agreed by the Parties.
- 5.2 The Contractor shall carry out a Risk Assessment (i) at least annually, (ii) in the event of a material change in the Contractor System or in the threat landscape or (iii) at the request of the Contracting Body. The Contractor shall provide the report of the Risk Assessment to the Contracting Body, in the case of at least annual Risk Assessments, within five (5) Working Days of completion of the Risk Assessment or, in the case of all other Risk Assessments, within one calendar month after completion of the Risk Assessment or on a date as agreed by the Parties. The Contractor shall notify the Contracting Body within five (5) Working Days if the Risk Profile in relation to the WHP Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.
- 5.3 If the Contracting Body decides, at its absolute discretion, that any Risk Assessment does not meet the Contracting Body’s Security Requirements, the Contractor shall repeat the Risk Assessment within one calendar month of such request or as agreed by the Parties.
- 5.4 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, co-operate with the Contracting Body in relation to the Contracting Body’s own risk management processes regarding the WHP Services.
- 5.5 For the avoidance of doubt, the Contractor shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph 0. Any failure by the Contractor to comply with any requirement of this paragraph 0 (regardless of whether such failure is capable of remedy), shall constitute a material Default entitling the Contracting Body to terminate the WHP Contract in accordance with clause H by issuing a Termination Notice to the Contractor.

6. SECURITY AUDIT AND ASSURANCE

- 6.1 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Contracting Body (the “**Information Security Questionnaire**”) at least annually or at the request by the Contracting Body. The Contractor shall provide the completed Information Security Questionnaire to the Contracting Body within one calendar month from the date of request.
- 6.2 The Contractor shall conduct Security Tests to assess the Information Security of the Contractor System and, if requested, the Contracting Body’s ICT System. In relation to such Security Tests, the Contractor shall appoint a third party which: i) in respect of any Penetration Test, is duly accredited by CHECK, CREST (International), or Tigerscheme and, ii) in respect of any Security Test to which PCI DSS apply, is an approved scanning vendor duly accredited by the PCI. Such Security Test shall be carried out (i) at least annually, (ii) in the event of a material change in the Contractor System or in the Contracting Body’s ICT System or (iii) at the request of the Contracting Body which request may include, but is not limited to, a repeat of a previous Security Test. The content, and format of any report of such Security Tests shall be approved in advance of the Security Test by the Contracting Body. The Contractor shall provide any report of such Security Tests within one calendar month following the completion of such Security Test or on a date agreed by the Parties. The Contractor shall, at its own expense, undertake those actions required to rectify any risks identified by any Security Test in the manner and within the timeframe required by the Contracting Body in its absolute discretion.
- 6.3 The Contracting Body shall be entitled to send the Contracting Body’s Representative to witness the conduct of any Security Test. The Contractor shall provide to the Contracting Body notice of any Security Test at least one month prior to the relevant Security Test.
- 6.4 Where the Contractor provides code development services to the Contracting Body, the Contractor shall comply with the Contracting Body’s Security Requirements in respect of code development within the Contractor System and the Contracting Body’s ICT System.

- 6.5 Where the Contractor provides software development services, the Contractor shall comply with the code development practices specified in the Specification or in the Contracting Body's Security Requirements.
- 6.6 The Contracting Body, or an agent appointed by it, may undertake Security Tests in respect of the Contractor System after providing advance notice to the Contractor. If any Security Test identifies any non-compliance with the Contracting Body's Security Requirements, the Contractor shall, at its own expense, undertake those actions required in order to rectify such identified non-compliance in the manner and timeframe as stipulated by the Contracting Body at its absolute discretion. The Contractor shall provide all such co-operation and assistance in relation to any Security Test conducted by the Contracting Body as the Contracting Body may reasonably require.
- 6.7 The Contracting Body shall schedule regular security governance review meetings which the Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, attend.

7. PCI DSS COMPLIANCE AND CERTIFICATION

- 7.1 Where the Contractor obtains, stores, processes or transmits payment card data, the Contractor shall comply with the PCI DSS.
- 7.2 The Contractor shall obtain and maintain up-to-date attestation of compliance certificates ("AoC") provided by a qualified security assessor accredited by the PCI and up-to-date reports on compliance ("RoC") provided by a qualified security assessor or an internal security assessor, in each case accredited by the PCI (each with the content and format as stipulated by the PCI and such reports the "PCI Reports"), during the WHP Contract Period. The Contractor shall provide the respective PCI Reports to the Contracting Body upon request within ten (10) Working Days of such request.
- 7.3 The Contractor shall notify the Contracting Body of any failure to obtain a PCI Report or a revocation of a PCI Report within two (2) Working Days of confirmation of such failure or revocation. The Contractor shall, at its own expense, undertake those actions required in order to obtain a PCI Report following such failure or revocation within one calendar month of such failure or revocation.

8. SECURITY POLICIES AND STANDARDS

- 8.1 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Security Policies and Standards set out Annex A and B.
- 8.2 Notwithstanding the foregoing, the Contracting Body's Security Requirements applicable to the WHP Services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the WHP Services. Where any such change constitutes a Change to the WHP Contract, any change in the Contracting Body's Security Requirements resulting from such Change (if any) shall be agreed by the Parties in accordance with the Change Control Procedure. Where any such change constitutes an Operational Change, any change in the Contracting Body's Security Requirements resulting from such Operational Change (if any) shall be implemented in accordance with the paragraphs in Schedule 13 (Change Control Procedure) concerning Operational Changes.
- 8.3 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

9. CYBER SECURITY INFORMATION SHARING PARTNERSHIP

- 9.1 The Contractor shall be a member of the Cyber Security Information Sharing Partnership during the WHP Contract Period. The Contractor shall participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information
- 9.2 The Contractor shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Contractor's Risk Management Policy.

SCHEDULE 6 - ANNEX A – CONTRACTING BODY SECURITY POLICIES AND STANDARDS

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>
specified otherwise:

unless

- a) Acceptable Use Policy
- b) Information Security Policy
- c) Physical Security Policy
- d) Information Management Policy
- e) Email Policy
- f) Technical Vulnerability Management Policy
- g) Remote Working Policy
- h) Social Media Policy
- i) Forensic Readiness Policy
- j) SMS Text Policy
- k) Privileged Users Security Policy
- l) User Access Control Policy
- m) Security Classification Policy
- n) Cryptographic Key Management Policy
- o) HMG Personnel Security Controls – May 2018
(published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)
- p) NCSC Secure Sanitisation of Storage Media (published on <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

SCHEDULE 6 - ANNEX B – SECURITY STANDARDS

The Security Standards are published on:

[https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards:](https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards)

- a) SS-001 - Part 1 - Access & Authentication Controls
- b) SS-001 - Part 2 - Privileged User Access Controls
- c) SS-002 - PKI & Key Management
- d) SS-003 - Software Development
- e) SS-005 - Database Management System Security Standard
- f) SS-006 - Security Boundaries
- g) SS-007 - Use of Cryptography
- h) SS-008 - Server Operating System
- i) SS-009 - Hypervisor
- j) SS-010 - Desktop Operating System
- k) SS-011 - Containerisation
- l) SS-012 - Protective Monitoring Standard for External Use
- m) SS-013 - Firewall Security
- n) SS-014 - Security Incident Management
- o) SS-015 - Malware Protection
- p) SS-016 - Remote Access
- q) SS-017 - Mobile Devices
- r) SS-018 - Network Security Design
- s) SS-019 - Wireless Network
- t) SS-022 - Voice & Video Communications
- u) SS-023 - Cloud Computing
- v) SS-025 - Virtualisation
- w) SS-027 - Application Security Testing
- x) SS-028 - Microservices Architecture
- y) SS-029 - Securely Serving Web Content
- z) SS-030 - Oracle Database
- aa) SS-031 - Domain Management
- bb) SS-033 - Patching

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ANNEX C: SCHEDULE 24 (CONTRACTOR'S RESPONSE AND UPDATED CONTRACT COST REGISTER)

[Redacted] [Redacted]