

Garry Chambers MBE

Senior Commercial Manager

Employment Category

Department for Work and Pensions

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15th November 2021

Fedcap Employment Limited

Suite 006 BIZ HUB

Cleveland Business Centre

Oak Street

Middlesbrough

TS1 2RQ

**CHANGE AUTHORISATION LETTER: IPES CAL 02**

Dear Brian Bell

**Contract (as amended) between the (1) Secretary of State for Work and Pensions (the “Authority”) and (2) Fedcap Employment Limited (the “Contractor”) set out at Schedule 1 (the “Contract”)**

1. The Authority wishes to amend the Contract set out at Schedule 1 to this letter in accordance with IPES CAL 02 and the schedules attached to IPES CAL 02.
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***

1. The purpose of IPES CAL 02 is to increase the contract value of the Contract. This will permit the Supplier to provide services to a greater number of individuals and potentially receive payment for more outcomes.
2. The Authority reasonably anticipates that the Procurement Regulations will apply to IPES CAL 02 and the Parties shall ensure that there is a lawful basis for agreeing IPES CAL 02 under the Public Contracts Regulations 2015 and/or any applicable procurement rules.
3. The Contract, including any previous variations, will remain effective and unaltered except as amended by IPES CAL 02.

**It is hereby agreed:**

***Definitions***

1. The following terms shall have the meaning as set out below and shall be incorporated into the Contract:

“**Authority**” and “**Contracting Body**” means the Secretary of State for Work and Pensions.

“**Average Annual Contract Value**” means £1,048,994.56

**“IPES CAL 02” means this letter including all the schedules.**

**“IPES CAL 02 Commencement Date”** means 1 January 2022.

1. In consideration of the rights and obligations created, granted and assumed by the Authority and the Contractor to each other pursuant to IPES CAL 02, the parties have agreed to enter into IPES CAL 02.
2. Notwithstanding any other term of the Contract, the Parties agree to incorporate IPES CAL 02 into the Contract. The Contract will be modified in accordance with the terms of IPES CAL 02.
3. The following Schedules are attached to IPES CAL 02:
	1. Schedule 1: The Contract modified by IPES CAL 02; and
	2. Schedule 2: Other Contractual Modifications.
4. The terms of IPES CAL 02 take effect from the IPES CAL 02 Commencement Date.
5. IPES CAL 02 shall not constitute a waiver of any right or remedy of the Authority or the Contractor arising before, during or after IPES CAL 02, except to the extent set out in IPES CAL 02.
6. If there is an inconsistency between any of the provisions of IPES CAL 02 and the provisions of the Contract, the provisions of IPES CAL 02 shall prevail.
7. The provisions of the Contract shall, save as amended in IPES CAL 02, continue in full force and effect, and shall be read and construed as one document with IPES CAL 02.

Please confirm your acceptance of IPES CAL 02 by countersigning this letter and uploading a scanned copy to the Jaggaer (DWP e-portal) fileshare folder named Intensive Personalised Employment Support - CPA4 Southern by Tuesday 30th November 2021.

If you have any queries, please contact the team on EMPLOYMENTCATEGORY.COVID19@DWP.GSI.GOV.UK

Yours faithfully,

 

Garry Chambers

Senior Commercial Category Manager

For and on behalf of the Authority

We hereby acknowledge receipt and accept the terms of IPES CAL 02.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of the Contractor

Name:

Position:

Date:

**Schedule 1: Contract modified by IPES CAL 02**

The following contract is modified in accordance with IPES CAL 02:

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract Type** | **Contract Reference** | **Contract Name/Description** | **Contract Start** |
| IPES: Intensive Personalised Employment Support | ECM\_7707 | Intensive Personalised Employment Support CPA4 - Southern | 02/12/2019 |

**Schedule 2: Other Contractual Modifications**

|  |  |
| --- | --- |
| **Contract Provision** | **Modification** |
| Schedule 4: Fees and Payment, Paragraph 4.2 | **Delete paragraph 4.2 of Schedule 4 (Fees and Payment) in its entirety and replace with the following:****4.2 Service Fee*** + 1. A total Service Fee of £6,293,967 where due, will be payable as set out in the table below in Section 6 (Payment rates).
		2. Where due, the Authority will pay each Service Fee Periodic Payment monthly in arrears.
		3. The Authority may defer and forfeit payment of the Service Fee in accordance with Clause C6.
		4. Should the Authority choose to unilaterally extend the Referral Period in accordance with clause F3.4, it will be at the absolute discretion of the Authority to determine whether a Service Fee will be payable for any such period of extension and the amount of any Service Fee during such period of extension.
 |
| Schedule 4: Fees and Payment, Paragraph 6.2 | **Delete the table in paragraph 6.2 of Schedule 4 (Fees and Payment) in its entirety and replace it with the below table:**

|  |  |
| --- | --- |
| **Service Fee Periodic Payment** | **Amount per Month** |
| Month 1 | £89,127.73 |
| Month 2 | £89,127.73 |
| Month 3 | £89,127.73 |
| Month 4 | £89,127.73 |
| Month 5 | £89,127.73 |
| Month 6 | £89,127.73 |
| Month 7 | £89,127.73 |
| Month 8 | £89,127.73 |
| Month 9 | £89,127.73 |
| Month 10 | £89,127.73 |
| Month 11 | £89,127.73 |
| Month 12 | £89,127.73 |
| Month 13 | £17,825.55 |
| Month 14 | £17,825.55 |
| Month 15 | £17,825.55 |
| Month 16 | £17,825.55 |
| Month 17 | £17,825.55 |
| Month 18 | £17,825.55 |
| Month 19 | £17,825.55 |
| Month 20 | £17,825.55 |
| Month 21 | £17,825.55 |
| Month 22 | £17,825.55 |
| Month 23 | £17,825.55 |
| Month 24 | £17,825.55 |
| Month 25 | £17,825.55 |
| Month 26 | £22,281.94 |
| Month 27 | £22,281.94 |
| Month 28 | £22,281.94 |
| Month 29 | £22,281.94 |
| Month 30 | £22,281.94 |
| Month 31 | £22,281.94 |
| Month 32 | £22,281.94 |
| Month 33 | £22,281.94 |
| Month 34 | £22,281.94 |
| Month 35 | £22,281.94 |
| Month 36 | £22,281.94 |
| Month 37 | £22,281.94 |
| Month 38 | £22,281.94 |
| Month 39 | £22,281.94 |
| Month 40 | £22,281.94 |
| Month 41 | £22,281.94 |
| Month 42 | £22,281.94 |
| Month 43 | £22,281.94 |
| Month 44 | £22,281.94 |
| Month 45 | £22,281.94 |
| Month 46 | £22,281.94 |
| Month 47 | £22,281.94 |
| Month 48 | £22,281.94 |

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| Schedule 1 (The Services), Appendix A, Specification, paragraph 1.18 | **Delete the table in Schedule 1 (The Services), Appendix A, Specification, paragraph 1.18 in its entirety and replace with the following:**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | IPES Maximum Anticipated Starts | IPES Anticipated Contract Value (£ rounded to nearest £100k) |
| CPA 1 | Central England | 1883 |  £7.0m  |
| CPA 2 | North East England | 2325 |  £8.8m  |
| CPA 3 | North West England (including GreaterManchester) | 1900 |  £6.9m  |
| CPA 4 | Southern England | 1674 |  £6.3m  |
| CPA 5 | London and the Home Counties | 2411 |  £9.0m  |
| CPA 6 | Wales | 996 |  £3.9m  |
| **TOTAL** | **11,188** |  **£42m**  |

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