



Department
for Work &
Pensions

[REDACTED]

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

www.dwp.gov.uk

26th January 2021

PeoplePlus Group Ltd
Queens House
105 Queen Street
Sheffield
S1 1GN

Notice to Contractor in respect of the following:

- 1) **Relief Expiry Date Amendment Notice**
- 2) **Notice of provisions surviving expiry of CV04**

Dear Simon Rouse,

Contract (as amended) between the (1) Secretary of State for Work and Pensions (the “Authority”) and (2) PeoplePlus Group Ltd (the “Contractor”) set out at Schedule 1 (the “CV04 Contract”)

1. The Authority wishes to provide notice to amend the Relief Expiry Date and to amend the provisions of CV04 that shall survive its expiry pursuant to the Contract set out at Schedule 1.
2. Terms used but not otherwise defined in this letter have the same meaning as set out in the CV04 Contract to which the term refers.

Background

3. The purpose of this Notice to Contractor is to reduce the length of CV04 in accordance with paragraph 18(ii) of CV04 and to include additional provisions that shall survive expiry of CV04 in accordance with paragraph 13(iv) of CV04.
4. The Notice to Contractor shall be interpreted and construed so that it varies the Contract set out at Schedule 1.

5. Subject to paragraph 4, the Contract set out at Schedule 1, including any previous variations, will remain effective and unaltered.

Relief Expiry Date Amendment Notice

6. The Authority hereby provides notice to the Contractor pursuant to paragraph 18(ii) of CV04 that the Relief Expiry Date is amended from 31 March 2021 to 31 January 2021.
7. Expiry of CV04 shall be without prejudice to any rights, remedies or obligations accrued under the CV04 Contract prior to the expiry of CV04. Nothing in the CV04 Contract shall prejudice the right of either Party to recover any amount outstanding at such expiry.

Notice of provisions surviving CV04 expiry

8. The Authority hereby provides notice to the Contractor pursuant to paragraph 13(iv) of CV04 that the following provisions shall survive the expiry of CV04.
 - a. Paragraph 11 of Schedule 2 (Payment Model)
 - b. Paragraph 3 of Annex 4 to Schedule 2 (Payment Model)
 - c. Schedule 3 (Contractor Code of Conduct)
 - d. Schedule 4 (Financial Distress)
 - e. Schedule 5 (Additional Management Information)
 - f. Schedule 6 and Annex A (Customer Service Standards)
 - g. Schedule 10 (Provider Guidance)
 - h. Paragraph 9 (Definitions) of CV04
9. The Notice to Contractor shall not constitute a waiver of any right or remedy of the Authority or the Contractor arising before, during or after the Notice to Contractor, except to the extent set out in this Notice to Contractor.

Please confirm your acceptance of this Notice to Contractor by countersigning this letter and uploading a scanned copy to the Jaggaer (DWP e-portal) fileshare folder named **[REDACTED]**.

If you have any queries, please contact the team on **[REDACTED]**

Yours sincerely,

[REDACTED]
Senior Commercial Category Manager
For and on behalf of the Authority

We hereby acknowledge receipt and accept the terms of the Notice to Contractor.

Signed: ____ [REDACTED] _____

For and on behalf of the Contractor

Name: [REDACTED]

Position:

Date:

Schedule 1: Contract modified by the Notice to Contractor

The Notice to Contractor applies to the following contract:

Contract Type	Contract Reference	Contract Name/Description	Contract Start
AtW1: Access to Work (Holistic Assessments)	ECM_4199	Access to Work (Holistic Assessments)	05/06/2017



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CHANGE AUTHORISATION LETTER: CV11

Dear [REDACTED],

The contract (as amended) between the (1) Secretary of State for Work and Pensions (the “Authority”) and (2) PeoplePlus Group Ltd (the “Contractor”) set out at Schedule 1 (the “CV11 Contract”)

10. The Authority wishes to amend the Contract set out at Schedule 1 in accordance with this letter and the schedules attached to this letter (which together shall be known as “CV11”).
11. Terms used but not otherwise defined in CV11 have the same meaning as set out in the CV11 Contract to which the term refers.

Background

12. The purpose of CV11 is to support the exit of CV04 and reinforce compliance with the Contractor Code of Conduct.
13. The Authority and the Contractor acknowledge that the modifications outlined in CV04 are in accordance with the policy set out in PPN 01/20, PPN 02/20, and PPN 04/20 and that both parties shall act in good faith and work together towards the principles set out in PPN 01/20, PPN 02/20 and PPN 04/20.
14. The Authority reasonably anticipates that the Procurement Regulations will apply to CV11 and the Parties shall ensure that there is a lawful basis for agreeing CV11 under the Procurement Regulations and/or any applicable procurement rules.
15. CV11 shall be interpreted and construed so that it varies the CV11 Contract set out at Schedule 1 individually.

16. The CV11 Contract, including any previous variations, will remain effective and unaltered except as amended by CV11.

Definitions

17. The following terms shall have the meaning as set out below and shall be incorporated into the CV11 Contract:

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

“CV11” means this letter and the terms set out in it (including the attached Schedules).

“CV11 Contract” means the contract identified in Schedule 1 to CV11. **“PPN 01/20”** means Procurement Policy Note 01/20, as updated or amended from time to time, setting out information and guidance for public bodies on how they should respond to COVID-19 and the commercial actions they can take.

“PPN 02/20” means Procurement Policy Note 02/20, as updated or amended from time to time, setting out information and guidance for public bodies on how they may amend payment provisions in contracts or consider other contractual relief in order to assist suppliers to combat the impact of COVID-19.

“PPN 04/20” means Procurement Policy Note 04/20, as updated or amended from time to time, setting out information and guidance for public bodies on payment of their suppliers and to ensure service continuity during the current COVID-19 outbreak.

“Procurement Regulations” means the Public Contracts Regulations 2015 and the Public Procurement (Amendments etc.) (EU Exit) Regulations 2020.

CV11

18. Notwithstanding any other term of the CV11 Contract, the Parties agree to incorporate CV11 into the CV11 Contract. The CV11 Contract will be modified in accordance with the terms of CV11.

19. CV11 shall take effect from 1 February 2021.

20. Pursuant to paragraph 13(iv) of CV04 the following provisions shall survive the expiry of CV04.

- i. Paragraph 11 of Schedule 2 (Payment Model)
- ii. Paragraph 3 of Annex 4 to Schedule 2 (Payment Model)
- iii. Schedule 3 (Contractor Code of Conduct)
- iv. Schedule 4 (Financial Distress)
- v. Schedule 5 (Additional Management Information)
- vi. Schedule 6 and Annex A (Customer Service Standards)
- vii. Schedule 10 (Provider Guidance)
- viii. Paragraph 9 (Definitions) of CV04

Schedules attached to CV11

- 21. The following Schedules are attached to CV11:
 - i. Schedule 1: Contracts modified by CV11;
 - ii. Schedule 2: Contractual Modifications.

Miscellaneous

- 22. CV11 shall not constitute a waiver of any right or remedy of the Authority or the Contractor arising before, during or after CV11, except to the extent set out in CV11.
- 23. The Authority and the Contractor agree that any event arising from COVID-19 shall not give rise to any force majeure or frustration rights set out in the CV11 Contract to the extent that such rights are mitigated by CV11.
- 24. If there is an inconsistency between any of the provisions of CV11 and the provisions of the CV11 Contract, the provisions of CV11 shall prevail.
- 25. The provisions of the CV11 Contract shall, save as amended in CV11, continue in full force and effect, and shall be read and construed as one document with CV11.

Please confirm your acceptance of CV11 by countersigning this letter and uploading a scanned copy to the Jaggaer (DWP e-portal) fileshare folder named [REDACTED].

If you have any queries, please contact the team on [REDACTED]

Yours sincerely,

[REDACTED]
Senior Commercial Category Manager
For and on behalf of the Authority

We hereby acknowledge receipt and accept the terms of CV11.

Signed: _____ [REDACTED] _____

For and on behalf of the Contractor

Name: [REDACTED]

Position:

Date:

Schedule 1: Contract modified by CV11

The following contract is modified in accordance with CV11:

Contract Type	Contract Reference	Contract Name/Description	Contract Start
AtW1: Access to Work (Holistic Assessments)	ECM_4199	Access to Work (Holistic Assessments)	05/06/2017

Schedule 2: Contractual Modifications

Contract Type, Contract Reference	Modification
AtW1, A1.1	<p data-bbox="542 373 1626 405"><i>In AtW1 insert limb (c) to the existing definition of Open Book Data as below.</i></p> <p data-bbox="631 497 1794 564" style="text-align: center;">“Open Book Data” (c) the Contractor’s most up-to-date management accounts and annual accounts.</p>
AtW1, F10	<p data-bbox="542 590 1079 622"><i>After clause F10.3 insert the following</i></p> <p data-bbox="542 651 1917 842">“F10.4 Notwithstanding clause F10.3 in the event that the Contractor becomes aware of any conflict or inconsistency between the requirements contained in the above documents, the Contractor shall immediately notify the Authority’s Representative in writing of such inconsistency and the Authority’s Representative shall, as soon as practicable, notify the Contractor which requirement the Contractor shall comply with</p> <p data-bbox="542 871 1917 1024">F10.5 Subject to clause F10.6, in the event of, and only to the extent of, any conflict or inconsistency between the provisions of Schedule A (Contractor Code of Conduct) and any other provision in the terms and conditions of this Contract, the conflict or inconsistency shall be resolved in favour of the provision found in the terms and conditions of this Contract.</p> <p data-bbox="542 1053 1917 1286">F10.6 Notwithstanding clause F10.5, in the event that the Contractor becomes aware of any conflict or inconsistency between the provisions of Schedule A (Contractor Code of Conduct) and any other provision in the terms and conditions of this Contract, the Contractor shall immediately notify the Authority’s Representative in writing of such inconsistency and the Authority’s Representative shall, as soon as practicable, notify the Contractor which provision the Contractor shall comply with.”</p>

AtW1, Schedule A	<p><i>Replace paragraph 7 Financial Transparency Objectives with the below.</i></p> <p>“7. FINANCIAL TRANSPARENCY OBJECTIVES</p> <p>7.1 The Contractor acknowledges that the provisions of Schedule 4 (Payment (Outcome Payment)) are designed to facilitate the objectives set out below. The Contractor will cooperate with the Authority so that:</p> <ul style="list-style-type: none">(a) the Authority can understand any information that the Contractor submits to the Authority,(b) both Parties have confidence that the Contract Price is based on justifiable costs that can be independently validated, and clearly and wholly attributed to the Contract,(c) both Parties can understand the potential impact of any changes to the Contract on the payments that the Authority makes to the Contractor,(d) both Parties can review, address issues with, and re-forecast progress in relation to the provision of the Services,(e) the Authority can demonstrate that it is achieving value for money/economic value through the Contract, and protecting capacity and capability for delivery of Services after the Relief Expiry Date,(f) all financial documents and models prepared by the Contractor shall be consistent with each other in the use of terminology, presentation, and underlying structure, including through the use of templates provided by the Authority to the Contractor, and(g) the Authority is in a position to validate any payments it makes to the Contractor.”
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	<p><i>Insert paragraph 9 below to Schedule A.</i></p> <p>“9. Breach</p> <p>9.1 The Contractor shall at all times during the term of the Contract comply with Schedule A (Contractor Code of Conduct).</p> <p>9.2 Any Default by the Contractor of this Schedule is a Material Breach and shall entitle the Authority to exercise its rights under clause F5.3A.”</p>
AtW1, Schedule B	<p><i>Replace the definition of “Key Sub-contractor” with the below:</i></p> <p><i>“Key Sub-contractor” any Sub-contractor:</i></p> <p><i>(a) which, in the opinion of the Authority, performs a critical role in the provision of all or part of the Services; and/or</i></p> <p><i>(b) with a Sub-contract with a contract value which at the time of appointment exceeds ten percent (10%) of the aggregate Contract Price forecast to be payable under this Contract.”</i></p>
AtW1, Schedule 3	<p><i>In Schedule 3 Replace</i></p> <p><i>“ 2. The Contractor will provide the Authority, each Month or as otherwise requested by the Authority, with the following details of its Sub-contractors in a format to be determined by the Authority from time to time, including but not limited to:</i></p>

	<p>(a) Sub-contractor partner name, (b) Sub-contractor partner main contact (name, phone and email) with alternative for contingency, (c) Service(s) delivered, (d) geographic area(s) covered, (e) amount paid in Month, (f) where there is a variance of +/- 10% from the previous Month's payment to any Sub-contractor, an explanation to be provided, (g) the Contractor's stability risk assessment of its Sub-contractor, and (h) contingency plans.”</p> <p><i>with</i></p> <p>“2. The Contractor will provide the Authority, each Month or as otherwise requested by the Authority, with the following details of its Sub-contractors in a format to be determined by the Authority from time to time, including but not limited to:</p> <p>(a) Sub-contractor partner name, (b) Sub-contractor partner main contact (name, phone and email) with alternative for contingency, (c) Service(s) delivered, (d) geographic area(s) covered, (e) amount paid in Month,</p>
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	<p>(f) the Contractor's stability risk assessment of its Sub-contractor, and (g) contingency plans."</p>
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