



Department
for Work &
Pensions



European Union
European
Social Fund

[REDACTED], Deputy Director
Head of Employment Services Category
Department for Work and Pensions
3rd Floor, Hartshead Square
Sheffield
S1 2FD

www.dwp.gov.uk

2 September 2021

The Shaw Trust Limited
Third Floor
10 Victoria Street
Bristol
BS1 6BN

CHANGE AUTHORISATION LETTER: (“CV06.1”)

Dear [REDACTED],

Contract(s) as amended between the (1) Secretary of State for Work and Pensions (the “Contracting Body”) and (2) The Shaw Trust Limited (the “Contractor”) set out at Schedule 1 (the “CV06.1 Contract(s))

1. The Contracting Body wishes to amend the CV06.1 Contract[s] set out at Schedule 1 in accordance with CV06.1 and the schedules attached to CV06.1.
2. Terms used but not otherwise defined in this letter have the same meaning as set out in the CV06.1 Contract(s) to which the term refers.

Background

3. CV06 was implemented to introduce various contract modifications that were needed to deliver modified Work and Health Programme services to a new customer group in order to support people who became unemployed due to the impact of the Covid-19 pandemic. The aim of CV06.1 is to extend the timeframe during which this support can be provided.
4. The Contracting Body and the Contractor acknowledge that the modifications outlined in CV06.1 are in accordance with the policy set out in PPN 01/20, and that both parties shall act in good faith and work together towards the principles set out in PPN 01/20.
5. The Contracting Body reasonably anticipates that the Procurement Regulations will apply to CV06.1 and the Parties shall ensure that there is a lawful basis for agreeing CV06.1 under the Procurement Regulations and/or any applicable procurement rules.

6. CV06.1 shall be interpreted and construed so that it varies each CV06.1 Contract(s) set out at Schedule 1 (Contracts Modified by CV06.1) individually.
7. Each CV06.1 Contract(s), including any previous variations, will remain effective and unaltered except as amended by CV06.1.

Definitions

8. The following terms shall have the meaning as set out below and shall be incorporated into each CV06.1 Contract(s) (and any terms that are already defined in the CV06.1 Contract(s) are amended in line with the relevant definition below):

“CV06.1” means this letter and the terms set out in it (including the attached Schedules).

“CV06.1 Variation Date” means the date the second Party signs CV06.1.

“WHP JETS Referral Period End Date” means 30 September 2022.

CV06.1

9. CV06.1 takes effect from the CV06.1 Variation Date. CV06.1 will expire after the CV06 Expiry Date, subject to any further agreement(s) entered into between the Parties.
10. In consideration of the rights and obligations created, granted and assumed by the Contracting Body and the Contractor to each other pursuant to CV06.1, the parties have agreed to enter into CV06.1. Notwithstanding any other term of the CV06.1 Contract[s], the Parties agree to incorporate CV06.1 into each CV06.1 Contract. Each CV06.1 Contract will be modified in accordance with the terms of CV06.1.
11. Expiry of CV06.1 shall be without prejudice to any rights, remedies or obligations accrued under each CV06.1 Contract[s] prior to the expiry of CV06.1. Nothing in each CV06.1 Contract[s] shall prejudice the right of either Party to recover any amount outstanding at such expiry.

Schedules attached to CV06.1

12. The following Schedules are attached to CV06.1:
 - i. Schedule 1: Contracts modified by CV06.1; and
 - ii. Schedule 2: Contractual modifications.

Miscellaneous

13. CV06.1 shall not constitute a waiver of any right or remedy of the Contracting Body or the Contractor arising before, during or after CV06.1, except to the extent set out in CV06.1.
14. If there is an inconsistency between any of the provisions of CV06.1 and the provisions of the CV06.1 Contract[s], the provisions of CV06.1 shall prevail.

15. The provisions of each CV06.1 Contract[s] shall, save as amended in CV06.1, continue in full force and effect, and shall be read and construed as one document with CV06.1.

Please confirm your acceptance of CV06.1 by countersigning this letter and uploading a scanned copy to the Jaggaer (DWP e-portal) fileshare folder named **[REDACTED]**

Should you have any questions in relation to this letter or wish to discuss this further please contact the Commercial team through the Jaggaer messaging facility.

Yours sincerely,

[REDACTED]

Deputy Director, Head of Employment Service Category
For and on behalf of the Contracting Body

We hereby acknowledge receipt and accept the terms of CV06.1.

Signed: _____

For and on behalf of the Contractor

Name: **[REDACTED]**

Position:


Date:

Schedule 1: Contracts Modified by CV06.1

The following contract(s) are modified in accordance with CV06.1:



Contract Type	Contract Reference	Contract Name/Description	Contract Start
Work and Health Programme	ECM_4667	WHP – CPA 1	03/10/2017
Work and Health Programme	ECM_4676	WHP – CPA 5	03/10/2017

Schedule 2: Contractual Modifications

Contract Provision	Modification
Schedule D	<p><i>Replace Schedule D in the CV06.1 Contract[s] with the Schedule D provided below.</i></p> <p>SCHEDULE D – WHP JETS CONTRACTOR RESPONSE AND BASELINE:</p> <p>[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p>
Schedule E, Annex 3 “CV06 Data Return Template”	<p><i>Replace Schedule E, Annex 3 of the CV06.1 Contract[s] with the below Schedule E, Annex 3.</i></p> <p><u>ANNEX 3: CV06 DATA RETURN TEMPLATE</u></p> <p></p> <p>2021 06 28 EOBCM WHP Jets Extension.x</p>
Schedule 2, Paragraph 4	<p><i>Replace Schedule 2, Paragraph 4 of the CV06.1 Contract(s) with the following:</i></p> <p>4. WHP JETS CUSTOMER SERVICE STANDARDS (WHP JETS CSSs)</p> <div style="border: 1px solid black; padding: 5px;"> <p>WHP JETS CSS 1: The Contractor must acknowledge 99.5% of Referrals on PRaP within 2 (two) Working Days of receipt of a Referral. This will be monitored through the PRaP system.</p> <p>WHP JETS CSS 2: No more than 4% of Referrals will be in Backlog at any one time. 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.</p> <p>WHP JETS CSS 3: No single Referral will be in Backlog for more than 25 Working Days of receiving the Referral. This will be monitored through PRaP.</p> </div>

		<p>WHP JETS CSS 4: The Contractor will contact potential WHP JETS Participants within 2 (two) Working Days of receiving a Referral, to set up an initial appointment between the Contractor and the potential WHP JETS Participant.</p> <p>WHP JETS CSS 5: The initial appointment will take place within 15 (fifteen) Working Days of the Contractor receiving the Referral. The Contractor must also update PRaP with a start, did not attend or did not start by the 15th (fifteenth) Working Day for 99% of referrals. This will be monitored through the PRaP system.</p> <p>WHP JETS CSS 6: The Contractor will provide the WHP JETS Participant with a copy of the customer service standards within 1 (one) Working Day of becoming a WHP JETS Participant. The customer service standards referred to here are details on the support that the Contractor can provide to the WHP JETS Participant.</p> <p>WHP JETS CSS 7: The Contractor will work with the WHP JETS Participant to explore the WHP JETS Participant's ambitions, goals, priorities and personal needs. This will help formulate an Action Plan. This Action Plan must be finalised within 10 (ten) Working Days of the WHP JETS Participant Start.</p> <p>WHP JETS CSS 8: The Contractor will engage the WHP JETS Participant (by telephone/video conference or any other method permitted by the WHP Contract) every 10 (ten) Working Days as a minimum, to discuss the WHP JETS Participant's wellbeing, Action Plan and job goals ("Booked Meeting"). The frequency of the Booked Meetings can be amended if the WHP JETS Participant prefers a different arrangement.</p> <p>WHP JETS CSS 9: If the WHP JETS Participant misses a Booked Meeting and the Contractor is not contacted by the WHP JETS Participant with an explanation as to why, the Contractor will attempt to contact the WHP JETS Participant within 2 (two) Working Days with a view to resolving any issues.</p> <p>WHP JETS CSS 10: If the WHP JETS Participant is not in employment or self-employment at the point they cease to be a WHP JETS Participant, the Contractor will produce a WHP JETS Exit Report. The WHP JETS Exit Report will include a summary of the Participant's time on WHP JETS, along with details of additional support that can be accessed to support them going forward. The WHP JETS Exit Report will be provided to WHP JETS Participants within the last 10 (ten) Working Days of the WHP JETS Participant being a WHP JETS Participant. The Contractor will also maintain</p>
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	<p>a copy of the WHP JETS Exit Report securely, which must be sent to the Contracting Body upon request from the Contracting Body.</p> <p>WHP JETS CSS 11: Providers must securely send a copy of the fully completed ESF1420 Initial form for WHP JETS provision to the DWP ESF Admin Team within five (5) Working Days of the WHP JETS Participant's start date; whilst ESF Covid easements are in place forms may be annotated COVID-19 in lieu of a wet signature. For ESF provision a copy of a fully completed ESF1420 start form needs to be sent five (5) Working Days from the WHP JETS Participant's eligibility and referral meeting.</p> <p>WHP JETS CSS 12: Providers must securely send a copy of the fully completed ESF1420 end form to the DWP ESF Admin Team within eight (8) weeks of the WHP JETS Participant's completion date.</p> <p>WHP JETS CSS 13: 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. This will be done by the Contractor asking the specific question(s) and follow up (by email, link to a provider portal, website or on-line survey and where no other option available, by telephone) detailed below. WHP JETS Participants will be required to record their response to the question(s) ("WHP JETS Participant Response"). Where WHP JETS Participants provide responses by telephone, the Contractor will create and maintain a detailed written record of the response - this also falls within the definition of "WHP JETS Participant Response"). Contractors are then required to collate WHP JETS Participant Responses split by customer groups. The Contractor will collate WHP JETS Participant Responses in the template as provided in Annex A to Schedule 5 of CV06. 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. The Contractor will maintain each WHP JETS Participant Response, which the Contracting Body may request to review in the future. Further information on the manner of differentiating different customer groups will be provided in due course. The Contracting Body reserves the right to publish WHP JETS Participant Responses or a summary of WHP JETS Participant Responses (either in the form provided for in Annex A to Schedule 5 of CV06 or in any other form it sees fit). The Contracting Body reserves the right to amend the specific questions or add additional questions that Contractors ask WHP JETS Participants on a monthly basis. Additionally, the Contracting Body reserves the right to require Contractors to ask the WHP</p>
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	<p>JETS Participants the question(s) on a more/less regular basis. The frequency of collating WHP JETS Participant Responses and the deadline for providing the Contracting Body with the completed template from Annex A to Schedule 5 of CV06 can also be varied by the Contracting Body. The Contracting Body also reserves the right to amend the template as provided in Annex A to Schedule 5 of CV06.</p> <p>Question: "Thinking about your overall experience of the services provided, how satisfied are you with the WHP JETS programme?</p> <p>Very satisfied;</p> <p>Fairly satisfied;</p> <p>Fairly dissatisfied;</p> <p>Very dissatisfied.</p> <p>Please can you tell us more about why you chose your response? Please be as detailed and specific as possible."</p> <p>WHP JETS CSS 14: At the end of each calendar month, the Contractor will complete the template as provided in Annex B to Schedule 5 of CV06. This template will be provided to the Contracting Body on the 15th day of the following calendar month. If the 15th day happens to be a non-Working Day, then the deadline will move to the next Working Day.</p>
Schedule 2, Annex C	<p><i>Replace Schedule 2, Annex C of the CV06.1 Contract[s] with the below Schedule 2, Annex C.</i></p> <p><u>Annex C</u></p> <div style="display: flex; justify-content: space-around; align-items: center;">   </div> <p>1. JETS Performance Input - CPA 1 20.7.21 5. JETS Performance Input - CPA 5.xlsx</p>