



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

15 September 2020

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

CHANGE AUTHORISATION LETTER: (“CV06”)

Dear **[REDACTED]**

WHP Contract amendments that are needed to address the consequences of Covid-19, as agreed by the (1) Secretary of State for Work and Pensions (the “Contracting Body”) and (2) The Shaw Trust Limited (the “Contractor”), and in accordance with Procurement Policy Note (PPN) 01/20

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

Background

3. The purpose of CV06 is to implement contract modifications that are needed to deliver Work and Health Programme services to a new customer group in order to support people who have become unemployed due to the impact of the Covid-19 pandemic.
4. The Contracting Body and the Contractor acknowledge that the modifications outlined in CV06 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 and the Parties shall ensure that there is a lawful basis for agreeing CV06 under the Procurement Regulations and/or any applicable procurement rules. Due to the current Covid-19 pandemic, this may include in particular justifications

under Regulation 72 and Regulation 32 of the Procurement Regulations or such other applicable or equivalent provision.

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

Definitions

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

“Admin Fees” means the costs incurred by the Contracting Body in dealing with MI Failures and or WHP JETS MI Failures calculated in accordance with the tariff of administration charges published by the Crown Commercial Service at the following link: <https://www.gov.uk/guidance/current-crown-commercial-service-suppliers-what-you-need-to-know>

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

“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 (Fees and Payment).

“Customer Service Standards” means the service levels to which the WHP Services are to be supplied by the Contractor as set out at Schedule 2 (tMPLs, RNOs and CSSs), and which shall include the WHP Specification Customer Service Standards, the Tender Customer Service Standards, and the WHP JETS Customer Service Standards.

“CV06 Monthly Payment” means the payment(s) which the Contracting Body may make to the Contractor in accordance with Schedule E (WHP JETS Fees and Payment).

“CV03” means the contract variation that the Contracting Body and the Contractor entered into in respect of CV04 Contracts and SES Contracts, for the purpose of giving immediate interim relief to the Contractor.

“CV04” means the contract variation that the Contracting Body and the Contractor entered into in respect of CV04 Contracts, for the purpose of implementing contract modifications that are needed to address Covid Related Hardship.

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

“CV06 Contract” means a contract identified in Schedule 1 to CV06 (Contracts Modified by CV06).

“CV06 Contracts” means all the contracts identified in Schedule 1 to CV06 (Contracts Modified by CV06).

“CV06 Expiry Date” means the date that falls 299 days after the **WHP JETS Referral Period End Date**.

“CV06 Modification Period” means the period from the CV06 Variation Date until the CV06 Expiry Date.

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

“Participant Start” means, in respect of each Participant, the date on which the initial meeting between the Contractor and a Participant takes place.

“Procurement Regulations” means the Public Contracts Regulations 2015.

“Referral” means the referral of an individual by the Contracting Body to the Contractor under the WHP Contract, with the intention that the individual will become a Participant at the point of Participant Start, and **“Referred”** shall be construed accordingly. The Contractor shall be permitted to provide details of potential Participants to the Contracting Body. The Contracting Body may then refer those potential Participants to the Contractor under the WHP Contract, with the intention that the individuals will become Participants at the point of Participant Start or WHP JETS Participant Start.

“Reporting Date” means the seventh (7th) day of each Month following the Month to which the relevant Management Information and or WHP JETS Management Information relates, or such other date as may be agreed between the Contracting Body and the Contractor from time to time

“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 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.

“WHP JETS” means Work and Health Programme Job Entry: Targeted Support.

“WHP JETS Completer” means a WHP JETS Participant who has reached their end date on WHP JETS as set out in the WHP JETS Specification under the heading “Maximum Duration Of Participation”

“WHP JETS Contractor Response” means the response provided by the Contractor as detailed in Schedule D.

“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.

“WHP JETS Delivery Model” means the structures and processes used by the Contractor to deliver the WHP JETS Services.

“WHP JETS Fees” means the amounts (exclusive of any applicable VAT) as set out in Schedule E (WHP JETS Fees and Payment), payable by the Contracting Body under the WHP Contract, to which the Contractor is entitled during the CV06 Modification Period for the full and proper performance by the Contractor of its obligations under the WHP Contract with respect to the provision of WHP JETS Services.

“WHP JETS MI Failure” means when a WHP JETS MI Report:

- (a) contains any material errors or material omissions or a missing mandatory field; or
- (b) is submitted using an incorrect WHP JETS MI Reporting Template; or
- (c) is not submitted by the Reporting Date (including where a Nil Return should have been filed).

“WHP JETS Management Information” means the management information specified in clause E13 and Schedule G (WHP JETS Management Information).

“WHP JETS MI Report” means a report containing WHP JETS Management Information submitted to the Contracting Body in accordance with clause E13 and Schedule G (WHP JETS Management Information).

“WHP JETS Participant” means an individual in respect of whom the Contractor provides WHP JETS Services and whom has been Referred to the Contractor by the Contracting Body pursuant to the WHP Contract.

“WHP JETS Staff” means all persons employed or engaged by the Contractor (and/or each Sub-contractor) to perform its obligations with respect to WHP JETS under this WHP Contract together with the Contractor's (and/or each Sub-contractor's) servants, consultants, agents, volunteers, contractors and sub-contractors used in the performance of its obligations with respect to WHP JETS under this WHP Contract.

“WHP Participant” means an individual in respect of whom the Contractor provides WHP Services excluding WHP JETS Services whom has been Referred to the Contractor by the Contracting Body pursuant to the WHP Contract.

“WHP JETS Participant Start” means, in respect of each WHP JETS Participant, the date on which the initial meeting between the Contractor and a WHP JETS Participant takes place.

“WHP JETS Employed Outcome” means when a WHP JETS Participant: a) has obtained employment, commencing within 182 days of **WHP JETS Participant Start**; and b) net cumulative earnings in RTE has reached the £1,000 earnings threshold, achieved within 238 days from the **WHP JETS Participant Start**.

“WHP JETS Employment Business” means any part of the Contractor, the Contractor’s Group, any Sub-contractor or any Sub-contractor’s Group which:

- a) carries out the services described in the WHP JETS Specification; or
- b) has as its dominant purpose or activity the employment of WHP JETS Participants or WHP JETS Completers.

“WHP JETS Outcomes” means the sum total of WHP Jets Employed Outcomes and WHP JETS Self-Employed Outcomes.

“WHP JETS Self-Employed Outcome” means when a WHP JETS Participant achieves and the Provider can robustly evidence a cumulative period of not less than 56 days’ self-employment. The cumulative period of self-employment must commence within 182 days of the WHP JETS Participant Start. For the avoidance of doubt, any period of self-employment can only be counted once regardless of whether the WHP JETS Participant has one or multiple self-employed occupations during that period.

“WHP JETS Referral Period” means the period from and including the **WHP JETS Referral Period Start Date** until the **WHP JETS Referral Period End Date** when the Contracting Body may Refer WHP JETS Participants to the Contractor under the WHP Contract.

“WHP JETS Referral Period Start Date” means 19 October 2020.

“WHP JETS Referral Period End Date” means:

- i. 18 October 2021, or
- ii. such later date not more than twelve (12) Months later than 18 October 2021 following any extension to the WHP JETS Referral Period End Date pursuant to paragraph 15.

“WHP JETS Required Number of Outcomes” or **“WHP JETS RNO”** means the number of WHP JETS Outcomes that the Contractor is required to achieve as set out in Schedule 2.

“WHP JETS Services” means those services to be supplied by the Contractor pursuant to the **WHP JETS Specification** set out at Schedule C (WHP JETS Specification) and Schedule D (Contractor Response: WHP JETS).

“WHP JETS Services Delivery Period” means the period from and including the CV06 Variation Date until the CV06 Expiry Date during which the Contractor shall supply the WHP JETS Services.

“WHP JETS Specification” means the Contracting Body’s specification for **WHP JETS Services** as set out at Schedule C (WHP JETS Specification) including all amendments to, variations of, or supplements to such specification.

“WHP Core Services” means any and all of the services excluding WHP JETS Services to be supplied by the Contractor in accordance with the WHP Contract, including those described at Schedule 1 (The WHP Services).

“WHP Services” means any and all of the services to be supplied by the Contractor in accordance with the WHP Contract, including those described at Schedule 1 (The WHP Services), Schedule C (WHP JETS Specification) and Schedule D (Contractor Response: WHP JETS) of the WHP Contract.

CV06

9. CV06 takes effect from the CV06 Variation Date. CV06 will expire after the CV06 Expiry Date, subject to paragraph 12 and 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, the parties have agreed to enter into CV06. Notwithstanding any other term of the CV06 Contracts, the Parties agree to incorporate CV06 into each CV06 Contract. Each CV06 Contract will be modified in accordance with the terms of CV06.
11. The Contractor shall supply the WHP JETS Services during the CV06 Modification Period in accordance with the Contracting Body's requirements as set out in the WHP Contract and CV06 (including, for the avoidance of doubt, in accordance with the WHP JETS Specification and the ESF Requirements) in consideration of the payment of the WHP JETS Fees.
12. The following provisions of CV06 shall survive its expiry:
 - i. paragraph 11 of Schedule E (WHP JETS Fees and Payment),
 - ii. paragraph 3 of Annex 4 to Schedule E (WHP JETS Fees and Payment),
 - iii. any provisions of CV06 which the Contracting Body determines shall survive its expiry provided that the Contracting Body has notified the Contractor in writing prior to the CV06 Expiry Date of the provisions which will survive such expiry.
13. If CV06 expires in accordance with paragraph 9, the modifications that were made to the CV06 Contracts by CV06 are negated, subject to paragraph 12.
14. Expiry of CV06 shall be without prejudice to any rights, remedies or obligations accrued under each CV06 Contract prior to the expiry of CV06. Nothing in each CV06 Contract shall prejudice the right of either Party to recover any amount outstanding at such expiry.

Extension of WHP JETS Referral Period

15. The Contracting Body may unilaterally extend the WHP JETS Referral Period by one (1) or more extensions up to a maximum of not more than twelve (12) Months in total. Where the Contracting Body chooses to extend the Referral Period pursuant to this paragraph 15, the Contracting Body will give written notice to the Contractor of not less than three (3) Months (or on such shorter notice as may be agreed by the Parties) prior to the WHP JETS Referral Period End Date. In accordance with any extension

of the WHP JETS Referral Period pursuant to this paragraph 15, the Contracting Body may unilaterally amend the CV06 Expiry Date and extend the CV06 Modification Period. The provisions of the WHP Contract shall continue to apply throughout any extended CV06 Modification Period, subject to any amendments made in accordance with the Change Control Procedure.

16. If the Contracting Body serves written notice to the Contractor to extend the WHP JETS Referral Period pursuant to paragraph 15, the Contractor undertakes to do all acts and execute all documents which may be necessary to give effect to such extension.

Schedules attached to CV06

17. The following Schedules are attached to CV06:

- i. Schedule 1: Contracts modified by CV06
- ii. Schedule 2: WHP JETS Specification
- iii. Schedule 3: WHP JETS Contractor Response and Baseline
- iv. Schedule 4: WHP JETS Payment Model
- v. Schedule 5: WHP JETS RNOs and CSSs
- vi. Schedule 6: WHP JETS Performance Enhancement
- vii. Schedule 7: WHP JETS Self-Referral
- viii. Schedule 8: WHP JETS Provider Guidance
- ix. Schedule 9: WHP JETS Management Information
- x. Schedule 10: Sub-contractors.

Miscellaneous

18. CV06 shall not constitute a waiver of any right or remedy of the Contracting Body or the Contractor arising before, during or after CV06, except to the extent set out in CV06.
19. The Contracting Body 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 CV06 Contract to the extent that such rights are mitigated by CV06.
20. If there is an inconsistency between any of the provisions of CV06 and the provisions of the CV06 Contract, including for the avoidance of doubt, CV03 and CV04, the provisions of CV06 shall prevail.
21. The provisions of each CV06 Contract shall, save as amended in CV06, continue in full force and effect, and shall be read and construed as one document with CV06.

Please confirm your acceptance of CV06 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 faithfully,

[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.

Signed: _____

For and on behalf of the Contractor

Name: **[REDACTED]**

Position:


Date:

Schedule 1: Contracts Modified by CV06

The following contracts are modified in accordance with CV06:

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: WHP JETS Specification

Contract Provision	Modification
Schedule C	<p data-bbox="663 296 1223 325"><i>Insert Schedule C into the CV06 Contracts.</i></p> <p data-bbox="663 347 1272 379">SCHEDULE C – WHP JETS SPECIFICATION</p> <div data-bbox="663 411 869 536"><p data-bbox="663 478 869 536">WHP Job Entry Targeted Support Spe</p></div>

Schedule 3: WHP JETS Contractor Response and Baseline

Contract Provision	Modification
Schedule D	<i>Insert Schedule D into the CV06 Contracts.</i> SCHEDULE D – WHP JETS CONTRACTOR RESPONSE AND BASELINE: WHP JETS [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Schedule 4: WHP JETS Payment Model

Contract Provision	Modification
Schedule 4	<p><i>Schedule 4 of the WHP Contract (as amended by CV04) is modified in the following manner to exclude costs associated with WHP JETS from forming part of any Covid Monthly Payment.</i></p> <p><i>In Annex 1 to Schedule 4, add new sub-paragraph 2(m)</i></p> <p>2. The following costs are Disallowed Costs:</p> <p>...</p> <ul style="list-style-type: none"> k. costs relating to statutory audit, l. costs not associated with the Contract, and m. costs that the Contractor has incurred in delivering the WHP JETS Services and/or claimed pursuant to Schedule E (WHP JETS Fees and Payment).
Schedule E	<p><i>Insert Schedule E into the CV06 Contracts.</i></p> <p>SCHEDULE E – WHP JETS FEES AND PAYMENT</p> <p>1 DEFINITIONS</p> <p>In this Schedule, the following definitions shall apply:</p> <p>“Adjust” means when the Contracting Body increases or decreases the Bridging Amount for a CV06 Period to take account of any difference between a recalculation of the Bridging Amount for a previous CV06 Period, and the Bridging Amount formerly calculated for that previous CV06 Period.</p>

	<p>“Allowed Costs” means any costs which the Contracting Body reasonably determines:</p> <ul style="list-style-type: none"> (a) have been incurred, or will be incurred, by the Contractor during the CV06 Modification Period, and (b) fall within paragraph 1 of Annex 1. <p>“Baseline” means the set of costs as detailed in Schedule 3.</p> <p>“Bridging Amount” means the Allowed Costs that the Contracting Body reasonably determines the Contractor has incurred, or will incur, during a CV06 Period, as well as:</p> <ul style="list-style-type: none"> (a) any Adjustment made under paragraph 6.5, (b) any reduction under paragraph 6.6 for any overpayment, and (c) any additional sum added under paragraph 6.7. <p>“Cost Claim” means an instance of cost (within a Cost Line) which the Contractor claims it has incurred or will incur during the CV06 Modification Period.</p>
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	<p>“Cost Claim Error Rate” means in respect of each Cost Claim Validation Period, the percentage of failures, errors and/or over-claims which the Contracting Body 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 CV06 Contract) in that Cost Claim Validation Period and which shall be calculated as follows:</p> <p>$(A/B) \times 100$ where:</p> <p>A = the value of Cost Claim Fails for that Cost Claim Validation Period in respect of Cost Claims (as reasonably determined by the Contracting Body); and</p> <p>B = the value of Cost Claims comprised in the Cost Claim Sample,</p> <p>expressed as a percentage.</p> <p>“Cost Claim Fail” means a Cost Claim in respect of which the Contracting Body reasonably determines that such Cost Claim is not within the corresponding Cost Line and/or the Allowed Costs, as reasonably determined by the Contracting Body, for the relevant Cost Claim Validation Period in which such Cost Claim has been made by the Contractor.</p> <p>“Cost Claim Pass” means a Cost Claim in respect of which the Contracting Body reasonably determines that such Cost Claim is within the corresponding Cost Line and/or the Allowed Costs, as reasonably determined by the Contracting Body, for the Cost Claim Validation Period in which such Cost Claim has been made by the Contractor.</p> <p>“Cost Claim Sample” shall have the meaning given to it in paragraph 11.</p>
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	“Cost Claim Validation Period”	means such period of time as the Contracting Body notifies the Contractor from time to time for which period the Contracting Body shall validate Cost Claims made to the Contractor in accordance with CV06. For the avoidance of doubt such notification may be made before, during or after the Contracting Body takes any action pursuant to paragraph 11.
	“Cost Escalation Board”	means the body described in paragraph 3 of Annex 4.
	“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 Contracting Body 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 Contracting Body. The values of 10% and £6,000 are also subject to increase following mutual agreement between the Contracting Body and the Contractor.
	“Cost Escalation Notice”	means a written notice served by one Party on the other stating that the Party serving the notice believes there to be a Cost Escalation Dispute.
	“Cost Escalation Process”	means the process that the Contracting Body and the Contractor will follow in resolving any Cost Escalation Disputes, as set out at Annex 4.
	“Cost Line”	means an area of expenditure as identified in column 1 of Annex 2.
	“CV06 Data Return”	means the Open Book Data that the Contractor provides to the Contracting Body, in the CV06 Data Return Template, for the purpose of enabling the Contracting Body to calculate the Bridging Amount.

	<p>“CV06 Data Return Template” means the template set out at Annex 3, as amended from time to time by the Contracting Body, which the Contractor is required to complete when it submits a CV06 Data Return.</p> <p>“CV06 Data Return Timetable” shall have the meaning given to it in paragraph 4.5.</p> <p>“CV06 Monthly Payment” means the payment made by the Contracting Body to the Contractor in each Month of a CV06 Period, which the Contracting Body calculates by dividing the Bridging Amount by the number of Months covered by the CV06 Period.</p> <p>“CV06 Period” means the Month or Months used by the Contracting Body for the calculation of the Bridging Amount and CV06 Monthly Payments.</p> <p>“Disallowed Costs” means any costs which the Contracting Body reasonably determines:</p> <p style="padding-left: 40px;">(a) have been incurred, or will be incurred, by the Contractor during the CV06 Modification Period, and</p> <p style="padding-left: 40px;">(b) fall within paragraph 2 of Annex 1.</p> <p>“Variance Costs” means any costs reasonably designated by the Contracting Body as such in accordance with paragraph 9.1(b).</p>
2	WHP JETS FEES
2.1	In consideration of the Contractor carrying out its obligations under CV06, including but not limited to the provision of the WHP JETS Services during the CV06 Modification Period, the Contracting Body shall pay the WHP JETS Fees to the Contractor in accordance with the provisions of this Schedule via a self-billing process approved by HMRC.

	<p>2.2 The Contractor acknowledges and agrees that it shall have no entitlement whatsoever to remuneration in respect of the WHP JETS Services delivered during the CV06 Modification Period other than the WHP JETS Fees.</p> <p>2.3 The WHP JETS Fees shall comprise the CV06 Monthly Payments.</p> <p>2.4 The WHP JETS Fees will not be amended or adjusted, unless the Contracting Body and the Contractor agree to such amendment or adjustment in accordance with the Change Control Procedure.</p> <p>2.5 The Contracting Body shall have no obligation to pay any WHP JETS Fees to the Contractor after the last day of the CV06 Expiry Date.</p> <p>2.6 The WHP JETS Fees in total that the Contracting Body can pay to the Contractor throughout the CV06 Modification Period cannot exceed the Total Contract Value ("TCV") as detailed in the Baseline. This TCV can be modified unilaterally by the Contracting Body.</p> <p>3 BRIDGING AMOUNTS, CV06 MONTHLY PAYMENTS</p> <p>3.1 The Contracting Body will calculate the Bridging Amount for each CV06 Period in accordance with paragraphs 6, 7, 8 and 9.</p> <p>3.2 The Contracting Body will make one CV06 Monthly Payment to the Contractor for each Month of a CV06 Period, subject to paragraph 11.</p> <p>4 CV06 DATA RETURNS</p> <p>4.1 Following a request by the Contracting Body, the Contractor must submit a CV06 Data Return to the Contracting Body using the CV06 Data Return Template and in accordance with the Contracting Body's instructions.</p> <p>4.2 The Contracting Body will send the CV06 Data Return Template and any related instructions to the Contractor when it makes its request.</p> <p>4.3 There is no limit on the number of requests that the Contracting Body can make under paragraph 4.1.</p>
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	<p>4.4 The Contractor must submit the CV06 Data Return to the Contracting Body within 10 Working Days of the date of the Contracting Body's request.</p> <p>4.5 The Contracting Body shall provide a set of dates to the Contractor which indicate when the Contracting Body will make its requests for CV06 Data Returns (the "CV06 Data Return Timetable").</p> <p>4.6 The Contractor must submit a CV06 Data Return in accordance with the requirements of this paragraph 4 even if the Contracting Body's request was made on a date other than a date set out in the CV06 Data Return Timetable.</p> <p>4.7 The Contracting Body can amend the CV06 Data Return Timetable. If the Contracting Body amends the CV06 Data Return Timetable it shall provide the revised CV06 Data Return Timetable to the Contractor.</p> <p>4.8 A senior finance official authorised by the Contractor must certify the accuracy and content of the CV06 Data Return before the Contractor submits it to the Contracting Body.</p> <p>4.9 The Contractor shall only include costs in the CV06 Data Return where:</p> <ul style="list-style-type: none"> (a) it has carried out sufficient checks to ensure that such costs have been or will be incurred by the Contractor during the CV06 Modification Period and meet all of the relevant qualifying criteria and requirements for Allowed Costs, and (b) the Contractor holds sufficient and reliable evidence of such criteria and requirements for Allowed Costs being met, which shall include but not be limited to the information set out at Annex 2. <p>4.10 The Contracting Body may request, and the Contractor must provide, any clarification in respect of any matter arising from the CV06 Data Return submitted by the Contractor.</p> <p>4.11 Where the Contracting Body requests a clarification in accordance with paragraph 4.10, the Contractor must provide that clarification to the Contracting Body:</p> <ul style="list-style-type: none"> (a) within 3 Working Days of receipt of the Contracting Body's request, or
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	<p>(b) by such other time as required by the Contracting Body, as set out in the request.</p> <p>4.12 Further to paragraphs 4.8, 4.9, 4.10 and 4.11, the Contracting Body has the right to verify the information contained in a CV06 Data Return. The Contracting Body can reasonably decide what steps it takes, or process it follows, in verifying that information.</p> <p>4.13 If the Contractor does not comply with paragraphs 4.1, 4.4, 4.6, 4.8, 4.9, 4.10 or 4.11, then the Contracting Body can exercise reasonable discretion:</p> <p>(a) in calculating the Bridging Amount for a CV06 Period, and</p> <p>(b) in its decision on what, if any, CV06 Monthly Payments it will make to the Contractor for a CV06 Period, and the amounts of those CV06 Monthly Payments.</p> <p>5 CV06 PERIODS</p> <p>5.1 The Contracting Body will determine the CV06 Periods to use for the calculation of the Bridging Amount and CV06 Monthly Payments, subject to this paragraph 5.</p> <p>5.2 The Contracting Body will notify the Contractor of the Month or Months covered by a CV06 Period, prior to the beginning of that CV06 Period.</p> <p>5.3 In the absence of any notification under paragraph 5.2, a CV06 Period will cover three Months starting immediately after the previous CV06 Period.</p> <p>6 CALCULATION OF THE BRIDGING AMOUNT</p> <p>6.1 The Contracting Body can take account of any CV06 Data Returns that have been submitted by the Contractor when it calculates the Bridging Amount for a CV06 Period.</p> <p>6.2 The Contracting Body will exercise reasonable discretion in deciding which CV06 Data Returns are relevant for the purpose of calculating the Bridging Amount.</p>
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	<p>6.3 By using the relevant CV06 Data Returns referred to in paragraph 6.2, the Contracting Body shall reasonably determine which costs for a CV06 Period are:</p> <ul style="list-style-type: none"> (a) Allowed Costs, (b) Disallowed Costs, and (c) Variance Costs. <p>6.4 The Bridging Amount shall be the Allowed Costs that the Contracting Body reasonably determines the Contractor has incurred, or will incur, in the CV06 Period, subject to paragraphs 6.5, 6.6 and 6.7.</p> <p>6.5 Where paragraph 8 applies, the Contracting Body may further Adjust the Bridging Amount in accordance with the provisions in that paragraph.</p> <p>6.6 Where the Contracting Body has made an overpayment to the Contractor the Contracting Body may reduce the Bridging Amount by the value of that overpayment.</p> <p>6.7 Notwithstanding paragraph 3(j) of Annex 1, the Contracting Body will add an additional sum of 5% (five percent) to the Bridging Amount. The addition of the 5% (five percent) may be altered following mutual agreement between the Contractor and the Contracting Body.</p> <p>6.8 Disallowed Costs and Variance Costs shall not form part of the Bridging Amount.</p> <p>6.9 Where a cost:</p> <ul style="list-style-type: none"> (a) is an Allowed Cost in paragraph 1 of Annex 1; and (b) is a Disallowed Cost in paragraph 2 of Annex 1; <p>it shall be treated as a Disallowed Cost instead of an Allowed Cost.</p>
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	<p>6.10 Where a cost:</p> <ul style="list-style-type: none"> (a) is an Allowed Cost in paragraph 1 of Annex 1; and (b) has been designated by the Contracting Body as a Variance Cost in accordance with paragraph 9.1(b); <p>it shall be treated as a Variance Cost instead of an Allowed Cost.</p> <p>7 NOTIFICATION OF CV06 MONTHLY PAYMENTS AND RECALCULATION OF BRIDGING AMOUNT</p> <p>7.1 Once the Contracting Body has calculated the Bridging Amount for a CV06 Period it shall notify the Contractor what the CV06 Monthly Payments are for that CV06 Period.</p> <p>7.2 The Contracting Body can recalculate the Bridging Amount for a CV06 Period even if it has previously calculated the Bridging Amount for that CV06 Period. The Contracting Body is not limited in the number of recalculations it can carry out.</p> <p>7.3 If the Contracting Body has recalculated the Bridging Amount for a CV06 Period:</p> <ul style="list-style-type: none"> (a) that recalculated Bridging Amount becomes the Bridging Amount for that CV06 Period, and (b) that recalculated Bridging Amount can be used by the Contracting Body for the purpose of paragraph 8.1. <p>7.4 Where the Contracting Body has recalculated the Bridging Amount for a CV06 Period, that recalculation shall not affect any CV06 Monthly Payments that the Contracting Body has made or will make in respect of that CV06 Period, subject to paragraph 7.5.</p>
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	<p>7.5 Where:</p> <ul style="list-style-type: none"> (a) the Contracting Body has recalculated the Bridging Amount for a CV06 Period; and (b) the Contracting Body has not yet made a CV06 Monthly Payment in that CV06 Period; <p>then the Contracting Body may choose to amend the CV06 Monthly Payments it will make in that CV06 Period.</p> <p>7.6 Where paragraph 7.5 applies, the Contracting Body shall notify the Contractor what the amended CV06 Monthly Payments will be for that CV06 Period.</p> <p>7.7 Other than in paragraph 7.1, any reference in this Schedule to the calculation of the Bridging Amount shall extend to any recalculation of the Bridging Amount.</p> <p>8 ADJUSTMENT OF BRIDGING AMOUNT FOR CV06 PERIODS</p> <p>8.1 Further to paragraph 6, the Contracting Body can Adjust the Bridging Amount for a CV06 Period if the Contracting Body recalculates the Bridging Amount for a previous CV06 Period, and that recalculated Bridging Amount is higher or lower than the Bridging Amount formerly calculated by the Contracting Body for that previous CV06 Period.</p> <p>8.2 Where the Contracting Body has recalculated the Bridging Amount in respect of two or more previous CV06 Periods, the Contracting Body can separately apply paragraph 8.1 in respect of each of those previous CV06 Periods.</p> <p>8.3 In paragraph 8.1:</p> <ul style="list-style-type: none"> (a) where the recalculated Bridging Amount for the previous CV06 Period is higher than the Contracting Body's former calculation of that Bridging Amount, then
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	<p>(b) if the Contracting Body Adjusts the Bridging Amount for a CV06 Period to account for this, the Contracting Body must increase the Bridging Amount for the CV06 Period by the difference between:</p> <p>(i) the recalculated Bridging Amount for the previous CV06 Period, and</p> <p>(ii) the Contracting Body's former calculation of the Bridging Amount for the previous CV06 Period.</p> <p>8.4 In paragraph 8.1:</p> <p>(a) where the recalculated Bridging Amount for the previous CV06 Period is lower than the Contracting Body's former calculation of that Bridging Amount, then</p> <p>(b) if the Contracting Body Adjusts the Bridging Amount for a CV06 Period to account for this, the Contracting Body must decrease the Bridging Amount for the CV06 Period by the difference between:</p> <p>(i) the Contracting Body's former calculation of the Bridging Amount for the previous CV06 Period, and</p> <p>(ii) the recalculated Bridging Amount for the previous CV06 Period.</p> <p>9 VARIANCE COSTS</p> <p>9.1 If the costs that the Contractor includes in a CV06 Data Return are higher than the costs set out in the Baseline by 10% or more, then:</p> <p>(a) the Contractor must provide the Contracting Body with an explanation for that variance, and</p> <p>(b) the Contracting Body can, in its reasonable discretion, designate some or all of the costs that exceed the amount set out in the Baseline as Variance Costs.</p>
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	<p>9.2 If the costs that the Contractor includes in a CV06 Data Return are lower than the costs set out in the Baseline by 10% or more, then the Contractor must provide the Contracting Body with an explanation for that variance.</p> <p>9.3 This paragraph 9 does not prejudice any other right that the Contracting Body has under the WHP Contract or otherwise. This includes, but is not limited to, rights:</p> <ul style="list-style-type: none"> (a) to verify information contained in CV06 Data Returns, (b) to request any clarification in respect of any matter arising from CV06 Data Returns, (c) to calculate the Bridging Amount and CV06 Monthly Payments, and (d) to validate Cost Claims. <p>10 CV06 MONTHLY PAYMENTS</p> <p>10.1 The Contractor agrees and acknowledges that payment of a CV06 Monthly Payment by the Contracting Body does not constitute confirmation by the Contracting Body that it is a valid calculation of the Allowed Costs for the relevant Month and is without prejudice to any of the Contracting Body's rights under this WHP Contract or otherwise to check, validate or otherwise verify the validity of such CV06 Monthly Payment.</p> <p>10.2 Without prejudice to anything else in this paragraph 10, the Contracting Body shall have no obligation to make any CV06 Monthly Payments to the Contractor where costs are incurred after the CV06 Expiry Date.</p> <p>10.3 The Contracting Body will make CV06 Monthly Payments to the Contractor in accordance with paragraph 3.2. The CV06 Monthly Payment will be calculated by dividing the Bridging Amount by the number of Months in the CV06 Period. The Contracting Body may reasonably require the Contractor to provide any appropriate supporting information the Contracting Body considers necessary before making payment.</p>
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	<p>10.4 The Contractor shall notify details of the Contractor's bank account and address to the Contracting Body via the Contracting Body ICT System. The Contracting Body shall send notifications of WHP JETS Fees paid to that address.</p> <p>10.5 At any time and/or times (including, for the avoidance of doubt, at any time and/or times before and/or after payment has been made by the Contracting Body to the Contractor) the Contracting Body shall be reasonably entitled to seek to establish that any CV06 Monthly Payment does not exceed the Allowed Costs for the relevant Month. At all times the Contractor shall provide all necessary assistance as requested by the Contracting Body to enable the Contracting Body to establish that any CV06 Monthly Payment does not exceed the Allowed Costs for the relevant Month.</p> <p>11 VALIDATION</p> <p><i>Pre-payment validation</i></p> <p>11.1 Before payment of any CV06 Monthly Payment by the Contracting Body to the Contractor, in respect of each CV06 Monthly Payment, the Contracting Body may undertake a check(s) to verify the validity of each Cost Claim. For the avoidance of doubt, where the Contracting Body has undertaken any check(s) pursuant to this paragraph 11.1 it reserves the right to include such Cost Claim in the relevant Cost Claim Sample for the Cost Claim Validation Period in which it falls.</p> <p>11.2 The Contracting Body shall be entitled to reject any Cost Claims made by the Contractor which fail any check(s) undertaken by the Contracting Body pursuant to paragraph 11.1 without undertaking any further check(s).</p> <p><i>Post-payment validation</i></p> <p>11.3 At any time during the WHP Contract Period, for any Cost Claim Validation Period the Contracting Body may carry out a check(s) of all, or a sample, of the Cost Claims which have been made within a Cost Line (i) under this WHP Contract only; or (ii) under all CV06 Contracts, (as the case may be) during such Cost Claim Validation Period (each such sample hereinafter being referred to as follows: a "Cost Claim Sample").</p>
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	<p>11.4 For each Cost Claim Sample:</p> <ul style="list-style-type: none"> (a) the Contracting Body will determine the Cost Line and the range of Cost Claims from which the Contracting Body will draw the sample, (b) the Contracting Body will determine whether the sample is drawn from this WHP Contract only or from all CV06 Contracts, (c) the Contracting Body will determine the sample size, (d) the Contracting Body will determine the Cost Claim Validation Period and may, for the avoidance of doubt, include any period of time: <ul style="list-style-type: none"> (i) during which the Contracting Body carried out any check(s) in respect of Cost Claims pursuant to paragraph 11.1, or (ii) which formed part of a Cost Claim Validation Period for any other Cost Claim Sample. (e) the Contracting Body may draw a number of random samples from the relevant population of Cost Claims within a Cost Line across the relevant Cost Claim Validation Period which random samples shall together constitute a Cost Claim Sample, (f) the sample size may vary between Cost Claim Samples depending on: <ul style="list-style-type: none"> (i) the numbers and/or value of Cost Claims within a Cost Line, and/or (ii) the value of the Cost Line <p>from which the sample is drawn during the Cost Claim Validation Period,</p>
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	<p>(g) the sample size may vary between Cost Claim Samples depending on whether the Cost Claims within a Cost Line from which the sample is drawn during the Cost Claim Validation Period are drawn from this WHP Contract only or from all CV06 Contracts,</p> <p>(h) the sample may include Cost Claims within a Cost Line in respect of which the Contracting Body undertook a check(s) pursuant to paragraph 11.1, in which case the Contracting Body may rely upon any evidence relating to that Cost Claim with that Cost Line generated through such checks in order to verify the validity of such Cost Claim pursuant to paragraph 11.3 without carrying out any additional check(s) in respect of that Cost Claim within that Cost Line, and</p> <p>(i) the sample may include Cost Claims within a Cost Line which were included in any other Cost Claim Sample pursuant to paragraph 11.3, in which case the Contracting Body may rely upon any evidence relating to that Cost Claim within a Cost Line generated through such checks in order to verify the validity of such Cost Claim within a Cost Line pursuant to paragraph 11.3 without carrying out any additional check(s) in respect of that Cost Claim within that Cost Line.</p> <p>11.5 In respect of each Cost Claim Sample, where any error or over claim has been identified by the Contracting Body (in its reasonable opinion) in a Cost Claim Sample, the Contracting Body shall be entitled to:</p> <p>(a) recover in part or in full (as the Contracting Body in its reasonable discretion deems appropriate) from the Contractor the amount or value of all Cost Claim Fails,</p> <p>(b) determine (in its reasonable discretion) the Cost Claim Error Rate,</p> <p>(c) extrapolate the Cost Claim Error Rate across all of the Cost Claims in respect of which payment has been made by the Contracting Body to the Contractor (in respect of any CV06 Contract) in that Cost Claim Validation Period to produce an aggregate value of monies overpaid (the “Cost Claim Aggregate Error Amount”), and</p> <p>(d) recover in part or in full (as the Contracting Body in its reasonable discretion deems appropriate) from the Contractor a sum or sums equal to the Cost Claim Aggregate Error Amount less the sum of any monies recovered by the Contracting Body pursuant to paragraph 11.5(a).</p>
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	<p>11.6 The Contractor shall not be entitled to recover the Cost Claim Aggregate Error Amount from any Sub-contractor other than the Sub-contractor who made the Cost Claim which is reasonably determined by the Contracting Body to be a Cost Claim Fail.</p> <p>11.7 The Contractor shall not include, in any Sub-contract, a right to recover the Cost Claim Aggregate Error Amount from any Sub-contractor other than the Sub-contractor who made the Cost Claim which is reasonably determined by the Contracting Body to be a Cost Claim Fail.</p> <p><i>General</i></p> <p>11.8 In checking either a Cost Claim pursuant to paragraph 11.1 or a Cost Claim Sample pursuant to paragraph 11.3, the Contracting Body may (but shall not be obliged to):</p> <ul style="list-style-type: none"> (a) carry out checks of the CV06 Data Return and any data pertaining to the necessary costs incurred by the Contractor for the purpose of delivering the WHP JETS Services against the Open Book Data or any other data available to the Contracting Body, (b) carry out checks of the CV06 Data Return and any data pertaining to the necessary costs incurred by the Contractor for the purpose of delivering the WHP JETS Services against the Contracting Body's data, (c) contact Staff, and (d) carry out checks of the CV06 Data Return and any data pertaining to the necessary costs incurred by the Contractor for the purpose of delivering the WHP JETS Services against data from such other sources as the Contracting Body may reasonably determine from time to time. <p>11.9 At any time during the WHP Contract Period:</p> <ul style="list-style-type: none"> (a) the Contracting Body may carry out checks in accordance with paragraph 11.3 of any and/or all of the Cost Claims made during the CV06 Modification Period to enable the Contracting Body to reasonably determine whether the total of the CV06 Monthly Payments paid in respect of the CV06 Modification Period is equal to the total of the Allowed Costs, as determined by the Contracting Body in its reasonable discretion, for the CV06 Modification Period, and
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	<p>(b) the Cost Escalation Board, as described in paragraph 3 of Annex 4, may review any and/or all of the CV06 Monthly Payments made during the CV06 Modification Period.</p> <p>11.10 Where the Contracting Body reasonably determines under paragraph 11.9(a) that the total of the CV06 Monthly Payments paid in respect of the CV06 Modification Period exceeds the Allowed Costs for the CV06 Modification Period, such excess shall be a sum of money recoverable by the Contracting Body from the Contractor.</p> <p>11.11 Where the Contracting Body reasonably determines under paragraph 11.9(a) that the total of the CV06 Monthly Payments paid in respect of the CV06 Modification Period is less than the Allowed Costs for the CV06 Modification Period, such shortfall shall be a sum of money recoverable by the Contractor from the Contracting Body.</p> <p>11.12 For the avoidance of doubt, the Contracting Body's rights in this paragraph 11 shall be without prejudice to any other rights or remedies that the Contracting Body has under the WHP Contract (including for the avoidance of doubt any rights of set-off).</p> <p>12 Not Used</p> <p>13 SUPPLY CHAIN PROTECTION (WHP JETS FEES AND PAYMENT)</p> <p>13.1 The Contractor shall ensure that each Sub-contract shall include provisions that in substance are at least equivalent to the provisions in this Schedule.</p> <p>14 SET OFF</p> <p>14.1 Where any sum is or becomes payable by the Contractor to the Contracting Body under the WHP Contract or pursuant to this CV06, the Contracting Body may unilaterally deduct that sum from any amount then due, or which at any later time may become due, to the Contractor under the WHP Contract, this CV06, or any other agreement or contract that the Contractor has with the Contracting Body or the Crown.</p> <p><u>ANNEX 1: WHP JETS ALLOWED COSTS AND DISALLOWED COSTS</u></p> <p>1. The following costs are Allowed Costs:</p>
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	<ul style="list-style-type: none"> a. the necessary costs that the Contractor incurs in delivering the WHP JETS Services, b. depreciation on capital costs where charged in accordance with the Contractor's normal depreciation and amortisation policy and process attributable to Contracting Body contracts that the Contractor holds, c. provided that the Contractor has the prior written agreement of the Contracting Body to the costs being incurred, the Contractor's costs relating to enhancements of existing services or new/additional services provided by the Contractor during the CV06 Modification Period, d. operating expenditure relating to the provision of the WHP JETS Services, including: <ul style="list-style-type: none"> i. the unit costs and quantity of consumables and bought-in services, ii. manpower resources, including pay rises or increased remuneration packages only where those pay rises or increased remuneration packages arise from changes in statutory rates of pay or approved in advance of the CV06 Modification Period and documented by the Contractor's remuneration committee and communicated to employees, and iii. reimbursable expenses, e. all interest, expenses and any other third party financing costs incurred in relation to the provision of the WHP JETS Services, f. amounts paid to each Sub-contractor used to deliver the WHP JETS Services, g. overheads, corporate costs, recharges or other such apportioned costs, h. costs associated with changes to support services (including back office services) and functions where those changes result in clear savings to the overall costs incurred by the Contractor in supplying the WHP JETS Services, and such savings are passed to the Contracting Body in whole or in part based on the percentage of such costs being funded through CV06, i. fit-out costs where those costs have been incurred by the Contractor with the prior written agreement of the Contracting Body, j. TUPE costs where those costs have been incurred by the Contractor with the prior written agreement of the Contracting Body,
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	<ul style="list-style-type: none"> k. legal fees where those fees specifically relate to the delivery and operation of the WHP Contract, and l. childcare costs incurred either i) within the first Month of employment or self-employment; or ii) to enable the WHP JETS Participant to attend interviews and or any training courses with the overall aim of obtaining employment and or self-employment. <p>2. If the Contractor incurs any expenditure detailed in point 1 above ahead of the CV06 Variation date, then that expenditure will be deemed to have been incurred on the CV06 Variation Date. However, that expenditure must have been incurred exclusively for the purpose of delivering WHP JETS Services to WHP JETS Participants throughout the CV06 Modification Period. Any expenditure not incurred exclusively for the purpose of delivering WHP JETS Services to WHP JETS Participants throughout the CV06 Modification Period will not be deemed to have been incurred on the CV06 Variation Date. Consequently, the expenditure will not be classed as an Allowable Cost and will not fall within the remit of CV06.</p> <p>3. The following costs are Disallowed Costs:</p> <ul style="list-style-type: none"> a. costs not associated with WHP JETS, b. costs that the Contractor has incurred in delivering any WHP Services that are not WHP JETS Services, c. costs that the Contractor has claimed pursuant to Schedule 4 (Fees and Payment), d. any costs that have not been properly mitigated by the Contractor, as reasonably determined by the Contracting Body, e. any costs that have been paid, or will be paid, through any other government, public sector, and/or other related relief, grant, intervention, insurance payment, or other measure which results in the Contractor receiving more than one benefit or relief to cover the same underlying cost, f. actual capital expenditure and capital replacement costs, g. capital sums paid relating to loans and mortgages, h. the unit cost and total actual costs of all hardware and software,
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- i. risk premiums for potential future risks,
- j. profit, surplus or margin,
- k. corporate advice and associated costs, and
- l. costs relating to statutory audit.

4. Paragraph 3(j) of this Annex 1 is without prejudice to paragraph 6.7.

5. If the Contractor incurs a cost (A) in the purchase of any IT equipment, for the provision of WHP JETS Services, which it correctly includes within section 3.1 of the Contract Cost Register and the depreciation of which is classed as an Allowed Cost, then at the CV06 Expiry Date, the Contractor must conduct research in the open market to identify the fair market value (B) at that time of that ICT equipment. A – B (provided that the answer is positive) represents the depreciation that should have been classed as an Allowed Cost during the CV06 Modification Period. If A – B results in a positive number which is smaller than the associated depreciation classed as an Allowed Cost during the CV06 Modification Period, then the additional amount of depreciation on the ICT equipment classed as an Allowed Cost will be repayable by the Contractor to the Contracting Body within 30 (thirty) days of the CV06 Expiry Date.

ANNEX 2: REQUESTS FOR INFORMATION

When the Contracting Body validates any Cost Claim, the Contracting Body (without prejudice to any other right it may have, including rights to request information) may request and the Contractor shall provide Open Book Data, which shall include but not be limited to the following sorts of information:


Cost Lines	Information
Direct Staff Costs	<ul style="list-style-type: none"> • Organisation chart and human resource validation (human resource records, contract of employment, valid national insurance number, non-UK national proof of employment rights) • Payroll records including pension costs and national insurance • Timesheets • P60 / P45
Management Staff Costs	

		<ul style="list-style-type: none"> • Expense claim forms • Comparative payslips for pre and post CV06 Modification Period • Remuneration Committee reports and employee notification for any pay-increases
	Staff Related Expenses	<ul style="list-style-type: none"> • Expense claim forms • Unit rates and amounts • Contractor expenses policy (pre and post CV06 Modification Period if amended following the commencement of the CV06 Modification Period) • Rates payable should not exceed HMRC guidance and allowable expenses • P11D, or equivalent, where available
	Staff Training	<ul style="list-style-type: none"> • Invoices and claims • Personal Development Plans
	Staff Recruitment	<ul style="list-style-type: none"> • Recruitment plan approved by the Contractor's Board • Organisation charts • Business case setting out clear rationale • Advertisement, application forms, interview notes, award and notification letters, contracts of employment
	Other Staff Costs	<ul style="list-style-type: none"> • Invoices and charge sheets
	Rent/Lease/Mortgage Payments	<ul style="list-style-type: none"> • Authorised premises schedule as contained in the contract • Lease, rental agreements, occupancy rights, licences

		<ul style="list-style-type: none"> • Invoices and charge sheets • Cost per M or FTE
	Fit-Out Costs	<ul style="list-style-type: none"> • Invoices and charge sheets • Charges identifiable and in relation to compliance with requirements of Government policy and guidance to meet Covid social distancing standards as agreed by the Contracting Body
	Rates	<ul style="list-style-type: none"> • Authorised premises schedule as contained in the contract • Lease, rental agreements, occupancy rights, licences • Invoices and charge sheets • Cost per M or FTE
	Facilities Management Costs	<ul style="list-style-type: none"> • Invoices and charge sheets
	Premises Security Costs	<ul style="list-style-type: none"> • Invoices and charge sheets
	Other Accommodation Costs	<ul style="list-style-type: none"> • Invoices and charge sheets
	IT Hardware	<ul style="list-style-type: none"> • Invoices and charge sheets • Security plans and accreditation • That 'IT Security Costs' have not been also included in 'Premises Security Costs' • Contractor asset capitalisation policy • Service delivery model showing integration of the software into the supply of the WHP JETS Services
	IT Software	
	IT Maintenance	
	IT Security Costs	
	Other IS IT Costs	

	Telephony & Communications	<ul style="list-style-type: none"> • Invoices and charge sheets • Internal telephone directory • Key marketing and other official public letters, documents, websites etc. clearly showing utilisation of phone numbers
	WHP JETS Participant Travel Costs	<ul style="list-style-type: none"> • Invoices and charge sheets • Schedule of costs and charges per WHP JETS Participant and other information contained on the Contractor's systems • Details of journeys undertaken by WHP JETS Participants • Schedule of training by WHP JETS Participants, WHP JETS Participant Action Plans
	WHP JETS Participant Training Costs	
	WHP JETS Participant Childcare/Caring Responsibilities	
	Other WHP JETS Participant Costs	
	Sub-contractor Costs	<ul style="list-style-type: none"> • Invoices and charge sheets • Sub-contractor cost validation systems and processes • Sub-contractor cost validation samples, results, outcomes, reports, errors, redress, remedies invoked • Sub-contractor certified cost returns • Contractor's due diligence on Sub-contractor costs
	Printing and Stationery	<ul style="list-style-type: none"> • Invoices and charge sheets • Copies of example products
	Office Equipment	<ul style="list-style-type: none"> • Invoices and charge sheets • Where costs relate to sites / premises, such premises are included within agreed premises as 'Rent/Lease/Mortgage Payments' • Contractor asset capitalisation policy

	Postage & Courier	<ul style="list-style-type: none"> • Invoices and charge sheets • Contracts
	Marketing Costs	<ul style="list-style-type: none"> • Invoices and charge sheets • Contracts • Copies of marketing material
	Storage Costs	<ul style="list-style-type: none"> • Invoices and charge sheets • Contracts • Document storage and retention policy
	TUPE Costs	
	Other Operating Costs	<ul style="list-style-type: none"> • Invoices and charge sheets • Contracts • Contractor asset capitalisation policy
	Legal Fees	<ul style="list-style-type: none"> • Invoices and charge sheets
	Auditing Fees	<ul style="list-style-type: none"> • Invoices and charge sheets
	Interpretation Services	<ul style="list-style-type: none"> • Invoices and charges • Contracts • Corporate recharge policy and procedure
	Other Professional/Consultancy Services	
	HR Support	
	Finance Support	
	Financing Costs	

	Other Corporate Overheads Other Costs	<ul style="list-style-type: none"> Reconciliation of recharges at corporate level, and where appropriate at group level setting out charges by Commissioner and for the Contracting Body charges by Contract
	<p><u>ANNEX 3: CV06 DATA RETURN TEMPLATE</u></p> <div data-bbox="593 486 645 547"></div> <p>2020 08 24 Event OBCM Cost Sheet Ter</p> <p><u>ANNEX 4: COST ESCALATION PROCESS</u></p> <p>1 COST ESCALATION NOTICES</p> <p>1.1 If a Cost Escalation Dispute arises then:</p> <ul style="list-style-type: none"> (a) the Contracting Body and the Contractor shall attempt in good faith to resolve the Cost Escalation Dispute, and (b) if such attempts are not successful within a reasonable period, not being longer than twenty (20) Working Days, either Party may issue a Cost Escalation Notice to the other Party. <p>1.2 A Cost Escalation Notice shall set out:</p> <ul style="list-style-type: none"> (a) the material particulars of the Cost Escalation Dispute, and (b) the reasons why the Party serving the Cost Escalation Notice believes that the Cost Escalation Dispute has arisen. <p>1.3 Following the issue of a Cost Escalation Notice, the Parties shall, after the CV06 Modification Period has ended, or at another time as agreed by the Parties, seek to resolve the Cost Escalation Dispute:</p>	

	<p>(a) first by commercial negotiation, and</p> <p>(b) lastly by recourse to a body of individuals who shall determine the position ("Cost Escalation Board").</p>
1.4	Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under the WHP Contract regardless of the nature of the Cost Escalation Dispute and notwithstanding any issue of a Cost Escalation Notice.
2	COMMERCIAL NEGOTIATION
2.1	Following the service of a Cost Escalation Notice, the Contracting Body and the Contractor shall, after the CV06 Modification Period has ended, or at another time as agreed by the Parties, make reasonable endeavours to resolve the Cost Escalation Dispute by commercial negotiation between representatives of both Parties.
2.2	<p>If:</p> <p>(a) either Party is of the reasonable opinion that the resolution of a Cost Escalation Dispute by commercial negotiation, or the continuance of commercial negotiation, will not result in an appropriate solution, or</p> <p>(b) the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiation in accordance with this paragraph 2,</p> <p>either Party may serve a written notice to refer the Cost Escalation Dispute to the Cost Escalation Board.</p>
3	COST ESCALATION BOARD
3.1	After the CV06 Modification Period has ended, or at another time as agreed by the Parties, a Cost Escalation Board shall be established by the Contracting Body.

	<p>3.2 The purpose of the Cost Escalation Board is to consider and resolve any Cost Escalation Disputes that are referred to it.</p> <p>3.3 The decisions of the Cost Escalation Board shall be full, final and binding on the Parties totally (in the absence of a material failure to comply with this paragraph 3). The decision of the Cost Escalation Board shall not be subject to appeal (in the absence of a material failure to comply with this paragraph 3).</p> <p>3.4 The Cost Escalation Board shall be chaired by an individual appointed by the Contracting Body ("Chairperson").</p> <p>3.5 The maximum number of individuals making up the Cost Escalation Board can vary but will be determined by the Contracting Body.</p> <p>3.6 Including the Chairperson, the Cost Escalation Board will comprise of an equal number of individuals. 50% of the Cost Escalation Board will represent the Contracting Body and will be appointed by the Contracting Body. The remaining 50% will represent the Contractor. The Chairperson will be appointed by the Contracting Body. Therefore, the Cost Escalation Board will comprise of an even number of individuals, with the Chairperson, in the event that any votes are tied, having an additional vote which will be regarded as the casting vote. All members of the Cost Escalation Board, including the Chairperson, will be expected at all times to act transparently and reasonably.</p> <p>3.7 A Cost Escalation Board meeting shall be quorate as long as there is present at least the Chairperson and one representative of the Contractor, whether this be an individual from the Contractor or an industry representative (see below for further detail). Therefore, irrespective of the fact that all the Cost Escalation Board members may not be present at the Cost Escalation Board meeting, provided the quorum requirements detailed above are met, the decisions reached in the meeting will be valid and binding on the Parties.</p> <p>3.8 At least ten Working Days ahead of a Cost Escalation Board meeting taking place, the Contracting Body shall give notice to the Contractor. The notice shall notify the Contractor as to the number of individuals that will represent the Contractor on the Cost Escalation Board, as well as the date, time and location of the Cost Escalation Board meeting.</p>
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	<p>3.9 At least five Working Days ahead of a Cost Escalation Board meeting taking place, the Contractor shall notify the Contracting Body the name(s) of the individuals that it wishes to represent it on the Cost Escalation Board.</p> <p>3.10 With the exception of any one member, the Contracting Body has the right to reject the individuals proposed by the Contractor and appoint industry representatives in their place.</p> <p>3.11 Of the members of the Cost Escalation Board that represent the Contractor, a minimum of one individual must be nominated by the Contractor. The remainder can be comprised of industry representatives and can be appointed by the Contracting Body. The decision of whether to appoint industry representatives and the number of industry representatives to be appointed to represent the Contractor is a matter to be reasonably determined by the Contracting Body, without the need for any input from the Contractor.</p> <p>3.12 At least two Working Days ahead of a Cost Escalation Board meeting, the Chairperson shall notify the Contractor and all members of the Cost Escalation Board of the identity of all individuals making up the Cost Escalation Board.</p> <p>3.13 All Parties shall have the right to submit evidence to substantiate their position and claim.</p> <p>3.14 Details relating to the Cost Escalation Board</p> <table border="1" data-bbox="633 930 1818 1319"> <tr> <td data-bbox="633 930 976 1050">Start date for Cost Escalation Board meetings</td><td data-bbox="976 930 1818 1050">On a date/dates following the end of the CV06 Modification Period, or as otherwise agreed by the Parties, if any Cost Escalation Disputes are referred to the Cost Escalation Board.</td></tr> <tr> <td data-bbox="633 1050 976 1201">Frequency of Cost Escalation Board meetings</td><td data-bbox="976 1050 1818 1201">The Chairperson of the Cost Escalation Board shall schedule Cost Escalation Board meetings, taking account of any Cost Escalation Disputes that are referred to the Cost Escalation Board.</td></tr> <tr> <td data-bbox="633 1201 976 1319">Location of Cost Escalation Board meetings</td><td data-bbox="976 1201 1818 1319">The Chairperson of the Cost Escalation Board shall determine the location of Cost Escalation Board meetings.</td></tr> </table>	Start date for Cost Escalation Board meetings	On a date/dates following the end of the CV06 Modification Period, or as otherwise agreed by the Parties, if any Cost Escalation Disputes are referred to the Cost Escalation Board.	Frequency of Cost Escalation Board meetings	The Chairperson of the Cost Escalation Board shall schedule Cost Escalation Board meetings, taking account of any Cost Escalation Disputes that are referred to the Cost Escalation Board.	Location of Cost Escalation Board meetings	The Chairperson of the Cost Escalation Board shall determine the location of Cost Escalation Board meetings.
Start date for Cost Escalation Board meetings	On a date/dates following the end of the CV06 Modification Period, or as otherwise agreed by the Parties, if any Cost Escalation Disputes are referred to the Cost Escalation Board.						
Frequency of Cost Escalation Board meetings	The Chairperson of the Cost Escalation Board shall schedule Cost Escalation Board meetings, taking account of any Cost Escalation Disputes that are referred to the Cost Escalation Board.						
Location of Cost Escalation Board meetings	The Chairperson of the Cost Escalation Board shall determine the location of Cost Escalation Board meetings.						

	<p>3.15 The Chairperson shall be responsible for:</p> <ul style="list-style-type: none"> (a) scheduling Cost Escalation Board meetings, (b) setting the agenda for Cost Escalation Board meetings and circulating to all attendees in advance of such meetings, (c) chairing the Cost Escalation Board meetings, (d) monitoring the progress of any follow up tasks and activities agreed to be carried out following Cost Escalation Board meetings, (e) conducting the Cost Escalation Board meetings in a fair and transparent manner, (f) ensuring that minutes of Cost Escalation Board meetings are recorded and disseminated electronically to the appropriate persons and to all Cost Escalation Board meeting participants within seven (7) Working Days after the Cost Escalation Board meeting, (g) maintaining robust audit trails of decisions made, (h) facilitating the process or procedure by which any decision agreed at any Cost Escalation Board meeting is given effect in an appropriate manner, and (i) avoiding all unconscious bias and unfair treatment. <p>3.16 Each member of the Cost Escalation Board shall have one vote in Cost Escalation Board meetings. If for whatever reason the votes are tied, the Chairperson will have an additional vote which will be regarded as the casting vote.</p> <p>3.17 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing of the proposed change for agreement by the other party (such agreement not to be unreasonably withheld or delayed).</p>
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	<p>3.18 In the event that the Contractor wishes to complain about the appointment of a Cost Escalation Board member, the Contractor shall submit to the Chairperson the basis of the complaint. The Chairperson shall consider the grounds of the complaint and acting reasonably, change the Cost Escalation Board member. Grounds for the complaint must be based on fact and relate to fair and equitable treatment or professional standing or expertise.</p> <p>3.19 Each Party shall ensure that its representatives on the Cost Escalation Board make all reasonable efforts to attend Cost Escalation Board meetings. If any board member is not able to attend the Cost Escalation Board meeting, that person shall use all reasonable endeavours to ensure that:</p> <ul style="list-style-type: none"> (a) a delegate attends the relevant Cost Escalation Board meeting in his/her place (wherever possible) and is properly briefed and prepared, and (b) that the Cost Escalation Board member is debriefed by such delegate after the Cost Escalation Board meeting. <p>3.20 The Parties shall ensure, as far as reasonably practicable, that the Cost Escalation Board shall as soon as reasonably practicable, resolve the issues and achieve the objectives place before it. Each Party shall endeavour to ensure that board members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.</p>
A1.1	<p><i>Replace the existing definition of Open Book Data in A1.1 with the definition of Open Book Data, as below.</i></p> <p>“Open Book Data” means complete and accurate financial and non-financial information which is sufficient to enable the Contracting Body to verify the Fees/WHP JETS Fees already paid or payable and the Fees/WHP JETS Fees forecast to be paid during the remainder of the WHP Contract Period and the Contractor's performance under this WHP Contract, including, but not limited to, details and all assumptions relating to:</p> <ul style="list-style-type: none"> (a) the Contractor's costs broken down against each service category and/or deliverable under the WHP Contract, including actual capital expenditure (including capital replacement costs)

	<p>and the unit cost and total actual costs of all hardware and software; and</p> <p>(b) operating expenditure relating to the supply of the WHP Services including an analysis showing:</p> <p>(i) the unit costs and quantity consumables and bought-in services;</p> <p>(ii) manpower resources broken down into the number and grade/role of all Staff (free of any contingency) together with a list of agreed rates against each manpower grade;</p> <p>(iii) a list of costs underpinning those rates for each manpower grade, being the agreed rate less the Contractor's profit margin;</p> <p>(iv) reimbursable expenses (such as reasonable out of pocket travel and subsistence expenses properly and necessarily incurred in the supply of the WHP Services);</p> <p>(v) overheads;</p> <p>(vi) all interest, expenses and any other third party financing costs incurred in relation to the supply of the WHP Services;</p> <p>(vii) the Contractor's profit margin achieved over the WHP Contract Period and on an annual basis;</p> <p>(viii) confirmation that all methods of cost apportionment and overhead allocation are consistent with and not more onerous than such methods applied generally by the Contractor; and</p> <p>(ix) an explanation of the type and value of risk and contingencies associated with the supply of the WHP Services, including the amount of money attributed to each risk and/or contingency; and</p> <p>(c) the Contractor's most up-to-date management accounts and annual accounts.</p>
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Schedule 5: WHP JETS RNOs and CSSs

Contract Provision	Modification
Schedule 2 paragraph 2 – Customer Service Standards	<i>The word “Participant”/“Participants” is to be replaced with the words “WHP Participant”/“WHP Participants”.</i>
Schedule 2	<p data-bbox="551 440 1458 467"><i>Insert the below after paragraph 2 of Schedule 2 into CV06 Contracts.</i></p> <p data-bbox="551 507 1899 534">3. WHP JETS REQUIRED NUMBER OF OUTCOMES AND CUSTOMER SERVICE STANDARDS</p> <p data-bbox="551 603 2018 901">The Contracting Body shall determine whether the WHP JETS RNO has been achieved on any particular date (the “WHP JETS RNO Measurement Date”) by reference to the total number of WHP JETS Outcomes that have been achieved between the period covering the WHP JETS Referral Period Start Date and the WHP JETS RNO Measurement Date, compared to the number of WHP JETS Outcomes that the Contractor detailed it would achieve during the same period, as set out in the WHP JETS Contractor Response at Annex C. In order to have achieved the WHP JETS RNO, the number of WHP JETS Outcomes actually achieved cumulatively between the period covering the WHP JETS Referral Period Start Date and the WHP JETS RNO Measurement Date must not be lower than the total number of WHP JETS Outcomes that the Contractor detailed that it would achieve during the same period in the WHP JETS Contractor Response at Annex C.</p> <p data-bbox="551 941 1563 968">4. WHP JETS CUSTOMER SERVICE STANDARDS (WHP JETS CSSs)</p> <div data-bbox="633 1002 1935 1310" style="border: 1px solid black; padding: 10px;"> <p data-bbox="645 1010 1935 1074">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 data-bbox="645 1106 1935 1209">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 data-bbox="645 1241 1935 1305">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 Contractor 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: Every month, the Contractor will be required to obtain information from WHP JETS Participants on the usefulness of the programme. 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</p>	
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		<p>Contractors to ask the WHP 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>	
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Annex A



CEP_satisfaction_tem
plate.xlsm

Annex B



WHP_JET CSS
Template.xlsx

Annex C



Sch 5 Annex C - CPA
1 14b Performance.xl!



Sch 5 Annex C - CPA
5 14b Performance.xl!

Schedule 6: WHP JETS Performance Enhancement

Contract Reference	Modification
B20a	<p data-bbox="542 300 1120 331"><i>Insert Clause B20a into the CV06 Contracts.</i></p> <p data-bbox="542 355 1792 387">B20a Cancellation or Suspension under WHP JETS after a Contractor Termination Event</p> <p data-bbox="542 411 1930 475">B20a.1 At any time after a Contractor Termination Event has occurred, the Contracting Body may, by notice to the Contractor:</p> <ul style="list-style-type: none"> <li data-bbox="788 499 1930 563">i. cancel or suspend any outstanding CV06 Monthly Payment(s) whereupon the CV06 Monthly Payment(s) shall immediately be cancelled or suspended; and/or <li data-bbox="788 595 1930 659">ii. cancel or suspend Referrals in respect of WHP JETS whereupon those Referrals shall immediately be cancelled or suspended; and/or <li data-bbox="788 691 1930 930">iii. require the Contractor to transfer all WHP JETS Participants receiving WHP JETS Services, and any and all information and support to effect a smooth transition and continuation of the WHP JETS Services to those WHP JETS Participants, to the Contracting Body or such third party as the Contracting Body may direct, with effect on and from such date as the Contracting Body may elect, whereupon the Contractor shall immediately cease to have any right to receive any CV06 Monthly Payment(s) in respect of such WHP JETS Participants. <p data-bbox="542 970 1930 1066">B20a.2 Where the Contracting Body exercises its rights to cancel the outstanding CV06 Monthly Payment(s) under clause B20a.1, any CV06 Monthly Payment amounts that are being deferred pursuant to clause C6a are also cancelled.</p> <p data-bbox="542 1090 1930 1153">B20a.3 Where the Contracting Body exercises its right to suspend the outstanding CV06 Monthly Payment(s) under clause B20a.1(a):</p> <ul style="list-style-type: none"> <li data-bbox="640 1177 1930 1241">(a) any CV06 Monthly Payment amounts that are being deferred pursuant to clause C6a are also suspended; and <li data-bbox="640 1273 1429 1305">(b) the operation of clause C6a is not otherwise affected.

A1.1	<p><i>Insert the following definitions into A1.1 of the CV06 Contracts.</i></p> <p>“WHP JETS CSS Measurement Period” means the period in respect of which the Contractor’s achievement of the WHP JETS Customer Service Standards shall be measured by the Contracting Body. Such period could be any Month, 3 Month, 12 Month or other period at the absolute discretion of the Contracting Body.</p> <p>“WHP JETS CSS Measurement Point” means the point in time at which the Contracting Body measures/reviews the Contractor’s achievement of the WHP JETS Customer Service Standards, which will be the last day of a Month or such other point in time as the Contracting Body selects in its absolute discretion.</p> <p>“WHP JETS CSS Measurement Review” means the Contracting Body’s review of the Contractor’s achievement of the WHP JETS Customer Service Standards.</p> <p>“WHP JETS Deferral Failure” means failure by the Contractor to meet one or more of the WHP JETS Customer Service Standards in any WHP JETS CSS Measurement Period.</p> <p>“WHP JETS Deferral Notice” means the notice to be issued by the Contracting Body in relation to deferral of payment of CV06 Monthly Payments.</p> <p>“WHP JETS Forfeiture Notice” means the notice to be issued by the Contracting Body in relation to forfeiture of payment of CV06 Monthly Payments.</p>
C6a	<p><i>Insert Clause C6a into the CV06 Contracts.</i></p> <p>C6a Deferral and Forfeit of CV06 Monthly Payment</p> <p>C6a.1 Without prejudice to any other right or remedy available to it under this WHP Contract (including without limitation any rights it may have under either clause B20a, G1.6 or clause H1), provided by Law, in equity, or otherwise, the Authority may:</p> <p>(a) defer payment of fifteen percent (15%) of all CV06 Monthly Payments, in accordance with clause C6a.5; and</p>

	<p>(b) forfeit any CV06 Monthly Payments that have been deferred for a period of six (6) Months or more, in accordance with clause C6a.9.</p> <p>C6a.2 The Contractor shall ensure that at all times the WHP JETS Customer Service Standards are met or exceeded.</p> <p>C6a.3 Failure by the Contractor to meet one or more of the WHP JETS Customer Service Standards in any WHP JETS CSS Measurement Period shall constitute a WHP JETS Deferral Failure.</p> <p>C6a.4 The Authority will carry out a WHP JETS CSS Measurement Review at each WHP JETS CSS Measurement Point to review whether and the extent to which, during the relevant WHP JETS CSS Measurement Period the Contractor has met or exceeded the WHP JETS Customer Service Standards in order to determine whether there has been a WHP JETS Deferral Failure.</p> <p>C6a.5 If, at a WHP JETS CSS Measurement Point, the Authority in its absolute discretion is satisfied that, during the relevant WHP JETS CSS Measurement Period there has been a WHP JETS Deferral Failure, then the Authority shall have the right to defer payment of any CV06 Monthly Payments which is due for payment after that WHP JETS CSS Measurement Point. The amount of the CV06 Monthly Payments deferred shall be in accordance with clause C6a.1(a).</p> <p>C6a.6 If the Authority wishes to exercise its right to implement a deferral of the CV06 Monthly Payments, the Authority shall issue a notice (a “WHP JETS Deferral Notice”). Such WHP JETS Deferral Notice shall set out the WHP JETS CSS Measurement Point, the relevant WHP JETS CSS Measurement Period, the WHP JETS Deferral Failure and the date from which deferral shall commence.</p> <p>C6a.7 Deferral of CV06 Monthly Payments shall continue until, at a WHP JETS CSS Measurement Point which follows the commencement of such deferral, the Authority is satisfied that during a WHP JETS CSS Measurement Period which follows the commencement of such deferral there has not been a WHP JETS Deferral Failure.</p> <p>C6a.8 When deferral of the CV06 Monthly Payments ceases all CV06 Monthly Payments amounts which:</p> <ul style="list-style-type: none"> (a) have been deferred; (b) have not been forfeited in accordance with clauses C6a.9 to C6a.13; (c) have not been cancelled in accordance with clause B20a; and (d) are not suspended in accordance with clause B20a;
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	<p>will become payable.</p> <p>C6a.9 If deferral of CV06 Monthly Payments is ongoing for a period of six (6) Months or more then the Authority shall have the right to forfeit any CV06 Monthly Payments that have been deferred during that period.</p> <p>C6a.10 If the Authority wishes to exercise its right to forfeit CV06 Monthly Payments in accordance with clause C6a.9, the Authority shall issue a notice (a "WHP JETS Forfeiture Notice"). Such WHP JETS Forfeiture Notice shall set out the CV06 Monthly Payments that are forfeited.</p> <p>C6a.11 The continuing deferral of CV06 Monthly Payments, in accordance with clause C6a.7, is not affected by the exercise of the right to forfeit CV06 Monthly Payments in accordance with clause C6a.9.</p> <p>C6a.12 If deferral of CV06 Monthly Payments is ongoing on the WHP JETS Referral Period End Date all CV06 Monthly Payments which have been deferred are forfeited.</p> <p>C6a.13 The Contractor does not have any right to receive, and the Authority does not have any obligation to pay, any CV06 Monthly Payments that are forfeited in accordance with clauses C6a.9 to C6a.12.</p>
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Schedule 7: WHP JETS Self-Referral

Contract Provision	Modification
Schedule F	<p data-bbox="521 331 1081 363"><i>Insert Schedule F into the CV06 Contracts.</i></p> <p data-bbox="521 387 1167 419"><u>SCHEDULE F – SELF-REFERRAL (WHP JETS)</u></p> <p data-bbox="521 443 2045 579">1.1 The Contractor may, subject to the requirements of clauses 1.3 and 1.5, recruit prospective WHP JETS Participants for WHP JETS. The Contractor shall provide such details of the prospective WHP JETS Participants for WHP JETS to the Contracting Body as the Contracting Body requires in order to input such details onto the Contracting Body ICT System including PRaP.</p> <p data-bbox="521 603 2045 667">1.2 The Contracting Body may, following receipt of details of prospective WHP JETS Participants in accordance with Clause 1.1, provide Referrals to the Contractor in accordance with the provisions of the WHP Contract.</p> <p data-bbox="521 691 2045 858">1.3 Ahead of providing the details of potential WHP JETS Participants to the Contracting Body, the Contractor shall verify and document that those potential WHP JETS Participants are eligible for WHP JETS Services in accordance with the criteria set out in the WHP Contract. For the avoidance of doubt, if any individual, whose details were provided by the Contractor, is not eligible for WHP JETS Services pursuant to the WHP Contract, then the Referral of that individual shall not be deemed a valid Referral under the WHP Contract.</p> <p data-bbox="521 882 2045 1082">1.4 The Contractor must retain documentary evidence showing that it has verified the fact that potential WHP JETS Participants are eligible for WHP JETS Services in accordance with the criteria set out in the WHP Contract. The Contractor shall provide such documentary evidence to the Contracting Body upon request. Failure to provide satisfactory documentary evidence, in the reasonable opinion of the Contracting Body, of the eligibility criteria having been assessed with respect to any potential WHP JETS Participant, shall result in the potential WHP JETS Participant being deemed as ineligible for WHP JETS Services under the WHP Contract.</p> <p data-bbox="521 1106 2045 1241">1.5 The number of prospective WHP JETS Participants whose details the Contractor may provide to the Contracting Body will be capped each calendar month. The Contracting Body will communicate the value of the cap in the preceding calendar month. In the absence of any such communication from the Contracting Body, the cap will be deemed to be 0 (zero) for the relevant calendar month.</p>

Schedule 8: WHP JETS Provider Guidance

Contract Provision	Modification
A1.1 F3.13	<p><i>Insert a new definition of WHP JETS Provider Guidance into A1.1, as follows:</i></p> <p>“WHP JETS Provider Guidance” means any Provider Guidance issued by the Contracting Body to the Contractor during the CV06 Modification Period in respect of WHP JETS.</p> <p><i>Insert a new provision F3.13, as follows:</i></p> <p>F3.13</p> <ul style="list-style-type: none"> (a) In consequence of clause F3.7 the Contracting Body shall have the ability to issue WHP JETS Provider Guidance to the Contractor at any time. (b) Any WHP JETS Provider Guidance issued to the Contractor shall have effect from the date of its issue or as otherwise specified in the WHP JETS Provider Guidance. (c) WHP JETS Provider Guidance shall supplement or replace Provider Guidance issued in the ordinary course of business. (d) Whether WHP JETS Provider Guidance supplements or replaces Provider Guidance issued in the ordinary course of business will be specified in the WHP JETS Provider Guidance. (e) Where there is any conflict between WHP JETS Provider Guidance and Provider Guidance issued in the ordinary course, the WHP JETS Provider Guidance shall prevail. (f) The Contracting Body shall have the right to withdraw the WHP JETS Provider Guidance at any time, in whole or in part, after its issue and shall specify, by way of issue of a live running memo, when the WHP JETS Provider Guidance shall cease to have effect (the “WHP JETS Provider Guidance Expiry Date”). (g) The WHP JETS Provider Guidance shall, to the extent and manner specified in the live running memo, cease to apply to the WHP Contract on the occurrence of the WHP JETS Provider Guidance Expiry Date. (h) Following the occurrence of the WHP JETS Provider Guidance Expiry Date the Provider Guidance issued in the ordinary course shall continue to apply to the WHP Contract.

Schedule 9: WHP JETS Management Information

Contract Provision	Modification
E13	<p><i>In E13, replace “Provision of Management Information” with “Provision of Management Information and WHP JETS Management Information”.</i></p> <p><i>In E13.1, replace “Management Information” with “Management Information and WHP JETS Management Information”.</i></p> <p><i>In E13.1, replace “Schedule 20 (Management Information)” with “Schedule 20 (Management Information) and Schedule G (WHP JETS Management Information)”.</i></p>
Schedule G	<p><i>Insert Schedule G into the CV06 Contracts.</i></p> <p>1. General</p> <p>1.1 The Contractor grants the Contracting Body a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to:</p> <p>(a) use and share with:</p> <p>(i) any Crown Body;</p> <p>(ii) any other Contracting Authority; and</p> <p>(iii) any other third party as may be agreed by the Contracting Body and the Contractor from time</p>

	<p>to time (such Contractor's agreement not to be unreasonably withheld); and/or</p> <p>(b) publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA being redacted),</p> <p>any WHP JETS Management Information supplied to the Contracting Body for the Contracting Body's normal operational activities including but not limited to administering this WHP Contract, monitoring public expenditure, identifying savings or potential savings and planning future procurement activity.</p> <p>2. WHP JETS Management Information and Format</p> <p>2.1 The Contractor agrees to provide timely WHP JETS MI Reports to the Contracting Body which incorporates the data listed below, in the correct format, and which the Contractor represents and warrants are full, accurate and complete as at the date of provision to the Contracting Body.</p> <table border="1"> <thead> <tr> <th>Management Information required</th><th>Frequency or date required by</th></tr> </thead> <tbody> <tr> <td>All WHP JETS MI relating to WHP JETS Customer Service Standards.</td><td>Each at the frequency required and immediately on request</td></tr> <tr> <td>Any material changes to the Contractor's and/or Guarantor's organisation that impacts on its ongoing</td><td>Immediately</td></tr> </tbody> </table>	Management Information required	Frequency or date required by	All WHP JETS MI relating to WHP JETS Customer Service Standards.	Each at the frequency required and immediately on request	Any material changes to the Contractor's and/or Guarantor's organisation that impacts on its ongoing	Immediately
Management Information required	Frequency or date required by						
All WHP JETS MI relating to WHP JETS Customer Service Standards.	Each at the frequency required and immediately on request						
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		financial viability including details of the revenue replacement strategy and impact awareness on the organisation's profitability and stability where significant contracts are due to end.	
		Any proposed Change of Control, changes to the organisational control or group structure of the Contractor and/or the Guarantor, proposed mergers or acquisitions or proposed changes to the Contractor's financial viability.	Immediately
		Any financial information relating to the Contractor which could include but is not limited to a copy of its Annual Accounts, Annual Returns, management accounts, evidence to the Contracting Body's satisfaction of its assets, liabilities and funding position, and copies of its board papers and board minutes.	Immediately on request
		Where a Guarantee has been provided in accordance with clause G4, a copy of its Annual Accounts, Annual	Immediately on request

		Returns, management accounts, evidence to the satisfaction of its assets, liabilities and funding position, and copies of its board papers and board minutes for the Guarantor, including a translation and conversion (Profit and Loss, Balance Sheet and key Balance Sheet Notes) into pounds sterling, stating the conversion rate used.	
		<p>Such evidence as the Contracting Body may request in relation to:</p> <p>(i) any Self Employed Participant Financial Incentives that have been received by any self-employed Participant including but not limited to the business plan of any self-employed Participant who has received any Self Employed Participant Financial Incentives; and</p> <p>(ii) detailed information regarding any and all</p>	Immediately on request

		Self Employed Participant Financial Incentives that have been received by any self-employed Participant.	
		Details of the wages, salaries, bonuses and profit sharing arrangements as applicable in respect of all WHP JETS Staff	Immediately on request
		Any further information as the Contracting Body may reasonably request.	Immediately on request
		The Contractor is required to notify the Contracting Body in writing and complete the WHP Employment Business Customer Form of any WHP JETS Participant or WHP JETS Completer who is employed, whether directly as an employee under a contract of service, or on a self-employed basis, in a WHP JETS Employment Business.	5 Working Days prior to the first payment of earnings or remuneration to such WHP JETS Participant.
		Any and all Self Employed Participant Financial Incentives that have been provided by the Contractor, directly or indirectly, to any	Monthly WHP JETS MI Report

		self-employed WHP JETS Participant	
		The number of supplier and end-to-end supply chain staff working on WHP JETS and on the provision of WHP JETS Services pursuant to this WHP Contract (including data on absences) and in what roles, including a full-time equivalent (FTE) breakdown.	Monthly WHP JETS MI Report
		Caseload sizes per adviser (including the average and maximum caseload size each of your, and your end-to-end supply chain, advisers will be expected to manage). For the avoidance of doubt, this relates to WHP JETS only.	Monthly WHP JETS MI Report
		The number of people participating within the main element of the WHP JETS Delivery Model.	Monthly WHP JETS MI Report
		Contractor performance against the WHP JETS Customer Service Standards.	Monthly WHP JETS MI Report
		WHP JETS Participant fail to attend rates by WHP JETS Participant group/Segment for	Monthly WHP JETS MI Report

		interviews, group sessions and other interventions.	
		WHP JETS Participant attendance at face-to-face and group sessions and potentially other agreed channels of engagement within the last two months.	Monthly WHP JETS MI Report
		The performance and management of the Sub-contractors (including cohort performance against the performance levels and WHP JETS Customer Service Standards in the Contract). For the avoidance of doubt, this relates to Sub-contractors associated with WHP JETS only.	Monthly WHP JETS MI Report
		A summary of the Contractor's compliance with its obligation to pay any undisputed sums which are due from it to a Sub-contractor within thirty (30) days from the receipt of a valid invoice. For the avoidance of doubt, this relates to Sub-contractors associated with WHP JETS only.	Quarterly WHP JETS MI Report

		Analysis of WHP JETS Participant complaints, analysis of trends and themes, and management action plans to reduce future occurrences	Quarterly WHP JETS MI Report
	2.2	The Contracting Body may from time to time make changes to the data it requires the Contractor to provide in a WHP JETS MI Report including to the data required or format of the report and notify such changes to the Contractor. The Contracting Body shall give notice in writing of any such change to the WHP JETS MI Report and shall specify the date from which such changes to the content or format of the WHP JETS MI Reports shall be effective which date shall be at least thirty (30) calendar days following the date of the notice.	
	2.3	The Contracting Body may provide a template for the completion of the WHP JETS MI Report ("WHP JETS MI Reporting Template"). If the Contracting Body changes the data required or format of the WHP JETS MI Reporting Template at any time, then the Contractor agrees to provide all future WHP JETS MI Reports in accordance with such notification.	
	2.4	The Contracting Body may provide the Contractor with supplemental guidance for completing the WHP JETS MI Report or submitting WHP JETS MI Reports from time to time which may for example indicate which fields are mandatory and which are optional. The Contractor agrees to complete the WHP JETS MI Report in accordance with any such guidance.	
	2.5	The Contracting Body shall have the right from time to time (on reasonable written notice) to amend the nature of the WHP	

	<p>JETS Management Information which the Contractor is required to supply to the Contracting Body.</p> <p>3. Frequency and Coverage</p> <p>3.1 All WHP JETS MI Reports must be returned to the Contracting Body on or prior to the Reporting Date every Month during the CV06 Modification Period.</p> <p>3.2 The WHP JETS MI Report should be used (among other things) to report activity and transactions occurring during the Month(s) to which the WHP JETS MI Report relates.</p> <p>3.3 Unless otherwise notified to the Contractor by the Contracting Body, the Contractor must return the WHP JETS MI Report for each Month(s) even where there are no transactions to report in the relevant Month (a "Nil Return").</p> <p>3.4 The Contractor must inform the Contracting Body of any errors or corrections to the WHP JETS Management Information:</p> <ul style="list-style-type: none"> a) in the next WHP JETS MI Report due immediately following discovery of the error by the Contractor; or b) as a result of the Contracting Body querying any data contained in a WHP JETS MI Report. <p>4. Submission of the WHP JETS MI Report</p> <p>The completed WHP JETS MI Report shall be completed electronically and returned to the Contracting Body by uploading and/or sending the WHP JETS MI Report in accordance with the instructions notified by the Contracting Body to the Contractor from time to time. The Contractor</p>
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	<p>agrees to comply with any such instructions provided they do not materially increase the burden on the Contractor.</p> <p>5. Defective WHP JETS Management Information</p> <p>5.1 The Contractor acknowledges that it is essential that the Contracting Body receives timely and accurate WHP JETS Management Information pursuant to this WHP Contract because WHP JETS Management Information is used by the Contracting Body to inform strategic decision making.</p> <p>5.2 Following a WHP JETS MI Failure, the Contracting Body may issue reminders to the Contractor or require the Contractor to rectify defects in the WHP JETS MI Report provided to the Contracting Body. The Contractor shall rectify any deficient or incomplete WHP JETS MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.</p> <p>6. Meetings</p> <p>The Contractor agrees to attend meetings between the Contracting Body and the Contractor in person to discuss the circumstances of any WHP JETS MI Failure(s) at the request of the Contracting Body (without prejudice to any other rights the Contracting Body may have). If the Contracting Body requests such a meeting the Contractor shall propose measures to ensure that the WHP JETS MI Failures are rectified and do not occur in the future. The Contracting Body and the Contractor shall document these measures and continue to monitor the Contractor's performance.</p>
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	<p>7. Admin Fees</p> <p>7.1 If, in any rolling three (3) Month period, two (2) or more WHP JETS MI Failures occur, the Contractor acknowledges and agrees that the Contracting Body shall have the right to invoice the Contractor Admin Fees and (subject to paragraph 7.2) in respect of any MI Failures as they arise in subsequent Months.</p> <p>7.2 If, following activation of the Contracting Body's right to charge Admin Fee(s) in respect of WHP JETS MI Failures pursuant to paragraph 7.1, the Contractor submits the Monthly WHP JETS MI Report for two (2) consecutive Months and no WHP JETS MI Failure occurs then the right to charge the Admin Fee(s) shall lapse. For the avoidance of doubt the Contracting Body shall not be prevented from exercising such right again during the CV06 Modification Period if the conditions in paragraph 7.1 are met.</p> <p>7.3 The Contractor acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by the Contracting Body as a result of the Contractor failing to supply WHP JETS Management Information as required by this WHP Contract.</p> <p>7.4 The Contracting Body shall notify the Contractor if any Admin Fees arise pursuant to paragraph 7.1 above and shall be entitled to invoice the Contractor for such Admin Fees, which shall be payable by the Contractor within thirty (30) days of the date of the relevant invoice. Any exercise by the Contracting Body of its rights under this paragraph 7.4 shall be without prejudice to any other rights that may arise pursuant to the terms of this WHP Contract.</p> <p>8. The Contractor will provide the Contracting Body, at three monthly intervals, with data on the Contractor's high level</p>
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	<p>order book or turnover analysis, in a format determined by the Contracting Body from time to time, including but not limited to:</p> <p>8.1 commissioner and contract;</p> <p>8.2 percentage of turnover;</p> <p>8.3 contract key dates (income start and end); and</p> <p>8.4 COVID-19 action being proposed/taken.</p> <p>9. The Contractor will provide the Contracting Body, each Month or as otherwise requested by the Contracting Body, with the following details of its Sub-contractors in a format to be determined by the Contracting Body from time to time, including but not limited to:</p> <p>9.1 Sub-contractor partner name;</p> <p>9.2 Sub-contractor partner main contact (name, phone and email) with alternative for contingency;</p> <p>9.3 Service(s) delivered;</p> <p>9.4 geographic area(s) covered;</p> <p>9.5 amount paid in Month;</p> <p>9.6 where there is a variance of +/- 10% from the previous Month's payment to any Sub-contractor, an explanation to be provided;</p> <p>9.7 the Contractor's stability risk assessment of its Sub-contractor; and</p>
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	<p>9.8 contingency plans.</p> <p>10. The Contractor will provide the Contracting Body with details of the Contractor's Sub-contractor stability risk assessment policy, process and methodology:</p> <p>10.1 within 10 Working Days of the CV06 Variation Date,</p> <p>10.2 when updated, reviewed or amended by the Contractor, and</p> <p>10.3 annually.</p> <p>11. The Contractor will provide the Contracting Body with all other such information in respect of the Sub-contractor and Sub-contract as the Authority reasonably requires, from time to time, to enable the Authority to ascertain and determine:</p> <p>11.1 the operation and effectiveness of the Sub-contract,</p> <p>11.2 the resources deployed and/or available under the Sub-contract, and</p> <p>11.3 the risk to the delivery of the Sub-contract.</p>
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Schedule 10: Sub-contractors

Contract Provision	Modification
<u>Schedule 15, clause 1.5</u>	<u>Replace Schedule 15, clause 1.5 with the following:</u> <p>“The Contractor shall, as soon as reasonably practicable after appointing such Sub-contractor in accordance with this Schedule, provide to the Contracting Body an up-to-date list of all of the Contractor's Sub-contractors that have been appointed in connection with the performance of the WHP Services under this WHP Contract, in a form and using such template as notified to the Contractor by the Contracting Body from time to time. For the avoidance of doubt, the Contractor will produce and provide to the Contracting Body a separate list for Sub-contractors appointed in connection with the performance of the WHP Core Services and WHP JETS Services.</p>