

VARIATION TO CONTRACT FORM

Contract title : Delivery of Official Controls in Approved

Establishments in England and Wales (Lots 1-6)

Contract Reference : FS101227

Variation No :27 Date: 21/06/24

Between : The Food Standards Agency (the Authority) and

Eville & Jones (GB) Ltd (the Contractor)

The contract is varied as follows: Price

1. The total maximum cost of this variation is up to

- 2. This variation amends Schedule 4 Charging (see below).
- 3. The following conditions are required under this variation:
- 3.1 Weekly monitoring of attrition and recruitment numbers by E&J, with reporting to the FSA Director of Operations through the Veterinary Resourcing Programme Board. Any deviations must be explained and additional mitigations are to be put in place should attrition not begin to reduce as expected.
- 3.2 E&J are to work closely with FSA on the response to any future call for evidence or consultation by the Migration Advisory Committee, providing evidence and statistics as required.
- 3.3 Should further policy changes by the Home Office reduce required salary levels (through further discount mechanisms or an exemption for example) E&J will present a revised proposal on the financial impact (benefit) to the FSA for consideration.
- 3.4 E&J to pursue increased recruitment of domestically trained vets and MHIs and demonstrate to the FSA how they are doing this and subsequent results. This will be tracked through the resourcing overview provided to FSA on a monthly basis.
- 3.5 E&J to engage fully and in a timely manner with FSA on all comms to staff relating to salary increases.
- 3.6 E&J to prepare and share a revised submission of TUPE data including all salary uplifts, required to support the retender, by end September 24. This dataset will provide a retrospective of salary uplifts in place and forecast those to be implemented in January 25.
- 3.7 The hourly rates will only be revisited if there are significant changes to the hours of plus or minus 10%.
- **4.** Words and expressions in this Variation shall be given the meanings given to them in the Contract.
- 5. The contract, including any previous variations shall remain effective and unaltered except as amended by this variation.







SCHEDULE 4 CHARGING FOR YEAR 5 (2024/2025)

- 1.1. This Schedule 4 sets out the Charges that apply to this Contract and any attendant purchase orders and self-billing invoices.
- 1.2. The forecast chargeable hours are 414,370 GOV hours and 477,823 MHI hours.
- 1.3. The hourly Direct Payroll rates the Authority will pay the Contractor for each chargeable hour worked, as per the agreed contract extension are:

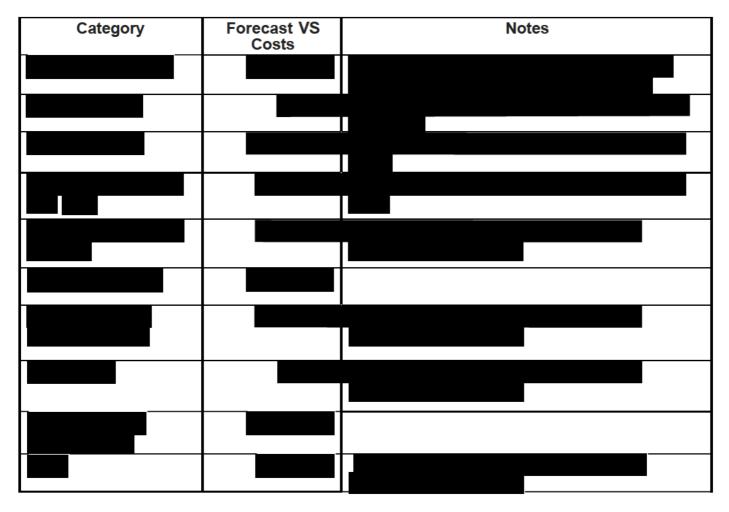
 Jun-Dec	Jan-Mar	

- 1.4. Premium rates are not payable in any circumstances which includes bank holidays and overtime, only the standard rates detailed above will be paid.
- 1.5. The 'FSA risk' Direct Variable costs for providing the services (estimated at) will be paid as per Table 1 below.
- 1.6. Costs for Laundry and Equipment provided by FSA are shared based on 65% contract staff and 35% employed staff.
- 1.7. One twelfth of the 'E&J risk' Direct Variable costs (estimated at the Indirect Overhead costs (estimated at plus plus depreciation) will be paid within each monthly invoice. These costs are fixed and will not be reviewed for any adjustments.
- 1.8. The profit margin to be paid is month.
- 1.9. The Hourly rates the Authority will pay for temporary SEO Veterinary backfill work are: -

Period required	Price per hour	37 hours	45.4weeks



Schedule of Costs



If these agreed costs are at risk of being exceeded then the costs will be jointly reviewed by FSA and E&J.

'Soft Cap' on Direct Variable Costs - FSA Risk

It is hereby acknowledged and agreed by the parties that (a) the agreed amount of monies payable by the FSA as indicated in Table 1 in this Variation Contract [under Schedule 4] shall be treated as a Soft Cap. "Soft Cap" means that the FSA shall have no obligation to fund additional costs in excess of such specific agreed amount but that in cases where E&J forecasts that a particular cost may exceed such specific agreed amount the FSA agrees to enter in good faith into discussions with E&J to understand the impact of not paying for the additional cost in order to enable the FSA to decide whether the FSA wishes to fund/partially fund any such additional cost at its sole discretion; and (b) notwithstanding the Soft Cap, the overall (total) agreed amount of monies payable under this Variation Contract [as indicated in Schedule 4) shall be treated as a Hard Cap. "Hard Cap" means that the FSA shall have no obligation to fund additional costs in excess of such agreed amount and nor shall the FSA be obliged to consider any such additional costs under this Variation Contract.



Table 1 Direct Variable Costs - FSA Risk

Category	Y5 (soft cap)	Notes

