



[REDACTED]

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

www.dwp.gov.uk

13 October 2020

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

CHANGE AUTHORISATION LETTER: CV04.1

Dear [REDACTED],

Work and Health Programme (WHP) contracts (as amended) between the (1) Secretary of State for Work and Pensions (the "Authority") and (2) The Shaw Trust Limited (the "Contractor") set out at Schedule 1 (the "Contracts")

Contract amendments that are needed to address the consequences of COVID-19, in accordance with Procurement Policy Notes (PPNs) 01/20, 02/20, and 04/20. Defined terms not defined in this letter have the same definition as in the Contract.

Background

- 1. The Authority and the Contractor entered into a contractual modification with respect to the Contracts ("CV04"). CV04 implement contract modifications that are needed to address Covid Related Hardship. This includes the implementation of a payment model to replace CV03 Interim Payments.
- 2. The Contractor acknowledges that any relief given to it under CV04 is at the sole discretion of the Authority.
- 3. The aim of this letter ("CV04.1") is to amend Schedule 6: Customer Service Standards for the Work and Health Programme.

Modifications

4. The Customer Service Standards for WHP were set out in Schedule 6 of CV04. These standards (WHP, Schedule 2 paragraph 2 (Customer Service Standards)) are to be deleted and replaced in full with the standards set out in Schedule 2 of CV04.1.

Miscellaneous

- 5. Other than the specific modification detailed above, the terms of the Contracts and CV04 remain in full force.
- 6. CV04.1 shall not constitute a waiver of any right or remedy of the Authority or the Contractor under the Contracts or CV04 arising before, during or after CV04.1.
- 7. CV04.1 has retrospective effect from 1 April 2020

Please confirm your acceptance of CV04.1 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 EMPLOYMENTCATEGORY.COVID19@DWP.GSI.GOV.UK

Yours faithfully,

[REDACTED]

Senior Commercial Category Manager For and on behalf of the Authority

We hereby acknowledge receipt and accept the terms of CV04.1.

Signed: For and on behalf of the Contractor
Name: [REDACTED]
Position:
Date:

Schedule 1: Contracts

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

<u>Key</u>

WHP: Work and Health Programme

Schedule 2

Schedule 6: Customer Service Standards

Contract Type, Contract Provision	Modification		
WHP, Schedule 2 paragraph 2 (Customer Service Standards)	The Customer Service Standards and tendered Customer Service Standards as detailed in Schedule 2, paragraph 2 shall not be applicable and will be replaced with the Customer Service Standards as set out below.		
	1. The Contractor must acknowledge 99.5% of referrals on the Provider Referral and Payment (PRaP) system within 2 (two) working days of receipt of the referral. This will be monitored through PRaP system.		
	2. The Contractor will attempt to contact a potential Participant within 2 (two) Working Days of receiving a Referral. This will be done with a view to setting up an initial appointment between the Contractor and the potential Participant.		
	3. The Contractor and the potential Participant will undertake the initial appointment 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 15 th (fifteen) working day for 99% of referrals. This will be monitored through PRaP.		
	4. No more than 4% of referrals will be in backlog. 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.		
	5. No single referral will be in backlog for more than 25 working days of receiving the referral. This will be monitored through PRaP.		
	6. The Contractor will provide the Participant with a copy of the Customer Service Standards within 1 (one) Working Day of becoming a Participant. The Customer Service Standards referred to here are details on the support that the Contractor can provide to the Participant.		
	7. The Contractor will work with the Participant to explore the Participant's ambitions, goals, priorities and personal needs. This will help formulate an Action Plan. This Action Plan must be finalised within 20 (twenty) Working Days of receipt of the Referral.		

- 8. The Contractor will contact the Participant (by telephone/video conference or any other method permitted by the Contract) every 10 (ten) Working Days as a minimum, to discuss the Participant's wellbeing, Action Plan and job goals ("Booked Meeting"). The frequency of the Booked Meetings can be amended if the Participant prefers a different arrangement.
- 9. If the Participant misses a Booked Meeting and the Contractor is not contacted by the Participant with an explanation as to why, the Contractor will attempt to contact the Participant within 2 (two) Working Days with a view to resolving any issues.
- 10. Ahead of the Participant commencing employment or selfemployment, the Contractor will attempt to discuss with the Participant the initial in-work support needs that exist.
- 11. Whilst the Participant is in employment or self-employment, the Contractor will attempt to contact (via telephone/video conference or any other manner permitted by the Contract) the Participant every 10 (ten) Working Days to offer any necessary support that the Participant may require in employment or self-employment. The frequency of the contact can be amended if the Participant prefers a different arrangement.
- 12. If the Participant is not in employment or self-employment at the point they cease to be a Participant, the Contractor will produce an exit report pack. This will include a summary of the Participant's time on WHP, along with details of additional support that can be accessed to support them going forward ("Exit Report Pack"). The Exit Report Pack will be provided to Participants within the last 10 (ten) Working Days of the Participant being a Participant. When a Participant's employment ends during the in work support period and they return to Jobcentre Plus for support, an exit report pack must be provided to the Participant within 10 (ten) working days of the date the Contractor establishes that the Participant is no longer in employment. The Contractor will also maintain a copy of the Exit Report Pack securely, which must be sent to the Contracting Body upon request from the Contracting Body.
- 13. Contractors must send a copy of the fully completed ESF1420 Initial form for WHP & NEA provision to the DWP ESF Admin Team within five (5) Working Days of the start date; this should be annotated Covid-19 where a Participant signature is unobtainable. For ESF provision a copy of a fully completed ESF1420 start form needs to be sent five (5) Working Days from the eligibility and referral meeting.
- 14. Contractors must securely send a copy of the fully completed ESF1420 end form to the ESF 14-20 Admin Team within eight

- (8) weeks of the completion date.
- 15. Every month, the Contractor will be required to obtain information from 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. Participants will be required to record their response to the question(s) ("Participant Response"). Where 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 "Participant Response"). Contractors are then required to collate Participant Responses split by customer groups. The Contractor will collate Participant Responses in the template as provided in Annex A to Schedule 6 of CV04. 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 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 Participant Responses or a summary of Participant Responses (either in the form provided for in Annex A to Schedule 6 of CV04 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 Participants on a monthly basis. Additionally, the Contracting Body reserves the right to require Contractors to ask the Participants the question(s) on a more/less regular basis. The frequency of collating Participant Responses and the deadline for providing the Contracting Body with the completed template from Annex A to Schedule 6 of CV04 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 6 of CV04.

Question: "Thinking about your overall experience of the services provided, how satisfied are you with the WHP programme?

Very satisfied;

Fairly satisfied;

Fairly dissatisfied;

Very dissatisfied.

Please can you tell us more about why you chose your

- response? Please be as detailed and specific as possible."
- 16. At the end of each calendar month, the Contractor will complete the template as provided in Annex B to Schedule 6 of CV04. 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.

Annex A



Annex B

