

## Change Authorisation Note

<b>CR No.:</b>	<b>Title:</b>	<b>Date Raised:</b>
001	JETS in Scotland extension	The Change Request was raised on 8 July 2021
<b>Contract:</b>	<b>Type of Change:</b>	<b>Required by Date:</b>
UI_DWP_23410 Jaggaer ref: ecm_8690	Contract Change	NOT USED
<b>Detailed description of contract change and wording of related changes to the contract:</b>		
<p>The Parties have agreed to:</p> <ul style="list-style-type: none"> <li>(a) extend the Referral Period End Date pursuant to Clause D3.7 of the Contract to 30 September 2022; and</li> <li>(b) make associated changes;</li> </ul> <p>as set out in the Annex to this Change Authorisation Note.</p> <p>By signing this Change Authorisation Note, the Supplier confirms that it has received sufficient notice for the purpose of Clause D3.7 of the Contract.</p>		
<b>Proposed adjustment to the fees resulting from the contract change:</b>		
As set out in the Annex to this Change Authorisation Note.		
<b>Details of proposed one-off additional charges and means for determining these (e.g. fixed price basis):</b>		
N/A		
<b>Signed on behalf of the Authority, the Secretary of State for Work and Pensions:</b>	<b>Signed on behalf of the Supplier, Capita Business Services Ltd:</b>	
Signature: _____	Signature: _____	
Name: ____[REDACTED]_____	Name: ____[REDACTED]_____	
Position: _____	Position: _____	
Date: _____	Date: _____	

## ANNEX: CHANGES TO THE WORDING OF THE CONTRACT

### Key

~~Blue struck-through text~~: text to be deleted

Red text: text to be added

Contract provision	Modification
Clause B8 (No Guarantee of Levels, Values or Exclusivity)	<p><i>Clause B8.2 shall be amended as follows:</i></p> <p>The Supplier acknowledges and has submitted its Final Offer <b>and Updated Contract Cost Register</b> on the understanding that no guarantee is given by the Authority in respect of levels or values of Services referred to in the Schedules which are indicative only and shall not be binding on the Authority.</p>
Clause C2 (Delivery Fee)	<p><i>Clause C2.1 shall be amended as follows:</i></p> <p>Subject to Clause H4.3 and Clause C6 and provided that the requirements of Schedule 7.1 (Fees and Payment) are met the Authority shall pay the Delivery Fee to the Supplier. The Authority shall make such payment in accordance with the provisions of Schedule 7.1 (Fees and Payment) <del>and Section 5 of the Specification.</del></p>
Clause C3 (Outcome Payments)	<p><i>A Clause C3.4A shall be added as follows:</i></p> <p><b>(a) Notwithstanding any other provision in this Agreement, the Authority shall have no obligation to make any Outcome Payments in respect of individuals whose date of Referral is on or after 25 January 2022 beyond the cap in Schedule 7.1, paragraph 4.1(c), save where that cap is raised or removed by the Authority pursuant to Clause C3.4A(b) below.</b></p> <p><b>(b) The Authority may, in its absolute discretion, raise or remove the cap in Schedule 7.1, paragraph 4.1(c) by giving not less than 30 days' notice in writing to the Supplier.</b></p>
Schedule 1 (Definitions)	<p><i>The definition of "Anticipated Contract Value" shall be amended as follows:</i></p> <p><b>[REDACTED]</b></p>
	<p><i>A new term – "Carried Forward Outcome Payments" – shall be added with the following definition:</i></p> <p><b>shall have the meaning given in Schedule 7.1 (Fees and Payments), paragraph 4.1(d);</b></p>
	<p><i>The definition of "Delivery Fee Deferral Failure" shall be amended as follows:</i></p>

	<p>failure by the Supplier to meet <del>one</del> <b>two</b> or more of the <b>designated five</b> Customer Service Standards (<b>1-5 inclusive</b>) in any <del>CSS Measurement Period</del> <b>three month rolling period</b>;</p>	
	<p><i>The definition of “Minimum Performance Levels” shall be amended as follows:</i></p> <p>the performance levels <del>offered by the Supplier in the Final Offer</del> which are set out in Schedule 2.2 (Minimum Performance Levels and Performance Reviews) and Customer Service Standards (CSS)</p>	
	<p><i>The definition of “Referral Period End Date” shall be amended as follows:</i></p> <p>means:</p> <ul style="list-style-type: none"><li>(a) 24<sup>th</sup> January 2022; or</li><li>(b) such later date no more than one (1) year later than (a) following any extension of the Referral Period End Date pursuant to Clause D3.7;</li></ul> <p><b>(the Parties note that the Referral Period End Date has been extended pursuant to Clause D3.7 to 30 September 2022);</b></p>	
	<p><i>The definition of “Services Cessation Date” shall be amended as follows:</i></p> <p>the date <del>three hundred and sixty five (365)</del> <b>one hundred and eighty-two (182)</b> days after the <del>first</del> <b>last</b> Participant Start under the Agreement;</p>	
	<p><i>A new term – “Updated Contract Cost Register” – shall be added with the following definition:</i></p> <p><b>shall have the meaning given in Schedule 4.1 (Supplier Solution (Tender));</b></p>	
Schedule 2.2 – Minimum Performance Levels and Performance Reviews	<p><i>In paragraph 2, CSS 11 shall be amended as follows:</i></p> <p><del>Every month, the Provider will be required to obtain information from the Participants on the usefulness of the Programme</del> <b>The Provider will be required to obtain information from Participants on the usefulness of the programme by contacting 100% of Participants as a minimum once every 3 calendar months</b> (see Customer Insight section). The Provider will collate Participant responses in the template to be provided by the Contracting Body. The Provider 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.</p> <p><i>Paragraph 5.9 shall be amended as follows:</i></p> <p>5.9      Performance Indicators</p> <table border="1"><tr><td><b>PERFORMANCE INDICATORS</b></td></tr></table>	<b>PERFORMANCE INDICATORS</b>
<b>PERFORMANCE INDICATORS</b>		

	<p>This is the % conversion rate taken from the tender offer, set at 20%. Performance will be measured and managed on a cohort basis and against <del>the agreed Performance Curve included in the tender</del> the Performance Curve included at a.3 of the Performance Input tab in the Updated Contract Cost Register.</p>								
Schedule 4.1 – Supplier Solution (Tender)	<p><i>The table at the start of Schedule 4.1 shall be amended as follows:</i></p> <p>The Supplier will comply with the detail set out within the following additional documents which shall be deemed to be incorporated into this Agreement;</p> <table border="1"> <thead> <tr> <th>Document</th><th>Dated</th></tr> </thead> <tbody> <tr> <td>Tender</td><td>Received through the E-Procurement System on 02/11/2020 at 07:49:30 a copy of which is attached at Annex A to this Schedule 4.1</td></tr> <tr> <td>Tender Clarification</td><td>Responses to clarification questions received through the E-Procurement System on 02/10/2020 at 17:58. Further responses to clarification questions received through the E-Procurement System on 04/11/2020 at 09:25.  Financial clarification information received through the E-Procurement System on 09/11/2020 at 14:29.</td></tr> <tr> <td>Updated Contract Cost Register</td><td>The updated contract cost register received through the E-Procurement System on 27/08/2021, a copy of which is attached at Annex B to this Schedule 4.1</td></tr> </tbody> </table> <p><i>An Annex B shall be added as follows:</i></p> <p>Annex B: Updated Contract Cost Register</p> <p><b>[REDACTED]</b></p>	Document	Dated	Tender	Received through the E-Procurement System on 02/11/2020 at 07:49:30 a copy of which is attached at Annex A to this Schedule 4.1	Tender Clarification	Responses to clarification questions received through the E-Procurement System on 02/10/2020 at 17:58. Further responses to clarification questions received through the E-Procurement System on 04/11/2020 at 09:25.  Financial clarification information received through the E-Procurement System on 09/11/2020 at 14:29.	Updated Contract Cost Register	The updated contract cost register received through the E-Procurement System on 27/08/2021, a copy of which is attached at Annex B to this Schedule 4.1
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Schedule 7.1 – Fees and Payments	<p><i>Paragraph 1.3 shall be amended as follows:</i></p> <p><del>The total Fees of [REDACTED] shall comprise a Delivery Fee of [REDACTED] (85%) eighty five percent and Outcome Payments of [REDACTED] (15%) fifteen percent. The total value of the Fees can only increase:</del></p> <p><del>(a) where the Supplier exceeds the Minimum Performance Level (as set out in the Specification) in which case</del></p>								

~~additional Outcomes are payable at the rate set out in the table at paragraph 4.1 a); or~~  
~~(b) as otherwise agreed by the Parties in accordance with the terms of the Agreement;~~  
~~(c) where the number of Participant starts exceeds 22,000 (“Excess Volumes”). This will trigger an impact assessment and review of fees payable under the contract, where deemed appropriate by both parties~~

The Fees shall comprise a Delivery Fee and Outcome Payments.

*Paragraph 1.4 shall be amended as follows:*

- (a) Except as set out in paragraph ~~4.3 above~~ (b) below, the payment rates set out in this Schedule 7.1 will not be amended or adjusted if volumes change.
- (b) Where Participant Starts exceed 30,194, this will trigger an impact assessment and review of fees payable under the contract, where deemed appropriate by both Parties.

*Paragraph 4.1 shall be amended as follows:*

- (a) Subject to the cap at paragraph (c) below, Outcome Payments will be paid on a unit price basis at the rates set out in the table below, as more particularly described in paragraphs 5.4 to 5.10 inclusive of the Specification:

	Amount per Outcome exc. VAT
Outcome Payment in respect of an individual whose date of Referral is on or before 24 January 2022	[REDACTED]
Outcome Payment in respect of an individual whose date of Referral is on or after 25 January 2022	[REDACTED]

- (b) For the avoidance of doubt the Supplier shall only be eligible to receive no more than one Outcome Payment in respect of each Participant.
- (c) The Supplier's entitlement to Outcome Payments in respect of individuals whose date of Referral is on or after 25 January 2022 is capped at the total of 1,639 Outcome Payments plus any Carried Forward Outcome Payments produced by the calculation at paragraph (d) below.
- (d) The Carried Forward Outcome Payments are any positive number produced by the calculation:

4,400 Outcome Payments

less

any Outcome Payments paid in respect of individuals whose date of Referral is on or before 24 January 2022.

(e) For the avoidance of doubt, any Carried Forward Outcome Payment shall be paid at the rate **[REDACTED]** per Outcome exc. VAT.

(f) For the avoidance of doubt, the cap at paragraph (c) above shall not affect the Supplier's entitlement to Outcome Payments in respect of individuals whose date of Referral is on or before 24 January 2022.

*Paragraph 4.2(a) shall be amended as follows:*

~~(i) Subject to any rights the Authority has under Clause C6, a total Delivery Fee of **[REDACTED]** will be payable in Delivery Fee Periodic Payments per the table in this paragraph 4.2(a) from the end of the first full month after the Referral Period Start Date to the period of 182 days starting immediately after the date of the last Participant Start.~~

~~(ii) The Delivery Fee will be an amount payable by DWP to the supplier on a monthly basis in respect of each month of service delivery (18 months). The Delivery Fee will be calculated as:~~

~~• 85% of the Estimated Possible Total Contract Value (EPTCV), as estimated by DWP in its absolute discretion. Delivery Fee payments will be apportioned by DWP at its absolute discretion as follows:~~

~~— Months 1-3 equates in total to 25% of the Delivery Fee~~

~~— Months 4-12 equates in total to 52.50% of the Delivery Fee~~

~~— Months 13-18 equate in total to 22.50% of the Delivery Fee~~

~~(iii) Notwithstanding paragraph 4.2(a), where the Referral Period Start Date is not the first day of a month, the Delivery Fee Periodic Payment for that month shall accrue on a day-to-day basis starting on the Referral Period Start Date, calculated according to the number of days elapsed and a month of thirty (30) days.~~

Month	Delivery Fee %	Monthly Delivery Fee Payment
1-3	25.0%	<b>[REDACTED]</b>
4-12	52.5%	<b>[REDACTED]</b>
13-18	22.5%	<b>[REDACTED]</b>

	<p><b>Revised Delivery Fee following extension of the Referral Period End Date pursuant to Clause D3.7 to 30 September 2022</b></p> <p>Subject to any rights the Authority has under Clause C6, a total Delivery Fee of <b>[REDACTED]</b> (inclusive of the original Delivery Fee of <b>[REDACTED]</b>) will be payable in twenty-six (26) Delivery Fee Periodic Payments as set out in the table below.</p> <p><b>[REDACTED]</b></p>
	<p><i>Paragraph 4.2(b) shall be amended as follows:</i></p> <p>Where due, the Authority will pay each Delivery Fee Periodic Payment <del>monthly in arrears</del> within 30 days of the last day of the corresponding period.</p>