

VARIATION TO CONTRACT

Contract Name: HDS Framework Call-Off Contract for PIP Lot 1 (hereinafter called "the Contract")

For the Provision of: Personal Independence Payment Assessment Services

Contract Ref Number: UI_DWP_100429 Variation Number: PIPCV AL1 06

BETWEEN:

The Secretary of State for Work and Pensions (hereinafter called "the Authority")

And

Atos IT Services UK Ltd (hereinafter called "the Contractor")

1. The Provider has proposed to the Authority that the Provider's overall delivery of the Services would be capable of being delivered in a more efficient and effective manner, with consequential benefits to the claimant experience, were a Variation to be made to the requirement in paragraph 41.7.2 of the Specification that all Consultation rooms measure 18 square metres as a minimum. The Authority has agreed to such proposal on the terms set out in this Variation.
2. Subject to paragraph 3 below, the Parties agree that the Provider shall be entitled to utilise Consultation rooms for delivery of the Services which -
 - a. measure 12 square metres as a minimum and are listed under the specific locations detailed in Part 1 of Appendix 1 to this Variation;
 - b. measure 15 square metres as a minimum and are listed under the specific locations detailed in Part 2 of Appendix 1 to this Variation

(the Provider confirming that, in all other respects, the Consultation rooms so listed fully comply with the Authority's requirements in relation to the qualities, characteristics and specification of Consultation rooms to be utilised in the delivery of the Services).

3. Adjustment to Contract Price

- a. In consequence of the matters set out in paragraph 2 above, the Provider has agreed to make a downward adjustment in its Contract Price by adjusting the output price and the associated bandings to reflect the decrease as shown in the revised version of Annex 1 of Appendix 4 (Prices and Rates) of the Contract which is attached as Appendix 2 to this Variation and which the Parties agree shall have effect from the date hereof. The Parties note, for the purposes of illustration only, that based upon anticipated Contract volumes as at the date of this Variation, this is likely to generate a reduction of £[REDACTED] in the Contract Price for Lot 1.
- b. The Parties acknowledge and agree that the downward adjustment in the Provider's Contract Price referred to in paragraph 3(a) above -
 - i. shall apply throughout the duration of the Initial Contract Period and during any subsequent extension;

- ii. has been applied in relation to any additional Consultation rooms which the Provider is required to have in place at the point that managed reassessments begin in October 2015.
 - c. The Parties shall co-operate in good faith with each other with a view to agreeing changes to Appendix 4 (Prices and Rates) of the Contract ("Appendix 4") such that the Financial Model comprising Annex 2 of Appendix 4 (and related references to the Financial Model set out in Parts A and C of Appendix 4) be amended by mutually acceptable alternative provisions. In the interim period pending such agreement (which the Parties shall use reasonable endeavours to achieve within three months from the date hereof or such further period as may be agreed between them), the version of the Financial Model current immediately prior to this Variation shall continue to be applied as necessary between the Parties save to the extent varied by the revised Annex 1 of Appendix 4 referred to in paragraph 3(a) above and, for the avoidance of doubt, in the event of any conflict between Annex 1 (as revised) and Annex 2 of Appendix 4 in the interim period pending such agreement, Annex 1 (as revised) shall prevail.
4. The Provider confirms that, as at the date of this Variation, the Consultation rooms to be utilised in the delivery of the Services listed under the locations detailed in Part 3 of Appendix 1 to this Variation measure 18 square metres as a minimum.
5. The Provider confirms that the additional Consultation rooms referred to in paragraph 3(b)(ii) above shall, as at the point that managed reassessments begin in October 2015, measure 12 square metres as a minimum and in all other respects fully comply with –
- a. the Authority's specified requirements in relation to the qualities, characteristics and specification of Consultation rooms to be utilised in the delivery of the Services; and
 - b. (subject always to paragraph 5(a) above) the criteria referred to in paragraph 6(b)(ii) below.

In assembling these additional Consultation rooms in readiness for the beginning of managed reassessments in October 2015, where the Provider considers it has the flexibility to do so without incurring additional cost it will endeavour to select such rooms which are larger than 12 square metres and ideally measure a minimum of 18 square metres.

6. In relation to future replacements to locations and/or Consultation rooms referred to in paragraph 2, paragraph 4 and/or, after the point that the Provider has in place its suite of Consultation rooms for managed reassessments in October 2015, paragraph 5 (e.g. where, in any such case, locations and/or Consultation rooms being utilised by the Provider in the delivery of the Services may need to be changed by the Provider from time to time during the term of the Contract because, for example, they have subsequently become unavailable for use) the following shall apply:
- a. The Provider shall use reasonable endeavours to locate and utilise replacement Consultation rooms which measure 18 square metres as a minimum.
 - b. Subject to paragraph 6(a) above, it shall be entitled to utilise Consultation rooms which measure no less than 12 square metres provided that such Consultation rooms –

- i. in all other respects meet the Authority's specified requirements in relation to the qualities, characteristics and specification of Consultation rooms to be utilised in the delivery of the Services; and
 - ii. (subject always to paragraph 6(b)(i) above) meet the following criteria –
 - adequate lighting - natural if possible;
 - easy access to hand-washing facilities;
 - appropriate room configuration, allowing safe egress for the HP and the ability for a claimant and any companion to sit alongside the HP so they can engage comfortably;
 - space to carry out the MSO physical assessment, which involves raising arms upwards and outwards, and the provision of an examination couch;
 - sufficient floor space to view gait while walking;
 - at least one room in every consultation centre to be located on the ground floor; and
 - easy and sufficient access to the consultation rooms.
7. The Parties acknowledge and agree that paragraph 41.7.2 of the Specification shall be amended to read as follows:

41.7.2. "The Authority requires that:

- (i) all Consultation rooms measure no less than 12 square metres in respect of the specific locations detailed in Part 1 of Appendix 1 to Variation PIPCV AL3 05, and no less than 15 square metres in respect of the specific locations detailed in Part 2 of Appendix 1 to Variation PIPCV AL3 05; and
- (ii) all other Consultation rooms measure 18 square meters as a minimum, in line with the current specification within the Authority's estate other than where expressly agreed with the Authority by way of formal contract Variation. Approval of a request for Variation will be within the sole discretion of the Authority.

The Contractor must ensure that all Consultation rooms must have sufficient privacy (both visual and audio) to ensure that the Consultation is not viewed or overheard. The Contractor will ensure that the private Consultation rooms are fitted with the equipment necessary to facilitate the assessment of claimants with mobility issues. The Consultation room must have a desk and chair for the Health Professional along with a pedestal for the storage of personal belongings and equipment such as peak flow meters, an examination bed and step, three chairs (for the claimant, supporting person and any interpreter), and access to a wash basin (though not necessarily in the room itself)."

8. The Parties acknowledge and agree that this Variation is made pursuant to clause F3 of the Contract and, in accordance with clause F3.5 of the Contract, forms an addendum to the Contract.
9. Save as expressly amended by this Variation, the Contract shall otherwise continue in full force and effect in accordance with its terms. The Parties agree and acknowledge that this Variation does not represent an affirmation of the Contract, and this Variation is entered without prejudice to the Parties' rights under the Contract (save to the extent expressly varied by this Variation) and at law.

Signed for and on behalf of the Provider

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Authorised Representative

Signed for and on behalf of the Authority

.....
Authorised Representative

The Parties have agreed that this Variation be dated, and come into effect,
on.....

Appendix 1 to Variation for Lot 1

(See separate Excel spreadsheet containing Parts 1, 2 and 3 of this Appendix 1 as referred to in paragraphs 2 and 4 above)

Appendix 2 to Variation for Lot 1

Revised Annex 1 of Appendix 4 (Prices and Rates) of the Contract

Annex 1– Rates Payable – Redacted in full