



VARIATION NOTICE

This Variation Notice (VN) is a change to the following Contract:

CONTRACT: Lot 1 - Pharmacy-based Supervised Consumption of Methadone and Buprenorphine Lot 2 – Needle & Syringe Programme
DATE OF CONTRACT: VARIOUS
PROVIDER: VARIOUS
AUTHORITY: Derbyshire County Council

The Provider and Authority hereby agree to amend the Contract as follows:

VN NO: VN001
AUTHORITY REF NO: CPH037/IKEN101739
DATE OF AMENDMENT: 01/05/2025

DESCRIPTION OF CHANGES:

Amendment to contract

Clause 3 Services

Addition of the following clause after Clause 3.15:

3.16 The Provider shall ensure that its details on PharmOutcomes for each Pharmacy are up to date and correct and shall inform the Council promptly of any changes in ownership of any Pharmacy.

6. Charges, Payment and Recovery of Sums Due

Addition of the following clauses after Clause 6.5:

6.6 The Council shall not be liable for any payment that is made incorrectly as a consequence of the Provider's information in PharmOutcomes being incomplete, inaccurate or out of date whether this is a result from a change in ownership of the Provider or of any Pharmacy or otherwise.

6.7 The Provider may request an increase in the Charges in exceptional circumstances where there is as an unprecedented and unforeseen cost pressure relevant to the provision of the Services (an **Exceptional Charges Review**) providing that:

- (a) not less than thirty (30) days written notice has been provided to the Council;
- (b) the increase in cost is directly in line with any such increase in the Provider's costs;
- (c) the Provider has provided the Council with written evidence (including from its third-party contractors where relevant) to the Council's reasonable satisfaction of the exceptional circumstances giving rise to the increased costs to the Provider;
- (d) no more than one application for an Exceptional Charges Review shall be submitted in any 12-month period.

6.8 The Council will review the Exceptional Charges Review to ensure that it provides satisfactory evidence of the increased costs, is affordable to the Council and provides value for money. If the Parties are unable to agree any alteration to the Charges the Charges which were applicable immediately prior to the Exceptional Charges Review shall continue to apply while the dispute is resolved through the dispute resolution procedure set out in Clause 15.

6.9 A change to the Charges shall only be effective when set out in writing by the Parties in accordance with Clause 19.2.

Amendment to Specification (with effect from 01/05/2025)

Part 5 – Budget and Contract Terms

With effect from 01 May 2025 delete 5.1 and replace with:

- 5.1 The Council will pay a fee for the supervised consumption:
- a) Methadone: £2.70 per supervised consumption of a prescribed dose
 - b) Buprenorphine: £3.50 per supervised consumption of a prescribed dose

All other terms and conditions will remain the same.

TERMS APPLYING TO THIS CHANGE:

- 1. All definitions used in this Variation Notice shall have the same meanings as those terms used in the Contract, unless otherwise provided by this Variation Notice.
- 2. The Contract shall remain in full force and effect so far as still relevant to be carried out and, in the event of any conflict between the Contract and this Variation Notice, this Variation Notice shall prevail.
- 3. The Parties agree that this Variation Notice, and any Variation in accordance with paragraph 4 below, shall be deemed to have satisfied the provisions of clause 19.2 of the Contract.
- 4. On signature by both parties, this Variation Notice shall be deemed to be a Variation for the purposes of the Contract and:
 - i. this Variation Notice shall form an addendum to the Contract.

SIGNED ON BEHALF OF PROVIDER:

SIGNED ON BEHALF OF AUTHORITY:

Signature

Signature

Name

Name

Title

Title

Date

Date