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General Ophthalmic Additional Services Model Contract Variation Notice

Revised: September 2023

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The text of the General Ophthalmic Additional Services Model Contract Variation Notice July 2023 has been prepared by Hill Dickinson on behalf of NHS England.

It is prepared on the basis that the numbering adopted in the signed contract follows that used in the General Ophthalmic Additional Services Model Contract dated April 2013.

Equalities and health inequalities statement

"Promoting equality and addressing health inequalities are at the heart of NHS England's values. Throughout the development of the policies and processes cited in this document, we have:

- given due regard to the need to eliminate discrimination, harassment and victimisation, to advance equality of opportunity, and to foster good relations between people who share a relevant protected characteristic (as cited under the Equality Act 2010) and those who do not share it;
- given regard to the need to reduce inequalities between patients in access to, and outcomes from, healthcare services and in securing that services are provided in an integrated way where this might reduce health inequalities."

Dear Sir/Madam

Notice of Variation to your General Ophthalmic Additional Services Model Contract dated []

We give you notice under paragraph 33(2) of Schedule 1 to The General Ophthalmic Services Contracts Regulations 2008 (S.I. 2008/2013) that the terms of your General Ophthalmic Additional Services Contract dated [] are varied as set out below with effect from *[insert here date on which variations will take effect. Where reasonably practicable this should not be less than 14 days after the date on which this notice is served. This is a regulatory requirement.]*.

These variations are made to reflect changes introduced by the Health and Care Act 2022 and comply with:

- The National Health Service (Primary Ophthalmic Services and Optical Payments) (Miscellaneous Amendments) Regulations 2014;
- The Health Care and Associated Professions (Indemnity Arrangements) Order 2014;
- The Care Act 2014 (Health Education England and the Health Research Authority) (Consequential Amendments and Revocations) Order 2015;
- The National Health Service (Primary Dental Services and General Ophthalmic Services) (Miscellaneous Amendments and Transitional Provision) Regulations 2015;
- The Social Services and Well-being (Wales) Act 2014 (Consequential Amendments) (Secondary Legislation) Regulations 2016;
- The National Health Service (Primary Dental Services and General Ophthalmic Services) (Amendment) Regulations 2017;
- The National Health Service (Coronavirus) (Charges and Further Amendments Relating to the Provision of Primary Care Services During a Pandemic etc.) Regulations 2020; and
- The Health Education England (Transfer of Functions, Abolition and Transitional Provisions) Regulations 2023;

which are published on the government website [legislation.gov.uk](https://www.legislation.gov.uk).

For the avoidance of doubt nothing in this notice shall affect accrued rights or liabilities up to the date of the variation.

We request you to acknowledge receipt of this notice by signing and returning the enclosed duplicate of it.

Dated:

Signed:

on behalf of NHS England

Print name:

Wording of Variations

General Variations

1. In clause 113, **replace** both references to “the Board” with “the Commissioner, *NHS England*”;
2. **Replace** all other references to “the Board” with “the Commissioner”;
3. In clauses 13, 32, 41, 42, 43, 44, 55, 60, 61, 62, 63, 64, 76, 85, 88, 90, 101, 102, 104, 105, 106, 107, 108, 109, 110, 111, 112, 152 and 160, **replace** the words “[Clause [x] is spare].” with the words “Not used.”

Clause 1

4. **Insert** the following new definitions:

““electronic form” means the submission of information electronically via a computer system approved by the Commissioner;

“integrated care board” means an integrated care board established under Chapter A3 of Part 2 of *the Act*;

“NHS England” means the body corporate established under section 1H of *the Act*”.

5. In the definition of “local authority”, after the words “(Scotland) Act 1994” **insert** the words “, or the council of a county or county borough in Wales;”.

Clause 2

6. Immediately after clause 2.10, **insert** the following new clause:

“2.11 Where under section 65Z5 of *the Act* a relevant body (as defined therein) has arranged for functions exercisable by it to be exercised by or jointly with one or more other bodies, a reference to that relevant body shall, as the context requires, include a

reference to the body or bodies exercising the functions in question (and vice versa)".

Clause 34

7. Immediately after clause 34, **insert** the following new clauses:

"34A. Where, by virtue of clauses 30 to 34, a person is required to complete or sign any or any part of a sight test form or prescription form, but as a consequence of a disease being, or in anticipation of a disease being imminently—

34A.1. pandemic; and

34A.2. a serious risk or potentially a serious risk to human health,

the Secretary of State has made an announcement to the effect that, in order to assist in the management of the serious risk or potentially serious risk to human health, for the period specified in the announcement, that requirement is to be waived or modified in the manner specified in the announcement, that requirement is waived or is as modified in the specified manner for the specified period.

34B. Modifications under clause 34A may include modifications imposing requirements on a person other than the person who, but for the announcement, would be required to complete or sign any or any part of a form.

34C. An announcement under clause 34A may be withdrawn or amended at any time."

Clause 45

8. In clause 45.1, **delete** the words “of a Primary Care Trust in England”.

Clause 46

9. In clause 46.1, **delete** the words “and the name and address of the Primary Care Trust on whose *ophthalmic performers* list the practitioner appears”.

Clause 74

10. Immediately after clause 74.3, **insert** the following new clause:

“Duty as to education and training

- 74A. The Contractor must co-operate with *the Secretary of State* in the discharge of the duty under section 1F of *the Act* (duty as to education and training), or co-operate with *NHS England* where *NHS England* is discharging that duty by virtue of section 97 of the Care Act 2014.”.

Clause 78

11. In clause 78, **replace** the words “section 8” with the words “section 125A”.

Clause 83

12. In clause 83, after the words “any such claim” **insert** the words “which may be submitted in either *electronic form* or on paper and”.

Clause 84

13. **Replace** clause 84 with:

“A signatory or counter-signatory is to sign any electronic claim or paper claim in digital ink or in ink with his initials or forename and with his surname in his own handwriting and not by means of a stamp or reproduced image.”.

Clause 89

14. **Replace** clause 89 with:

“89. The Contractor shall at all times have in force in relation to it:

89.1 an *indemnity arrangement* which provides *appropriate cover*; and

89.2 public liability insurance in relation to liabilities to third parties arising under or in connection with the Contract which are not covered by the *indemnity arrangement*.”.

Clause 91

15. In clause 91.1, **replace** the first word ““insurance”” the first time it appears with the words ““indemnity arrangement””.

16. Immediately after clause 91.1, **insert** the following new clause:

“91.1.A “appropriate cover” means cover against liabilities that may be incurred by the Contractor in the performance of clinical services under the Contract, which is appropriate, having regard to the nature and extent of the risks in the performance of such services.”.

17. **Replace** clause 91.2 with:

“91.2. a Contractor shall be regarded as having in force in relation to its employees an *indemnity arrangement* if there is in force in relation to that employee an *indemnity arrangement* in connection with clinical services which that employee provides under the Contract.”.

Clause 118

18. **Replace** clause 118 with:

“118. Where legal proceedings have commenced before 1 July 2015, which relate to any dispute arising out of or in connection with the Contract, except matters dealt with under the complaints procedure set out in Part 18 of this Contract, the dispute may be referred for consideration and determination to the Secretary of State, if:

118.1 the Commissioner so wishes and the Contractor has agreed in writing; or

118.2 the Contractor so wishes (even if the Commissioner does not agree).

118A. Any dispute arising out of or in connection with the Contract where clause 118 does not apply, except matters dealt with under the complaints procedure set out in Part 18 of this Contract, may be referred for consideration and determination to the Secretary of State, if:

118A.1 it relates to a period when the Contractor was a health service body, by the Contractor or the Commissioner; or

118A.2 in any other case, by the Contractor or, if the Contractor agrees in writing, by the Commissioner.”.

Clause 120

19. In clause 120, if the words “clause 118 above” appear, **replace** those words with the words “clause 118 or 118A”.

20. Immediately after clause 120, **insert** the following new clause:

“120A. Where the Contractor or the Commissioner –

120A.1 has referred the matter to the *NHS dispute resolution procedure* before the Contractor ceases to be a *health service body*, or

120A.2 refers any matter to the *NHS dispute resolution procedure* in accordance with paragraph 29(1)(a) of Schedule 1 of the Regulations, after the Contractor ceases to be a *health service body*,

the Contractor is to continue to be treated as a *health service body* (and accordingly the Contract is to continue to be regarded as a *NHS contract*) for the purpose of the consideration and determination of the dispute.”.