



# **General Ophthalmic Services Mandatory Contract Variation Notice 2018**

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<b>Action Required</b>	To be adhered to by all Commissioners of Primary Care Ophthalmic Services
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**Document Status**

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## **General Ophthalmic Mandatory Services Model Contract Agreement Variation Notice – July 2018**

The text of the General Ophthalmic Mandatory Services Variation Notice July 2018 has been prepared by the Operations & Information Directorate, NHS England and has been approved by the legal team. It is prepared on the basis that the numbering adopted in the signed contract follows that used in the model General Ophthalmic Mandatory Services Contract dated April 2013.

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The National Health Service Commissioning Board was established on 1 October 2012 as an executive non-departmental public body. Since 1 April 2013, the National Health Service Commissioning Board has used the name NHS England for operational purposes

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## General Ophthalmic Mandatory Services Model Contract Variation Notice – [ ] 2018

Dear Sir/Madam

### Notice of Variation to your General Ophthalmic Mandatory 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 mandatory 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 comply with the terms of the:

- National Health Service, (Primary Ophthalmic Services and Optical Payments) (Miscellaneous Amendments) Regulations 2014;
- Health Care and Associated Professions (Indemnity Arrangements) Order 2014;
- National Health Service, (Primary Dental Services and General Ophthalmic Services) (Miscellaneous Amendments and Transitional Provision) Regulations 2015;
- National Health Service, (Primary Dental Services and General Ophthalmic Services) (Amendment) Regulations 2017;
- For the avoidance of doubt nothing in this agreement shall affect accrued rights or liabilities up to the date of the variation;

and are published on the government website [legislation.gov.uk](http://legislation.gov.uk).

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

### Background

No variations.

### Clause 1

1. Immediately after the **definition of "contract disqualification order"**, the following new definition is inserted:

**"electronic form"** means the submission of information electronically via a computer system approved by the Board;

2. The following amendments are made to footnote number 5:

2.1 After "Directions", substitute "2015" for "2013".

2.2 After "were", substitute "issued on 5<sup>th</sup> August 2015" for "signed on 26<sup>th</sup> March 2013".

### Clauses 2 to 12

No variations.

### Clause 13

3. In **Clause 13**, substitute "Not used." for "[Clause 13 is spare]."

### Clauses 14 to 31

No variations.

### Clause 32

4. In **Clause 32**, substitute "Not used." for "[Clause 32 is spare]."

### Clauses 33 to 40

No variations.

### Clauses 41 to 44

5. Immediately after **Clause 40**, the words "[Clauses 41 to 44 are spare]" are deleted and the following words are inserted:

"41. Not used.

42. Not used.

43. Not used.

44. Not used."

### **Clauses 45 to 55**

6. Immediately after **Clause 54**, substitute "55. Not used." for "[Clauses 41 to 44 are spare]".

### **Clauses 56 to 59**

7. Immediately after **Clause 59**, the words "[Clauses 60 to 64 are spare]" are deleted and the following words are inserted:

"60. Not used.  
61. Not used.  
62. Not used.  
63. Not used.  
64. Not used."

### **Clauses 60 to 71**

No variations.

### **Clause 72**

8. In **Clause 72**, substitute "2013" for "2012".

### **Clause 73 to 75**

No variations.

### **Clause 76**

9. Immediately after **Clause 75.3**, substitute "76. Not used." for "[Clause 76 is spare]".

### **Clause 77 to 82**

No variations.

### **Clause 83**

10. In **Clause 83**, after "any such claim" insert "which may be submitted in either *electronic form* or on paper and",

### **Clause 84**

11. **Clause 84** is substituted as follows:

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"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 this surname in his own handwriting and not by means of a stamp or reproduced image."

### Clause 85

12. Immediately after **Clause 84**, substitute "85. Not used." for "[Clause 85 is spare]".

### Clause 86 to 87

No variations.

### Clause 88

13. Immediately after **Clause 87**, substitute "87. Not used." for "[Clause 88 is spare]".

### Clauses 89 to 91

14. **Clauses 89, 90 and 91** are substituted as follows:

"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*."

90. Not Used.

91. For the purposes of this Part-

91.1. "*indemnity arrangement*" means a contract of insurance or other arrangement made for the purpose of indemnifying the Contractor;

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.

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 92 to 100

No variations.

### Clauses 101 and 102

15. Immediately after **Clause 100**, the words "[Clauses 101 to 102 are spare]" are deleted and the following words are inserted:

"101. Not used.  
102. Not used."

### Clauses 102 to 103

No variations.

### Clauses 104 to 112

16. Immediately after **Clause 102**, the words "[Clauses 104 to 112 are spare]" are deleted and the following words are inserted:

"104. Not used.  
105. Not used.  
106. Not used.  
107. Not used.  
108. Not used.  
109. Not used.  
110. Not used  
111. Not used  
112. Not used"

### Clauses 113 to 117

No variations.

### Clause 118

17. **Clauses 118** is substituted as follows:

"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 Board so wishes and the Contractor has agreed in writing; or

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

18. Immediately after **Clause 118** the following new clause is inserted:

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"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 Board; or

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

### Clause 119

19. In **Clause 119**, after the words "clause 118" insert "or clause 118A,".

### Clause 120

20. In **Clause 120**, after the words "clause 118" insert "or clause 118A".

21. Immediately after **Clause 120**, the following new clause is inserted:

"120A. Where the Contractor or the Board –

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."

### Clauses 121 to 151

No variations.

### Clause 152

22. Immediately after **Clause 151**, substitute "152. Not used." for "[Clause 152 is spare]".

### Clauses 153 to 159

No variations.

### Clause 160

23. Immediately after **Clause 159**, substitute "160. Not used." for "[Clause 160 is spare]".

**Clauses 161 to 211**

No variations.

**Schedules 1 to 2**

No variations.