



## MANAGING GOS CONTRACTS IN ENGLAND

### Guidance

from

**Association of British Dispensing Opticians  
Association of Optometrists  
British Medical Association  
Federation of Ophthalmic and Dispensing Opticians**

24 November 2008

The following guidance is offered to General Ophthalmic Services (GOS) contractors in England. It will be updated from time to time.

The guidance covers the contracts for mandatory services (sight testing in a practice) and additional services (domiciliary sight testing). It follows the order of the parts of the contracts. (Specific references are to the mandatory services contract unless otherwise indicated.)

#### **1. NHS Contract/Health Service Body**

Your contract is a NHS contract, if you elect to be a health service body. Otherwise, it is a non-NHS contract. However, whether the contract is a NHS or a non-NHS contract, the contents of the contract are exactly the same except on the one point about being a health service body or not (Part 3 Clause 14).

Electing to be a health service body means that you agree to participate in the NHS internal procedures – which has a binding arbitration mechanism - for resolving any dispute between you as a contractor and the PCT regarding the contract.

Under a NHS contract, either the contractor or the PCT can refer a matter to the NHS Dispute Resolution procedure without the other's consent.

Under a non-NHS contract, the contractor can refer a matter to the NHS Dispute Resolution procedure without the PCT's consent; but the PCT cannot refer a matter to the procedure without the contractor's consent.

You can change your choice of being a health service body or not, by informing the PCT.

For the procedures relating to the resolution of disputes, see also Part 18 Clauses 117-123.

## **2. Premises (clause 24)**

You will need to inform the PCT of any relocation of practice premises, as the contract is specific to the address(es) included at the time of signing the contract.

## **3. Mixing of GOS and Private Services**

The contract prohibits contractors from, in effect, misleading GOS patients about the contents of a GOS sight test (Part 7 Clause 26). Regulations stipulate the general contents of a sight test, but the exact procedures of the sight test will vary according to the clinical circumstance of patients. Check with your professional body what is expected from you. See in particular the AOP's Sight Test Resource Pack on its website ([www.aop.org.uk](http://www.aop.org.uk)) by typing 'sight test' in the search engine.

## **4. Infection Control and Safety of Public**

The contract requires the contractor to have 'appropriate arrangements for infection control and decontamination' (Part 7 Clause 28). ABDO ([www.abdo.org.uk](http://www.abdo.org.uk)) and The College of Optometrists ([www.college-optometrists.org](http://www.college-optometrists.org)) have published advice on this subject as part of their guidelines on professional practice. Contractors should consider including the advice in their practice manuals.

Contractors' obligations relating to health and safety are part of the general obligations under the law and are not new. Similarly, practices which assemble frames and lenses to make corrective spectacles are required (as before) to register with the Medical Healthcare products Regulatory Agency (MHRA).

## **5. Reporting to GPs**

Contractors and performers are still required to report the results of their sight tests on sufferers of glaucoma or diabetes to a patient's general medical practitioner, despite the lobbying by the profession's representative bodies (Part 8 Clause 32). Local Optical Committees (LOCs) are advised to seek the cooperation of Local Medical Committees (LMCs) on reducing the bureaucratic burden on both professions.

## **6. Patients' Eligibility for GOS**

The criteria for determining whether a patient is eligible have not changed (Part 9 Clauses 35-38) and are explained in the professional bodies' separate guidance *Making Accurate Claims in England*.

## **7. Refusal to Provide GOS**

The contract makes explicit the existing prohibition that a contractor cannot make provision of an NHS sight test conditional on the patient's agreeing to buy spectacles from them. (See *Mixing of GOS and Private Services* above.)

The contract makes explicit what could previously be inferred from the general law on discrimination, namely that a contractor cannot refuse to test the sight of a patient on grounds of his/her race, gender and so on (Part 9 Clause 39). While continuing to allow a contractor to refuse to test the sight of an individual patient who might be abusive or inebriated for example (as was the case before), the contractor is now required to record the reason for the refusal.

In the case of a refusal to provide GOS to a domiciliary patient, the contractor is similarly required to record the reason for the refusal (Part 9 Clause 40 of the additional services contract).

The PCT may take the view that a contractor cannot refuse to see a domiciliary patient because the patient lives too far away. However, the representative bodies believe that, in those circumstances, the PCT would have to pass a test of reasonableness and could not insist on the contractor visiting the patient, if for example another contractor having an additional services contract was situated in the patient's vicinity.

## **8. Clinical References**

Ophthalmic practitioners who perform GOS in England must be included on an Ophthalmic Performers List of a PCT in England and not be suspended from that list or from the GOC Register (Part 10 Clauses 45 - 46).

Contractors are required to obtain and be satisfied by the clinical references of the optometrists and OMPs whom they employ to perform GOS (Part 10 Clause 47).

A pro-forma information sheet relating to prospective performers (containing verifiable information to be completed by the performer) for employers is contained in APPENDIX ONE attached. For contractors asked to act as a referee, an example of what a clinical reference might contain is contained APPENDIX TWO attached.

The contract does not stipulate that contractors must arrange for their staff to be checked by the Criminal Records Bureau (CRB), although contractors may choose to do so.

If the engagement of a practitioner is urgently needed and there is no time to satisfy the requirements above, the contractor may engage the practitioner on a temporary basis for up to 14 days, whilst references are obtained; and for a further 14 days, if the contractor has good reason to believe that the referee is ill, on holiday or otherwise temporarily unavailable.

If the contractor engages the same practitioner on more than one occasion within a period of six months, the contractor may rely on the references obtained on the first occasion, provided the references are no more than twelve months old.

## **9. Patient records (clause 52)**

Although it is the individual practitioner's professional responsibility to keep good records, the contract places responsibility on the contractor to ensure that this is taking place and that records are 'full, accurate and contemporaneous'.

For disposal of records, please see below.

#### **10. Information to Patients (clause 57)**

As under the old GOS contract, the contractor must display a notice approved by the PCT indicating the services available to patients under the contract, its commitment to health and safety obligations, a description of the patients who are eligible for NHS services, and information about the complaints procedure. An approved model can be downloaded from the PCC website (<http://www.pcc.nhs.uk/298>).

#### **11. Notifications to PCT (clauses 66 – 68)**

The Contractor must notify the PCT of any serious incident or circumstances that may affect the performance of the contract, including any movement of practitioners engaged by the contractor and any changes in directors and secretary of a corporate contractor.

#### **12. Gifts**

The contract requires the contractor to keep a register of any gift valued at more than £100 and received by him/her and/or his/her spouse and staff (Part 15 Clauses 92-97). Donors must be identifiable, and the register can be inspected by the PCT.

#### **13. Complaints**

While the obligation on contractors to have a complaints procedure is not new, the contractor is now obliged to inform the PCT regularly of the number of complaints which the contractor has received (Part 17 Clause 115) at an interval to be agreed with the PCT. The professional bodies recommend strongly that the period of reporting should be a year (ideally reporting by 30 June in respect of the financial year ended 31 March). The period should be negotiated with the PCT by the LOC.

#### **14. CRB Checks**

Contractors and applicants for a contract, who are convicted of certain criminal offences, can or must have their GOS contract suspended or terminated by the PCT (Part 19 Clauses 150-161). Consequently, in certain cases, PCTs may wish to arrange for applicants for a contract to be 'CRB-checked' in advance of being granted a contract. If so, PCTs are liable for the cost of such checks.

The Department of Health's guidance also makes clear that enhanced CRB checks for optometrists and OMPs (if required) are to be funded by the PCT in the same way as for other contractor professions.

#### **15. Acknowledgement of Remedial or Breach Notice**

PCTs are required to issue remedial or breach notices to contractors in certain circumstances (Part 19 Clauses 162-169).

A pro-forma acknowledgement of receipt of such a notice by a contractor is contained in APPENDIX THREE of this guidance.

## **16. Patients' Records on Termination of Contract**

The termination clauses of the contract are so worded as to imply that PCTs can take possession of a contractor's GOS patients' records on termination of the contract (Part 19 Clause 188). This was never the intention except in the exceptional circumstances that the records were likely to be scrapped and the patient information lost.

Consequently the Department of Health has confirmed that, in normal circumstances, the 'departing' contractor should expect to be able to sell the records to another contractor or applicant for a contract in the normal way. See the notice on Patient Records under Eye Care: Legislation and Guidance on the website of Primary Care Contracting <http://www.pcc.nhs.uk/298>

The optical and representative bodies are investigating further the data protection aspects of the transfer of records and will provide further advice in due course. In the meantime, if you are thinking of selling your practice, buying a practice or taking on the records from a closing practice, please contact your representative body.

## **17. Contract List Numbers**

As each contract between a PCT and contractor is now unique, PCTs are free to develop their own contract list numbers. In many cases, PCTs will opt to retain their old ophthalmic list numbers. But this will not universally be the case.

The optical representative bodies are lobbying hard for a national system - for simplicity's sake - and the recent development of a unique NHS Connecting for Health site identifier may help. We will keep members informed of any developments.

## **18. Clinical Governance**

Although Clinical Governance is very much recommended as a matter of best practice, it is not a contractual requirement under GOS. The representative bodies therefore repeat their earlier advice that, if PCTs need information from the *Quality in Optometry* Framework, this should be negotiated locally by the LOC in return for a reasonable fee or equivalent.

This view has been confirmed by the Department of Health to the National Representative Bodies, most recently within the forum of the Optometric Fees Review Committee (OFRC).

The pressures to oblige contractors to comply with PCTs' own clinical governance requirements may well become even greater with the publication later in the year of the national working party reports on Revalidation and Tackling Concerns Locally. These should be strongly resisted until such time as a sensible national fee has been negotiated.

If any contractor comes under pressure to comply, would you please alert your LOC who will in turn alert the LOC Support Unit who will be monitoring this situation on behalf of the National Representative Bodies by using the pro-forma in APPENDIX FOUR.

## 19. PCT Requests for Additional Information

Under the new contract, PCTs have the right to ask contractors for additional information in connection with the contract. We are very keen to avoid PCTs increasing burdens on contractors and would be grateful if any additional information requirements could be notified to your LOC and thence to the LOC Support Unit who, again, will be monitoring the national situation on behalf of the national representative bodies.

For further information, please contact:

Tony Garrett  
ABDO  
020 7298 5100  
[tgarrett@abdo.org.uk](mailto:tgarrett@abdo.org.uk)

Richard Carswell  
AOP  
020 7207 2193  
[richardcarswell@aop.org.uk](mailto:richardcarswell@aop.org.uk)

Will Frost  
BMA  
020 7387 4499  
[WFrost@bma.org.uk](mailto:WFrost@bma.org.uk)

David Hewlett  
FODO  
020 7298 5151  
[david@fodo.com](mailto:david@fodo.com)

## **APPENDIX ONE PRO-FORMA**

### **Information about Prospective Performers of GOS in England**

#### **Clinical Reference – verifiable information**

A contractor operating under the General Ophthalmic Service Contracts Regulations 2008, is required to obtain, and be satisfied with, clinical references for an ophthalmic practitioner it employs to perform ophthalmic services under contract. In order to assist with this, please provide the following information:

#### **1) Personal details**

Name	
Address	
Telephone	
Email	

#### **2) Qualifications and registration**

Qualification(s)		
Date(s) obtained		
Institute(s) from which qualification obtained		

GOC / GMC number	
Date of first full registration	

#### **3) PCT list details**

Name of PCT	
Address	
Contact name and telephone number	

Performers List Number	
------------------------	--

**4) Employment history**

Name of employer	Start / End dates

(continue on separate sheet if necessary)

5) Where employment has not been continuous since first registration, please provide details of any significant breaks in employment history, and reasons for these breaks.

--

**6) Reference from most recent employer**

Name of Employer	
Address	
Contact name and telephone number	

(if more than one employer in the last 3 years, please provide contact details of at least two employers from this period)

**7) Most recent post**

Job Title	
Description of role and activities	

I can confirm that I am not the subject of an unresolved investigation by a professional or regulatory body relating to my clinical practice. (If unable to confirm, please provide details)

I consent to your contacting any previous employer(s) for references and to check that the details on this form are correct.

I consent to your contacting the PCT, on whose performers list I am included, to check whether my inclusion on the list has been suspended, or is subject to conditions.

I confirm that my registration with the GOC/GMC is current and is not subject to conditions.

I consent to notify you within seven days of any material changes to the information provided above.

I recognise that I may invalidate my application for employment if any information given above is incorrect or misleading.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **APPENDIX TWO PRO-FORMA**

### **Letter of Reference**

[Address]

[Date]

Dear

I can confirm that {name} was employed / engaged by this practice / company from {start date} to {end date} in the capacity of {job title}.

Role responsibilities included (eg conducting private eye-examinations; conducting sight-tests under GOS; writing referral letters; fitting contact lenses; ophthalmic dispensing etc – please list as appropriate)

I can confirm that {name} performance and attitude were satisfactory. No concerns about their clinical practice during this period of employment / engagement have been raised.

\*{Name} is skilled in (details of skills) and is also (characteristics eg reliable / a good communicator / liked by patients etc)

I can be contacted on {telephone number and/or email} if you wish to verify this reference.

(name and capacity of signee)

\*optional information

**APPENDIX THREE PRO-FORMA**

**Acknowledgement of Receipt of Remedial or Breach Notice from PCT**

[to be sent within 28 days at the latest]

I [name of contractor] acknowledge receipt of your [remedial/breach] notice and undertake to:

[either]

remedy the breach as specified by the PCT to the satisfaction of the PCT within the specified notice period.

[or]

not to repeat the breach specified by the PCT.

Yours etc.

## **APPENDIX FOUR PRO-FORMA**

### **Additional Information/Clinical Governance Requests/Demands by PCTs**

1. Additional Information Asked For

Please provide details

2. Name of PCT

Please provide

3. Is this a clinical governance request

- a) Yes
- b) No
- c) Don't know
- d) Other

If d) please give details

4. Had this request been agreed locally with the LOC?

- a) Yes
- b) No
- c) Don't know
- d) Other

If d) please give details

5. Was this request made to all practices in your PCT area?

- a) Yes
- b) No
- c) Don't know
- d) Other

If d) please give details

6. Was this request made only to your practice?

- a) Yes
- b) No
- c) Don't know
- d) Other

If d) please give details

7. Was this request directed at a specific group of practices?

- a) Yes
- b) No
- c) Don't know
- d) Other

If d) please give details

8. How was the request made?

- a) Email
- b) Letter
- c) LOC Local Meeting
- d) Other

If d) please specify

9. Was the request put forward

- a) As a proposal for discussion
- b) As an instruction
- c) Other?

If c) please give details

10. Was the request linked to any specific clause in the new contract or regulations?

- a) Yes

Please give details if possible

- b) No
- c) Don't know
- d) Other

If d) please give details

11. Name and address of practice, telephone number and email

12. Name of person to contact at practice if different

13. If the National Negotiating Bodies need to use this information may they use it

- |    |  |        |
|----|--|--------|
| a) | On a named base                        | Yes/No |
| b) | On an anonymised single example basis  | Yes/No |
| c) | On an aggregate anonymised basis       | Yes/No |
| d) | Not at all other than in generalities? | Yes/No |

14. Please email this information to [LOCSU] copied to your LOC.

15. Date

Name of person reporting and contact details

16. Thank you for your help and co-operation. By working together we can ensure that the new GOS contract in England is implemented smoothly and appropriately to meet the legitimate needs of the NHS without overburdening practices with unnecessary requests for information.

ABDO/AOP/BMA/FODO