

Classification: Official

Publication approval reference: PAR830_ii



Eye Health Policy Book: Appendices

Version 2, November 2021

Eye Health Policy Book - Appendices

Version number: 2.0

Any changes since v1.0 (April 2018) are highlighted in yellow

First published: 12 January 2016

Updated: 1 April 2021

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Classification: OFFICIAL

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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Annex 3.1 Extracts from Legislation

THE NHS ACT 2006 – SECTIONS 13C – 13Q

General duties of the Board

[References to "the Board" are to NHS England]

13C Duty to promote NHS Constitution

- (1) The Board must, in the exercise of its functions—
 - (a) act with a view to securing that health services are provided in a way which promotes the NHS Constitution, and
 - (b) promote awareness of the NHS Constitution among patients, staff and members of the public.
- (2) In this section, "patients" and "staff" have the same meaning as in Chapter 1 of Part 1 of the Health Act 2009 (see section 3(7) of that Act).

13D Duty as to effectiveness, efficiency etc.

The Board must exercise its functions effectively, efficiently and economically.

13E Duty as to improvement in quality of services

- (1) The Board must exercise its functions with a view to securing continuous improvement in the quality of services provided to individuals for or in connection with--
 - (a) the prevention, diagnosis or treatment of illness, or
 - (b) the protection or improvement of public health.
- (1) In discharging its duty under subsection (1), the Board must, in particular, act with a view to securing continuous improvement in the outcomes that are achieved from the provision of the services.
- (2) The outcomes relevant for the purposes of subsection (2) include, in particular, outcomes which show--
 - (a) the effectiveness of the services,
 - (b) the safety of the services, and
 - (c) the quality of the experience undergone by patients.

- (3) In discharging its duty under subsection (1), the Board must have regard to--
 - (a) any document published by the Secretary of State for the purposes of this section, and
 - (b) the quality standards prepared by NICE under section 234 of the Health and Social Care Act 2012.

13F Duty as to promoting autonomy

- (1) In exercising its functions, the Board must have regard to the desirability of securing, so far as consistent with the interests of the health service--
 - (a) that any other person exercising functions in relation to the health service or providing services for its purposes is free to exercise those functions or provide those services in the manner it considers most appropriate, and
 - (b) that unnecessary burdens are not imposed on any such person.
- (2) If, in the case of any exercise of functions, the Board considers that there is a conflict between the matters mentioned in subsection (1) and the discharge by the Board of its duties under sections 1(1) and 1H(3)(b), the Board must give priority to those duties.

13G Duty as to reducing inequalities

The Board must, in the exercise of its functions, have regard to the need to--

- (a) reduce inequalities between patients with respect to their ability to access health services, and
- (b) reduce inequalities between patients with respect to the outcomes achieved for them by the provision of health services.

13H Duty to promote involvement of each patient

The Board must, in the exercise of its functions, promote the involvement of patients, and their carers and representatives (if any), in decisions which relate to--

- (a) the prevention or diagnosis of illness in the patients, or
- (b) their care or treatment.

13I Duty as to patient choice

The Board must, in the exercise of its functions, act with a view to enabling patients to make choices with respect to aspects of health services provided to them.

13J Duty to obtain appropriate advice

The Board must obtain advice appropriate for enabling it effectively to discharge its functions from persons who (taken together) have a broad range of professional expertise in--

- (a) the prevention, diagnosis or treatment of illness, and
- (b) the protection or improvement of public health.

13K Duty to promote innovation

- (1) The Board must, in the exercise of its functions, promote innovation in the provision of health services (including innovation in the arrangements made for their provision).
- (2) The Board may make payments as prizes to promote innovation in the provision of health services.
- (3) A prize may relate to--
 - (a) work at any stage of innovation (including research);
 - (b) work done at any time (including work before the commencement of section 23 of the Health and Social Care Act 2012).

13L Duty in respect of research

The Board must, in the exercise of its functions, promote--

- (a) research on matters relevant to the health service, and
- (b) the use in the health service of evidence obtained from research.

13M Duty as to promoting education and training

The Board must, in exercising its functions, have regard to the need to promote education and training for the persons mentioned in section 1F (1) so as to assist the Secretary of State in the discharge of the duty under that section.

13N Duty as to promoting integration

- (1) The Board must exercise its functions with a view to securing that health services are provided in an integrated way where it considers that this would--
 - (a) improve the quality of those services (including the outcomes that are achieved from their provision),

- (b) reduce inequalities between persons with respect to their ability to access those services, or
 - (c) reduce inequalities between persons with respect to the outcomes achieved for them by the provision of those services.
- (2) The Board must exercise its functions with a view to securing that the provision of health services is integrated with the provision of health-related services or social care services where it considers that this would--
 - (a) improve the quality of the health services (including the outcomes that are achieved from the provision of those services),
 - (b) reduce inequalities between persons with respect to their ability to access those services, or
 - (c) reduce inequalities between persons with respect to the outcomes achieved for them by the provision of those services.
- (3) The Board must encourage clinical commissioning groups to enter into arrangements with local authorities in pursuance of regulations under section 75 where it considers that this would secure--
 - (a) that health services are provided in an integrated way and that this would have any of the effects mentioned in subsection (1)(a) to (c), or
 - (b) that the provision of health services is integrated with the provision of health-related services or social care services and that this would have any of the effects mentioned in subsection (2)(a) to (c).
- (4) In this section--

"health-related services" means services that may have an effect on the health of individuals but are not health services or social care services;

"social care services" means services that are provided in pursuance of the social services functions of local authorities (within the meaning of the Local Authority Social Services Act 1970).

130 Duty to have regard to impact on services in certain areas

- (1) In making commissioning decisions, the Board must have regard to the likely impact of those decisions on the provision of health services to persons who reside in an area of Wales or Scotland that is close to the border with England.
- (2) In this section, "commissioning decisions", in relation to the Board, means decisions about the carrying out of its functions in arranging for the provision of health services.

13P Duty as respects variation in provision of health services

The Board must not exercise its functions for the purpose of causing a variation in the proportion of services provided as part of the health service that is provided by persons of a particular description if that description is by reference to—

- (a) whether the persons in question are in the public or (as the case may be) private sector, or
- (b) some other aspect of their status.

13Q Public involvement and consultation by the Board

- (1) This section applies in relation to any health services which are, or are to be, provided pursuant to arrangements made by the Board in the exercise of its functions ("commissioning arrangements").
- (2) The Board must make arrangements to secure that individuals to whom the services are being or may be provided are involved (whether by being consulted or provided with information or in other ways) –
 - (a) in the planning of the commissioning arrangements by the Board,
 - (b) in the development and consideration of proposals by the Board for changes in the commissioning arrangements where the implementation of the proposals would have an impact on the manner in which the services are delivered to the individuals or the range of health services available to them, and
 - (c) in decisions of the Board affecting the operation of the commissioning arrangements where the implementation of the decisions would (if made) have such an impact.
- (3) The reference in subsection (2)(b) to the delivery of services is a reference to their delivery at the point when they are received by users.
- (4) This section does not require the Board to make arrangements in relation to matters to which a trust special administrator's report or draft report under section 65F or 65I relates before the Secretary of State makes a decision under section 65K(1), is satisfied as mentioned in section 65KB(1) or 65KD(1) or makes a decision under section 65KD(9) (as the case may be).

THE EQUALITY ACT 2010 - SECTION 149

Advancement of equality

149 Public sector equality duty

- (1) A public authority must, in the exercise of its functions, have due regard to the need to—
 - (a) eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
 - (b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
 - (c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

Annex 4.1 Persons eligible to enter into GOS Contract

Statutory Provisions

Sections 118 and 119 of the NHS Act (extracted in paragraph 2 below) set out the persons that may enter into a GOS contract.

Regulations 3 and 4 of the GOS Regulations (extracted in paragraph 3 below) set out the eligibility criteria that must be satisfied before entering into the GOS contract.

The extracted legislation below is correct as of 1 June 2015

Sections 118 and 119 of the NHS Act 2006

118 Persons eligible to enter into GOS contracts

- (1) The Board may, subject to such conditions and exceptions as may be prescribed, enter into a general ophthalmic services contract with any person¹.
- (2) But it may not enter into such a contract with a person who has been disqualified from doing so by an order of disqualification made by virtue of regulations under section 119.

119 Exclusion of contractors

- (1) The Secretary of State may make regulations conferring on the Board, or another prescribed person, a right to apply to the First-tier Tribunal in prescribed circumstances for an order that a person ("P") be disqualified from entering into a general ophthalmic services contract.
- (2) The regulations may in particular provide for—
 - (a) the review by the First-tier Tribunal of an order of disqualification made by virtue of regulations under this section,
 - (b) what will happen in relation to general ophthalmic services contracts to which P is a party when the order is made.

Regulations 3 and 4 of the GOS Regulations

3. — Conditions: introductory

Subject to the provisions of any regulations made under section 43 of the Health Act 2006 (general ophthalmic services: transitional), and subject to the provisions of any scheme made by the Secretary of State under section 300 (transfer schemes) of the Health and Social Care Act 2012 the Board may only enter into a contract if—

- (a) the conditions set out in regulation 4 are met, and

¹ For the purposes of the Act, "person" includes a body of persons corporate or unincorporated.

- (b) an application to enter into a contract, which complies with Schedule 3, has been made to the Board.

4. — Persons eligible to enter into GOS contracts

- (1) For the purposes of section 118 (persons eligible to enter into GOS contracts) it is a prescribed condition that a person must not fall within paragraph (3).
- (2) The reference to a person in paragraph (1) includes any director, chief executive or secretary of a corporate body.
- (3) A person falls within this paragraph if—
 - (a) it is the subject of a national disqualification or a contract disqualification order;
 - (b) subject to paragraph (4), it is disqualified or suspended (other than by an interim suspension order or direction pending an investigation) from practising by any licensing body anywhere in the world;
 - (c) within the period of 5 years prior to the date the contract is to be commenced or, if earlier, the date on which the contract is to be signed, he has been dismissed (otherwise than by reason of redundancy) from any employment by a health service body, unless he has subsequently been employed by that health service body or another health service body and paragraph (5) applies to him or that dismissal was the subject of a finding of unfair dismissal by any competent tribunal or court;
 - (d) within the period of 5 years prior to the date the contract is to be commenced or, if earlier, the date on which the contract is to be signed, it has been removed from, or refused admission to, a primary care list by reason of inefficiency, fraud or unsuitability (within the meaning of section 151(2), (3) and (4)) (disqualification of practitioners) respectively, unless its name has subsequently been included in such a list;
 - (e) he has been convicted in the United Kingdom of—
 - (i) murder; or
 - (ii) a criminal offence other than murder, committed on or after 14th December 2001, and has been sentenced to a term of imprisonment of over 6 months;
 - (f) it has been convicted of a criminal offence, not falling within subparagraphs (e) or (g), and, in the opinion of the Board, is not a person with whom it ought to contract;
 - (g) subject to paragraph (6), he has been convicted outside the United Kingdom of an offence which would, if committed in England and Wales constitute—

- (i) murder; or
 - (ii) a criminal offence other than murder, and been sentenced to a term of imprisonment of over 6 months;
- (h) he has been convicted of an offence committed on or after 1st April 2006, referred to in Schedule 1 to the Children and Young Persons Act 1933 (offences against children and young persons with respect to which special provisions apply) or Schedule 1 to the Criminal Procedure (Scotland) Act 1995 (offences against children under the age of 17 years to which special provisions apply);
- (i) it has—
 - (i) been adjudged bankrupt or had sequestration of his estate awarded unless (in either case) he has been discharged or the bankruptcy order has been annulled;
 - (ii) been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986 unless that order has ceased to have effect or has been annulled; or
 - (iii) made a composition or arrangement with, or granted a trust deed for, its creditors unless he or it has been discharged in respect of it;
- (j) an administrator, administrative receiver or receiver is appointed in respect of it;
- (k) the Board is not satisfied that the person—
 - (i) has the premises(where applicable), equipment and record keeping arrangements, or
 - (ii) (ii) will employ or engage, by the date the contract is to commence, appropriate staff,to provide the services under the contract;
- (l) the Board is not satisfied that it is a person suitable to provide general ophthalmic services;
- (m) he has within the period of 5 years prior to the date the contract is to commence or, if earlier, the date on which the contract is to be signed—
 - (i) been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commissioners or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated; or

- (ii) been removed under—
 - (aa) section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 (powers of the Court of Session to deal with management of charities), or
 - (bb) section 34(5)(e) of the Charities and Trustee Investment (Scotland) Act 2005 (powers of the Court of Session), from being concerned with the management or control of anybody; or
- (n) he is subject to a disqualification order under the Company Directors Disqualification Act 1986, the Companies (Northern Ireland) Order 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).
- (4) A person does not fall within paragraph (3)(b) where the Board is satisfied that the disqualification or suspension from practising is imposed by a licensing body outside the United Kingdom and that disqualification or suspension does not make the person unsuitable to be, as the case may be—
 - (a) a contractor; or
 - (b) a director, chief executive or secretary of a corporation entering into a contract.
- (5) The condition referred to in paragraph (3)(c) is that, where a person has been employed as a member of a health care profession, any subsequent employment must also be as a member of that profession.
- (6) A person does not fall within paragraph (3)(g) where the Board is satisfied that the conviction does not make the person unsuitable to be, as the case may be—
 - (a) a contractor; or
 - (b) a director, chief executive or secretary of a corporate body entering into a contract.
- (7) For the purposes of paragraph (3)(c) a health service body respectively includes a Strategic Health Authority or a Primary Care Trust which was established before the coming into force of section 33 or 34 of the Health and Social Care Act 2012.

Annex 5.1 Section A – Mandatory Services: Application for a Contract to Provide Ophthalmic Services as an Individual or Partnership

1. Practice details

Practice details	
Practice name:	
Practice trading name (if different):	
Practice address:	
Please confirm that the practice premises will be available for the provision of the services from the proposed GOS contract start date.	Yes / No
Practice telephone number:	
Practice fax number:	
Practice email address:	
VAT registration number:	
GOC number if applicable:	
Remember to tell us if your address changes	

2. General Information

Area	
Please indicate in which area you wish to provide mandatory services	
Performers list	
Is the applicant included in NHS England performers list? If yes, please provide details on a separate sheet.	Yes / No
GOS Regs	
Please confirm whether any part of paragraph 5 of Schedule 3 of the General Ophthalmic Services Regulations 2008 apply to the applicant and if relevant provide details on a separate sheet.	
Other GOS contracts	
Do you have other contracts to provide ophthalmic services? If yes, please provide details on a separate sheet	Yes / No
Health body status	
Do you wish to be considered as a health body for the purposes of this contract?	Yes / No

3. Owner(s)/partner(s)

Full name	Position	General or Limited Partner	Please tick which apply			GOC reg no
			Reg'd opto m	Reg'd OMP	Reg'd DO	

Full name	Position	Lay person

4. Professional staff (employed either directly or indirectly)

Performer(s)			
Full name	DOB	Qualifications	GOC reg no

Dispensing optician(s)			
Full name	DOB	Qualifications	GOC reg no

5. Hours

Hours services provided	
Please note these hours are the times you provide GOS (i.e. when you will have an optometrist or ophthalmic medical practitioner available to test sight under GOS) which may be different from the practice opening times	
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

6. Premises, equipment and record-keeping

Premises	
Size of premises – in particular the rooms that will be available for sight testing	
Waiting areas available – in particular the seating arrangements that are available	
Please supply any other relevant information relating to premises to support your application (continue on a separate sheet if necessary):	
Equipment	
Please list relevant equipment in support of your application (continue on a separate sheet if necessary):	
Record-keeping	
How will individual records be maintained?	Manual / Computerised / Combination
Please specify where the records will be kept and confirm this will be a secure location and by whom	
Please supply any other relevant information relating to record-keeping and information governance arrangements to support your application (continue on a separate sheet if required):	
Please provide the name and position of the person(s) responsible for procedures	

relating to data protection (including confidentiality) and information governance:	
---	--

7. Required documentation

Please enclose the original documentation below with your application	Enclosed ? (tick)
Section B – Signed declaration to support application for a contract to provide ophthalmic services from the individual or each partner	
Evidence of insurance (or where appropriate indemnity arrangements) against liability arising from negligent performance of clinical services under the contract	
Evidence of public liability insurance relating to liabilities to third parties arising under or in connection with the contract that are not covered by the insurance referred to above	
Bank credit authority form	
Any other information the Commissioner may require (please use a separate sheet where needed)	

8. Undertaking and declarations

Undertaking
<p>I undertake to:</p> <ul style="list-style-type: none"> • comply with the General Ophthalmic Service Contracts Regulations 2008 (as amended); • notify the Commissioner within seven days of any material changes to the information provided in the application until the application is finally determined; • provide general ophthalmic services; and • inform the Commissioner whenever changing any of the addresses named in the application for a contract to provide ophthalmic services.

Declarations	
<p>I declare that the information provided in this application is accurate in respect of:</p> <p>_____</p> <p>(name of practice)</p>	
<p>I declare that I have obtained satisfactory clinical references relating to the performers named in this application.</p>	
<p>I understand that if I provide information that is inaccurate or untrue I may be prosecuted, and I declare that the information that I have provided is true and accurate to my best knowledge and belief.</p>	
Signed	
Date	
Name (BLOCK LETTERS)	
Position held (BLOCK LETTERS)	

Please return the application and supporting documentation to:

[Commissioner to insert details]

Annex 5.2 Section A – Additional Services: Application for a contract to Provide Ophthalmic Services as an Individual or Partnership

1. Practice details

Practice details	
Practice name:	
Practice trading name (if different):	
Address for correspondence:	
Please confirm that you will be ready to provide services from the proposed GOS contract start date.	Yes / No
Contact telephone number:	
Contact fax number (if any):	
Contact email address (if any):	
VAT registration number:	
GOC number if applicable:	
Remember to tell us if your address changes	

2. General information

Area	
Please indicate in which area you wish to provide additional services	
Performers list	
Is the applicant included in NHS England performers list? If yes, please provide details on a separate sheet.	Yes / No
Other GOS contracts	
Do you have other contracts to provide ophthalmic services? If yes, please provide details on a separate sheet	Yes / No
Health body status	
Do you wish to be considered as a health body for the purposes of this contract?	Yes / No

3. Owner(s)/partner(s)

Full name	Position	General or Limited Partner	Please tick which apply			GOC reg no
			Reg'd optom	Reg'd OMP	Reg'd DO	

Full name	Position	Lay person

4. Professional staff (employed either directly or indirectly)

Performer(s)			
Full name	DOB	Qualifications	GOC reg no
Dispensing optician(s)			

Full name	DOB	Qualifications	GOC reg no

5. Hours – Not Applicable

6. Equipment and record-keeping

Equipment	
Please list relevant equipment in support of your application (continue on a separate sheet if necessary):	
Record-keeping	
How will individual records be maintained?	Manual / Computerised / Combination
Please specify where the records will be kept and confirm this will be a secure location and by whom	
Please supply any other relevant information relating to record-keeping to support your application (continue on a separate sheet if required):	
Please provide the name and position of the person(s) responsible for procedures relating to data protection (including confidentiality) and information governance:	

7. Required documentation

Please enclose the original documentation below with your application	Enclosed? (tick)
Section B – Declaration to support application for a contract to provide ophthalmic services from the individual or each partner.	
Evidence of insurance or where appropriate) indemnity arrangements) against liability arising from negligent performance of clinical services under the contract.	
Evidence of public liability insurance relating to liabilities to third parties arising under or in connection with the contract that are not covered by the insurance referred to above.	
Bank credit authority form.	
Any other information the Commissioner may require (please use a separate sheet where needed)	

8. Undertaking and declarations

<p>Undertaking</p> <p>I undertake to:</p> <ul style="list-style-type: none"> • comply with the General Ophthalmic Service Contracts Regulations 2008 (as amended); • notify the Commissioner within seven days of any material changes to the information provided in the application until the application is finally determined; • provide general ophthalmic services; and • inform the Commissioner whenever changing any of the addresses named in the application for a contract to provide ophthalmic services.
<p>Declarations</p> <p>I declare that the information provided in this application is accurate in respect of:</p> <p>_____</p> <p>(name of practice)</p>

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I declare that I have obtained satisfactory clinical references relating to the performers named in this application.	
I understand that if I provide information that is inaccurate or untrue I may be prosecuted, and I declare that the information that I have provided is true and accurate to my best knowledge and belief.	
Signed	
Date	
Name (BLOCK LETTERS)	
Position held (BLOCK LETTERS)	

Please return the application and supporting documentation to:

[Commissioner to insert details]

Annex 5.3 Section B – Declaration to Support Application for Contract Provide General Ophthalmic Services as an Individual or Partnership

Section B is to be completed by the individual or each of the partners of the optical practice applying for a contract to provide general ophthalmic services.

1. Personal details

Personal details	
Surname:	
(Dr/Mr/Mrs/Miss/Ms)	
Forename(s):	
Private address:	
Postcode:	
Private telephone number:	
Business telephone number:	
Mobile telephone number:	
Preferred contact number:	Private / Business / Mobile / Other (delete as applicable – if other, please specify)
Preferred contact email address:	
Gender:	Male / Female
Date of birth (dd/mm/yyyy):	
Languages spoken (other than English):	

Remember to tell us if your address changes

2. Performer list

Primary care performers list	
Are you included in the national ophthalmic performers list?	Yes / No

3. Type of practice

Type of practice	
I am applying as:	an individual / a contractor in a partnership / a contractor and performer / a lay person (delete as applicable)

4. Professional experience

Professional experience	
Please provide up-to-date, dated curriculum vitae detailing your professional experience. This must include the start and end dates of each appointment together with an explanation of any gaps between them. If you have been dismissed from any post, you should provide an explanation.	

5. Registration and qualifications

Registration (for completion by optometrist)	
GOC number:	
Date of first registration:	
Registration (for completion by ophthalmic medical practitioner)	
GMC number:	
Date of first registration:	

OQC number:	
Date of first registration:	
Registration (for completion by other healthcare professionals)	
Professional registration number:	
Date of first registration:	
Licensing body:	
Qualifications (for completion by all)	
Qualifications:	
Where were they obtained?	
Date they were obtained?	

6. Required documentation

Please enclose the following document with your application:	Enclosed? (tick)
An up-to-date, dated curriculum vitae, which must include the start and end dates of each appointment together with an explanation for any gaps in service	

7. Declaration and consent

Declaration	
The declaration below is to be completed by each of the individual or each of the partners of the practice applying for a contract to provide ophthalmic services. Please answer yes or no to the following questions:	
(a) Have you any criminal convictions in the United Kingdom?	Yes / No
(b) Have you ever been bound over following a criminal conviction in the United Kingdom?	Yes / No
(c) Have you ever accepted a police caution in the United Kingdom?	Yes / No

(d) Have you ever accepted a conditional offer under section 302 of the Criminal Procedure (Scotland) Act 1995 (fixed penalty: conditional offer by procurator fiscal) or agreed to pay a penalty under section 115A of the Social Security Administration Act 1992 (penalty as alternative to prosecution)?	Yes / No
(e) Have you, in proceedings in Scotland in respect of an offence, been the subject of an order under section 246(2) or (3) of the Criminal Procedure (Scotland) Act 1995 discharging you absolutely?	Yes / No
(f) Have you been convicted elsewhere of an offence, or what would constitute a criminal offence if committed in England and Wales?	Yes / No
(g) Are you currently the subject of any proceedings that might lead to such a conviction, which has not yet been notified to the Commissioner?	Yes / No
(h) Have you ever been the subject to any investigation into your professional conduct by any licensing, regulatory or other body, where the outcome was adverse?	Yes / No
(i) Are you currently the subject to any investigation into your professional conduct by any licensing, regulatory or other body anywhere in the world?	Yes / No
(j) Have you been subject to an investigation into professional or business conduct in respect of any current or previous employment or business where the outcome was adverse?	Yes / No
(k) Are you the subject of any investigation into your professional conduct in respect of any current or previous employment?	Yes / No
(l) To your knowledge, are you the subject of any investigation by the NHS Business Services Authority in relation to fraud, or have you been notified of the outcome of such an investigation, where it was adverse?	Yes / No
(m) Were you the subject of any investigation by a Primary Care Trust ² , which led to your removal from the performers list or termination of any contract with that Primary Care Trust?	Yes / No
(n) Have you ever been removed, contingently removed or suspended from, refused admission to, or conditionally included in	Yes / No

² "Primary Care Trust" encompasses the relevant statutory commissioner prior to, and following, 1 April 2013.

a primary care list?	
(o) Are you the subject of a national disqualification or a contract disqualification order?	Yes / No
(p) Have you been dismissed (otherwise than by reason of redundancy) from any employment by a health service body within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed?	Yes / No
(q) If so, were you subsequently re-employed by that health service body or by another health service body or was that dismissal the subject of a finding of unfair dismissal by any competent tribunal or court?	Yes / No
(r) If so, were you employed as a member of a health care profession and, if so, was any subsequent employment also as a member of that profession?	Yes / No
(s) Have you been removed from, or refused admission to, a performers list by reason of inefficiency, fraud or unsuitability (within the meaning of section 151(2), (3) and (4) of the National Health Service Act 2006) (disqualification of practitioners) respectively within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed?	Yes / No
(t) If so, has your name subsequently been re-included in such a list?	Yes / No
(u) Have you been adjudged bankrupt or had sequestration of your estate awarded unless (in either case) you have been discharged or the bankruptcy order has been annulled?	Yes / No
(v) Have you been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986?	Yes / No
(w) If so, has that order ceased to have effect or has it been annulled?	Yes / No
(x) Have you made a composition or arrangement with, or granted a trust deed for, your creditors?	Yes / No
(y) If so, has it been discharged or have you been discharged in respect of it?	Yes / No
(z) Have you had an administrator, administrative receiver or	Yes / No

receiver appointed in respect of yourself?	
(aa) Within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed, have you been removed from the office of charity trustee or trustee for a charity by an order made by the charity commissioners or the high court on the grounds of any misconduct or mismanagement in the administration of the charity for which you were responsible or to which you were privy, or which you by your conduct contributed to or facilitated?	Yes / No
(bb) Within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed, have you been removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 (powers of the Court of Session to deal with management of charities), from being concerned in the management or control of anybody?	Yes / No
(cc) Within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed, have you been removed under section 34(5) (e) of the Charities and Trustee Investment (Scotland) Act 2005 (powers of the Court of Session) from being concerned with the management or control of anybody?	Yes / No
(dd) Are you subject to a disqualification order under the Company Directors Disqualification Act 1986, the Companies (Northern Ireland) Order 1986 or to an order made under section 429(2) (b) of the Insolvency Act 1986 (failure to pay under county court administration order)?	Yes / No
If you have answered yes to any of the questions in the declaration please provide details, including approximate dates, of where any investigation or proceedings were or are to be brought, the nature of that investigation or proceedings, and any outcome, with an explanation as to why and details of the Commissioner or equivalent body concerned.	
Consent	
<p>I consent to the NHS England requesting from any licensing, regulatory or other body in the United Kingdom or elsewhere, information relating to a current investigation, or an investigation where the outcome was adverse. This consent relates to information relating to my individual registration and that of any body corporate with which I have been a director, chief executive or secretary.</p> <p>I understand that if I provide information that is inaccurate or untrue I may be prosecuted, and I declare that the information that I have provided is true and accurate to my best knowledge and belief.</p>	

Signed	
Dated	
Name (BLOCK LETTERS)	
Position held (BLOCK LETTERS)	

Please return Section B with the practice's application (Section A) and all supporting documentation to:

[Commissioner to insert details]

Annex 5.4 Section A – Mandatory Services: Application for Contract to Provide Ophthalmic Services as a Corporate Body

1. Corporate body details

Corporate body details	
Full name of corporate body:	
Trading name (if different):	
Practice address:	
Head office address:	
Registered address (if different):	
Practice telephone number (Inc. area code):	
Practice fax number (Inc. area code):	
Practice email address:	
Head office telephone number (Inc. area code):	
Head office fax number (Inc. area code):	
Head office email address:	
VAT registration number:	
Company / LLP registration number:	
GOC registration number: Please note: A business that is not using a protected title in its registered name, but uses one in its 'trading as' name, still requires GOC corporate registration to use that title.	

GOC registration date:	
------------------------	--

Remember to tell us if your address(es) changes

2. General information

Area	
Please indicate in which area you wish to provide mandatory services:	
Performers list	
Is the applicant included in NHS England performers list? If yes, please provide details on a separate sheet.	Yes / No
Other GOS contracts	
Do you have other contracts to provide ophthalmic services? If yes, please provide details on a separate sheet	Yes / No
Health body status	
Do you wish to be considered as a health body for the purposes of this contract?	Yes / No

3. Declaration

Declaration	
<p>The declaration below is to be completed on behalf of the corporate body applying for a contract to provide ophthalmic services. This is in accordance with Schedule 3 of the General Ophthalmic Contract Regulations 2008 as amended. Please answer yes or no to the following questions:</p>	
(a) Have you any criminal convictions in the United Kingdom?	Yes / No
(b) Have you ever been bound over following a criminal conviction in the United Kingdom?	Yes / No
(c) Have you ever accepted a police caution in the United Kingdom?	Yes / No
(d) Have you ever accepted a conditional offer under section 302 of the Criminal Procedure (Scotland) Act 1995 (fixed penalty: conditional offer by procurator fiscal) or agreed to pay a penalty under section 115A of the Social Security Administration Act 1992 (penalty as alternative to prosecution)?	Yes / No
(e) Have you, in proceedings in Scotland in respect of an offence, been the subject of an order under section 246(2) or (3) of the Criminal Procedure (Scotland) Act 1995 discharging you absolutely?	Yes / No
(f) Have you been convicted elsewhere of an offence, or what would constitute a criminal offence if committed in England and Wales?	Yes / No
(g) Are you currently the subject of any proceedings which might lead to such a conviction, which has not yet been notified to the Commissioner?	Yes / No
(h) Have you ever been the subject to any investigation into your professional conduct by any licensing, regulatory or other body, where the outcome was adverse?	Yes / No
(i) Are you currently the subject to any investigation into your professional conduct by any licensing, regulatory or other body anywhere in the world?	Yes / No
(j) Have you been subject to an investigation into professional or business conduct in respect of any current or previous employment or business where the outcome was adverse?	Yes / No

(k) Are you the subject of any investigation into your professional conduct in respect of any current or previous employment?	Yes / No
(l) To your knowledge, are you the subject of any investigation by the NHS Business Services Authority in relation to fraud, or have you been notified of the outcome of such an investigation, where it is adverse?	Yes / No
(m) Were you the subject of any investigation by a Primary Care Trust ³ , which led to your removal from the performers list or termination of any contract with that Primary Care Trust?	Yes / No
(n) Have you ever been removed, contingently removed or suspended from, refused admission to, or conditionally included in a primary care list?	Yes / No
(o) Are you the subject of a national disqualification or a contract disqualification order?	Yes / No
(p) Have you been dismissed (otherwise than by reason of redundancy) from any employment by a health service body within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed?	Yes / No
(q) If so, were you subsequently re-employed by that health service body or by another health service body or was that dismissal the subject of a finding of unfair dismissal by any competent tribunal or court?	Yes / No
(r) If so, were you employed as a member of a health care profession and, if so, was any subsequent employment also as a member of that profession?	Yes / No
(s) Have you been removed from, or refused admission to, a performers list by reason of inefficiency, fraud or unsuitability (within the meaning of section 151(2), (3) and (4) of the National Health Service Act 2006) (disqualification of practitioners) respectively within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed?	Yes / No
(t) If so, has your name subsequently been re-included in such a list?	Yes / No
(u) Have you been adjudged bankrupt or had sequestration of your estate awarded unless (in either case) you have been discharged	Yes / No

³ "Primary Care Trust" encompasses the relevant statutory commissioner prior to, and following, 1 April 2013.

or the bankruptcy order has been annulled?	
(v) Have you been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986?	Yes / No
(w) If so, has that order ceased to have effect or has it been annulled?	Yes / No
(x) Have you made a composition or arrangement with, or granted a trust deed for, your creditors?	Yes / No
(y) If so, has it been discharged or have you been discharged in respect of it?	Yes / No
(z) Have you had an administrator, administrative receiver or receiver appointed in respect of yourself?	Yes / No
(aa) Within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed, have you been removed from the office of charity trustee or trustee for a charity by an order made by the charity commissioners or the high court on the grounds of any misconduct or mismanagement in the administration of the charity for which you were responsible or to which you were privy, or which you by your conduct contributed to or facilitated?	Yes / No
(bb) Within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed, have you been removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 (powers of the Court of Session to deal with management of charities), from being concerned in the management or control of anybody?	Yes / No
(cc) Within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed, have you been removed under section 34(5) (e) of the Charities and Trustee Investment (Scotland) Act 2005 (powers of the Court of Session) from being concerned with the management or control of anybody?	Yes / No
(dd) Are you subject to a disqualification order under the Company Directors Disqualification Act 1986, the Companies (Northern Ireland) Order 1986 or to an order made under section 429(2) (b) of the Insolvency Act 1986 (failure to pay under county court administration order)?	Yes / No
If you have answered yes to any of the questions in the declaration please provide	

details on a separate sheet, including approximate dates, of where any investigation or proceedings were or are to be brought, the nature of that investigation or proceedings, and any outcome, with an explanation as to why and details of the Commissioner or equivalent body concerned.

I understand that if I provide information that is inaccurate or untrue I may be prosecuted, and I declare that the information that I have provided is true and accurate to my best knowledge and belief.

Signed	
Dated	

4. Hours

Hours services provided	
Please note these hours are the times you provide GOS (i.e. when you will have an optometrist or ophthalmic medical practitioner available to test sight under GOS) which may be different from the practice opening times	
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	
Sunday	

5. Owners, directors, chief executives, and company secretaries

Full name	Position	Please tick which apply			GOC reg no
		Reg'd optom	Reg'd OMP	Reg'd DO	

Full name	Position	Lay person

6. Professional staff (employed either directly or indirectly)

Performer(s)			
Full name	DOB	Qualifications	GOC reg no
Dispensing optician(s)			
Full name	DOB	Qualifications	GOC reg no

7. Premises, equipment and record-keeping

Premises	
Size of premises – in particular the rooms that will be available for sight testing:	
Waiting areas available – in particular the seating arrangements that are available:	
Please supply any other relevant information relating to premises to support your application (continue on a separate sheet if necessary):	
Equipment	
Please list relevant equipment in support of your application (continue on a separate sheet if necessary):	
Record-keeping	
How will individual records be maintained?	Manual / Computerised / Combination
Where will the records be held and by whom?	
Please supply any other relevant information relating to record-keeping (including the security and confidentiality of records) to support your application (continue on a separate sheet if necessary):	
Please provide the name and position of the person(s) responsible for procedures relating to data protection	

(including confidentiality) and information governance:	
---	--

8. Required documentation

Please enclose the following document with your application:	Enclosed? (tick)
Section B – Declaration to support application for a contract to provide ophthalmic services as a corporate body from each director, the chief executive and company secretary.	
Evidence of insurance (where appropriate indemnity arrangements) against liability arising from negligent performance of clinical services under the contract.	
Evidence of public liability insurance relating to liabilities to third parties arising under or in connection with the contract that are not covered by the insurance referred to above.	
Bank credit authority form.	
Any other information the Commissioner may require (please use a separate sheet where needed)	

9. Undertaking and declarations

Undertaking
<p>I undertake to:</p> <ul style="list-style-type: none"> • comply with the General Ophthalmic Service Contracts Regulations 2008 (as amended); • notify the Commissioner within seven days of any material changes to the information provided in the application until the application is finally determined; • provide general ophthalmic services; and • inform the Commissioner whenever changing any of the addresses named in the application for a contract to provide ophthalmic services.
Declarations
<p>I declare that the information provided in this application is accurate in respect of:</p> <p>_____</p> <p>(name of body corporate)</p>
<p>I declare that I have obtained satisfactory clinical references relating to the</p>

performers named in this application.

I understand that if I provide information that is inaccurate or untrue I may be prosecuted, and I declare that the information that I have provided is true and accurate to my best knowledge and belief.

Signed	
Date	
Name (BLOCK LETTERS)	
Position held (BLOCK LETTERS)	

Please return the application and supporting documentation to:

[Commissioner to insert details]

Annex 5.5 Section A – Additional Services: Application for a Contract to Provide Ophthalmic Services as a Corporate Body

1. Corporate body details

Corporate body details	
Full name of corporate body:	
Trading name (if different):	
Address for correspondence:	
Head office address:	
Registered address (if different):	
Practice telephone number (Inc. area code):	
Practice fax number (Inc. area code):	
Practice email address:	
Head office telephone number (Inc. area code):	
Head office fax number (Inc. area code):	
Head office email address:	
VAT registration number:	
Company or LLP registration number:	
GOC registration number: Please note: A business that is not using a protected title in its registered name, but uses one in its 'trading as' name, still requires GOC corporate registration to use that title.	

GOC registration date:	
Remember to tell us if your address(es) changes	

2. General information

Area	
Please indicate in which area you wish to provide additional services	
Performers List	
Is the applicant included in NHS England performers list? If yes, please provide details on a separate sheet.	Yes / No
Other GOS contracts	
Do you have other contracts to provide ophthalmic services? If yes, please provide details on a separate sheet	Yes / No
Health body status	
Do you wish to be considered as a health body for the purposes of this contract?	Yes / No

3. Declaration

Declaration	
<p>The declaration below is to be completed on behalf of the corporate body applying for a contract to provide ophthalmic services. This is in accordance with Schedule 3 of the General Ophthalmic Contract Regulations 2008 as amended. Please answer yes or no to the following questions:</p>	
(a) Have you any criminal convictions in the United Kingdom?	Yes / No
(b) Have you ever been bound over following a criminal conviction in the United Kingdom?	Yes / No
(c) Have you ever accepted a police caution in the United Kingdom?	Yes / No
(d) Have you ever accepted a conditional offer under section 302 of the Criminal Procedure (Scotland) Act 1995 (fixed penalty: conditional offer by procurator fiscal) or agreed to pay a penalty under section 115A of the Social Security Administration Act 1992 (penalty as alternative to prosecution)?	Yes / No
(e) Have you, in proceedings in Scotland in respect of an offence, been the subject of an order under section 246(2) or (3) of the Criminal Procedure (Scotland) Act 1995 discharging you absolutely?	Yes / No
(f) Have you been convicted elsewhere of an offence, or what would constitute a criminal offence if committed in England and Wales?	Yes / No
(g) Are you currently the subject of any proceedings which might lead to such a conviction, which has not yet been notified to the Commissioner?	Yes / No
(h) Have you ever been the subject to any investigation into your professional conduct by any licensing, regulatory or other body, where the outcome was adverse?	Yes / No
(i) Are you currently the subject to any investigation into your professional conduct by any licensing, regulatory or other body anywhere in the world?	Yes / No
(j) Have you been subject to an investigation into professional or business conduct in respect of any current or previous employment or business where the outcome was adverse?	Yes / No

(k) Are you the subject of any investigation into your professional conduct in respect of any current or previous employment?	Yes / No
(l) To your knowledge, are you the subject of any investigation by the NHS Business Services Authority in relation to fraud, or have you been notified of the outcome of such an investigation, where it is adverse?	Yes / No
(m) Were you the subject of any investigation by a Primary Care Trust ⁴ , which led to your removal from the performers list or termination of any contract with that Primary Care Trust?	Yes / No
(n) Have you ever been removed, contingently removed or suspended from, refused admission to, or conditionally included in a primary care list?	Yes / No
(o) Are you the subject of a national disqualification or a contract disqualification order?	Yes / No
(p) Have you been dismissed (otherwise than by reason of redundancy) from any employment by a health service body within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed?	Yes / No
(q) If so, were you subsequently re-employed by that health service body or by another health service body or was that dismissal the subject of a finding of unfair dismissal by any competent tribunal or court?	Yes / No
(r) If so, were you employed as a member of a health care profession and, if so, was any subsequent employment also as a member of that profession?	Yes / No
(s) Have you been removed from, or refused admission to, a performers list by reason of inefficiency, fraud or unsuitability (within the meaning of section 151(2), (3) and (4) of the National Health Service Act 2006) (disqualification of practitioners) respectively within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed?	Yes / No
(t) If so, has your name subsequently been re-included in such a list?	Yes / No
(u) Have you been adjudged bankrupt or had sequestration of your estate awarded unless (in either case) you have been discharged	Yes / No

⁴ "Primary Care Trust" encompasses the relevant statutory commissioner prior to, and following, 1 April 2013.

or the bankruptcy order has been annulled?	
(v) Have you been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986?	Yes / No
(w) If so, has that order ceased to have effect or has it been annulled?	Yes / No
(x) Have you made a composition or arrangement with, or granted a trust deed for, your creditors?	Yes / No
(y) If so, has it been discharged or have you been discharged in respect of it?	Yes / No
(z) Have you had an administrator, administrative receiver or receiver appointed in respect of yourself?	Yes / No
(aa) Within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed, have you been removed from the office of charity trustee or trustee for a charity by an order made by the charity commissioners or the high court on the grounds of any misconduct or mismanagement in the administration of the charity for which you were responsible or to which you were privy, or which you by your conduct contributed to or facilitated?	Yes / No
(bb) Within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed, have you been removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 (powers of the Court of Session to deal with management of charities), from being concerned in the management or control of anybody?	Yes / No
(cc) Within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed, have you been removed under section 34(5) (e) of the Charities and Trustee Investment (Scotland) Act 2005 (powers of the Court of Session) from being concerned with the management or control of anybody?	Yes / No
(dd) Are you subject to a disqualification order under the Company Directors Disqualification Act 1986, the Companies (Northern Ireland) Order 1986 or to an order made under section 429(2) (b) of the Insolvency Act 1986 (failure to pay under county court administration order)?	Yes / No
If you have answered yes to any of the questions in the declaration please	

provide details, including approximate dates, of where any investigation or proceedings were or are to be brought, the nature of that investigation or proceedings, and any outcome, with an explanation as to why and details of the Commissioner or equivalent body concerned.

I understand that if I provide information that is inaccurate or untrue I may be prosecuted, and I declare that the information that I have provided is true and accurate to my best knowledge and belief.

Signed	
Dated	

4. Hours – Not Applicable

5. Owners, directors, chief executives, and company secretaries

Full name	Position	Please tick which apply			GOC reg no
		Reg'd optom	Reg'd OMP	Reg'd DO	

Full name	Position	Lay person

6. Professional staff (employed either directly or indirectly)

Performer(s)			
Full name	DOB	Qualifications	GOC reg no

Dispensing optician(s)			
Full name	DOB	Qualifications	GOC reg no

7. Equipment and record-keeping

Equipment	
<p>Please list relevant equipment in support of your application (continue on a separate sheet if necessary):</p>	

Record-keeping	
How will individual records be maintained?	Manual / Computerised / Combination
Please specify where the records will be kept and confirm this will be a secure location and by whom?	
Please supply any other relevant information relating to record-keeping to support your application (continue on a separate sheet if necessary):	
Please provide the name and position of the person(s) responsible for procedures relating to data protection (including confidentiality) and information governance:	

8. Required documentation

Please enclose the following document with your application:	Enclosed? (tick)
Section B – Declaration to support application for a contract to provide ophthalmic services as a corporate body from each director, the chief executive and company secretary.	
Evidence of insurance (where appropriate indemnity arrangements) against liability arising from negligent performance of clinical services under the contract.	
Evidence of public liability insurance relating to liabilities to third parties arising under or in connection with the contract, which are not covered by the insurance referred to above.	
Bank credit authority form.	
Any other information the Commissioner may require (please use	

a separate sheet where needed)	
--------------------------------	--

9. Undertaking and declarations

Undertaking

I undertake to:

- comply with the General Ophthalmic Service Contracts Regulations 2008 (as amended);
- notify the Commissioner within seven days of any material changes to the information provided in the application until the application is finally determined;
- provide General Ophthalmic Services in the locality of the Commissioner; and
- inform the Commissioner whenever changing any of the addresses named in the application for a contract to provide ophthalmic services.

Declarations

I declare that the information provided in this application is accurate in respect of:

(name of corporate body)

I declare that I have obtained satisfactory clinical references relating to the performers named in this application.

I understand that if I provide information that is inaccurate or untrue I may be prosecuted, and I declare that the information that I have provided is true and accurate to my best knowledge and belief.

Signed	
Date	
Name (BLOCK LETTERS)	
Position held (BLOCK LETTERS)	

Please return the application and supporting documentation to:

[*Commissioner to insert details*]

Annex 5.6 Section B – Declaration by directors, chief executive or company secretary to Support Application for Contract to Provide Ophthalmic Services as a Corporate Body

Section B is to be completed by each of the directors, the chief executive and the company secretary of the corporate body applying for a contract to provide ophthalmic services.

1. Personal details

Personal details	
Surname:	
(Dr/Mr/Mrs/Miss/Ms)	
Forename(s):	
Private telephone number:	
Business telephone number:	
Mobile telephone number:	
Preferred contact number:	Private / Business / Mobile / Other (delete as applicable – if other please specify)
Preferred contact email address:	
Gender:	Male / Female
Date of birth (dd/mm/yyyy)	
Languages spoken (other than English)	
Remember to tell us if your address changes	

2. Performer list

Primary care performers list	
Are you included in a national performers list?	Yes / No
If yes, please state which list:	Ophthalmic / Medical / Dental (delete as applicable)

3. Professional experience

Professional experience	
<p>Please provide up-to-date, dated curriculum vitae detailing your professional experience. This must include the start and end dates of each appointment together with an explanation of any gaps between appointments. If you have been dismissed from any post or erased from a clinical professional register, you should provide an explanation.</p>	

4. Registration and qualifications

Registration (for completion by optometrist)	
GOC number:	
Date of first registration:	
Registration (for completion by ophthalmic medical practitioner)	
GMC number:	
Date of first registration:	
OQC number:	
Date of first registration:	
Registration (for completion by other healthcare professionals)	
Professional registration number:	
Date of first registration:	
Licensing body:	
Qualification (for completion by all)	
Qualifications:	
Where were they obtained?	
Date they were obtained?	

5. Required documentation

Please enclose the following document with your application:	Enclosed? (tick)
An up-to-date curriculum vitae, which must include the start and end dates of each appointment together with an explanation for any gaps in service	

6. Declaration and consent

Declaration	
<p>The declaration below is to be completed by each of the individual or each of the partners of the practice applying for a contract to provide ophthalmic services. Please answer yes or no to the following questions:</p>	
(a) Have you any criminal convictions in the United Kingdom?	Yes / No
(b) Have you ever been bound over following a criminal conviction in the United Kingdom?	Yes / No
(c) Have you ever accepted a police caution in the United Kingdom?	Yes / No
(d) Have you ever accepted a conditional offer under section 302 of the Criminal Procedure (Scotland) Act 1995 (fixed penalty: conditional offer by procurator fiscal) or agreed to pay a penalty under section 115A of the Social Security Administration Act 1992 (penalty as alternative to prosecution)?	Yes / No
(e) Have you, in proceedings in Scotland in respect of an offence, been the subject of an order under section 246(2) or (3) of the Criminal Procedure (Scotland) Act 1995 discharging you absolutely?	Yes / No
(f) Have you been convicted elsewhere of an offence, or what would constitute a criminal offence if committed in England and Wales?	Yes / No
(g) Are you currently the subject of any proceedings that might lead to such a conviction, which has not yet been notified to the Commissioner?	Yes / No
(h) Have you ever been the subject to any investigation into your professional conduct by any licensing, regulatory or other body, where the outcome was adverse?	Yes / No
(i) Are you currently the subject to any investigation into your professional conduct by any licensing, regulatory or other body anywhere in the world?	Yes / No
(j) Have you been subject to an investigation into professional or business conduct in respect of any current or previous employment or business where the outcome was adverse?	Yes / No
(k) Are you the subject of any investigation into your professional conduct in respect of any current or previous employment?	Yes / No
(l) To your knowledge, are you the subject of any investigation by	Yes / No

the NHS Business Services Authority in relation to fraud, or have you been notified of the outcome of such an investigation, where it was adverse?	
(m) Were you the subject of any investigation by a Primary Care Trust ⁵ , which led to your removal from the performers list or termination of any contract with that Primary Care Trust?	Yes / No
(n) Have you ever been removed, contingently removed or suspended from, refused admission to, or conditionally included in a primary care list?	Yes / No
(o) Are you the subject of a national disqualification or a contract disqualification order?	Yes / No
(p) Have you been dismissed (otherwise than by reason of redundancy) from any employment by a health service body within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed?	Yes / No
(q) If so, were you subsequently re-employed by that health service body or by another health service body or was that dismissal the subject of a finding of unfair dismissal by any competent tribunal or court?	Yes / No
(r) If so, were you employed as a member of a health care profession and, if so, was any subsequent employment also as a member of that profession?	Yes / No
(s) Have you been removed from, or refused admission to, a performers list by reason of inefficiency, fraud or unsuitability (within the meaning of section 151(2), (3) and (4) of the National Health Service Act 2006) (disqualification of practitioners) respectively within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed?	Yes / No
(t) If so, has your name subsequently been re-included in such a list?	Yes / No
(u) Have you been adjudged bankrupt or had sequestration of your estate awarded unless (in either case) you have been discharged or the bankruptcy order has been annulled?	Yes / No
(v) Have you been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986?	Yes / No

⁵ "Primary Care Trust" encompasses the relevant statutory commissioner prior to, and following, 1 April 2013.

(w) If so, has that order ceased to have effect or has it been annulled?	Yes / No
(x) Have you made a composition or arrangement with, or granted a trust deed for, your creditors?	Yes / No
(y) If so, has it been discharged or have you been discharged in respect of it?	Yes / No
(z) Have you had an administrator, administrative receiver or receiver appointed in respect of yourself?	Yes / No
(aa) Within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed, have you been removed from the office of charity trustee or trustee for a charity by an order made by the charity commissioners or the high court on the grounds of any misconduct or mismanagement in the administration of the charity for which you were responsible or to which you were privy, or which you by your conduct contributed to or facilitated?	Yes / No
(bb) Within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed, have you been removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 (powers of the Court of Session to deal with management of charities), from being concerned in the management or control of anybody?	Yes / No
(cc) Within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed, have you been removed under section 34(5) (e) of the Charities and Trustee Investment (Scotland) Act 2005 (powers of the Court of Session) from being concerned with the management or control of anybody?	Yes / No
(dd) Are you subject to a disqualification order under the Company Directors Disqualification Act 1986, the Companies (Northern Ireland) Order 1986 or to an order made under section 429(2) (b) of the Insolvency Act 1986 (failure to pay under county court administration order)?	Yes / No
<p>If you have answered yes to any of the questions in the declaration please provide details, including approximate dates, of where any investigation or proceedings were or are to be brought, the nature of that investigation or proceedings, and any outcome, with an explanation as to why and details of the Commissioner or equivalent body concerned.</p>	

Consent	
<p>I consent to the NHS England requesting from any licensing, regulatory or other body in the United Kingdom or elsewhere, information relating to a current investigation, or an investigation where the outcome was adverse. This consent relates to information relating to my individual registration and that of any body corporate with which I have been a director, chief executive or secretary.</p> <p>I understand that if I provide information that is inaccurate or untrue I may be prosecuted, and I declare that the information that I have provided is true and accurate to my best knowledge and belief.</p>	
Signed	
Dated	
Name (BLOCK LETTERS)	
Position held (BLOCK LETTERS)	

Please return Section B with the practice's application (Section A) and all supporting documentation to:

[Commissioner to insert details]

Annex 5.7 Schedule 3 of the General Ophthalmic Services Contracts Regulations 2008 (as of 1 June 2015)

- (1) Any applicant requesting a GOS contract shall complete and send to the Commissioner a completed application in accordance with the following provisions of this schedule, in such form as it may require.
- (2) That application form shall include—
 - (a) where the applicant is an individual, the information required in paragraphs 3 to 5 and 7 and 8;
 - (b) where the applicant is a partnership, the information required in paragraph 7 and, in relation to each partner, the information required in paragraphs 3 to 5 and 8; and
 - (c) where the applicant is a corporate body—
 - (i) the information required in paragraphs 5 to 8, and
 - (ii) in relation to any director, chief executive or secretary of that corporate body, the information required in paragraphs 3 to 5 and 8.
- (3) The sex and date of birth of the applicant and, except in relation to a person falling within paragraph 2(c)(ii), their private address.
- (4) Where it is applicable in relation to him—
 - (a) his qualifications and where they were obtained;
 - (b) if he is a healthcare professional, which profession, the licensing body which regulates it, his professional registration number and date of first registration in which the register maintained by that licensing body; and
 - (c) if he is included in a performers list, which list.
- (5) Information on whether it—
 - (a) has any criminal convictions in the United Kingdom;
 - (b) has been bound over following a criminal conviction in the United Kingdom;
 - (c) has accepted a police caution in the United Kingdom;
 - (d) has accepted a conditional offer under section 302 of the Criminal Procedure (Scotland) Act 1995 (fixed penalty: conditional offer by procurator fiscal) or agreed to pay a penalty under section 115A of the Social Security Administration Act 1992((penalty as alternative to prosecution);
 - (e) has, in summary proceedings in Scotland in respect of an offence,

been the subject of an order discharging him absolutely (without proceeding to conviction);

- (f) has been convicted elsewhere of an offence, or what would constitute a criminal offence if committed in England and Wales;
- (g) is currently the subject of any proceedings which might lead to such a conviction, which have not yet been notified to NHS England;
- (h) has been subject to any investigation into his professional conduct by any licensing, regulatory or other body anywhere in the world, where the outcome was adverse;
- (i) is currently subject to any investigation into his professional conduct by any licensing, regulatory or other body anywhere in the world;
- (j) has been subject to an investigation into his professional or business conduct in respect of any current or previous employment or business where the outcome was adverse;
- (k) is currently subject to an investigation into his professional conduct in respect of any current or previous employment;
- (l) to its knowledge is the subject of any investigation by the NHS Business Services Authority in relation to fraud, or has been notified of the outcome of such an investigation, where it is adverse;
- (m) was the subject of any investigation by a Primary Care Trust/NHS England, which led to its removal from a primary care list or the termination of any contract with that Primary Care Trust/NHS England;
- (n) has been removed, contingently removed or suspended from, refused admission to or conditionally included in any performers list,

and if so, give details, including approximate dates, of where the investigation or proceedings were or are to be brought, the nature of that investigation or proceedings, and any outcome, with an explanation as to why and details of the body concerned.

- (6) Details of its registration as a company, the address of its registered office, and, if different, its principal place of business, with in either case, the relevant telephone number.

- (7) Details of—

- (a) the premises, equipment and record keeping arrangements; and
- (b) the staff,

it has or will have available by the date the contract is to be commenced, to provide or in relation to the services under the proposed contract;

- (8) Any other information NHS England may reasonably require.

Annex 5.8 Progress Sheet – Application for Contract to Provide Ophthalmic Services as an Individual or Partnership

1. General information

Practice details	
Practice title:	
Practice trading name:	
Is a protected title being used appropriately?	Yes / No
Practice address (or in the case of a mobile practice address for correspondence):	
Contract ID number	
Contract identification number for use by Commissioner:	
Application Form	
Application form received (dd/mm/yyyy):	

2. Original documentation

The original documentation below is required to support the application	
Section A – Application for a contract to provide ophthalmic services	Yes / No
Section B – Signed declaration to support application for a contract to provide ophthalmic services from the individual or each partner	Yes / No
Evidence of insurance or indemnity arrangements against liability arising from negligent performance of clinical services under the contract.	Yes / No
Evidence of public liability insurance relating to liabilities to third	Yes / No

parties arising under or in connection with the contract that are not covered by the insurance referred to above	
Bank credit authority for the practice (Bank account name must be the same as contract name)	Yes / No
The original documentation below may be required to support the application and may be requested at the discretion of the Commissioner	
Up-to-date curriculum vitae from the individual or each partner	Yes / No
DBS disclosure certificate (issued in past 12 months)	Yes / No
Return of documentation	
Original documentation returned to applicant by recorded delivery?	Yes / No
Returned by (insert initials of Commissioner staff member):	
Date of return of documentation (dd/mm/yyyy):	
Paper / electronic file created (delete as applicable)?	Yes / No

3. Information check

Section B	
Section B fully completed and signed?	Yes / No
CV	
Does the CV of the individual/partner(s) show any gaps of 6 months or more?	Yes / No
If yes, write to the applicant asking them to provide details - date letter sent to applicant (dd/mm/yyyy):	
Registration	
Qualified individual/partner(s) registration checked on the GOC, GMC or other healthcare organisation websites?	Yes / No
Record(s) printed from the relevant website as confirmation of check?	Yes / No

Performers List	
Ophthalmic performers list checked?	Yes / No
Checked by (insert initials of Commissioner staff member):	
Date of check (dd/mm/yyyy):	
Emails	
Email to CFSMS sent?	Yes / No
Email to NHS Litigation Authority sent (if appropriate)?	Yes / No
Email to GOC sent (if appropriate) (print email as confirmation of check)?	Yes / No
Emails printed as confirmation of checks?	Yes / No
Other practices	
Does the contractor have a practice in another area or in the area of a Local Health Board in Wales, Scotland or Northern Ireland?	Yes / No
If yes, has the Commissioner responsible for the other area or LHB been contacted?	Yes / No
Has a reply from other Commissioner/LHB been received?	Yes / No
Acknowledgement	
Acknowledgement of receipt of application sent to applicant?	Yes / No
Assessment	
Full application sent to the assessing manager for decision?	Yes / No
Practice visit	
Practice visit undertaken on premises?	Yes / No
Practice premises approved?	Yes / No
Response received from optometric adviser?	Yes / No

4. Outcome of the application

Notifying applicant	
Application approved?	Yes / No
Contract sent to applicant / Letter sent to applicant detailing why application not approved (delete as applicable)?	Yes / No
Contract	
Signed contract received from applicant?	Yes / No
Date signed contract received (dd/mm/yyyy):	
Contract checked to ensure properly completed?	Yes / No
Date contract checked (dd/mm/yyyy):	
Administration	
Appropriate databases updated (Primary Care Information System or In-house Commissioner database)?	Yes / No
Bank Details set up	
Analysis 2 code(Q code) requested?	Yes / No
Analysis 2 code(Q Code) received?	Yes / No
Form P2P completed and sent to Shared Business Services(SBS)? (Commissioners should note that the form should be sent to SBS by the appropriate person in the local Finance Team)	Yes / No
VSR and supplier code received from Shared Business Services(SBS)	Yes / No
Notification to Primary Care Support England	
Contractor issued with GOS Contract Authorised Signatories Request form and signposted to Organisation Data Service (ODS) Request Form?	Yes / No

OFFICIAL

Contractor Requested to provide details of Super User for PCSE online?	Yes / No
Contractor confirms ODS code and Super User for PCSE online?	Yes / No
Contractor has returned completed GOS Contract Authorised Signatories Request Form?	Yes / No
Ophthalmic Contractor Set Up Request form confirming contract award is completed and sent to Primary Care Support England along with the Authorised Signatories Request form? (Commissioners should note that the Ophthalmic Contract Set Up Request Form must be completed by an authorised signatory from the Commissioning Team).	Yes / No

Annex 5.9 Progress Sheet – Application for a Contract to Provide Ophthalmic Services as a Corporate Body

1. General information

Corporate body details	
Full name of corporate body:	
Trading name (if different):	
Is a protected title being used appropriately?	Yes / No
Practice address (or in the case of a mobile practice address for correspondence):	
Contract ID number	
Contract identification number for use by Commissioner:	
Application Form	
Application form received (dd/mm/yyyy):	

2. Original documentation

The original documentation below is required to support the application	
Section A – Application for a contract to provide ophthalmic services as a corporate body	Yes / No
Section B – Signed declaration to support application for a contract to provide ophthalmic services as a corporate body from each director, the chief executive and company secretary	Yes / No
Evidence of insurance or indemnity arrangements against liability arising from negligent performance of clinical services under the contract.	Yes / No
Evidence of public liability insurance relating to liabilities to third parties arising under or in connection with the contract that are not	Yes / No

covered by the insurance referred to above	
Bank credit authority for the practice	Yes / No
The original documentation below may be required to support the application and may be requested at the discretion of the Commissioner	
Up-to-date curriculum vitae from each director, the chief executive and company secretary	Yes / No
DBS disclosure certificate (issued in past 12 months)	Yes / No
Return of documentation	
Original documentation returned to applicant by recorded delivery?	Yes / No
Returned by (insert initials of Commissioner staff member):	
Date of return of documentation (dd/mm/yyyy):	
Paper / electronic file created (delete as applicable)?	Yes / No

3. Information check

Section B	
Have the Section Bs been fully completed and signed by each director, the chief executive and company secretary?	Yes / No
CV	
Do the directors, the chief executive or the company secretary have a break in service?	Yes / No
If yes, write to the applicant asking them to provide details - date letter sent to applicant (dd/mm/yyyy):	
Registration	
Clinically qualified directors, chief executive or company secretary registration, checked on the GOC, GMC or other healthcare organisation websites?	Yes / No
Record(s) printed from the relevant website as confirmation of check?	Yes / No

Companies House checks undertaken?	Yes / No
Free report from Companies House printed out?	Yes / No
Performers List	
Ophthalmic performers list checked?	Yes / No
Checked by (insert initials of Commissioner staff member):	
Date of check (dd/mm/yyyy):	
Emails	
Email to CFSMS sent?	Yes / No
Email to NHS Litigation Authority sent (if appropriate)?	Yes / No
Email to GOC sent (if appropriate) (print email as confirmation of check)?	Yes / No
Emails printed as confirmation of checks?	Yes / No
Other practices	
Does the contractor have a practice in another area or in the area of a Local Health Board in Wales, Scotland or Northern Ireland)?	Yes / No
If yes, has the Commissioner responsible for the other area or LHB been contacted?	Yes / No
Has a reply from other Commissioner/LHB been received?	Yes / No
Acknowledgement	
Acknowledgement of receipt of application sent to applicant?	Yes / No
Assessment	
Full application sent to the assessing manager for decision?	Yes / No
Practice visit	
Practice visit undertaken on premises?	Yes / No
Practice premises approved?	Yes / No
Response received from optometric adviser?	Yes / No

4. Outcome of the application

Notifying applicant	
Application approved?	Yes / No
Contract sent to applicant / Letter sent to applicant detailing why application not approved (delete as applicable)?	Yes / No
Contract	
Signed contract received from applicant?	Yes / No
Date signed contract received (dd/mm/yyyy):	
Contract checked to ensure properly completed?	Yes / No
Date contract checked (dd/mm/yyyy):	
Administration	
Appropriate databases updated (Primary Care Information System or In-house Commissioner database)?	Yes / No
Bank Details set up	
Analysis 2 code(Q code) requested?	Yes / No
Analysis 2 code(Q Code) received?	Yes / No
Form P2P completed and sent to Shared Business Services(SBS)? (Commissioners should note that the form should be sent to SBS by the appropriate person in the local Finance Team)	Yes / No
VSR and supplier code received from Shared Business Services(SBS)	Yes / No
Notification to Primary Care Support England	
Contractor issued with GOS Contract Authorised Signatories Request form and signposted to Organisation Data Service (ODS) Request Form?	Yes / No

Contractor Requested to provide details of Super User for PCSE online?	Yes / No
Contractor confirms ODS code and Super User for PCSE online?	Yes / No
Contractor has returned completed GOS Contract Authorised Signatories Request Form?	Yes / No
Ophthalmic Contractor Set Up Request form confirming contract award is completed and sent to Primary Care Support England along with the Authorised Signatories Request form? (Commissioners should note that the Ophthalmic Contract Set Up Request Form must be completed by an authorised signatory from the Commissioning Team).	Yes / No

Annex 5.10 Ophthalmic Contract Visit Form

Section A – All Contracts

1. Practice details		
1.1 Practice name (66.3)		1.2 Contractor name (if different) (66.3)
1.3 Practice/Correspondence Address (S1 pt2) Address 1: Address 2: Town: Postcode:		1.4 Practice Manager
		1.5 Telephone (S1 pt2)
		1.6 Fax (S1 pt2)
		1.7 Website
		1.8 Email (S1 pt2)
2. Visit details		
2.1 Date of Visit	2.2 Purpose: New application/review existing practice/other	
2.3 Present at visit (include NHS England & practice representatives)		
2.4 Name(s):	Job title(s):	Representing (body):

3. Business type (127-132/133-145)					
3.1 Type	Individual		Partnership		Company/ LLP/CIC
3.2 Owner's or chief executive's name					
3.3 Partner's or Director's names					
3.4 Registered address (if different)					
3.5 Company secretary name (Companies/LLP)					
3.6 Companies House registration number (Companies/LLP)					
3.7 GOC corporate registration number (where applicable)					
3.8 Is the contractor using a protected title (e.g. optometrist/optician) (Section 28				3.9 Is the title correctly used?	

Opticians Act 1989) (65)				
4. Contracts applied for/held				
Mandatory		Additional		Both
5. Hours of practice opening (including lunchtime closure) (66.3)				
Monday		Friday		
Tuesday		Saturday		
Wednesday		Sunday		
Thursday		Bank Holiday		
6. Performers in regular attendance (46 & 66.4)				
6.1 Optometrist /OMP name	6.2 GOC number	6.3 Professional indemnity insurance by (e.g. AOP, FODO)	6.4 NHS England region responsible for Performer management	

7. Staffing procedures (51)			
	Yes/No	Supporting evidence	
7.1 How does the contractor ensure that all professional staff have up-to date professional registration? Contractors should check this on an annual basis in April/May			
7.2 Does the contractor check the references of all registered clinical staff (including locums)?			
7.3 How does the contractor check that all performers are covered by up-to-date professional indemnity insurance (where applicable)?			
7.4 Has the contractor produced evidence that all employed or engaged optometrists and OMPs are included in NHS England ophthalmic performers list? Contractor should hold documentary evidence of inclusion			
7.5 How does the contractor ensure that NHS England / AT is informed of any changes to the performers providing GOS at the practice?			

7.6 How does the contractor ensure that staff assisting in the provision of GOS are appropriately trained, and supervised for the tasks that they undertake?		
7.7 How does the contractor ensure that clinical procedures are appropriate especially at times when a supervising practitioner is not on the premises, e.g. repeat fields and pressures or child or blind or partially sighted dispensing?		
8. Insurances and registrations		
	Yes/No	Supporting evidence
8.1 Contractor has up-to-date arrangements for cover in cases of clinical negligence (89)		
8.2 Current employer's liability cover is available and certificate displayed or otherwise made available to employees (Employer's Liability (Compulsory Insurance) Act 1969) (100)		
8.3 Current public liability cover (90)		
8.4 If you undertake assembly or glazing you should be registered with Medicines and Healthcare products Regulatory Agency (MHRA) (28) If you do not undertake assembly/glazing enter N/A		

9. GOS sight test application procedures		
	Yes/No	Supporting evidence
9.1 Practice staff always ask for proof of patient eligibility for GOS sight tests (point of service checks) (37)		
9.2 Do practice staff understand that they must routinely note date of last sight test (not just date of last NHS sight test) on GOS 1 and GOS 6 (37.3)		
9.3 Practice staff are familiar with recommended minimum GOS sight test intervals (as set out in the memorandum of understanding and reproduced in vouchers at a glance (37.4.1)		
9.4 Contractor records reasons when sight tests are refused to patients except in cases where a sight test is not necessary or the patient is not eligible (40)		
9.5 Is the patient offered a choice of performer where appropriate (25A)		
9.6 Does the practice offer all GOS patient groups equal access to appointments during GOS hours (39)		
9.7 Is the Contractor aware of the on-going requirement to notify NHS England / AT of changes to the times at which the contractor is willing to provide GOS (29)		
10. Information access and protection		
	Yes/No	Supporting evidence
10.1 Contractor has an up-to-date Freedom of Information Act statement and this is available to patients (100)		

(Freedom of Information Act 2005)		
10.2 Data Protection fee paid to the Information Commissioners Office(ICO)? (Patient data held on computer or other electronic device (100) (Data Protection(Charges and Information)) Regulations 2018		
10.3 Name of Data Protection Officer(DPO) or if a DPO has not been appointed, the person responsible for practices and procedures relating to data protection and confidentiality. (56)		
10.4 The practice policy on handling patient data is available to patients (100) (<i>General Data Protection Regulations, Art 13 Freedom of Information Act 2000</i>)		
10.5 Staff are aware how to handle patient data correctly (100) (<i>GDPR/Data Protection Act 2018</i>)		
10.6 Does the practice have details of local child /vulnerable adult safeguarding protection arrangements and are these regularly reviewed(100)		
11. Record-keeping (52)		
	Yes/No	Supporting evidence
11.1 Does the practice have a gifts register? (Entries need only be made if value of gift >£100) (92)		
11.2 How are patient records are securely stored. If electronic, backups are made regularly and kept separately and securely (52)		

11.3 GOS records are retained for seven years in either paper or electronic form. (54)		
11.4 Contractor is aware of professional recommendations to keep records for longer, i.e. adults and deceased patients: 10 years; children to 25 th birthday		
11.5 The practice maintains full and accurate contemporaneous records for all GOS patients (52)		
11.6 How does the contractor ensure that records are securely destroyed.(52)		

12. Each clinical record contains items from the following list as appropriate to the individual patient:

Name or initials of performer:																
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Reason for visit / symptoms																
Ocular history																
General health																
Medications																
Family ocular history																
Unaided vision/vision with current																
Visual acuity																
Binocular vision assessment																
External examination																
Internal examination of the eye																
C:D ratio																
Any other (specific) comments from ophthalmoscopy																
Refraction result																
Visual fields (where relevant)																
Tonometry (where relevant)																
Advice given																
Referral/notification letter copies																

Full dispensing details (where a GOS voucher is used)																
Record is legible																
Is it easy to identify from the records which performer undertook the sight test?																

13. Referral and notification procedures		
	Yes/No	Supporting evidence
13.1 Contractor's referrals are made in accordance with any existing local protocols(31)(100)		
13.2 When required a written referral is made to the patient's GP/referral management centre/ophthalmology dept. and the urgency of the referral is indicated when appropriate		
13.3 Is the patient informed in writing of the reason for their referral? (<i>Sight Testing [Examination and Prescription] [No.2] Regulations 1989</i>) (100)		
14. Complaints and incidents		
	Yes/No	Supporting evidence
14.1 Contractor has a written NHS compliant complaints procedure and is aware of requirement to report annually the number of complaints received. (It is helpful for NHS England / AT to provide a notification form for this purpose.) (103A)		
14.2 The complaints procedure is available to patients and staff (101)		
14.3 Name of person responsible for dealing with complaints (108)		
14.4 Contractor is aware of requirement to maintain a separate record of all complaints and associated paperwork for two years (112)		

14.5 Contractor is aware of the obligation to report adverse incidents potentially affecting the performance of the contract (66)		
14.6 The contractor receives safety alerts from NHS England within an appropriate timescale		
14.7 Does the Contractor adhere to the requirements or recommendations of MHRA medical device alerts (MDAs) and safety alert broadcasts (SABs) (28)		

Section B – Mandatory Contracts Only

15. Hours GOS normally provided (if different) (29 & 66.3)			
Monday		Friday	
Tuesday		Saturday	
Wednesday		Sunday	
Thursday		Bank Holiday	
16. Signage and documentation			
	Yes/No	Supporting evidence	
16.1 Current notice of eligibility for NHS eye examination, NHS Voucher and NHS Complaints is displayed and populated as appropriate (57)			
16.2 Details of business ownership and registered office are displayed in an accessible location (Companies Act 2006) (100)			

16.3 Most recent version of Health and Safety poster is displayed (or copies supplied to individual employees) (25)		
16.4 No smoking sign is displayed (<i>Health Act 2006</i>) (100)		
16.5 Has the practice got a suitable chaperone policy and is this regularly reviewed? (100) Notice displayed in prominent place		
17. Health & Safety (28)		
	Yes/No	Supporting evidence
17.1 Health and safety risk assessment done (must be documented if 5 or more employees or individuals under a contract to provide services in the organisation)		
17.2 Does the Contractor has health and safety policy		
17.3 Has the practice got a suitable lone worker policy and is this regularly reviewed (100) (This may be part of your Health and Safety Policy)		
17.4 Can the Contractor explain their reporting responsibilities under RIDDOR (100) (<i>Reporting Injuries Diseases and Dangerous Occurrences Act 1995</i>)		
17.5 A suitable first aid kit is available, the contents are up to date and its location is clearly identified (100) (<i>First Aid Regulations 1981</i>)		
17.6 Contractor has an accident record book or other arrangements and this is compliant with Data Protection Act requirements.(required if have 10 or more employees, best		

practice for smaller organisations) (100) (<i>Social Security (Claims and Payments) Regulations 1979</i>)		
17.7 Portable appliance electrical (PAT) testing and/or regular visual inspection of appliances is carried out (100) (<i>Electricity at Work Regulations 1989</i>)		
17.8 Fixed installation electrical testing has been undertaken (100) (<i>Electricity at Work Regulations 1989</i>)		
18. Fire precautions (25) (100) (Regulatory Reform [Fire Safety] Order 2006)		
	Yes/No	Evidence produced in support
18.1 Has the fire risk assessment been completed (Regulatory Reform (Fire Safety) Order 2005)		
18.2 Fire extinguishers		
18.3 Fire extinguishers serviced on a regular basis as per manufacture's recommendations		
18.4 Fire exit signs		

18.5 Fire exit clear		
19. Suitability of Premises (25)		
	Non clinical areas e.g. stairs (Yes/No)	Reception area (Yes/No)
19.1 Are the premises clean and tidy?		
19.2 Does the premises have adequate lighting?		
19.3 Is the premises clear of trip hazards?		
19.4 Does the premises have traffic routes are clear of obstructions?		
19.5 Does the premises have reasonable patient access (where applicable)? (Equality Act 2010)		
19.6 Does the premises have suitable and sufficient seating		
19.7 Layout respects the need for patient confidentiality (including		

safety of data displayed on computer terminals). Appeal case number FHS 13905 refers			
19.8 There is a facility for confidential telephone calls to be made by the optometrist/OMP e.g. for urgent referrals			
19.9 There are appropriate facilities for employees to take breaks including meal breaks. This should include adequate toilet and washing facilities. (Workplace(Health and Welfare) Regulations 1992.			
19.10 Additional Comments			

20. Consulting Room facilities and Clinical Testing Equipment (25)					
	Shared facility	Room 1	Room 2	Room 3	Room 4
20.1 Is the consulting room clean and tidy					
20.2 Is there adequate lighting					
20.3 Is the area is clear of trip hazards					
20.4 Are traffic routes are clear of obstructions					
20.5 Is there reasonable patient access(100) (<i>Equality Act 2010</i>)					
20.6 Is there suitable and sufficient seating					
20.7 Is the consulting room suitable for confidential consultations and confidential telephone calls to be made by the optometrist/OMP. e.g for urgent referrals					
20.8 Is there adequate testing distance					
20.9 Equipment					
Focimeter					
Frame ruler or similar					
Visual field test					
Tonometer					
Distance test chart for adults					
Distance test chart for children / non-English / learning disability					
Trial lenses and accessories					
Trial frame					
Retinoscope					
Ophthalmoscope					
Distance binocular vision test					
Near Binocular vision test					
Slit lamp					
Indirect ophthalmoscope or Volk lens					
Near reading chart					
Amsler grid					
Colour vision test					
Stereopsis test					

All equipment is in working order and is fit for purpose					
20.10 Additional comments					

21. Ophthalmic drugs (25) *Essential to provision of GOS; others optional dependant on practice and instrumentation		
	Available	In Date
21.1 *Mydriatic (e.g. tropicamide)		
21.2 *Staining Agents (e.g. fluorescein)		
21.3 *Cycloplegic (e.g. cyclopentolate)		
21.4 Anti-infective (e.g. chloramphenicol)		
21.5 Topical anaesthetics (e.g. proxymetacaine / oxybuprocaine)		
	Yes/No	Supporting evidence
21.6 Drugs are stored appropriately and securely (e.g. proxymetacaine and chloramphenicol in a fridge and non fridge items to be stored out of reach of children)		
21.7 Single dose drugs (e.g. Minims) are used once and then discarded		

22. Infection control (28)		
	Yes/No	Supporting evidence
22.1 Access to a wash hand basin (good practice for this to be within the consulting room)		
22.2 Liquid soap		
22.3 Paper towels in a wall-mounted dispenser		
22.4 Alcohol gel or alternative anti-bacterial hand rub available		
22.5 Staff aware of good hand washing practice and advice on good handwashing practice is displayed.		
22.6 What procedures in places for decontamination of hard surfaces		
22.7 Suitable procedures for decontamination of reusable equipment		
22.8 Appropriate use of disposable and single use items		
23. Waste disposal (100) (Section 34 Environmental Protection Act 1990)		
	Yes/No	Supporting evidence
23.1 Contractor aware of duty of care to appropriately dispose of waste		
23.2 Name of provider in place for disposal of pharmaceutical waste		

23.3 Record relating to medicines disposal kept for correct time period (transfer notes two years, consignment notes three years)		
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Section C – Additional Contracts Only

24. Procedures and documentation		
	Yes/No	Supporting evidence
24.1 Is there a suitable GOS patient leaflet available (57)		
24.2 Is contractor aware of domiciliary code of practice?		
24.3 How does the practice comply with notification requirements (24)		
24.4 Has the practice got a suitable lone worker policy and is this regularly reviewed (100) (This may be part of your Health and Safety Policy)		
25. Mobile equipment requirements (25)		
	Yes/No	Supporting evidence
Distance test chart (internally illuminated or computer)		
A distance test chart suitable for children / non-English/learning disability		
Measuring tape		

Trial lenses and accessories		
Trial frame		
Retinoscope		
Ophthalmoscope		
Distance binocular vision test		
Near binocular vision test		
Magnification for anterior eye examination		
Near vision test type		
Tonometer		
Amsler grid		
Means of assessing visual field		
Focimeter		

Frame ruler or similar		
All equipment is in working order and is fit for purpose		
Distance test chart (internally illuminated or computer)		
26. Ophthalmic drugs (25) *Essential to provision of GOS; Others optional dependant on practice and instrumentation		
	Available	In date
26.1 *Mydriatic (e.g. tropicamide)		
26.2 *Staining Agents (e.g. fluorescein/rose Bengal)		
26.3 Cycloplegic (e.g. cyclopentolate)		
26.4 Anti-infection (e.g. chloramphenicol)		
26.5 Topical anaesthetics (e.g. proxymetacaine / oxybuprocaine)		

	Yes/No	Supporting evidence
26.6 Drugs are stored appropriately and securely (e.g. proxymetacaine and chloramphenicol in a fridge at base)		
26.7 Single dose drugs (e.g. Minims) are used once and then discarded		
27. Infection control (28)		
	Yes/No	Supporting evidence
27.1 Liquid soap where this is unlikely to be available at the premises visited or alternative appropriate means of cleaning the hands		
27.2 Paper towels where appropriate hand-drying facilities are unlikely to be available on the premises visited		
27.3 Alcohol gel or alternative anti-bacterial hand rub available		
27.4 Suitable procedures for decontamination of reusable equipment		
27.5 Appropriate use of disposable and single use items		
28. Waste disposal (100) (Section 34 Environmental Protection Act 1990)		
	Yes/No	Supporting evidence
28.1 Contractor aware of duty of care to appropriately dispose of waste		

28.2 Contract in place for disposal of pharmaceutical waste		
28.3 Records relating to medicines disposal kept for correct time period (transfer notes two years, consignment notes three years)		
28.4 Is the Contractor registered as a waste carrier. You can register at www.wastecarriersregistration.service.gov.uk		

Section D – Action Plan

Name of Practice	
Address	
Date of Action Plan	

Section No.	Key Actions	Person(s) Responsible	Timescale

I have addressed the above actions detailed in the action plan above and implemented any/all relevant changes.

Contractor name:
Signed:
Date:

Annex 5.11 List of Ineligible Applicants

In accordance with Regulation 4 of the General Ophthalmic Services Contract Regulations 2008 (extracted on 1 June 2015)

A person is ineligible to enter into a GOS Contract if that person falls within the below paragraph.

4(3) A person falls within this paragraph if:

- a) it is the subject of a national disqualification or a contract disqualification order;
- b) subject to paragraph (4), it is disqualified or suspended (other than by an interim suspension order or direction pending an investigation) from practising by any licensing body anywhere in the world;
- c) within the period of five years before the date the contract is to start or, if earlier, the date on which the contract is to be signed, he or she has been dismissed (otherwise than by reason of redundancy) from any employment by a health service body, unless he or she has subsequently been employed by that health service body or another health service body and paragraph (5) applies to him or her or that dismissal was the subject of a finding of unfair dismissal by any competent tribunal or court;
- d) within the period of five years before the date the contract is to be commenced or, if earlier, the date on which the contract is to be signed, it has been removed from, or refused admission to, a primary care list by reason of inefficiency, fraud or unsuitability (within the meaning of section 151(2), (3) and (4)) (disqualification of practitioners) respectively, unless its name has subsequently been included in such a list;
- e) he or she has been convicted in the United Kingdom of:
 - i. murder; or
 - ii. a criminal offence other than murder, committed on or after 14 December 2001, and has been sentenced to a term of imprisonment of over six months;
- f) it has been convicted of a criminal offence, not falling within subparagraphs (e) or (g), and, in the opinion of NHS England, is not a person with whom it ought to contract;
- g) subject to paragraph (6), he/she has been convicted outside the United Kingdom of an offence which would, if committed in England and Wales constitute:
 - i. murder; or
 - ii. a criminal offence other than murder, and been sentenced to a term of imprisonment of over six months.

- h) he/she has been convicted of an offence committed on or after 1 April 2006, referred to in Schedule 1 to the Children and Young Persons Act 1933(17) (offences against children and young persons with respect to which special provisions apply) or Schedule 1 to the Criminal Procedure (Scotland) Act 1995(18) (offences against children under the age of 17 years to which special provisions apply);
- i) it has:
 - i. been adjudged bankrupt or had sequestration of his/her estate awarded unless (in either case) he/she has been discharged or the bankruptcy order has been annulled;
 - ii. been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986(19) unless that order has ceased to have effect or has been annulled; or
 - iii. made a composition or arrangement with, or granted a trust deed for, its creditors unless he, she or it has been discharged in respect of it;
- j) an administrator, administrative receiver or receiver is appointed in respect of it;
- k) NHS England is not satisfied that the person—
 - i. has the premises, equipment and record keeping arrangements, or
 - ii. will employ or engage, by the date the contract is to commence, appropriate staff, to provide the services under the contract;
- l) NHS England is not satisfied that it is a person suitable to provide general ophthalmic services;⁶
- m) he has within the period of five years prior to the date the contract is to commence or, if earlier, the date on which the contract is to be signed:
 - i. been removed from the office of charity trustee or trustee for a charity by an order made by the charity commissioners or the high court on the grounds of any misconduct or mismanagement in the administration of the charity for which he/she was responsible or to which he/she was privy, or which he/she by his/her conduct contributed to or facilitated; or
 - ii. been removed under:
 - (aa) section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990(20) (powers of the Court of Session to deal with management of charities), or
 - (bb) section 34(5) (e) of the Charities and Trustee Investment (Scotland) Act 2005(20a) (powers of the Court of Session), from being concerned with the management or

⁶ It is important that Regional Teams follow due process in reaching a view on the unsuitability of any applicant for a GOS contract as the decision may be subject to challenge by the applicant. Regional Teams should ensure that the decision making process is robust and is consistent.

control of anybody; or

- n) he/she is subject to a disqualification order under the Company Directors Disqualification Act 1986(21), the Companies (Northern Ireland) Order 1986(22) or to an order made under section 429(2) (b) of the Insolvency Act 1986 (failure to pay under county court administration order) (23).
- (4) A person does not fall within paragraph (3)(b) where NHS England is satisfied that the disqualification or suspension from practising is imposed by a licensing body outside the United Kingdom and that disqualification or suspension does not make the person unsuitable to be, as the case may be:
 - (a) a contractor; or
 - (b) a director, chief executive or secretary of a corporation entering into a contract.
- (5) The condition referred to in paragraph (3) (c) is that, where a person has been employed as a member of a healthcare profession, any subsequent employment must also be as a member of that profession.
- (6) A person does not fall within paragraph (3) (g) where NHS England is satisfied that the conviction does not make the person unsuitable to be, as the case may be:
 - (a) a contractor;
 - (b) or a director, chief executive or secretary of a corporate body entering into a contract.

This shows the clarifications and changes to the model GOS contracts that the Commissioner should make to tailor the contract to the local circumstances.

Mandatory services contract		
Section	Changes: section no	Detail of change/notes
Before part 1	Header	Commissioner to add name of practice to header information – This should not include trading as names
Before part 1	P4 top	This contract is made on the [date] This date should be no later than the start date
Part 1: Definitions and interpretations		No change
Part 2: Relationship between the parties		No change
Part 3: NHS contract	Clause 14	The contractor has [not] elected to be regarded as a health service body for the purposes of section 9 of the act. Accordingly, this contract is [not] an NHS contract. Commissioner to find out from contractors if want to be a health service body or not. Commissioner to amend contract as necessary when receive answer from contractor.

Mandatory services contract		
Section	Changes: section no	Detail of change/notes
		<p>The contractor has [not] chosen to be regarded as a health service body for the purposes of section 9 of the act. Accordingly, this contract is [not] an NHS contract.</p> <p>Area teams to amend contract as necessary when receive answer from contractor.</p>
Part 4: Provisions as to time	Clause 15	<p>This contract shall start on [date].</p> <p>Commissioner to include date 1 August 2008 or new start date if post 1 August 2008.</p>
	Clause 16	<p>[Except in the circumstances specified in clause 17] the contract shall subsist until it is terminated in accordance with the terms of this contract or the general law.</p> <p>Commissioner to remove words in brackets. Unless clause 17 applies in which case remove the brackets</p>
	Clause 17	<p>Unless it really is a temporary contract (exceptional) delete entire wording and substitute 'reserved'.</p>
	Clause 18	<p>Unless it really is a temporary contract (exceptional) delete entire wording and substitute 'reserved'.</p>

Mandatory services contract		
Section	Changes: section no	Detail of change/notes
Part 5: Warranties		No change
Part 6: Level of skill		No change
Part 7: Provision of services	Clause 24	The address of each of the premises to be used by the contractor for the provision of services under the contract is as follows: []. Commissioner to insert premises address as applicable when receive answer from contractor.
Part 8: Mandatory services	Clause 29	This contract is to provide the mandatory services of primary ophthalmic services. The contractor must provide the services described in clauses 30 to 34 at the practice premises [hours and address of premises]. Commissioner to insert hours that GOS services are provided for each of the contract premises. (Note this may be accompanied by the wording "by appointment")
Part 9: Patients		No change
Part 10: Persons who perform services		No change
Part 11: Records, information, notification, rights of entry and signatures	Clause 67 Clause 68	If the contractor is not a corporate body delete entire wording and substitute 'reserved'.

Mandatory services contract		
Section	Changes: section no	Detail of change/notes
	Clause 69 Clause 70	If the contractor is not a partnership delete entire wording and substitute 'reserved'.
Part 12: Payment under the contract		No change
Part 13: Fees and charges		No change
Part 14: Insurance		No change
Part 15: Gifts		No change
Part 16: Compliance with legislation and guidance		No change
Part 17: Complaints	Clause 115	<p>The contractor shall inform the Commissioner, at such intervals as shall be agreed [as may be specified here]; of the number of complaints it has received under the procedure established in accordance with this part of the contract.</p> <p>Commissioner to remove words in brackets and add annually. Now overtaken by the terms of the November 2010 model variation, which refers to the local authority social services and NHS complaints and so on. Regs 2009. Annual returns of complaints are now prescribed with no local discretion.</p>

Mandatory services contract		
Section	Changes: section no	Detail of change/notes
Part 18: Dispute resolution	Clauses 118 & 119	If the contract is an NHS health body status delete entire wording and substitute 'reserved'
	Clause 120	If the contract is an NHS health body status delete the words in brackets [clause 118 above]. If the contractor does not hold NHS body status delete the words in brackets [section 9(6) of the act].
Part 19: Variation and termination of the contract	Clauses 127 to 132	If the contract is not with an individual delete entire wording and substitute 'reserved'.
	Clauses 133 to 139	If the contract is not with a partnership delete entire wording and substitute 'reserved'.
	Clauses 141 to 143	If the contract is not with an individual delete entire wording and substitute 'reserved'.
	Clause 151	If the contract is not with an individual ophthalmic practitioner delete entire wording and substitute 'reserved'.
	Clauses 171 & 172	If the contractor is not two or more individuals practising in partnership delete entire wording and substitute 'reserved'.

Mandatory services contract		
Section	Changes: section no	Detail of change/notes
Part 20: Non-survival of terms		No change
Schedule 1: Contractor's details (individual)		Commissioner to complete where individual contractor: part 1 – Commissioner name and so on. Part 2 – individual contractor name, address, tel no, fax and email if any.
Schedule 1: Contractor's details (partnership)		Commissioner to complete for partnerships: part 1 – Commissioner name and so on. Part 2 –partnership name and business address, tel no, fax and email if any.
Schedule 1: Contractor's details (corporate body)		Commissioner to complete for corporate bodies: part 1 – Commissioner name and so on. Part 2 – corporate body name and registered office, address for official correspondence, tel no, fax and email if any.
Schedule 2: Signatures of the parties		Commissioner to highlight in letter that contractor needs to sign contract on this page.

Checklist

(References in brackets refer to clauses of the model mandatory or additional services contracts as appropriate)

England Checklist

Level 1

Section A – All contracts

1. Practice details

Question	Yes	No	Don't Know	N/A
1.1 Practice name				
1.2 Contractor name (if different)				
1.3 Practice/correspondence address (S1 pt2)				
1.4 Practice manager (not required)				
1.5 Telephone (S1 pt2)				
1.6 Fax (S1 pt2)				
1.7 Website (not required)				
1.8 Email (S1 pt2)				

2. Visit details

Question	Yes	No	Don't Know	N/A
2.1 Date of visit				
2.2 Purpose of visit (new application/review existing practice/other)				
2.3/2.4 Visited by (Name, Job Title,				

Representing)				
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3. Business type

Question	Yes	No	Don't Know	N/A
3.1 Business type (individual /partnership / body corporate)				
3.2 Owner or Chief Executive's name				
3.3 Partners' or Directors' name				
3.4 Registered address (if different)				
3.5 Company secretary name (BC only)				
3.6 Companies House registration number (BC only)				
3.7 GOC Corporate Registration Number				
3.8 Is the contractor using a protected title and is this correctly used? (Section 28 Opticians Act 1989) (65)				
3.9 Is the title correctly used?				

4. Contracts applied for / held

Question	Yes	No	Don't Know	N/A
4. Contracts applied for/held (mandatory / additional / both)				

5. Hours of practice opening (66.3)

Question	Yes	No	Don't Know	N/A
5. Hours of practice opening (including				

lunchtime closure				
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6. Performers in regular attendance (46, 66.4)

Question	Yes	No	Don't Know	N/A
6.1 Optometrist / OMP name				
6.2 DoB or first registration date				
6.3 Ophthalmic Performers List (OPL) number				
6.4 Professional indemnity insurance by (specify AOP, FODO, etc.)				
6.5 Included in the NHSCB ophthalmic performers List?				

7. Staffing procedures (51)

Question	Yes	No	Don't Know	N/A
7.1 Does the contractor ensure that all clinical staff have up to date professional registration?				
7.2 Does the contractor check the references of all registered clinical staff (including locums)?				
7.3 Does the contractor check that all performers are covered by up to date professional indemnity insurance (where applicable)?				
7.4 Has the contractor produced evidence that all employed optometrists and OMPs are included in a PCT ophthalmic performers' list?				
7.5 Does the contractor ensure that the AT/NHSCB is informed of any changes to the performers providing GOS at the practice?				

(Please include method e.g. email / phone / fax as a note)				
7.6 Does the contractor ensure that staff assisting in the provision of GOS are appropriately trained and supervised for the tasks that they undertake?				
7.7 Does the contractor ensure that clinical procedures are appropriate, especially at times when a supervising practitioner is not on the premises, e.g. repeat fields and pressures or child or blind or partially sighted dispensing?				

8. Insurances and registrations

Question	Yes	No	Don't Know	N/A
8.1 Contractor has up to date arrangements for cover in cases of clinical negligence? (89)				
8.2 Current Employers liability cover? (Employers Liability {Compulsory Insurance} Act 1969) (100)				
8.3 Current Public Liability cover? (90)				
8.4 Medicines and Healthcare products Regulatory Agency (MHRA registration)? (assemblers/manufacturers only) (28)				

9. GOS sight test application procedures

Question	Yes	No	Don't Know	N/A
9.1 Practice staff routinely undertake Point of Service checks? (37)				
9.2 Practice staff understand that they must routinely note date of last sight test (not just date of last NHS sight test) on GOS 1 and GOS 6 (37.3)				
9.3 Practice staff are familiar with				

recommended minimum GOS sight test intervals as set out in the Memorandum of Understanding and reproduced in Vouchers at a Glance?				
9.4 Contractors records reasons when sight tests are refused to patients except in cases where a sight test is not necessary or the patient is not eligible? (40)				
9.5 Patient is offered a choice of performer where applicable (25A)				
9.6 The practice offers all GOS patient groups equal access to appointments during GOS hours (39)				
9.7 The practice is aware of the ongoing requirements to notify the AT/NHSCB of changes to the times at which the contractor is willing to provide GOS (29)				

10. Information access and protection

Question	Yes	No	Don't Know	N/A
10.1 Contractor has an up to date Freedom of Information Act statement and this is available to patients? (100) (Freedom of Information Act 2000)				
10.2 Registration with Information Commissioner for Data protection (patient data held on computer or other electronic device)? (100) (Data Protection Act 1998)				
10.3 Name and title of person responsible for practices and procedures relating to confidentiality? (56)				
10.4 The practice policy on handling patient data is available to patients? (100) (Data Protection Act 1998, Freedom of Information Act 2000)				
10.5 Staff are aware how to handle patient				

data correctly? (100) (Data Protection Act 1998)				
10.6 Has the practice received from the AT/NHSCB (or have you obtained for yourself) details of local child protection arrangements? (100)				
(if yes :) Has the practice had regard to these?				
10.7 Has the practice received from the AT/NHSCB (or have you obtained for yourself) details of a recommended lone worker policy for optometry? (100)				
(if yes) Has the practice had regard to this?				
10.8 Has the practice received from the AT? NHSCB (or have you obtained for yourself) details of recommended chaperone policy for optometry? (100)				
(if yes) Has the practice had regard to this?				

11. Record keeping (52)

Question	Yes	No	Don't Know	N/A
11.1 If gifts >£100 have been received does the contractor maintain a gifts register? (92)				
11.2 Patient records are securely stores. If electronic, backups are made regularly and kept separately and securely? (52)				
11.3 GOS records are retained for 7 years in either paper or electronic form? (54)				
11.4 Contractor is aware of professional recommendations to keep records for longer? (i.e. adults and deceased patients for 10 years, children to 25 th birthday?				

11.5 The practice maintains full and accurate contemporaneous records for all GOS patients? (52)				
11.6 Each clinical record contains items from the following list as appropriate to the individual patient: symptoms/reason for visit, ocular history, general health, medications, family ocular history, unaided vision/visual acuity, BV, etc.				
11.7 Record is legible?				
11.8 Is it easy to identify from the records which performer undertook the sight test?				

13. Referral and notification procedures

Question	Yes	No	Don't Know	N/A
13.1 Contractor is aware of any local protocols for referral to GOs / referral management or triage centre / ophthalmology department? (31)(100)				
13.2 When required a written referral is made to the patient's GP / referral management centre / ophthalmology department and the urgency of the referral is indicated when appropriate?				
13.3 Is the patient informed in writing of the details of their referral? (Sight Testing {Examination and Prescription} {No 2} Regulations 1989) (100)				

14. Complaints and incidents

Question	Yes	No	Don't Know	N/A
14.1 Contractor has a written NHS complaints procedure and is aware of requirement to report annually the number of complaints received? (It is helpful for the AT/NHSCB to provide a notification form, for this purpose.)				

(103A)				
14.2 The complaints procedure is available to patients and staff? (101)				
14.3 Name of person responsible for dealing with complaints? (108)				
14.4 Contractor maintains a separate record of all complaints and associated paperwork for 2 years? (112)				
14.5 Contractor is aware and has ensured that all staff are aware of the obligation to report adverse incidents potentially affecting the performance of the contract? (66)				
14.6 The contractor received Safety Alerts from the AT/NHSCB within an appropriate timescale?				
14.7 Contractor adheres to the requirements or recommendations of MHRA medical device alerts (MDAs) and safety alert broadcasts (SABs)? (28)				

15. Hours GOS normally provided (29, 66.3)

Question	Yes	No	Don't Know	N/A
15. Hours GOS normally provided				

Section B – Mandatory contracts only

16. Signage and documentation

Question	Yes	No	Don't Know	N/A
16.1 Current Notice of eligibility for NHS eye examination is displayed (description of services)? (57)				
16.2 Current Notice of eligibility for NHS voucher towards the cost of spectacles is displayed? (57)				
16.3 A complaints notice including the name of responsible person and contact details is displayed? (57)				
16.4 Valid Certificate of Employers Liability is displayed? (Employers Liability {Compulsory Insurance} Act 1969) (100)				
16.5 Details of business ownership / registered office are displayed? (Business Names Act 1985) (100)				
16.6 Health and Safety Poster is displayed (or copies supplied to individual employees)? (25)				
16.7 No smoking sign is displayed? (Health Act 2006) (100)				

17. General health and safety (28)

Question	Yes	No	Don't Know	N/A
17.1 Health and Safety risk assessment done? (must be documented if > 5 people working there)				
17.2 Contractor has Health and Safety Policy?				
17.3 Contractor is aware of reporting responsibilities under RIDDOR? (100) (Reporting injuries Diseases and Dangerous Occurrences Act 1995)				

17.4 A suitable first aid kit is available and location clearly identified? (100) (First Aid Regulations 1981)				
17.5 Contractor has an accident record book? (100) (First Aid Regulations 1981)				
17.6 Portable electrical appliance testing PAT / or regular visual inspection of appliances is carried out? (100) (Electricity at Work Regulations 1989)				
17.7 Fixed installation electrical testing has been undertaken				

18. Fire precautions (25,100)

Question	Yes	No	Don't Know	N/A
18.1 Fire Risk Assessment completed?				
18.2 Fire extinguishers?				
18.3 Fire extinguishers serviced?				
18.4 Fire exit signs?				
18.5 Fire exit clear?				

19. Suitability of Premises (25)

Question	Yes	No	Don't Know	N/A
19.1 Non clinical areas (stairs, passageways etc.) are clean and tidy?				
19.2 Non clinical areas has adequate lighting?				
19.3 Non clinical areas are clear of trip hazards?				
19.4 Traffic routes in non-clinical areas are clear of obstructions?				
19.5 Reasonable patients access in non-				

clinical areas? (100) (Disability Discrimination Acts 1995 & 2005)				
19.6 Layout of reception and waiting areas respects the need for patient confidentiality?				
19.7 There is a facility for confidentiality telephone calls to be made by the optometrist / OMP, e.g. for urgent referrals?				

20. Risk assessment: consulting area (25)

Question	Yes	No	Don't Know	N/A
20.1 Consulting room is clean and tidy?				
20.2 Consulting room has adequate lighting?				
20.3 Consulting room is clear of trip hazards?				
20.4 Traffic routes in consulting room are not obstructed?				
20.5 Reasonable patient access in consulting room? (100) (Disability Discrimination Acts 1995 & 2005)				
20.6 Suitable and sufficient seating in consulting room? (25)				
20.7 Construction to be suitable for confidential consultations? (25)				
20.8 Adequate testing distance? (25)				

20.9 Clinical testing equipment

Question	Yes	No	Don't Know	N/A
20.9.1 Focimeter?				
20.9.2 Frame ruler or similar?				
20.9.3 Visual field test?				

20.9.4 Tonometer				
20.9.5 Distance test chart for adults?				
20.9.6 Distance test chart for children/non-English / learning disability?				
20.9.7 Trial lenses and accessories?				
20.9.8 Trial frame?				
20.9.10 Retinoscope?				
20.9.11 Ophthalmoscope?				
20.9.12 Distance binocular vision test?				
20.9.13 Near binocular vision test?				
20.9.14 Slit lamp?				
20.9.15 Indirect ophthalmoscope or Volk lens				
20.9.16 Near reading chart?				
20.9.17 Amsler grid?				
20.9.18 Colour vision test?				
20.9.19 Stereopsis test?				
20.9.20 All equipment is in working order and is fit for purpose?				

21. Ophthalmic drugs (25)

Question	Yes	No	Don't Know	N/A
21.1 Mydriatic drugs available and in date? (e.g. tropicamide)				
21.2 Cycloplegic drugs available and in date? (e.g. cyclopentolate)				
21.3 Staining agents available and in date? (e.g. fluorescein / rose Bengal)				

21.4 Anti-infective drugs available and in date? (e.g. chloramphenicol) (not required)				
21.5 Topical anaesthetics available and in date? (e.g. proxymetacaine / oxybuprocaine) (not required)				
21.6 Drugs are stored appropriately and securely? (e.g. proxymetacaine and chloramphenicol in a fridge)				
21.7 Single dose drugs (e.g. minims) are used once and then discarded?				

22. Infection control (28)

Question	Yes	No	Don't Know	N/A
22.1 Access to a wash hand basin? (Good practice for this to be within the consulting room) (28)				
22.2 Liquid soap? (28)				
22.3 Paper towels? (28)				
22.4 Alcohol gel or alternative anti-bacterial hand rub available? (18)				
22.5 Staff aware of good hand washing practice? (28)				
22.6 Suitable procedures in place for decontamination of hard surfaces? (28)				
22.7 Suitable procedures for decontamination of reusable equipment? (28)				
22.8 Appropriate use of disposable and single use items? (28)				

23. Waste disposal (100)

Question	Yes	No	Don't Know	N/A
23.1 Contractor aware of duty of care to appropriately dispose of waste?				
23.2 Contract in place for disposal of pharmaceutical waste?				
23.3 Record relating to medicines disposal kept for correct time period (transfer notes 2 years, consignment notes 3 years)?				

Section C – Additional contracts only

24. Procedures and documentation

Question	Yes	No	Don't Know	N/A
24.1 Suitable patient leaflet available? (57)				
24.2 Is contractor aware of domiciliary code of practice?				
24.3 Is contractor aware of notification requirements for domiciliary visits? (24)				

25. Mobile equipment requirements (25)

Question	Yes	No	Don't Know	N/A
25.1 Appropriate distance test chart (preferably internally illuminated)?				
25.2 A distance test chart suitable for children / non-English / learning disability?				
25.3 Measuring device?				
25.4 Trial lenses and accessories?				
25.5 Trial frame?				
25.6 Retinoscope?				
25.7 Ophthalmoscope?				
25.8 Distance binocular vision test?				
25.9 Near binocular vision test?				
25.10 Magnification for anterior eye examination?				
25.11 Near vision type test?				
25.12 Tonometer?				
25.13 Amsler grid?				

25.14 Means of assessing visual field?				
25.15 Focimeter				
25.16 Frame ruler or similar?				
25.17 All equipment is in working order and is fit for purpose?				

26. Ophthalmic drugs (25)

Question	Yes	No	Don't Know	N/A
26.1 Mydriatic drugs available and un date? (e.g. tropicamide)				
26.2 Staining agents available and in date? (e.g. fluorescein / rose Bengal)				
26.3 Cyclopegic drugs available and in date? (e.g. cyclopentalate) (not required)				
26.4 Anti-infective drugs available and in date? (e.g. chloramphenicol) (not required)				
26.5 Topical anaesthetics available and in date? (e.g. proxymetacaine / oxybuprocaine) (not required)				
26.6 Drugs are stored appropriately and securely? (e.g. proxymetacaine and chloramphenicol in a fridge)				
26.7 Single dose drugs (e.g. Minims) are used once and then discarded?				

27. Infection control (28)

Question	Yes	No	Don't Know	N/A
27.1 Liquid soap where this is unlikely to be available at the premises visited or alternative means of cleaning the hands? (28)				
27.2 Paper towels where appropriate hand drying facilities are unlikely to be available on the premises visited? (28)				
27.3 Alcohol gel or alternative anti-bacterial hand rub available? (28)				
27.4 Suitable procedures for decontamination of reusable equipment? (28)				
27.5 Appropriate use of disposable and single use items? (28)				

28. Waste disposal (100)

Question	Yes	No	Don't Know	N/A
28.1 Contractor aware of duty of care to appropriately dispose of waste?				
28.2 Contract in place for disposal of pharmaceutical waste?				
28.3 Records relating to medicines disposal kept for correct time period (transfer notes 2 years, consignment notes 3 years)?				

Annex 6.2 Ophthalmic Practice Checklist of Evidence

Contractor Name:

Item in QIO Checklist	Evidence	Available in practice
8.1	Clinical negligence insurance certificate for each performer or for contractor itself	
7.1	Evidence of current professional registration of all performers	
7.2	Clinical references for all new performers engaged since last self-assessment	
7.4	Evidence of inclusion in ophthalmic performers list for all new performers engaged since last self-assessment	
8.2	Evidence of current employer's liability insurance.	
8.3	Evidence of current public liability insurance.	
8.4	Medicines and Healthcare products Regulatory Agency (MHRA) registration (assemblers/manufacturers only)	
9.4	Record of patients refused a sight test since last self-assessment	
10.1	Up-to-date Freedom of Information Act statement	
10.2	Proof of registration with information commissioner (where applicable)	
10.4	Practice policy on handling patient data	
10.6	Evidence that child safeguarding arrangements in place	
10.7	Practice lone worker policy	
10.8	Practice chaperone policy	

11.1	Gifts register	
14.1	Written complaints procedure	
16.4	Details of business ownership and/or registered office unless sole or partnership contractor trading under own name	
17.1	Health and safety risk assessment (compulsory to document if more than five people working in the business)	
17.2	Health and safety policy	
18.1	Fire risk assessment (compulsory to document if more than five people working in the business)	
23.2 / 28.2	Pharmaceutical waste disposal contract	
23.3 / 28.3	Sample pharmaceutical waste transfer note and/or consignment note	
24.1	Patient information leaflet	

Declaration

I certify that the information provided in the Level 1 Quality in Optometry checklist and list of evidence is accurate to the best of my knowledge and truly represents the practice (contractor's) provision of services under its current GOS contract.

On behalf of the practice:

All signatories to the contract should sign the declaration:

Name	Designation (e.g. partner, practice manager)

Annex 6.3 Action Plan Template

Date of action plan _____

Action plan for [*insert Commissioner Name*] and ophthalmic contractors to use

Name of practice / contractor name:

Key actions	Person/s responsible	Timescale

The timescales set out in this action plan are to allow a contractor time to take remedial action to comply with their NHS contract in relation to the issues listed.

After the relevant timescales have expired an extension may be granted at the absolute discretion of the Commissioner or a formal remedial/breach notice may be issued. This action plan will not excuse or prevent any action or disciplinary sanctions from other bodies during the time permitted to comply with the actions set out.

I have addressed the actions detailed in the action plan listed above dated _____ and implemented any/all relevant changes.

I understand that if I provide information that is inaccurate or untrue I may be prosecuted, and I declare that the information that I have provided is true and accurate to my best knowledge and belief.

OFFICIAL

Contractor name:

Signed:

Date:

On completion of the above points please sign and date this sheet and return with **copies** of any relevant evidence to: [*Commissioner to insert contact and address details*].

Annex 6.4 Template Letter – Acknowledgement of Returned Action Plan

[*date*]

Dear [*insert*]

Thank you for sending the action plan and proposed timescale for completion. We agree with the actions and timescales.

[*or*]

Thank you for sending the action plan and proposed timescales for completion.

We do not agree with the action and timescales for the following reasons and ask that you provide further information against the action plan by [*insert date*].

[*list reasons*]

If we have concerns about your submission, we will arrange a practice visit with you to discuss these areas and your contract with us.

Should you have any queries or concerns regarding this letter, please contact me using the details above.

Yours sincerely

[*name*]

[*title*]

Annex 6.5 Template Letter – Notification to Contractor of Visit

[date]

Dear [insert]

You will be aware that we have a process for routine contract monitoring visits for the assurance of all of our general ophthalmic services practices.

We are writing to advise you that we would like to visit your practice in accordance with regulation 19 of the GOS Contracts Regulations 2008 on [insert DD/MM/YYYY] at [time] for the purposes of a contract compliance inspection.

The visiting officers will be [names of attendees and job titles]. The visit normally takes no longer than two hours. We will need access to all policies, procedures and clinical areas. We will need to discuss issues arising with the contractor or a suitable deputy. It is essential for the lead optometrist/OMP can be available during the visit to discuss clinical issues.

If this date is inconvenient please inform us as soon as possible to make alternative arrangements.

Thank you in advance for your co-operation

Yours sincerely

[name]

[title]

Annex 6.6 Template Letter – Report to Contractor Following Visit

[date]

Dear [insert]

Thank you for the warm welcome and assistance provided to the visiting team during the contract monitoring visit on [Insert date of visit]. I am pleased to enclose two copies of the completed report. I would be grateful if you could sign both copies and return one copy to me immediately, and retain the other for your records. If you wish to make any comments, please use the Feedback from Practice box at the end of the report.

If there are actions for the practice to complete these have been detailed in the enclosed action plan. The time limit for completing the actions is [insert date(s)]. Once outstanding actions have been completed please sign the declaration at the end of the action plan to confirm this and return a copy to [address].

Please note the timescales set out in the action plan are to allow you time to take remedial action and comply with your NHS contract.

After the relevant timescales have expired an extension may be granted at our discretion or a formal remedial/breach notice may be issued. The action plan will not excuse or prevent any action or discipline any sanctions from other bodies during the time permitted to comply with the action set out.

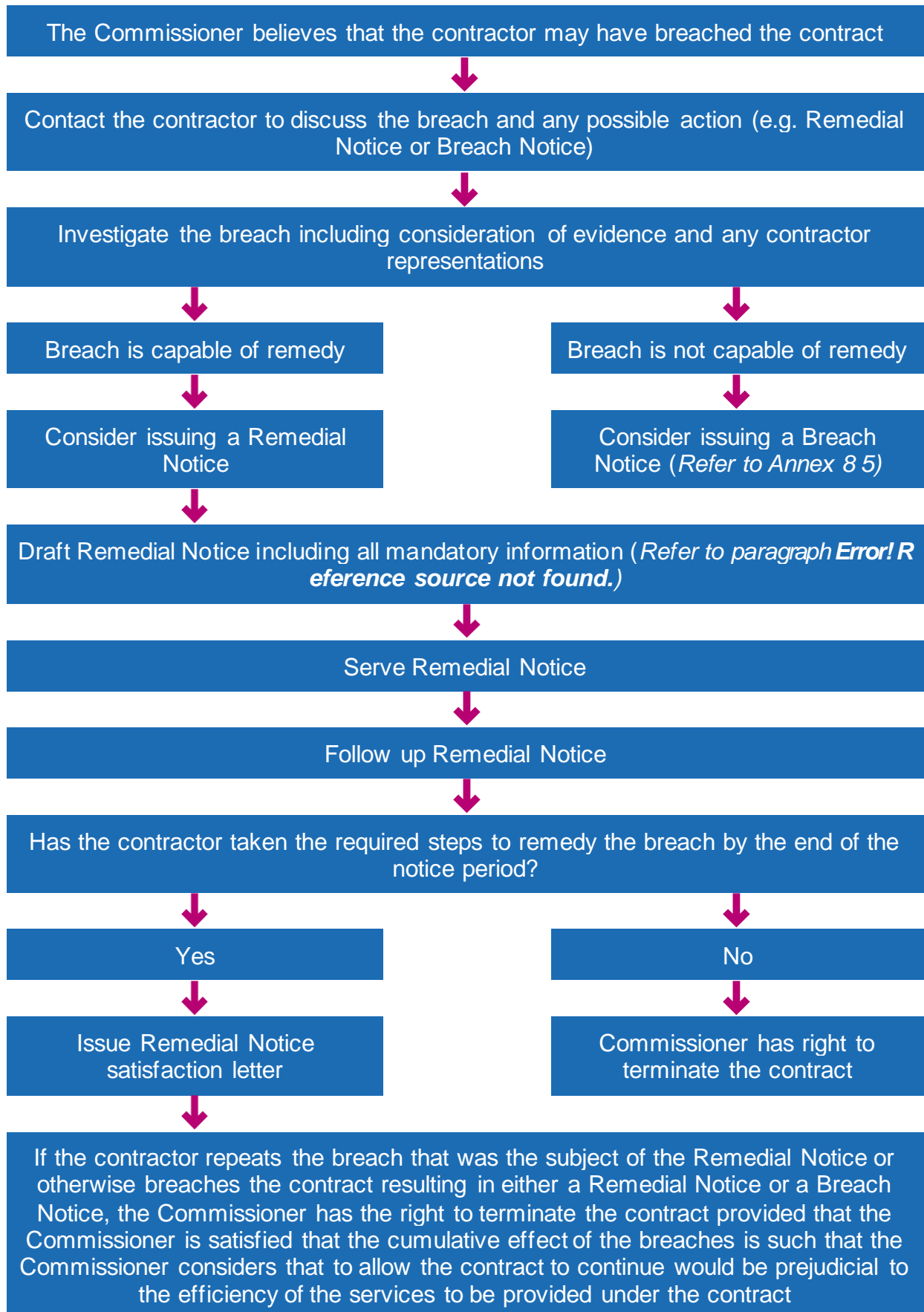
I look forward to hearing from you. In the meantime should you have any queries or need further assistance, please contact me using the details above.

Yours sincerely

[name]

[title]

Annex 7.1 Remedial Notice Flowchart



Annex 7.2 Template Remedial Notice

[This Annex is provided as a template only and appropriate advice and support should be sought prior to issuing such a notice]

Dear [Name]

Remedial Notice

Following our recent communications and discussion on the [insert date(s)], we hereby serve notice that we consider that you are in breach of your GOS contract dated [insert start date of contract] (the "Contract").

We consider that you have breached clause [insert relevant clause] of the Contract. This states:

"[insert wording of clause]"

We consider that you have breached this clause because [insert details of the breach and any evidence relied upon in reaching this decision].

We require you to remedy this breach by taking the following steps:

- *[insert details of action required – these are the steps that the contractor must take to rectify the breach]*

In order to remedy this breach this action must be completed to our satisfaction on or before [insert date]. *[If more than one action is listed, the remediation period for each should be clear]*

Your progress in taking the required action will be reviewed at a further meeting on the [insert date] to be held at [insert venue details]

If you fail to comply with this Remedial Notice, repeat this breach or otherwise breach the Contract resulting in a further Remedial Notice or Breach Notice, we may take steps to terminate your Contract or consider the imposition of a Contract Sanction.

If you do not agree with our decision to issue this Remedial Notice, you should contact us within 28 days of this notice. If, after making every reasonable effort, we are unable to resolve the dispute, you may wish to refer the matter to the NHS dispute resolution procedure by sending a written request to:

NHS Litigation Authority
FHS Appeal Unit
1 Trevelyan Square
Leeds
LS1 6AE

You do, of course, retain the right to seek support from your representative or defence body or Local Optical Committee.

Yours sincerely

[*Name*]

[*Job title, etc.*]

Annex 7.3 Template Notice Receipt

[When hand delivering any notice under the contract, the Commissioner should complete this receipt in duplicate ensuring that one copy of the completed document is retained by the contractor and the other retained on the Commissioner's file.]

Commissioner reference:

[insert date]

I *[insert name of Commissioner representative]* confirm that I have today at *[insert the time of delivery]* hand delivered a letter of notice to *[insert contractor's name]* in respect of their GOS contract dated *[insert start date of contract]* (the "Contract") on behalf of the Commissioner, *[insert address of Commissioner offices]*.

Please ensure that the recipient completes the section below upon receipt:

I, *[insert name of contractor]* hereby acknowledge receipt of a hand delivered letter of notice from the Commissioner in respect of my Contract.

Signature

Date of receipt

Practice Stamp

Annex 7.4 Template Remedial Notice Satisfaction Letter

[This letter is provided as a template only and the Commissioner should ensure that appropriate advice and support has been sought prior to issuing such a letter]

Dear [Name]

Remedial Notice Satisfied

Following the issue of our Remedial Notice reference [insert Commissioner ref from notice] on the [insert date], in respect of the GOS contract dated [insert start date of contract] (the "Contract") and our subsequent review meeting on the [insert date], we now write to confirm that we are satisfied that you have taken the required steps to remedy the breach within the agreed timescales.

We confirm that we will not be taking any further action in this matter.

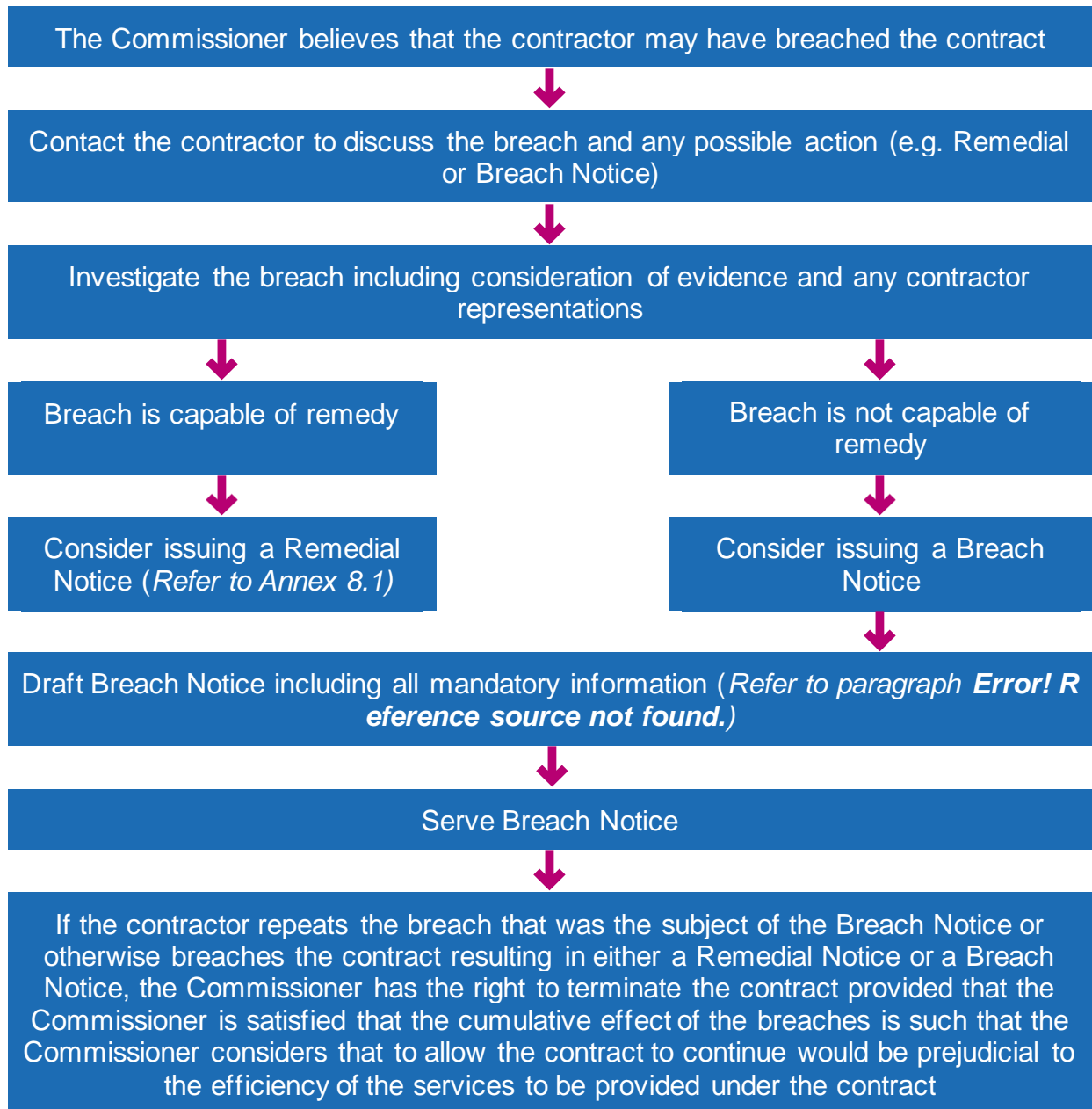
Should you repeat this breach or otherwise breach the Contract resulting in a further Remedial Notice or Breach Notice, we may take steps to issue a notice to terminate your Contract or consider the imposition of a Contract Sanction.

Yours sincerely

[Name]

[Job title, etc.]

Annex 7.5 Breach Notice Flowchart



Annex 7.6 Template Breach Notice

[This Annex is provided as a template only and the Commissioner should ensure that appropriate advice and support has been sought prior to issuing such a notice]

Dear [Name]

Breach Notice

Following our recent communications and discussion on the [insert date(s)], we hereby serve notice that we consider that you are in breach of your GOS contract dated [insert start date of contract] (the "Contract") on the following grounds:

We consider that you are in breach of [insert clause relevant numbers from the contract] of the Contract. This states:

"[insert wording of relevant clause]"

We consider that you are in breach because [insert details of the breach with any evidence relied upon in reaching this decision]

We require that you do not repeat this breach.

If you repeat this breach or otherwise breach the Contract resulting in a Remedial Notice or a further Breach Notice, we may take steps to terminate your Contract or consider the imposition of Contract Sanctions.

If you do not agree with our decision to issue this Breach Notice, you should contact us within 28 days of this notice. If, after making every reasonable effort, we are unable to resolve the dispute, you may wish to refer the matter to the NHS dispute resolution procedure by sending a written request to:

NHS Litigation Authority
FHS Appeal Unit
1 Trevelyan Square
Leeds
LS1 6AE

You do, of course, retain the right to seek support from your representative or defence body or Local Optical Committee.

Yours sincerely

[Name]
[Job title, etc.]

Annex 7.7 Financial Contract Sanctions

1. Calculating a Financial Contract Sanction

- 1.1 Where the Commissioner has a right of termination, e.g. due to a breach repeated after the issue of a Breach Notice, the Commissioner may:
 - 1.1.1 terminate a specific reciprocal obligation;
 - 1.1.2 suspend a specified reciprocal obligation for a period of up to six months; or
 - 1.1.3 withhold or deduct monies otherwise payable under the contract.
- 1.2 An example of where a financial sanction might be an appropriate action to take rather than termination would be where a contractor has claimed for GOS sight tests and has failed to provide evidence of the sight tests taking place.
- 1.3 The Commissioner cannot arbitrarily determine a penalty sum and, as in all areas of contract management, the Commissioner is required to act reasonably in setting Contract Sanctions. A financial Contract Sanction should therefore be proportionate to the repeated breach.
- 1.4 The Commissioner may also wish to take into account the cost to the Commissioner in management time involved in investigating and processing the breach. The hourly cost for management time should be clearly set out.
- 1.5 Some examples of calculating a financial Contract Sanction are provided below for consideration:
 - 1.5.1 The higher of the cost of re-provision and the contractual cost – where the breach is on-going and a contract service cost can be quantified;
 - 1.5.2 The contractual service cost – where the breach has been remedied and the service cost can be quantified;
 - 1.5.3 Plus, in both the above examples, the cost to the Commissioner in management time involved in investigating and processing the breach;
 - 1.5.4 Where the contract service cannot be quantified, the cost to the Commissioner in management time involved in investigating and processing the breach.

Annex 7.8 Template Contract Sanction

[This Annex is provided as a template only and appropriate advice and support should be sought prior to issuing such a notice]

Dear [Name]

Notice of Sanction

Further to our recent communications and discussion on the [insert date(s)], we consider that we are entitled to serve notice to terminate your GOS contract dated [insert start date of contract] (the "Contract") on the following grounds:

[Insert bullet points setting out the breach details and referencing clause numbers from contract]

[Insert details of any evidence relied upon in reaching this decision]

[Insert full details of all previous Remedial Notices and/or Breach Notices issued and subsequent actions taken and outcomes]

Instead of serving notice to terminate the Contract, we have decided to impose a contract sanction. We are reasonably satisfied that the contract sanction to be imposed is appropriate and proportionate to the circumstances giving rise to our entitlement to terminate the Contract.

The details of the sanction are:

[Insert details of the nature of the sanction to be applied]

[If monies are to be withheld or deducted, this Contract Sanction Notice must set out how this has been calculated and the duration of any such withholding or deduction]

[If services are to be terminated, this Contract Sanction Notice must set out which services are terminated and from what date]

[If specified reciprocal obligations under the contract are to be suspended, this Contract Sanction Notice must set out the period of that suspension and its end date]

[An explanation of the effect of the imposition of the contract sanction must always be set out]

The sanction(s) above will be imposed on [insert date].

[Where there is more than one Contract Sanction imposed, ensure the Contract Sanction Notice makes clear when each Contract Sanction is imposed]

If you do not agree with our decision to issue this Contract Sanction Notice, you should contact us within 28 days of this notice. If, after making every reasonable effort, we are unable to resolve the dispute, you may wish to refer the matter to the

NHS dispute resolution procedure by sending a written request to:

NHS Litigation Authority
FHS Appeal Unit
1 Trevelyan Square
Leeds
LS1 6AE

You do, of course, retain the right to seek support from your representative or defence body or Local Optical Committee.

Yours sincerely

[Name]
[Job title, etc.]

Annex 7.9 Template Termination Notice

[This Annex is provided as a template only and appropriate advice and support should be sought prior to issuing such a notice]

[date]

Dear *[name]*

Termination of GOS contract

Further to our recent communications, we consider that we are entitled to serve notice to terminate your GOS contract dated *[insert start date of contract]* (the "Contract") on the following grounds:

[insert:

- *grounds;*
- *contract clause number that provides the right to terminate;*
- *explanation of situation and evidence relied on that led to the decision to terminate]*

Your Contract will terminate on *[insert date here]*. During this period you should work with us to support the arrangements for the termination of your Contract.

If you do not agree with our decision to issue this Termination Notice, you should contact us within 28 days of this notice. If, after making every reasonable effort, we are unable to resolve the dispute, you may wish to refer the matter to the NHS dispute resolution procedure by sending a written request to:

NHS Litigation Authority
FHS Appeal Unit
1 Trevelyan Square
Leeds
LS1 6AE

You do, of course, retain the right to seek support from your representative or defence body or Local Optical Committee.

We enclose two copies of a declaration form in respect of receipt by you of this termination notice. I would be grateful if you would duly complete both forms and return one copy to me. The remaining copy is to be retained by you.

If you have any queries or need further assistance concerning the content of this termination notice please contact us.

Yours sincerely

[name]

[title]

Enclosure: Declaration form of receipt of termination notice

Declaration of Receipt of Termination Notice

I, *[insert name of contractor]*, hereby acknowledge receipt of the termination notice terminating my GOS contract.

I also understand that I have the right to:

- seek support from my representative or defence body or Local Optical Committee; and/or
- refer the matter in writing to the dispute resolution procedure or commence court proceedings

Please complete the following information:

Title: _____

Print first
name(s):

(in block capital
letters)

Print surname:

(in block capital
letters)

Signature:

Date termination
notice received:

Practice stamp:

--

Annex 7.10 Suitability

The wording below reflects paragraph 44 of Schedule 1 of the GOS Regulations as of 1 June 2015:

- (1) The Board shall serve notice on the contractor terminating the contract forthwith, or from such date as may be specified in the notice, if, in the case of a contract with—
 - (a) an individual, that individual;
 - (b) two or more individuals practising in partnership, any individual or the partnership; or
 - (c) a corporate body—
 - (i) that body; or
 - (ii) any director, chief executive or secretary of that body, falls within sub-paragraph (2) during the existence of the contract.
- (2) A person falls within this sub-paragraph if—
 - (a) it is the subject of a national disqualification or a contract disqualification order;
 - (b) subject to sub-paragraph (3), it is disqualified or suspended (other than by an interim suspension order or direction pending an investigation or a suspension on the grounds of ill-health) from practising by any licensing body anywhere in the world;
 - (c) subject to sub-paragraph (4), he has been dismissed (otherwise than by reason of redundancy) from any employment by a health service body unless, before the Board has served a notice terminating the contract pursuant to this paragraph, he is employed by the health service body that dismissed him or by another health service body;
 - (d) it is removed from, or refused admission to, a primary care list by reason of inefficiency, fraud or unsuitability (within the meaning of section 151(2), (3) and (4) respectively) unless its name has subsequently been included in such a list;
 - (e) he has been convicted in the United Kingdom of—
 - (i) murder; or
 - (ii) a criminal offence other than murder and has been sentenced to a term of imprisonment of over 6 months;

- (f) subject to sub-paragraph (5), he has been convicted outside the United Kingdom of an offence, which would if committed in England and Wales constitute—
 - (i) murder; or
 - (ii) a criminal offence other than murder, and been sentenced to a term of imprisonment of over 6 months;
- (g) he has been convicted of an offence referred to in Schedule 1 to the Children and Young Persons Act 1933 (offences against children and young persons with respect to which special provisions apply) or Schedule 1 to the Criminal Procedure (Scotland) Act 1995 (offences against children under the age of 17 years to which special provisions apply);
- (h) it has—
 - (i) been adjudged bankrupt or had sequestration of his estate awarded unless (in either case) he has been discharged or the bankruptcy order has been annulled;
 - (ii) been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986, unless that order has ceased to have effect or has been annulled;
 - (iii) made a composition or arrangement with, or granted a trust deed for, its creditors unless it has been discharged in respect of it; or
 - (iv) been wound up under Part IV of the Insolvency Act 1986;
- (i) there is—
 - (i) an administrator, administrative receiver or receiver appointed in respect of it; or
 - (ii) an administration order made in respect of it under Schedule B1 to the Insolvency Act 1986;
- (j) that person is a partnership and—
 - (i) a dissolution of the partnership is ordered by any competent court, tribunal or arbitrator; or
 - (ii) an event happens that makes it unlawful for the business of the partnership to continue, or for members of the partnership to carry on in partnership;

- (k) he has been—
 - (i) removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commissioners or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated; or
 - (ii) removed under—
 - (aa) section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 (powers of the Court of Session to deal with management of charities), or
 - (bb) section 34(5)(e) of the Charities and Trustee Investment (Scotland) Act 2005 (powers of the Court of Session), from being concerned with the management or control of any body; or
- (l) he is subject to a disqualification order under the Company Directors Disqualification Act 1986, the Companies (Northern Ireland) Order 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order); or
- (m) he has refused to comply with a request by the Board for him to be medically examined on the grounds that it is concerned that he is incapable of adequately providing services under the contract and, in a case where the contract is with two or more individuals practising in partnership or with a corporate body, the Board is not satisfied that the contractor is taking adequate steps to deal with the matter.
- (3) The Board shall not terminate the contract pursuant to sub-paragraph (2)(b) where the Board is satisfied that the disqualification or suspension imposed by a licensing body outside the United Kingdom does not make the person unsuitable to be, as the case may be—
 - (a) a contractor;
 - (b) in the case of a contract with two or more individuals practising in partnership, a partner; or
 - (c) in the case of a contract with a corporate body, a director, chief executive or secretary of that body.
- (4) The Board shall not terminate the contract pursuant to sub-paragraph (2)(c)— until a period of at least 3 months has elapsed since the date of the dismissal of the person concerned; or

if during the period of time specified in paragraph (a), the person concerned brings proceedings in any competent tribunal or court in respect of his dismissal, until proceedings before that tribunal or court are concluded, and the Board may only terminate the contract at the end of the period specified in sub-paragraph if there is no finding of unfair dismissal at the end of those proceedings.

- (5) The Board shall not terminate the contract pursuant to sub-paragraph (2)(f) where the Board is satisfied that the conviction does not make the person unsuitable to be, as the case may be—
- (a) a contractor;
 - (b) in the case of a contract with two or more individuals practising in partnership, a partner; or
 - (c) in the case of a contract with a corporate body, a director, chief executive or secretary of that body.

Annex 8.1 General Contract Variation Notice

Variation Notice

Contact description:	General ophthalmic [mandatory/additional] services contract between [<i>insert commissioner of the contract</i>] and [<i>insert contractor</i>] dated [<i>insert date contract was signed</i>] (the "Contract")
Contract reference:	[<i>insert</i>]

Capitalised words and phrases in this variation notice have the meanings given to them in the Contract referred to above.

1. In consideration of their respective obligations under the Contract (as varied by this variation notice) the parties have agreed the variation summarised below:

[*insert brief summary of variation*]

2. The variation is set out below:

[*complete or delete as appropriate*]

[Clause [*insert*] of the Contract is amended to read [*insert*].]

[Clause [*insert*] of the Contract is replaced by the following [*insert*].]

[The wording in Clause [*insert*] of the Contract is deleted and replaced with "Clause [*insert*] is spare".]

[*this wording is to be used where wording in a clause is to be delete as it preserves the numbering in the Contract*]

[The following clause is added as new clause [*insert*] of the Contract.]

[References in the Contract to [*insert*] are to be read as references as [*insert*].]

[*insert other*]

3. The Parties agree that the Contract is varied accordingly.
4. The variation takes effect on [*insert date*].

IN WITNESS OF WHICH the parties named below have signed this variation notice on the date(s) shown below:

Signed by:	<i>[insert name of the Commissioner's authorised signatory]</i>
for and on behalf of the <i>[insert the name of the commissioner of the Contract]</i>	
Signature:	
Title:	
Date:	

Signed by:	<i>[insert name of the contractor's authorised signatory]</i>
for and on behalf of <i>[insert name of the contractor]</i>	
Signature:	
Title:	
Date:	

Annex 8.2 Acknowledgement of Intention to Relocate Premises or Include Additional Premises

[date]

Dear [insert]

[Relocation of premises/Inclusion of additional premises] (delete as appropriate)

Thank you for your recent letter informing us of your intention to [relocate your ophthalmic premises to a premises different from those set out in your general ophthalmic services contract (the "Contract") /include additional ophthalmic premises to your general ophthalmic services contract (the "Contract")].

You will be aware that your Contract is specific to the premises from which you currently practice. Clause 24 and 29 of your Contract contained the following address(es) of premises:

[Insert the practice address(es) as per the contract]

Before your Contract can be varied to include the new premises, we will need to carry out a practice visit to ensure the proposed premises, record keeping facilities and staffing arrangements are suitable for the delivery of services.

Please note you will not be able to submit claims from the new premises until the variation of your Contract has been agreed. Any claims which are received prior to the variation being agreed will not be authorised.

In view of the above, we would like to arrange to carry out the practice visit as soon as possible after the premises are set up to provide services. Please contact us at the earliest opportunity to arrange a mutually convenient date for this visit.

I look forward to hearing from you. In the meantime if you have any queries on this or any other matter, please contact me.

Yours sincerely

[name]

[title]

Annex 8.3 Outcome of Visit – Action required

[date]

Dear [insert]

[Relocation of premises/Inclusion of additional premises] (delete as appropriate)

We write further to our practice visit of your new premises at [*insert new practice address*] on [insert date] undertaken by [*insert visiting team names*].

Unfortunately, we are unable to agree to the variation of your general ophthalmic services contract (the "Contract") until the following actions have been completed:

[*Insert the action to be taken by the contractor*]

Once you have carried out the action identified above, please contact me so that we can then arrange for a further inspection, of the areas detailed above.

We would like to remind you that you will not be able to submit claims from the new premises until the variation of your Contract has been agreed.

If you would like to discuss this matter further please contact me and I will be happy to assist you.

Yours sincerely

[name]

[title]

Annex 8.4 Agreement to Relocation or Include of Additional Premises

[date]

Dear [insert]

[Relocation of premises/Inclusion of additional premises] (delete as appropriate)

We write further to our practice visit of your new premises at [*insert new practice address*] on [insert date] undertaken by [*insert visiting team names*].

We are pleased to advise that we are satisfied with the practices premises, record keeping and staffing arrangements at the above mentioned premises.

In view of this, we enclose two copies of a contract variation notice, to vary your general ophthalmic services contract to [relocate the premises/include additional premises] (delete as appropriate).

The variation is effective from [*insert the date*].

Please sign and date both contract variation notices and return one copy to me at [*insert address*] by [*insert date*]. Please retain the other copy.

Should you have any queries on this or any other matter, please contact me.

Yours sincerely

[name]

[title]

Encs

Annex 8.5 Refusal of relocation or Inclusion of Additional Premises

[date]

Dear [insert]

[Relocation of premises/Inclusion of additional premises] (delete as appropriate)

We write further to our practice visit of your new premises at [*insert new practice address*] on [*insert date*] undertaken by [*insert visiting team names*].

Unfortunately, we are unable to agree to the variation of your general ophthalmic services contract to include services to be provided from the new premises.

We have found the premises to be unsuitable for the operation of general ophthalmic services for the following reasons:

[*insert reasons*]

We have recommended the actions needed to remedy this and have followed this up with you on [*detail occasions on which follow up has been made and contacts made with contractor*].

You have, however, failed to provide assurance that these actions have been completed.

If you wish to discuss this decision further, please contact us using the details at the head of this letter and we shall endeavour to help you resolve the problem.

If you are still unhappy with the decision or our handling of this matter and wish to take it further, you should follow the procedures outlined and detailed in part 18 of your contract.

Yours sincerely

[date]

[insert]

Annex 8.6 Removal of Premises

[date]

Dear [insert]

Removal of premises for the provision of ophthalmic services

Thank you for your recent letter informing us of your intention to remove [*Insert practice premises to be removed*] practice premises from your general ophthalmic services contract (the "Contract").

You will be aware that your Contract is specific to the premises from which you currently practice. Clause 24 and 29 of your Contract included the premise address(es):

[*Insert the practice address(es) as per the contract*]

The closure of the practice premises used for the provision of ophthalmic services will take effect on [date].

Any claims which have taken place after the agreed date of removal of these practice premises will not be authorised for payment.

I enclose two copies of the contract variation notice. I would be grateful if you could sign and return one copy of the contract variation notice to me no later than [date]. The other copy should be retained by you.

If you have any queries on this or any other matter, please contact me.

I look forward to hearing from you.

Yours sincerely

[name]

[title]

Annex 8.7 Letter Requiring Information Relating to a Change from Individual to Partnership

[date]

Dear [name]

Notice to Change from Individual to Partnership – [insert GOS contract reference]

Please provide the information below to the Commissioner no less than 28 days before the requested contract variation.

1. Affix practice stamp:

-
2. The names of the person(s) [List all partners]
in the proposed partnership:

-
3. The name, address, [Insert information]
telephone number, fax
number and email address
of the partnership:

-
4. Will the partnership be a Yes / No
limited partnership?

If yes, who is a limited and who is a general partner?	[List all partners indicating who is limited and who is general]
---	---

-
5. Confirm that the proposed [List all partners indicating whether each is an
partner(s) is / are an ophthalmic practitioner]
ophthalmic practitioner.

-
6. Confirm that the proposed [List all partners indicating whether each
partner(s) satisfies the satisfies the conditions imposed by regulation
conditions imposed by 4]
regulation 4 of the General
Ophthalmic Services
Contracts Regulations

2008.

-
7. The proposed date from *[insert date]*
which this change is to be
implemented:
-

8. A completed application *[Confirm that an appropriate application form is
completed and enclosed]*
form

Signed by current contractor, _____
[insert name]

Date _____

Signed by proposed new partner, _____
[insert name]

Date _____

Signed by proposed new partner, _____
[insert name]

Date _____

[add further signatures lines as necessary]

Please note that providing this information does not impose any obligation on the
Commissioner to agree to the change in contractor status.

Please don't hesitate to contact me if you have any questions.

Yours sincerely

[name]

[title]

Annex 8.8 Acknowledgement of Information Relating to a Change from Individual to Partnership

[date]

Dear [name]

Contract details - [insert name of contract]

Thank you for providing information relating to a change in the contractor status of your general ophthalmic services contract from an individual to a partnership.

[I can confirm that we are satisfied that the information you have provided meets the conditions laid out in paragraph 34 of Schedule 1 of the GOS Contracts Regulations 2008 thus enabling us to agree that the contract will continue with the partnership with effect from [insert date]. We include a contract variation notice with this letter. I have included two copies of the variation notice which I would be grateful if you could return after being signed. We will then sign the documents and return a copy for you to retain for your records.

Please provide us with your new partnership bank account details (if these have changed) so that we can update our records and ensure that you continue to receive payment for GOS.

OR

We are not satisfied that the person(s) you have proposed is eligible to hold a general ophthalmic services contract. This is because [insert]. The contract will remain with you as individual contractor until this matter can be resolved and we agree that the contract can be varied.]

If you would like to discuss this decision further please contact [insert contact details].

Yours sincerely

[name]

[title]

Annex 8.9 Letter Requiring Information Relating to a Change from Partnership to Individual

[date]

Dear [name]

Notice to Change from Partnership to Individual – [insert GOS contract reference]

Please provide the information below to the Commissioner no less than 28 days before the requested contract variation.

1. Affix practice stamp:

-
2. The names of the [insert the nominated partner's name]
former partner who is
nominated to take
forward the contract:

-
3. Confirm that the [Indicating whether the nominated person satisfies
nominated partner satisfies the conditions imposed by regulation 4]
imposed by regulation 4
of the General
Ophthalmic Services
Contracts Regulations
2008:

-
4. The proposed date from [insert date]
which this change is to
be implemented:

-
5. Detail how the [insert details]
nominated partner will
continue to deliver the
full range of services
currently provided:

Signed by current partner, _____
[insert name]

Date _____

OFFICIAL

Signed by current partner, _____
[insert name]

Date _____

Signed by proposed new _____
person, [insert name]

Date _____

[add further signatures lines as necessary]

Please note that providing this information does not impose any obligation on the Commissioner to agree the change in contractor status.

Please don't hesitate to contact me if you have any questions.

Yours sincerely

[name]

[title]

Annex 8.10 Acknowledgement of Information Relating to Change from Partnership to Individual

[insert date]

Dear [name]

Contract details - [insert name of contract]

Thank you for providing information relating to a change in the contractor status of your general ophthalmic services contract from a partnership to an individual. We note that you have nominated [insert name of partner continuing as an individual] to continue as an individual contractor.

[I can confirm that we are satisfied that the information meets the conditions laid out in paragraph 35 of Schedule 1 of the GOS Contracts Regulations 2008 thus enabling us to agree that the contract will continue with the named individual rather than partnership with effect from [insert date]. We include a contract variation notice with this letter. I have included two copies of the variation notice which I would be grateful if you could return after being signed. We will then sign the documents and return one copy for you to retain for your records.

Please provide us with your new partnership bank account details (if these have changed) so that we can update our records and ensure that you continue to receive payment for GOS.

OR

We are not satisfied that the person you have nominated is eligible to hold a general ophthalmic services contract. This is because [insert]. The contract will remain with you the partnership until this matter can be resolved and we agree that the contract can be varied.]

If you would like to discuss this decision further please contact [insert contact details].

Yours sincerely

[name]

[title]

Annex 8.11 Letter Requiring Information Relating to New Partner Joining Partnership

[date]

Dear [name]

Join New Partner to Partnership – [insert GOS contract reference]

Please provide the information below to the Commissioner no less than 28 days before the requested contract variation.

1. Affix practice stamp:

-
2. The names of the [insert name(s)] person(s) who will join the partnership:

-
3. Confirm that the [Indicating whether the person satisfies the conditions imposed by regulation 4] conditions imposed by regulation 4 of the General Ophthalmic Services Contracts Regulations 2008:

-
4. The date the new [insert date] partner joined or proposes to join the partnership:

-
5. Whether the partner is [insert details] an ophthalmic practitioner:

-
6. Whether the new [insert details] partner is or is to be a general or limited partner:
-

-
7. Complete and enclose [Confirm application form is completed and
an Application Form in enclosed]
accordance with
Schedule 3 of the
General Ophthalmic
Services Contracts
Regulations 2008:

Signed by current partner, _____
[insert name]

Date _____

Signed by current partner, _____
[insert name]

Date _____

[add further signatures lines as necessary]

Please note that providing this information does not impose any obligation on the Commissioner to add the person as a contractor party.

Please don't hesitate to contact me if you have any questions.

Yours sincerely

[name]

[title]

Annex 8.12 Acknowledgement of Information Relating to New Partner Joining Partnership

[insert date]

Dear [name]

Contract details - [insert name of contract]

Thank you for providing information relating to a new partner joining the partnership.

[I can confirm that we are satisfied that the new partner meets the conditions laid out in paragraph 36 of Schedule 1 of the GOS Contracts Regulations 2008 thus enabling us to agree that the new partner can join the partnership with effect from [insert date]. We include a contract variation notice with this letter. I have included two copies of the variation notice which I would be grateful if you could return after being signed. We will then sign the documents and return one copy for you to retain for your records.

Please provide us with your new partnership bank account details (if these have changed) so that we can update our records and ensure that you continue to receive payment for GOS.

OR

We are not satisfied that the individual you have proposed is eligible to be a new partner in the partnership. This is because [insert]. The contract will remain with the partnership as previously constituted until this matter can be resolved and we agree that the contract can be varied.] Include this only if the Commissioner is not satisfied that a new partner meets the condition of Regulation 4 of the GOS Regulations. [If the new partner has already joined the partnership, you must remove the new partner within 28 days of the date of this letter otherwise we will immediately terminate the contract.]

If you would like to discuss this decision further please contact [insert contact details].

Yours sincerely

[name]

[title]

Annex 8.13 Mandatory Services: Application from a Contractor for a Contractor variation to Provide Ophthalmic Services at Different or Additional Premises

1. General Information

Name of Contractor	
Please give full details of contractor including current address	
Please indicate in which area your new premises are located	
Is this a change of premises or an additional location Please complete section 2 and 3 for each new practice	Change/additional
Start date	
Please provide the date you wish the variation to start (dd/mm/yyyy)	
Contact details	
Please provide the named contact email and preferred telephone details	

2. New Practice details

Practice details:	
Practice name:	
Practice trading name (if different):	
New Practice address:	
Please confirm that the practice premises will be available for the provision of the services from the	Yes / No

proposed contract variation start date.	
Practice telephone number:	
Practice fax number:	
Practice email address:	

3. Premises, equipment and record-keeping

Premises

Size of premises – in particular the rooms that will be available for sight testing

Waiting areas available – in particular the seating arrangements that are available

Please supply any other relevant information relating to premises to support your application (continue on a separate sheet if necessary):

Equipment

Please list relevant equipment in support of your application (continue on a separate sheet if necessary):

Record-keeping	
How will individual records be maintained?	Manual / Computerised / Combination
Will the records be kept on or off the premises? If off, where will they be held and by whom?	On/off
Please supply any other relevant information relating to record-keeping and information governance arrangements to support your application (continue on a separate sheet if required):	

4. Other information

Please provide evidence that your public liability insurance relating to liabilities to third parties arising under or in connection with the contract that are not covered by the clinical indemnity insurance include the new premises
Any other information the Commissioner may require (please use a separate sheet where needed)

5. Undertaking and declarations

Undertaking
<p>I undertake to:</p> <ul style="list-style-type: none"> • comply with the General Ophthalmic Service Contracts Regulations 2008 (as amended); • notify the Commissioner within seven days of any material changes to the information provided in the contract variation application until the application is finally determined; • provide general ophthalmic services; and • inform the Commissioner whenever changing any of the addresses named in the application for a contract to provide general ophthalmic services.

Declaration
I declare that the information provided in this application is accurate in respect of: (name of practice)
I understand that if I provide information that is inaccurate or untrue I may be prosecuted, and I declare that the information that I have provided is true and accurate to my best knowledge and belief.
Signed:
Date:
Name (BLOCK LETTERS):
Position held (BLOCK LETTERS):

Please return the application and supporting documentation to:

[Commissioner to insert details]

Annex 9.1 Contractor's Preliminary Notice of Force Majeure Event

1. Introduction

- 1.1 This template should be submitted to the Commissioner if an unplanned event occurs due to circumstances or events beyond the reasonable control of the contractor that could have a detrimental impact on service provision.
- 1.2 Notification should normally be provided to the Commissioner within three working days of its occurrence.
- 1.3 The template should be typed to ensure legibility and emailed (or hand delivered) to the Commissioner to avoid the possibility of its being lost in the post.
- 1.4 The Commissioner will record that the event has happened and provide the contractor with an acknowledgment letter, a template for which is provided in Annex 10.2.
- 1.5 No evidence is required at the preliminary advice stage.

Force majeure - Notification of an unplanned event	
Date notified:	
Practice address:	
Contract number:	

I/we refer to the force majeure provisions in our contract and write to notify you that as a result of the unplanned event detailed below it may not be possible to deliver the services required by the contract.

Date(s) of event	
Description of event	
Action being taken to mitigate loss of service	

Annex 9.2 Acknowledgement of Contractor Notification

[*date*]

Dear [*name*]

Notification of unplanned event

Contract number: [*insert*]

Practice address: [*insert*]

Thank you for advising us of an unplanned event which may affect delivery of the services under the contract. We are sorry to hear about what has happened.

Please keep us informed of progress in restoring your NHS services to patients.

Yours sincerely

[*name*]

[*title*]

Annex 10.1 Example Acknowledgement Letter

[*date*]

Dear [*contractor name*]

Ref: [contract details]

Further to your recent notification, dated [notification date], I can confirm we have received your intention to dispute our decision dated [insert date] in relation to:

[*matter 1 details*]

To proceed with the dispute resolution process, please submit to the above address your supporting evidence in relation to the matters under dispute within 28 days of this letter.

Yours sincerely,

[*name*]

[*title*]

Annex 10.2 Example Invitation Letter

[*date*]

Dear [*contractor name*]

Ref: [contract details]

Following the receipt of evidence regarding your dispute relating to:

[*matter details*]

We would like to invite you to discuss the matter at a meeting on:

[*proposed date*],

[*proposed time*],

[*insert proposed location*]

Our representatives [*insert names of Commissioner's representatives*], will attend at the meeting.

You may have a representative from your national representative body, Local Optical Committee or a friend/colleague to attend with you. Please be aware that your representative will not normally be permitted to speak at the meeting. Professional advisors, such as solicitors or accountants, will not normally be in attendance in a representative role unless especially requested in advance of the meeting.

I would be grateful if you would confirm in writing your acceptance to attend this meeting and provide details of any representatives you may wish to accompany you.

Yours sincerely,

[*name*]

[*title*]

Annex 10.3 Example Stage 1 Outcome Letter (Matter(s) Resolved)

[*date*]

Dear [*contractor name*]

Ref: [contract details]

Further to our recent meeting on [*date/time/location of meeting*] to discuss your dispute, I am writing to confirm the following outcome(s):

[*outcome details*]

We are pleased to confirm the outstanding matters are now resolved and your contract file has been updated to reflect this mutual resolution.

Yours sincerely,

[*name*]

[*title*]

Annex 10.4 Example Stage 1 Outcome Letter (Referral)

[date]

Dear [contractor name]

Ref: [contract details]

Further to our recent meeting on [date/time/location of meeting] to discuss your dispute, I am writing to confirm the following outcome(s):

[outcome 1 details]

As we were unable to resolve this dispute by local dispute resolution, you may now wish to refer the matter(s) to the Secretary of State for dispute resolution in accordance with the General Ophthalmic Services Contracts Regulations 2008.

If you do wish to refer the matter(s) to the Secretary of State, then please send all supporting documentation to the FHSAU which undertakes the delegated function of the Secretary of State. We have enclosed a copy of the FHSAU Guidance Note for parties involved in Dispute Resolution.

Yours sincerely,

[name]

[title]

[Enclose copy of the FHSAU Guidance Note which is provided at Annex 10.5]

Annex 10.5 Guidance Note for parties involved in dispute resolution

Introduction

This Guidance Note is for general information purposes only. It is not exhaustive but does cover the essential elements needed for parties submitting, or responding to, applications for dispute resolution.

Who are we?

The NHS Litigation Authority ("NHS LA") is a Special Health Authority, which (amongst other things) adjudicates in contractual disputes between the NHS Commissioning Board (NHS England) and individual primary care contractors.

Although the relevant Regulations refer to the Secretary of State, these matters were delegated to the NHS LA with effect from 1 April 2005. The Family Health Services Appeal Unit based in Leeds discharges these functions for the NHS LA.

What regulations are applicable?

The relevant legislative framework is contained in one of the following:

- the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013;
- the General Ophthalmic Services Contracts Regulations 2008;
- the National Health Service (General Dental Services Contracts) Regulations 2005;
- the National Health Service (Personal Dental Services Agreements) Regulations 2005;
- the National Health Service (Personal Medical Services Agreements) Regulations 2004.

Is legal representation permitted?

Parties can be represented or assisted by whoever they wish although representatives who are not bound by The Law Society's Code of Conduct should provide an 'authority to act' letter from their client.

What information should I provide?

An application for dispute resolution should include:

- the full names and contact details of the parties involved in the dispute;
- a statement describing the nature and circumstances of the dispute (with reference to the appropriate regulations or contract provisions);
- a signed copy of the contract which is in dispute;
- what the applicant sees as the appropriate outcome of the dispute;
- confirmation that all local dispute resolution options have been exhausted.

- A comparables table (in Current Market Rent cases) in the form set out here:
<http://www.nhsla.com/Pages/Publications.aspx?library=FHSAU%7cpublications>

The NHS LA's current Protocol can be found at [http://www.nhsla.com/NHSLA/Documents/Local Dispute Resolution Protocol for CMR April 2014.pdf](http://www.nhsla.com/NHSLA/Documents/Local%20Dispute%20Resolution%20Protocol%20for%20CMR%20April%202014.pdf)

Who will take the final decision?

The decision is usually taken by an officer of the NHS LA who fulfils the role of "the Adjudicator".

What is the procedure?

On receipt of an application, the NHS LA will first consider whether it has jurisdiction to consider the dispute.

If it does, the NHS LA will then consider whether the application provides the information required by the Regulations. If the appropriate information has been provided, the NHS LA will invite representations from parties. At this stage, the parties should provide all further evidence which they wish the NHS LA to consider.

When submitting representations to the NHS LA, accompanying bundles of documents should be indexed and paginated. A chronology of events is useful in complicated cases. Parties should not assume that the NHS LA is familiar with particular systems and processes. Clear and specific reference should be made to any pages in the bundle upon which the party relies in support of a particular representation.

No document may be provided on a 'confidential basis' although a party may apply to have parts of any document withheld from publication in the NHS LA's determination. All information received will be disclosed to the other parties, so any party wishing to have material withheld from publication must send a full version of the document to the NHS LA, indicating which parts the party would like withheld and the reasons why withholding is sought.

Any representations received will be circulated for final observations before the case is placed before the Adjudicator for determination.

What happens next on GMS/PMS Current Market Rent disputes?

The NHS LA may ask the Royal Institution of Chartered Surveyors to nominate an advisor from whom the Adjudicator may seek advice on the current market rent for the premises. The NHS LA will circulate a copy of any advice received to the parties for observations on its content, before the Adjudicator reaches a final decision on the application for dispute resolution.

Will there be an Oral Hearing?

The majority of cases are decided on the basis of the correspondence. Occasionally, however, particularly where there are material differences in the facts presented by the parties, complexities, or even insufficient information, it may be necessary to hold an Oral Hearing.

Who will be present at the Oral Hearing?

The Adjudicator (who may be assisted by a clerk), the parties, their representatives and any relevant witnesses will be invited to attend an Oral Hearing.

What procedure will be followed at an Oral Hearing?

The Adjudicator will explain the procedures to be followed on the day (and may also provide written procedural information in advance).

Who will be allowed to speak?

In general terms, each party will be allowed to expand on their written evidence and each party will be given the opportunity to comment on matters raised at the hearing. The Adjudicator may question any party.

Are witnesses allowed?

Appropriate witnesses may be brought to support your case although you should provide the NHS LA with a written summary of their evidence in advance.

The Adjudicator will indicate at the hearing whether it is necessary for them to give evidence orally.

What papers will the parties receive?

If you have indicated your intention to attend the hearing, you (and all other parties attending) will receive a set of papers which will usually include:

- The application for dispute resolution; and
- Any presentations received.

Any further material you wish to present at the hearing will be considered at the discretion of the Adjudicator.

How long will the hearing last?

This will depend on the complexity of the case and the number of witnesses involved. Hearings may last for one or more days and it will be a matter for the Adjudicator to determine the length for which the case will be listed. The Adjudicator will try to ensure parties keep to the point and that there is no repetition.

What happens after the Hearing?

The Adjudicator will consider the information put forward by the parties and make a determination with reasons. The NHS LA will then notify the parties of the decision in writing.

Parties with special and other needs?

The NHS LA is committed to ensuring the adequate facilities and equipment are provided at oral hearing venues to assist parties with disabilities. Please notify the NHS LA in advance if any particular assistance is required, providing as much notice as possible.

How long will the process take?

It may take up to 15 weeks for the FHSAU to determine cases on the papers and up to 33 weeks for cases referred to an Oral Hearing or Advisor.

To whom can I complain if I am dissatisfied with the adjudication of the dispute?

Decisions of the NHS LA can only be set aside by the High Court. Independent legal advice should be sought on this.

Any complaints about the way in which a dispute has been handled should be submitted to:

Chief Executive
NHS Litigation Authority
151 Buckingham Palace Road,
London,
SW1W 9SZ

or to:

Head of the FHSAU
NHS Litigation Authority
FHS Appeal Unit
1 Trevelyan Square
Leeds
LS1 6AE

Your concerns will be investigated by the Chief Executive or a nominated officer.

Is there any other information available?

The NHS LA publishes previous decisions, statistical information, a sheet of Frequently Asked Questions and other material on its website at: www.nhsla.com.

Alternatively you can email fhsau@nhsla.com

Please note however that we do not provide advice.

Annex 12.1 Abbreviations and Acronyms used

CSV	Comma Separated Values
GOS	General Ophthalmic Services
GPA	General Purpose Audit
KPI	Key Performance Indicator
LOC	Local Optical Committee
OCP	Optical Charges and Payments
PCS	Primary Care Services
PCT	Primary Care Trust
PPV	Post Payment Verification

Annex 12.2 Patient Enquiry Letter

Dear (*Patient's name*)

NHS England is responsible for the payment to NHS contractors working within the [*name*] area, and, as part of a routine audit, is obliged to check claims made for NHS treatment and services by those contractors.

We are currently undertaking an audit of all opticians and your name has been selected at random from a sample of claims recently made by [*optician's name*].

Could you please confirm the treatment/services that were provided, by completing the enclosed form. I would be grateful if you could return it to me in the pre-paid envelope, within 7 days.

Please be assured this is a confidential routine audit and it is simply to confirm that you have received the treatment or services that have been claimed on your behalf.

Please do not hesitate to contact me directly on [*telephone number*] if you have any queries or concerns.

Many thanks for your assistance.

Yours sincerely

[*insert Commissioner's name*]

Annex 12.3 Adult Questionnaire

Please try to answer all relevant questions as accurately as possible but do not worry if you are unable to answer a question or you cannot remember exactly when an event happened or precisely what was supplied.

Please do not approach the optician for more information.

(Please CIRCLE as appropriate)

Have you ever had your eyesight tested at the opticians named in the attached letter?	YES / NO / DON'T KNOW	
If YES – How many times in the last 2 years?		
When was the last time? (approximately)		
Was the eyesight test through the NHS? (i.e. paid for by the Health Service and not by you)	YES / NO/ DON'T KNOW	
The last time you had your eyes tested - Did the Optician named in the letter supply you with spectacles?	YES / NO/ DON'T KNOW	
If YES – Did you pay the full cost of the spectacles?	YES / NO/ DON'T KNOW	
If NOT – Did the NHS pay for them? (either wholly or partially)	YES / NO/ DON'T KNOW	
Please give the number of pairs of spectacles supplied after the last eye test.	Distance Glasses	
	Reading Glasses	
	Bifocals or Multi-focals	
Were any of the spectacle lenses tinted (coloured) with a visible tint or do they change colour with the sun?	YES / NO/ DON'T KNOW	
If YES – How many pairs were tinted?		
Have you ever had any spectacles repaired by this optician and paid for by the NHS?	YES / NO/ DON'T KNOW	
If YES – When was the last repair completed (approximately)		
Were the spectacles repaired or completely	REPAIRED / REPLACED	

replaced?		
If REPAIRED – What was the repair?	New lens or lenses.	YES / NO/ DON'T KNOW
	New frame or frame front.	YES / NO/ DON'T KNOW
	New side or sides (arms).	YES / NO/ DON'T KNOW
Signed		
Please PRINT name		
Date		

Annex 12.4 Child Questionnaire

Please try and answer all relevant questions as accurately as possible but do not worry if you are unable to answer a question or you cannot remember exactly when an event happened or precisely what was supplied.

Please do not approach the optician for more information.

(Please CIRCLE as appropriate)

Has your child ever had their eyesight tested at the opticians named in the attached letter?	YES / NO/ DON'T KNOW	
If YES – How many times in the last 2 years?		
When was the last time? (approximately)		
Was the eyesight test through the NHS? (i.e. paid for by the Health Service and not by you)	YES / NO/ DON'T KNOW	
The last time your child had their eyes tested - Did the Optician named in the letter supply them with spectacles?	YES / NO/ DON'T KNOW	
If YES – Did you pay the full cost of the spectacles?	YES / NO/ DON'T KNOW	
If NO – Did the NHS pay for them? (either wholly or partially)	YES / NO/ DON'T KNOW	
Please give the number of pairs of spectacles supplied after the last eye test.	Distance Glasses	
	Reading Glasses	
	Bifocals or Multi-focals	
Were any of the spectacle lenses tinted (coloured) with a visible tint or do they change colour with the sun?	YES / NO/ DON'T KNOW	
If YES – How many pairs were tinted?		
Has your child had any spectacles repaired by this optician and paid for by the NHS?	YES / NO/ DON'T KNOW	
If YES – When was the last repair completed (approximately)		
Were the spectacles repaired or completely replaced?	REPAIRED / REPLACED	

If REPAIRED – What was the repair?	New lens or lenses.	YES / NO/ DON'T KNOW
	New frame or frame front.	YES / NO/ DON'T KNOW
	New side or sides (arms).	YES / NO/ DON'T KNOW

Signed

Please PRINT name

Date

Annex 12.5 Report Template

[This is a worked example of a template which should be completed post visit]

NHS England

POST PAYMENT VERIFICATION REPORT

Contractor: *Seymour Clearly Opticians*

Date of Visit: *1 April 2014*

Practice Represented by: *Mr Seymour Clearly (Contractor)*

Commissioner attendees: *Post Payment Verification Officer*
Optometric Adviser

Section 1 - Introduction

In accordance with the Procedure for Post Payment Verification visits to Optical Practices, a Post Payment Verification visit has been carried out in respect of the above named contractor.

Please confirm your acceptance of the above report or any objections by completing section 9.

Section 2 - Key Objectives

The key objectives were to ensure that:

- There are adequate procedures for recording services provided by the contractor to patients.
- There is a satisfactory understanding and application of the GOS and OCP regulations in respect of each claim type.
- Systems exist to prevent errors and omissions as far as possible, in the claims submitted.

Section 3 - Scope of Work

The verification process covered the following areas:

- GOS Sight Tests (GOS1)
- GOS Optical Vouchers (GOS3)
- GOS Repairs and Replacements (GOS4)
- GOS Domiciliary Visits (GOS6) If submitted.

Section 4 - Assessment of the Systems and Procedures

- The practice staff completes the GOS forms and then processes them for payment.
- A reconciliation of the payments received in respect of GOS claims made, is completed. This is completed by checking the statement received from the Commissioner against the GOS ledger file held in the practice.
- The practice staff has a clear understanding of the NHS General Ophthalmic Services (GOS) Regulations in respect of each Optical Items of Service claim.
- The contractor ensures that the claims are made in accordance with General Ophthalmic Services Contracts Regulations 2008 and the National Health Service (Optical Charges and Payments) Regulations 2013.
- The sight test details relating to the GOS claim are recorded on the patient record.

Sight Tests

An appointment is made with the optometrist or OMP for a sight test. The patient signs part 2a of the GOS 1 form before the sight test. The form is then passed to the practice staff that complete part 3 and enter the details of the sight test on the patient record card. Following completion of the sight test the optometrist or OMP then signs the form. A ledger is kept by the contractor and the practice staff makes a note of the claim detailing the date the claim is sent to NHS England, name and address of the patient and if the claim is for a domiciliary visit. The form is then submitted to NHS England for payment every month.

Vouchers

Once the sight test has taken place the optometrist or OMP records the prescription details onto GOS 2 and if appropriate onto the GOS 3 claim form and the patient's record. If the patient elects to order the glasses/contact lens he/she signs part 1 of the form. The practice staff orders the glasses/contact lens and complete an order form and send the order to the supplier (unless they undertake in house spectacle manufacture).

Once the glasses have been received at the practice, the practice staff contacts the patient to let the patient know the glasses are ready for collection. The patient is then dispensed the glasses/contact lens and signs part 2 of the GOS 3 form to confirm they have received the glasses/contact lens. The practice staff completes part 3 GOS 3 form and the authorised signatory signs and dates the form. The practice staff then enters the details of the claim into the practice ledger or Practice Administration System. The GOS 3 is then submitted to NHS England for payment at the end of every month.

Repairs and Replacements

The patient attends the practice with a problem i.e. the glasses need repairing or replacing and they are eligible for a repair or replacement. The patient signs part 2 of the GOS 4 form. The repair is undertaken on the premises and the details are

entered on the patient's record. If the glasses need replacing an order is made and sent to the supplier. Once the glasses have been received at the opticians, the practice staff contacts the patient to let them know the glasses are ready for collection.

The patient checks the glasses then signs part 4 of the GOS 4 form to confirm the repair has been completed. The practice staff complete part 5 of the GOS 4 and the authorised signatory signs and dates the form. A claims file is kept by the contractor and the practice staff makes a note of the claim-detailing name of patient, voucher claimed and amount claimed. The form is then submitted to NHS England for payment.

Section 5 - Findings: - Testing of the Sample of Claims

Sight Tests (GOS1)

Source of Verification

The primary source of verification at the practice was:-

- Patient record

Secondary source of verification was:-

- Appointment diary

The practice was paid for [1000] GOS1 claims in the period 01/04/2014 to 31/03/2015.

The size of the claim sample used was [10] claims.

The findings were as follows: -

- 100% verified to the patient records.

Total GOS1 Sight Test Claims Verified: - 100%

Domiciliary Visits (GOS6) if claimed

0 claims were selected.

The findings were as follows: -

- 100% verified to the patient record as taken place.

Total GOS claims for Domiciliary visits Verified: - **100%**

Spectacle Vouchers (GOS3)

Source of Verification

The primary source of verification at the practice was: -

- *Patient record*

The secondary source of verification was:-

- *Order books, glazing records, patient testimony.*

The practice was paid for [1000] GOS1 claims in the period 01/04/2014 to 31/03/2015.

The size of the claim sample used was [30] claims.

The findings were as follows: -

- *100% verified to the patient record as taken place.*
- *90% verified as being the correct amount claimed.*

Total GOS3 Spectacle Voucher Claims Verified: - **90%**

Repairs and Replacements (GOS4)

Source of Verification

The primary source of verification at the practice was: -

- *Patient record*

The secondary source of verification was:-

- *Order books, glazing records,*

The practice were paid for [100] GOS1 claims in the period 01/04/2014 to 31/03/2015.

The size of the claim sample used was [10] claims.

The findings were as follows: -

- *100% verified to the patient record as taken place.*
- *90% verified as being the correct amount claimed.*

Total GOS4 Spectacle Voucher Claims Verified: - xx%

Section 6 - Summary of Findings

Claim Type	Totals	Claims Verified (%)	Verification Percentage
Sight Tests			
Total No of Claims checked	100		
Number of Claims confirmed as having taken place	100	100.0	
Number of Claims confirmed as valid under GOS	100	100.0	
Number of Claims showing the correct amount claimed	100	100.0	
Total Percentage			100.0
Domiciliary Visits			
Total No of Claims checked	10		
Number of Claims confirmed as having taken place	10	100.0	
Number of Claims confirmed as valid under GOS	9	90.0	
Number of Claims showing the correct amount claimed	9	90.0	
Total Percentage			90.0
Vouchers			
Total No of Claims checked	70		
Number of Claims confirmed as having taken place	70	100.0	
Number of Claims confirmed as valid under GOS	70	100.0	
Number of Claims showing the correct amount claimed	63	90.0	
Total Percentage			90.0
Repairs & Replacements			
Total No of Claims checked	20		
Number of Claims confirmed as having taken place	18	90.0	
Number of Claims confirmed as valid under GOS	16	80.0	
Number of Claims showing the correct amount claimed	16	80.0	
Total Percentage			80.0

Total Verification Percentage			90.0
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Section 7 - Discrepancies from the Post Payment Verification Visit

Outlined below are the selected claims which were unable to be verified during your Post Payment Verification visit.

Sight Tests/Domiciliary visits

NHS Number	Date of Birth	Due Date	Discrepancy

Spectacle Vouchers

NHS Number	Date of Birth	Due Date	Discrepancy

Repair and Replacements

NHS Number	Date of Birth	Date of Visit	Discrepancy

Section 8 – Conclusions/Recommendations

Sight Tests/Domiciliary Visits

The system and procedure for recording sight tests is on the computer and paper patient records. No other source of verification is in place. As a second source of verification, it is recommended that the appointment sheets/book are kept.

Vouchers

The system and procedure for recording vouchers is on the computer and paper patient records. No other source of verification is in place. As a second source of verification, it is recommended that date of collection of the glasses/contact lenses be entered in the patient record.

Repairs and Replacements

The system and procedure for recording repairs and replacements is on the patient records, no other source of verification is in place. As a second source of verification, it is recommended that a repairs and replacements book is introduced. This book will detail the patient name, date of birth, give a description of a repair or replacement, date of repair or replacement and date the patient collects the glasses. This record should be completed at the time of the repair.

Signed: _____ Date: _____

Post Payment Verification Officer

Section 9 – Confirmation of acceptance/rejection of report

I, *[insert name]* on behalf of *[insert practice name]* confirm that I accept/reject (delete as appropriate) the findings and recommendations of NHS England contained in the report of my PPV visit on the *[insert date]*

I detail below my reasons for the rejection of the report's findings and conclusions:

Signed:

Name:

Date:

Annex 12.5 – Conflict of Interest Declaration

NHS England and NHS Improvement –

Conflicts of Interest and Commercial in Confidence Declaration for Optometry Clinical Advisors for NHS England & NHS Improvement

PART 1 – PERSONAL DETAILS

Your Name	Organisation you are substantively employed with	Role
		Optometry Clinical Advisor

PART 2 – CONFLICTS OF INTEREST

Conflicts of interest arise when an individual or organisation can exploit a professional or official capacity, including acquiring or using information or being involved in processes connected to contractual management of GOS services, for personal or business benefit. The existence of a conflict of interest does not, in itself, indicate that a person or organisation has acted in an unprofessional manner or breached any regulations. In some situations, conflicts of interest are unavoidable.

Conflicts of Interest are usually categorised as **Actual, Potential or Perceived**.

Actual conflicts of interest exist where financial or other personal or professional considerations compromise an individual's objectivity, professional judgment, professional integrity, and/or ability to perform his or her responsibilities as an Optometry Clinical Advisor.

Potential conflicts of interest exist in situations where an individual Optometry Clinical Advisor, a member of the individual's family, or a close personal relation has financial interests, personal relationships, or professional associations with an outside individual or organisation, such that his or her activities within clinical advice that could appear to be biased by that interest or relationship. A **Perceived** conflict of interest is described as this also, even if that individual has agreed not to act on those outside interests, as it could be viewed as a conflict by an interested or impartial party.

Examples of conflicts of interest that are relevant in healthcare include (N.B. this list is not exhaustive):

- Being a potential provider of services.
- Partnership (such as in a general practice) or employment in a professional partnership, such as a limited liability partnership.
- Directorships, including non-executive directorships held in private companies or PLCs.
- Ownership or part-ownership of private companies, businesses or consultancies likely or possible seeking to do business with the NHS or its contractors.
- Shareholding in organisations likely or possibly seeking to do business with the NHS or its contractors.
- A clinician making onward referrals to other establishments (which may be linked to an individual or business).

- Personal interest or that of a family member, close friend or other acquaintance, in any of the above.

Please list below any **Actual, Potential or Perceived** conflicts of interest arising from your involvement as an Optometry Clinical Advisor. If any other conflicts than those declared below are discovered they will be reported to the commissioning lead for mitigation.

Brief description of conflict	Organisation/ People/Bodies involved	Position/Job Title/Role in organisation	Actual/ Potential/ Perceived

Please demonstrate how you propose to deal with the actual, potential or perceived conflicts you have detailed above so that they do not prejudice a fair, non-discriminatory, equitable, GOS contractual processes of NHS England & NHS Improvement (Midlands), and how you would ensure this conflict of interest was avoided. Please be aware this will be evaluated by the commissioning lead on how the conflict can be mitigated which may be over and above your statement.

Avoidance of conflict/Mitigation plan:

PART 3 – COMMERCIAL IN CONFIDENCE

Code of Business Conduct for all Optometry Clinical Advisors and any other member co-opted on to the planned workstreams and/or any evaluation panels associated with the GOS contractual management process and/or those requiring information on process.

I acknowledge and agree that:

1. I will carry out the duties as part of the Optometry Clinical Advisor role, any defined workstreams or evaluations in a thorough, transparent, non-discriminatory and objective manner and in accordance with the requirements of the GOS governance process, procedures and Eye Health Policy Handbook;
2. The documents made available to me (in electronic and/or hard copy format) for the purpose of performing my duties are classified "Commercial in Confidence", and I confirm that none of these documents nor their contents will or have been released, disclosed or divulged by me, or on my behalf, to any third party without the relevant authorisation to receive them (or without the prior written consent of the NHS England and NHS Improvement);
3. I understand that the release or disclosure of such material to a third party without such authorisation will be regarded very seriously and may result in disciplinary or litigation action against me/my organisation;
4. In Part 2, I have declared any actual, potential, or perceived conflicts of interest in relation to any duties I may perform as Optometry Clinical Advisor, identified workstreams or optometry contractual evaluation panels. If this situation changes, I shall immediately inform the commissioning lead or their nominated deputy and complete a new declaration;
5. Any conflict of interest identified, either in Part 2 or outside of my declarations, will be escalated to the commissioning lead for evaluation and action.

PART 4 –

SIGNATURE

I confirm that the information I have given in Part 1 and Part 2 is to the best of my knowledge and if this changes I will update this immediately by informing the commissioning lead (or nominated deputy) as soon as I am aware. I have read and understood Part 2 and Part 3 and sign below to show my agreement to the conditions stated.

Name:

Signature:

Date: