
STATUTORY INSTRUMENTS

2008 No. 1185

The General Ophthalmic Services Contracts Regulations 2008

PART 5

Contracts: Required Terms

Fees, charges and financial interests of the contractor

16.—(1) The contract must contain terms relating to fees, claims, charges and financial interests which have the same effect as those set out in this regulation.

(2) The contractor shall not, either itself or through any other person, demand or accept a fee or other remuneration for its own or another's benefit from—

(a) any patient of its; or

(b) any person who has requested services under the contract for himself or a family member, for the provision of any treatment under the contract or as a prerequisite to providing services under the contract to that person or the family member.

(3) Obligations imposed on the contractor by virtue of the Charges Regulations or any determination under section 180(11) must be terms of the contract.

(4) The contractor in making a decision—

(a) as to what services to recommend or provide to a patient who has sought services under the contract; or

(b) to refer a patient for other services within the National Health Service,

must do so without regard to its own financial interests.

(5) Any claim by a contractor for fees in respect of the provision of mandatory services or additional services shall be made by completing or securing the completion of a sight test form and sending it to the PCT within 6 months after the date of completion of the provision of the services.

(6) Any such claim shall be—

(a) signed by the ophthalmic practitioner who performed the sight test in respect of which the claim is made, who shall also supply, with that signed claim, his professional registration number; and

(b) in a case where the ophthalmic practitioner is not the contractor, counter-signed on behalf of the contractor by a person (who may be the ophthalmic practitioner), duly authorised by the contractor to counter-sign, whom the contractor has previously notified the PCT is so authorised.

(7) A signatory or counter-signatory shall sign any such claim in ink with his initials or forename and with his surname in his own handwriting and not by means of a stamp.

(8) A contractor shall be entitled to demand and recover from a patient or person having charge of a patient a sum in respect of loss of remunerative time resulting from that patient's failure to keep an appointment.

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- (9) A contractor shall not demand or accept from the PCT the payment of any fee or other remuneration in respect of any item of service—
- (a) which has not been provided under the contract; or
 - (b) for which another claim has already been submitted to the PCT.