

# Policy Book for Primary Dental Services – Appendices

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## Annex 2.1 Extracts from Legislation

The NHS ACT 2006 – SECTIONS 13C – 13Q

General duties of the Board

(13C) Duty to promote NHS Constitution

- (1) NHS England 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

NHS England must exercise its functions effectively, efficiently, and economically.

(13E) Duty as to improvement in quality of services

- (1) NHS England 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.
- (2) In discharging its duty under subsection (1), NHS England must, in particular, act with a view to securing continuous improvement in the outcomes that are achieved from the provision of the services.
- (3) 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.
- (4) In discharging its duty under subsection (1), NHS England 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

.....  
(13G) Duty as to reducing inequalities

NHS England must, in the exercise of its functions, have regard to the need to--

- a. reduce inequalities between persons 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 including the outcomes described in section 13E.

(13H) Duty to promote involvement of each patient

NHS England 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

NHS England 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

NHS England 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) NHS England 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) NHS England 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

NHS England must, in the exercise of its functions facilitate or otherwise, 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) NHS England 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) NHS England 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) NHS England must encourage integrated care boards 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 or for the purposes of the Social Services and Well-being (Wales) Act 2014).

(5) For the purposes of this section, the provision of housing accommodation is a health-related service.

(13NA) Duty to have regard to wider effect of decisions

(1) In making a decision about the exercise of its functions, NHS England must have regard to all likely effects of the decision in relation to—

- a. the health and well-being of the people of England;
- b. The quality of services provided to individuals—
  - (i) by relevant bodies, or
  - (ii) in pursuance of arrangements made by relevant bodies,

for or in connection with the prevention, diagnosis, or treatment of illness, as part of the health service in England;

- c. efficiency and sustainability in relation to the use of resources by relevant bodies for the purposes of the health service in England.

(2) In subsection (1)—

- a. the reference to a decision does not include a reference to a decision about the services to be provided to a particular individual for or in connection with the prevention, diagnosis, or treatment of illness;
- b. the reference to effects of a decision in relation to the health and well-being of the people of England includes a reference to its effects in relation to inequalities between the people of England with respect to their health and well-being;
- c. the reference to effects of a decision in relation to the quality of services provided to individuals includes a reference to its effects in relation to inequalities between individuals with respect to the benefits that they can obtain from those services.

(3) In discharging the duty under this section, NHS England must have regard to guidance published by it under section 13NB.

(4) In this section "relevant bodies" means—

- a. the NHS England,
- b. integrated care boards,



- c. NHS trusts established under section 25, and
- d. NHS foundation trusts.

(13NB) Guidance about discharge of duty

- (1) NHS England may publish guidance about the discharge of—
  - a. the duty imposed on it by section 13NA;
  - b. (b)the duty imposed on integrated care boards by section 14Z43;
  - c. (c)the duty imposed on NHS trusts by section 26A;
  - d. (d)the duty imposed on NHS foundation trusts by section 63A.
- (2) NHS England must consult any persons NHS England considers it appropriate to consult—
  - a. before first publishing guidance under this section, and
  - b. before publishing any revised guidance containing changes that are, in the opinion of NHS England, significant

(13NC) Duties as to climate change etc

- (1) NHS England must, in the exercise of its functions, have regard to the need to—
  - a. contribute towards compliance with—
    - (i) section 1 of the Climate Change Act 2008 (UK net zero emissions target), and
    - (ii) section 5 of the Environment Act 2021 (environmental targets), and
  - b. adapt to any current or predicted impacts of climate change identified in the most recent report under section 56 of the Climate Change Act 2008.

- (1) In discharging the duty under this section, NHS England must have regard to guidance published by it under section 13ND

(13ND) Guidance about discharge of duty under section 13NC etc

NHS England may publish guidance about the discharge of—

- a. the duty imposed on it by section 13NC;
- b. the duty imposed on integrated care boards by section 14Z44;
- c. the duty imposed on NHS trusts by section 26B;
- d. the duty imposed on NHS foundation trusts by section 63B.]

(13O) Duty to have regard to impact on services in certain areas

- (1) In making commissioning decisions, NHS England 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 NHS England, 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

NHS England 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 NHS England

(1) This section applies in relation to any health services which are, or are to be, provided pursuant to arrangements made by NHS England in the exercise of its functions ("commissioning arrangements").

(2) NHS England must make arrangements to secure that individuals to whom the services are being or may be provided, and their carers and representatives (if any) are involved (whether by being consulted or provided with information or in other ways) –

- a. in the planning of the commissioning arrangements by NHS England,
- b. in the development and consideration of proposals by NHS England 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 NHS England 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 NHS England 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

- a. in a case where the administrator's report relates to an NHS trust, NHS England and the Secretary of State have made their decisions under section 65K(1) and (2), or

- b. in a case where the administrator's report relates to an NHS foundation trust, the Secretary of State is satisfied as mentioned in section 65KB(1) or 65KD(1) or makes a decision under section 65KD(9).

## 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.
- (2) A person who is not a public authority but who exercises public functions must, in the exercise of those functions, have due regard to the matters mentioned in subsection (1).
- (3) Having due regard to the need to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to—
  - a. remove or minimise disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic;
  - b. take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it;
  - c. encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.
- (4) The steps involved in meeting the needs of disabled persons that are different from the needs of persons who are not disabled include, in particular, steps to take account of disabled persons' disabilities.
- (5) Having due regard to the need to foster good relations between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to—

- a. tackle prejudice, and
  - b. promote understanding.
- (6) Compliance with the duties in this section may involve treating some persons more favourably than others; but that is not to be taken as permitting conduct that would otherwise be prohibited by or under this Act.
- (7) The relevant protected characteristics are—
  - age;
  - disability;
  - gender reassignment;
  - pregnancy and maternity;
  - race;
  - religion or belief;
  - sex;
  - sexual orientation.
- (8) A reference to conduct that is prohibited by or under this Act includes a reference to—
  - a. a breach of an equality clause or rule;
  - b. a breach of a non-discrimination rule.
  - c. Schedule 18 (exceptions) has effect.

## Annex 3.1 Persons Eligible to Enter into a GDS Contract

### 1. Statutory Provisions

- a. Section 102 of the NHS Act (extracted in paragraph 2 below) sets out the types of persons (including organisation types) that may enter into a GDS contract.
- b. Regulations 3 to 5 of the GDS Regulations (extracted in paragraph 3 below) sets out the eligibility criteria that must be satisfied before any of the types of persons set out in section 102 of the NHS Act can enter into the GDS contract.
- c. The extracted legislation below is correct as of 1 June 2015.

### 2. Section 102 of the NHS Act 2006

#### 102 Persons eligible to enter into GDS contracts

1. The Board may, subject to such conditions as may be prescribed, enter into a general dental services contract with—
  - a. dental practitioner,
  - b. a dental corporation,
  - c. two or more persons practising in partnership where the conditions in subsection (2) are satisfied,
  - d. a limited liability partnership where the conditions in subsection e. (2A) are satisfied.
2. The conditions referred to in subsection (1)(c) are that—
  - a. at least one partner is a dental practitioner, and
  - b. subsection (3A) or (3B) applies.
- 2A. The conditions referred to in subsection (1)(d) are that—
  - a. at least one member is a dental practitioner, and
  - b. subsection (3A) or (3B) applies.
3. Regulations may make provision as to the effect, in relation to a general dental services contract entered into by individuals practising in partnership, of a change in the membership of the partnership.
  - (3A) This subsection applies if a partner or member who is a dental practitioner, or who falls within subsection (3C), has the power to secure that the partnership's affairs are conducted in accordance with that partner's or member's wishes.
  - (3B) This subsection applies if, in any combination of partners or members who, acting together, have the power (or who, if they were to act together, would have the power) to secure that the partnership's affairs are conducted in accordance with

their wishes, at least one of them is a dental practitioner or a person who falls within subsection (3C).

- a. (3C) A person falls within this subsection if the person is—
  - (a) an NHS employee,
  - (b) a section 92 employee, section 107 employee, section 50 employee, section 64 employee, section 17C employee or Article 15B employee,
  - (c) a health care professional who is engaged in the provision of services under this Act or the National Health Service (Wales) Act 2006, or
  - (d) an individual falling within section 108(1)(d).

4. In this section—

“dental corporation” means a body corporate which is carrying on the business of dentistry in accordance with the Dentists Act 1984 (c. 24)

“health care professional”, “NHS employee”, “section 92 employee”, “section 107 employee”, “section 50 employee”, “section 64 employee”, “section 17C employee” and “Article 15B employee” have the meaning given by section 108.

## 5. Regulations 3 to 5 of the GDS Regulations

Conditions: Introductory

3. Subject to the provisions of any scheme made by the Secretary of State under section 300 (transfer schemes) and any order made under section 303 (power to make consequential provision) of the 2012 Act, the Board may only enter into a contract if the conditions set out in—
  - (a) regulation 4; and
  - (b) in the case of a contract to be entered into with a dental corporation on or after the coming into force for all purposes of article 39 of the Dentists Act Order (substitution of sections 43 and 44), regulation 5, are met.

### General prescribed conditions relating to all contracts

4. (1) For the purposes of section 102 of the 2006 Act (conditions upon which general dental services contract may be entered into) the prescribed condition is 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 dental corporation or any member of a limited liability partnership.
- (3) A person falls within this paragraph if—
  - (a) he or it is the subject of a national disqualification;

- (b) subject to paragraph (4), he or 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 prior to the date the contract is to be commenced or, if earlier, the date on which the contract is to be signed -
  - (i) 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; or
  - (ii) he or 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 49F(2), (3) and (4) of the Act respectively) unless his or its name has subsequently been included in such a list;
- (d) 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 six months;
- (e) subject to paragraph (6), he has been convicted outside the United Kingdom of an offence—
  - (i) which would, if committed in England and Wales, constitute murder; or
  - (ii) committed on or after 14th December 2001, which would if committed in England and Wales, constitute a criminal offence other than murder, and been sentenced to a term of imprisonment of over six months;
- (f) 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 of this Act 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) committed on or after 1st April 2006.
- (g) he or it has—
  - (i) been adjudged bankrupt or had sequestration of his estate awarded or is a person in relation to whom a moratorium period under a debt relief order (under Part 7A of the Insolvency Act 1986) applies unless he has been

discharged from the bankruptcy or the sequestration 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, or a debt relief restrictions order or interim debt relief restrictions order under Schedule 4ZB, 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, his or its creditors unless he or it has been discharged in respect of it;
- (h) an administrator, administrative receiver or receiver is appointed in respect of it;
- (i) he has within the period of five years prior to the date the contract is to be commenced 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;
  - (ii) 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) or under section 34 of the Charities and Trustee Investment (Scotland) Act 2005 (powers of Court of Session), from being concerned in the management or control of any body; or
- (j) 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 shall 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 it does not make that person unsuitable to be—
- (b) a contractor;
  - (b) a director, chief executive or secretary of a corporation entering into a contract, in the case of a contract with a dental corporation; or



- (c) a member of a limited liability partnership entering into a contract, in the case of a contract with a limited liability partnership, as the case may be.
- (5) 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 shall not fall within paragraph (3)(e) where the Board is satisfied that the conviction does not make that person unsuitable to be—
- (a) a contractor;
  - (b) a director, chief executive or secretary of a corporation entering into a contract, in the case of a contract with a dental corporation; or
  - (c) a member of a limited liability partnership entering into a contract, in the case of a contract with a limited liability partnership, as the case may be.
- (7) For the purposes of paragraph (3)(c)(i), a health service body includes a Strategic Health Authority or a Primary Care Trust which was established before the coming into force of sections 33 and 34 of the 2012 Act.

#### Additional prescribed conditions relating to contracts with dental corporations

5. (1) Subject to paragraph (2), it is a condition in the case of a contract to be entered into with a dental corporation on or after the date of the coming into force for all purposes of article 39 of the Dentists Act Order that no—
- (a) offence has been or is being committed under section 43 of the Dentists Act; or
  - (b) financial penalty has been imposed under section 43B or 44 of the Dentists Act.
- (2) Paragraph (1) shall not apply if the Board is satisfied that any offence under section 43 or penalty imposed under section 43B or 44 of the Dentists Act does not make the dental corporation unsuitable to be a contractor, whether by virtue of the time that has elapsed since any conviction or penalty was imposed, or otherwise.

## Annex 3.2 Persons Eligible to Enter into a PDS Agreement

### 1. Statutory Provisions

- 1.1 Section 108 of the NHS Act (extracted in paragraph 2 below) sets out the types of persons (including organisation types) that may enter into a PDS agreement (referred to in the NHS Act as section 107 agreements).
- 1.2 Regulations 3 to 5 of the PDS Regulations (extracted in paragraph 3 below) sets out the eligibility criteria that must be satisfied before any of the types of persons set out in section 108 of the NHS Act can enter into the PDS agreement.
- 1.3 The extracted legislation below is correct as of 1 June 2015 (check date)

### 2. Section 108 of the NHS Act 2006

108 Persons with whom agreements may be made under section 107

- (1) The Board may, subject to such conditions as may be prescribed, make an agreement under section 107 only with one or more of the following—
  - (a) an NHS trust or an NHS foundation trust,
  - (b) a dental practitioner,
  - (c) a health care professional,
  - (d) an individual who is providing services—
    - (i) under a general medical services contract or a general dental services contract or a Welsh general medical services contract or a Welsh general dental services contract,
    - (ii) in accordance with section 107 arrangements, section 92 arrangements, section 50 arrangements, section 64 arrangements, section 17C arrangements or Article 15B arrangements, or
    - (iii) under section 17J or 25 of the 1978 Act or Article 57 or 61 of the Health and Personal Social Services (Northern Ireland) Order 1972 (S.I. 1972/1265 (N.I.14)), or has so provided them within such period as may be prescribed,
  - (e) an NHS employee, a section 107 employee, a section 92 employee, a section 50 employee, a section 64 employee, a section 17C employee or an Article 15B employee

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- (f) a dental corporation,
  - (fa) a company limited by shares where the conditions in subsection (1A) are satisfied,
  - (fb) a limited liability partnership where subsection (1B) or (1C) applies
- (1A) The conditions referred to in subsection (1)(fa) are that—
- (a) every person who owns a share in the company owns it both legally and beneficially, and
  - (b) it is not possible for two or more members of the company who are not persons who fall within subsection (1)(a) to (e) to hold the majority of the voting rights conferred by shares in the company on any matter on which members have such rights.
- (1B) This subsection applies if a member of the partnership who falls within subsection (1)(a) to (e) has the power to secure that the partnership's affairs are conducted in accordance with that member's wishes.
- (1C) This subsection applies if, in any combination of members of the partnership who, acting together, have the power (or who, if they were to act together, would have the power) to secure that the partnership's affairs are conducted in accordance with their wishes, at least one of them falls within subsection (1)(a) to (e).
- (2) ...
- (3) In this section—
- “the 1978 Act” means the National Health Service (Scotland) Act 1978 (c.29),
  - “Article 15B arrangements” means arrangements for the provision of services made under Article 15B of the Health and Personal Social Services (Northern Ireland) Order 1972,
  - “Article 15B employee” means an individual who, in connection with the provision of services in accordance with Article 15B arrangements, is employed by a person providing or performing those services,
  - “dental corporation” means a body corporate which is carrying on the business of dentistry in accordance with the Dentists Act 1984,
  - “health care professional” means a person who is a member of a profession regulated by a body mentioned (at the time the agreement in

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- question is made) in section 25(3) of the National Health Service Reform and Health Care Professions Act 2002 (c. 17),
- “NHS employee” means an individual who, in connection with the provision of services in the health service, the Scottish health service or the Northern Ireland health service, is employed by–
  - an NHS trust, an NHS foundation trust or (in Northern Ireland) a Health and Social Services Trust, (b) a Local Health Board,
    - a person who is providing services under a general medical services contract or a general dental services contract or a Welsh general medical services contract or a Welsh general dental services contract,
  - an individual who is providing services as specified in subsection(1)(d)(iii),
- “the Northern Ireland health service” means the health service within the meaning of the Health and Personal Social Services (Northern Ireland) Order 1972,
- “the Scottish health service” means the health service within the meaning of the National Health Service (Scotland) Act 1978,
- “section 17C arrangements” means arrangements for the provision of services made under section 17C of the 1978 Act,
- “section 17C employee” means an individual who, in connection with the provision of services in accordance with section 17C arrangements, is employed by a person providing or performing those services,
- “section 50 arrangements” means arrangements for the provision of services made under section 50 of the National Health Service (Wales) Act
- 2006 (c. 42),
- “section 64 arrangements” means arrangements for the provision of services made under section 64 of that Act,
- “section 107 employee” means an individual who, in connection with the provision of services in accordance with section 107 arrangements, is employed by a person providing or performing those services,
- “section 92 employee” means an individual who, in connection with the provision of services in accordance with section 92 arrangements, is employed by a person providing or performing those services,

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- “section 50 employee” means an individual who, in connection with the provision of services in accordance with section 50 arrangements, is employed by a person providing or performing those services,
- “section 64 employee” means an individual who, in connection with the provision of services in accordance with section 64 arrangements, is employed by a person providing or performing those services,
- “Welsh general medical services contract” means a contract under section 42(2) of the National Health Service (Wales) Act 2006, and
- “Welsh general dental services contract” means a contract under section 57(2) of that Act.

### 3. Regulations 3 to 5 of the PDS Regulations

Conditions: introductory

3. Subject to the provision of any scheme made by the Secretary of State under section 300 (transfer schemes) or any order made under section 303 (power to make consequential provision) of the 2012 Act, the Board may only enter into an agreement if the conditions set out in—

- (a) regulation 4; and
- (b) in the case of an agreement to be entered into with a dental corporation on or after the coming into force for all purposes of article 39 of the Dentists Act Order (substitution of sections 43 and 44), regulation 5, are met.

General conditions relating to all agreements

4. (1) The Board may make an agreement with an individual falling within section 28D(1)(b) to (d) if that individual does not fall within paragraph (3).
- (2) The Board may make an agreement with a person only if
  - (a) in the case of a dental corporation, that dental corporation, or any director, chief executive, or secretary of that corporation; or
  - (b) in the case of a company limited by shares, that company limited by shares, or any director, chief executive, or secretary of that company; or
  - (c) in the case of a limited liability partnership, that limited liability partnership, or any member of that partnership, does not fall within paragraph (3).

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(3) A person falls within this paragraph if:

- (a) he or it (in the case of a dental corporation, a company limited by shares, or a limited liability partnership) is the subject of a national disqualification;
- (b) subject to paragraph (4), he or 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 prior to the date the agreement is to be commenced or, if earlier, the date on which the agreement is to be signed—
  - (i) 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; or
  - (ii) he or 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 49F(2), (3) and (4) of the Act respectively) unless his or its name has subsequently been included in such a list;
- (d) 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 six months;
- (e) subject to paragraph (6), he has been convicted outside the United Kingdom of an offence—
  - (i) which would, if committed in England and Wales, constitute murder; or
  - (ii) committed on or after 14th December 2001, which would if committed in England and Wales, constitute a criminal offence other than murder, and been sentenced to a term of imprisonment of over six months;

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- (f) 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 of this Act 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) committed on or after 1st April 2006;
- (g) he or it has—
  - (i) been adjudged bankrupt or had sequestration of his estate awarded or is a person in relation to whom a moratorium period under a debt relief order (under Part 7A of the Insolvency Act 1986) applies unless he has been discharged from the bankruptcy or the sequestration 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, or a debt relief restrictions order or interim debt relief restrictions order under Schedule 4ZB, 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, his or its creditors unless he or it has been discharged in respect of it;
- (h) an administrator, administrative receiver or receiver is appointed in respect of it;
- (i) he has within the period of five years prior to the date the agreement is to be commenced or, if earlier, the date on which the agreement 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;
  - (ii) 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)

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or under section 34 of the Charities and Trustee Investment (Scotland) Act 2005 (powers of Court of Session), from being concerned in the management or control of any body; or

- (iii) been subject to a disqualification order under the Company Directors Disqualification Act 1986<sup>12</sup>, 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 shall 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 it does not make that person unsuitable to be—
- (c) a party to an agreement;
  - (b) a director, chief executive, or secretary of a dental corporation, in the case of an agreement with a dental corporation;
  - (c) a director, chief executive or secretary of a company limited by shares, in the case of an agreement with a company limited by shares; or
  - (d) a member of a limited liability partnership, in the case of an agreement with a limited liability partnership.
- (5) 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 shall not fall within paragraph (3)(e) where the Board is satisfied that the conviction does not make the person unsuitable to be—
- (a) a party to an agreement;
  - (b) a director, chief executive, or secretary of a dental corporation, in the case of an agreement with a dental corporation;
  - (c) a director, chief executive or secretary of a company limited by shares, in the case of an agreement with a company limited by shares; or
  - (d) a member of a limited liability partnership, in the case of an agreement with a limited liability partnership.
- (7) For the purposes of paragraph (3)(c)(i), a health service body includes a



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Strategic Health Authority or a Primary Care Trust which was established before the coming into force of sections 33 and 34 of the 2012 Act.

Additional conditions relating to agreements with dental corporations or companies Limited by shares

5. (1) Subject to paragraph (2), it is a condition in the case of an agreement to be entered into with a dental corporation or a company limited by shares on or after the date of the coming into force of article 39 of the Dentists Act Order, that no—
  - (b) offence has been or is being committed under section 43 of the Dentists Act; or
  - (b) financial penalty has been imposed under section 43B or 44 of the Dentists Act.
- (2) Paragraph (1) shall not apply if the Board is satisfied that any offence under section 43 or penalty imposed under section 43B or 44 of the Dentists Act does not make a dental corporation or a company limited by shares unsuitable to be a contractor, whether by virtue of the time that has elapsed since any conviction or penalty was imposed, or otherwise.

## **Annex 4.1 Template Variation Notice for Legislation / Regulatory Change – GDS Contracts**

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

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **Notice of variation to your GDS contract**

We give you notice that we intend to vary your GDS contract dated [insert start date of contract] (the "Contract") with effect from [insert date (if this date is less than 14 days after the date this notice will be served, explain why)]. We provide the wording of the variation below.

[insert variation wording or attach the model variation]

This variation is made to comply with the terms of [insert legislation that requires the change]. Under clause [insert clause number of contract (clause 125 for the Standard GDS Contract)], we may vary the Contract without your consent where this is due to legislative or regulatory change. You are not, therefore, required to acknowledge this variation notice.

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]

## **Annex 4.2 Template Variation Notice for Legislation / Regulatory Change – PDS Agreement**

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

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **Notice of variation to your PDS agreement**

We give you notice that we intend to vary your PDS agreement dated [insert start date of contract] (the "Contract") with effect from [insert date (if this date is less than 14 days after the date this notice will be served, explain why)]. We provide the wording of the variation below.

[insert variation wording]

This variation is made to comply with the terms of [insert legislation that requires the change]. Under clause [insert clause number of contract], we may vary the Contract without your consent where this is due to legislative or regulatory change. You are not, therefore, required to acknowledge this variation notice.

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]

## **Annex 4.3 General GDS contract or PDS agreement variation**

**Standard General Dental Services (GDS) Contract Variation / Personal Dental Services (PDS) Agreement [delete as applicable] Variation Notice for:**

**[insert title of variation being issued]**

The text of the Standard General Dental Services/ Personal Dental Services [Delete as appropriate] Variation Notice [month and year] has been prepared by [insert name of commissioning organisation]

This variation forms part of your Standard General Dental Services Contract / Personal Dental Services Agreement [delete as appropriate] dated [insert month and year of original contract issue] and the contents within the variation document supersede the prior contracts clauses as from the date of agreed effectiveness or the date of the variation document if it contains no timescale.

[insert contract number]  
[insert practice address]

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**Standard GDS Contract / PDS Agreement Variation Notice [delete contract type as appropriate] – [month and year]**

Dear [insert name of contractor]

**Notice of variation to your General Dental Services Contract / Personal Dental Services Agreement [delete as appropriate] dated [insert date]**

We give you notice that the terms of your General Dental Services Contract / Personal Dental Services Agreement [delete as appropriate] dated [insert date] are varied as set out below with effect from [insert date].

This variation is made to signify the change of contract with [insert name] to reflect changes arising from [insert reasons – e.g. relevant legislation OR change in circumstances (e.g. opening hours) to your General Dental Services Contract / Personal Dental Services Agreement [delete as appropriate] dated [1<sup>st</sup> April 2006 or insert date] and thereby ensure compliance with the Regulations.

**Clause Variations**

[insert original clause number and text]

*Is replaced by*

[insert amended clause and text]

[if there is more than one clause to be varied, repeat the steps above]

We request you to acknowledge receipt of this notice by ensuring all parties to the contract sign the updated contract signature at the end of this variation. Please sign and return both notices. We will then sign and return a fully signed variation for your records.

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**Standard GDS Contract / PDS Agreement Variation Notice [delete contract type as appropriate]**

I / we [insert contractor name] acknowledge receipt of the notice of variation dated [insert date].

I / we acknowledge that this notice will take effect from [insert date]

Signed [contractor]:

Print name:

Date:

[Add additional signatory blocks as required]

On behalf of [insert commissioning organisation]:

Signed:

Print name:  
[Insert job title]

Date:

[The variation must be signed by all persons with power to bind the Contractor].

## Annex 4.4 Notification of sub-contracting arrangements

Please complete all sections of this form and return to [insert commissioning organisation and method of return e.g. email address]

Contractor details	
Contractor name and address:	
NHSBSA contract number:	

I/we notify [please amend as appropriate] that a sub-contract has been agreed to provide clinical services for the above contract. The sub-contractor's details are:

Sub-contractor details											
Organisation / individual name(s)											
Address:											
NHSBSA contract number (if applicable):											
Performer names and number:	<table border="1"> <thead> <tr> <th>Name</th> <th>Performer number</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Name	Performer number								
	Name	Performer number									

Further information on sub-contracting arrangements	
What are the reasons for these sub-contracting arrangements?	
How will you manage any displaced patients that would not	

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wish to or could not access the new premises?	
What are the benefits to your existing patients of the proposed location (services, opening hours, facilities, staff)	
Any additional information that you may feel is relevant?	

I/we [please amend as appropriate] confirm that I/we [please amend as appropriate] wish these premises and performers to be added to my contract on COMPASS to enable them to submit claims for activity undertaken through this sub-contract arrangement.

I/we [please amend as appropriate] confirm that:

- The sub-contractor detailed above is qualified and competent to provide services included in my contract
- The sub-contractor detailed above holds adequate insurance
- Systems are in place to ensure contemporaneous patient records are maintained for services provided through this sub-contract arrangement
- There is an expectation that contracted activity and access levels will be maintained
- Superannuation rules will apply to the sub-contracting arrangement
- The sub-contract in place between the parties prohibits the sub-contractor detailed above from sub-contracting clinical services to another party
- The sub-contractor and their premises are registered with CQC without conditions

Declaration	
Signed by:	
Print name:	
Date:	



## **Annexes 4.5 – 4.16 Template requests for information – changes to the contracting parties**

These annexes contain requests for information to be sent to the contractor and corresponding acknowledgements for completion by the Commissioner. The Annexes include:

- Annex 4.5 – Request for information relating to change from individual to partnership – GDS contracts
- Annex 4.6 – Acknowledgement of information relating to change from individual to partnership – GDS contracts
- Annex 4.7 – Template GDS variation relating to change from individual to partnership
  
- Annex 4.8 – Request for information relating to change from individual to more than one individual – PDS agreements
- Annex 4.9 – Acknowledgement of information relating to change from individual to more than one individual – PDS agreements
- Annex 4.10 - Template PDS variation relating to change from individual to partnership
  
- Annex 4.11 – Request for information relating to change from partnership to individual – GDS contract
- Annex 4.12 – Acknowledgement of information relating to change from partnership to individual – GDS contract
- Annex 4.13 - Template GDS variation relating to change from partnership to individual
  
- Annex 4.14 – Request for information relating to change from more than one individual to an individual - PDS agreement
- Annex 4.15 – Acknowledgement of information relating to change from more than one individual to an individual - PDS agreement
- Annex 4.16 - Template PDS variation relating to change from partnership to individual

## Annex 4.5 Request for information relating to change from individual to partnership – GDS contracts

### Notice to be completed by the GDS contractor proposing to practice in partnership

Please complete all sections of this form and return to [insert commissioning organisation and method of return e.g. email address]

The questions set out below are designed to establish that you are proposing to practice in partnership, and your proposed partners, satisfy the conditions imposed by the National Health Service (General Dental Services Contracts) Regulations 2005. If necessary, please continue your answers on separate pieces of paper and attach them to this form.

Current contractor details	
Name of contractor	
Practice address	
NHSBSA contract number	

1.	Please provide us with the name in which you wish the partnership contract to be known as	
2.	Please state the date on which you wish your status as a contractor to change to a partnership (at least 28 days from the date the 292 Notice is received by the commissioning organisation and the 1st day of the month).	

### 3. Please list the names of each person with whom you propose to practice in partnership

For each person listed please confirm whether that person is a registered dentist (and provide GDC registration number) or meets the conditions set out at S.102 (2) of the NHS Act 2006, namely is one of the following: an NHS employee, a healthcare professional employed in the provision of services or is providing general dental or medical services (please provide details).

Name of existing partner	
--------------------------	--

Is the proposed partner a registered dentist?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes provide GDC registration number		
If no, confirm that the Partner meets with conditions set out in section 102(2) of the NHS Act 2006 and provide details as to how they meet the requirements.		

Name of proposed partner		
Is the proposed partner a registered dentist?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes provide GDC registration number		
If no, confirm that the Partner meets with conditions set out in section 102(2) of the NHS Act 2006 and provide details as to how they meet the requirements.		

Name of proposed partner		
Is the proposed partner a registered dentist?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes provide GDC registration number		
If no, confirm that the Partner meets with conditions set out in section 102(2) of the NHS Act 2006 and provide details as to how they meet the requirements.		

**6. Will the partnership be a limited partnership? If so, please state whether each partner will be a limited or general partner. Please provide the name and registration number of the limited partnership.**

Partner 1	Name		
	Registration number		
	Type of partner	<input type="checkbox"/> Limited	<input type="checkbox"/> General
Partner 2	Name		
	Registration number		
	Type of partner	<input type="checkbox"/> Limited	<input type="checkbox"/> General
Partner 3	Name		
	Registration number		

	Type of partner	<input type="checkbox"/> Limited	<input type="checkbox"/> General
--	-----------------	----------------------------------	----------------------------------

[add more lines for partners if required]

		Yes	No
5.	I confirm that I have a partnership agreement in place	<input type="checkbox"/>	<input type="checkbox"/>

6. I confirm that I have done the following pre-employment checks			
		Yes	No
a)	Confirmed that the proposed partner(s) is registered with the GDC (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
b)	Confirmed whether there are any conditions associated with the GDC registration (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
c)	Checked that the proposed partner(s) is on the National Performers List (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
d)	I confirm that I have checked the declaration made by the proposed partner(s) and I agree with the declaration following my pre-employment checks	<input type="checkbox"/>	<input type="checkbox"/>

By signing this form, you confirm that the information provided in it is true and complete. The Commissioner may take steps to verify any of the information that you provide. Should any of the information be false, your GDS Contract may be terminated.

Contract holder	
Signed by:	
Print name:	
Date:	

**Please complete the following questions for each partner.**

Name of existing partner	
--------------------------	--

		Yes	No
7.	Have there been any previous or current contractual or performance issues relating to the provision of NHS dental services?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
8.	Have you been the subject of a national disqualification?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
9.	Have you been disqualified or suspended from practising by any licensing body anywhere in the world?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
10.	Have you ever been dismissed from employment by a health service body?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
11.	Have you ever been refused admission to, or removed from, a Performers' List or other primary care list?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		

12. Have you ever been convicted of		Yes	No
a)	Murder?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
b)	A criminal offence other than murder for which you were sentenced to more than six months imprisonment	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
c)	An offence overseas that would, if committed in England and Wales, have fallen within 12 (a) or (b)	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
d)	An offence referred to in Schedule 1 to the Children and Young Persons Act 1933 or Schedule 1 to the Criminal Procedure (Scotland) Act 1995?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		

13. Have you ever:		Yes	No
a)	Been adjudged bankrupt or had sequestration of your estate awarded	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
b)	Been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under	<input type="checkbox"/>	<input type="checkbox"/>

	Schedule 4A to the Insolvency Act 1986  If yes, please provide details		
c)	Made a composition or arrangement with, or granted a trust deed for, your creditors  If yes, please provide details	<input type="checkbox"/>	<input type="checkbox"/>
d)	Had an administrator, administrative receiver or receiver appointed in respect of it  If yes, please provide details	<input type="checkbox"/>	<input type="checkbox"/>
e)	Been removed from the office of charity trustee or trustee for a charity by an order of the Charity Commissioners or the High Court  If yes, please provide details	<input type="checkbox"/>	<input type="checkbox"/>
f)	Been removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 from being concerned in the management or control of any body  If yes, please provide details	<input type="checkbox"/>	<input type="checkbox"/>
g)	Been subject to a disqualification under the Company Directors Disqualification Act 1986, the Companies (Northern Ireland) Order 1986 or to an order under section 429 (2) (b) of the Insolvency Act 1986	<input type="checkbox"/>	<input type="checkbox"/>

	If yes, please provide details	
--	--------------------------------	--

		Yes	No
14.	For the purpose of your GDS Contract do you wish to be considered as a Health Body?	<input type="checkbox"/>	<input type="checkbox"/>

**Please complete the following questions for each partner.**

Name of proposed partner	

		Yes	No
15.	Have there been any previous or current contractual or performance issues relating to the provision of NHS dental services?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
16.	Have you been the subject of a national disqualification?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
17.	Have you been disqualified or suspended from practising by any licensing body anywhere in the world?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
18.	Have you ever been dismissed from employment by a health service body?	<input type="checkbox"/>	<input type="checkbox"/>



	If yes, please provide details		
19.	Have you ever been refused admission to, or removed from, a Performers' List or other primary care list?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		

20. Have you ever been convicted of		Yes	No
a)	Murder?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
b)	A criminal offence other than murder for which you were sentenced to more than six months imprisonment	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
c)	An offence overseas that would, if committed in England and Wales, have fallen within 12 (a) or (b)	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
d)	An offence referred to in Schedule 1 to the Children and Young Persons Act 1933 or Schedule 1 to the Criminal Procedure (Scotland) Act 1995?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		

**21. Have you ever:**

		Yes	No
a)	<p>Been adjudged bankrupt or had sequestration of your estate awarded</p> <p>If yes, please provide details</p>	<input type="checkbox"/>	<input type="checkbox"/>
b)	<p>Been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986</p> <p>If yes, please provide details</p>	<input type="checkbox"/>	<input type="checkbox"/>
c)	<p>Made a composition or arrangement with, or granted a trust deed for, your creditors</p> <p>If yes, please provide details</p>	<input type="checkbox"/>	<input type="checkbox"/>
d)	<p>Had an administrator, administrative receiver or receiver appointed in respect of it</p> <p>If yes, please provide details</p>	<input type="checkbox"/>	<input type="checkbox"/>
e)	<p>Been removed from the office of charity trustee or trustee for a charity by an order of the Charity Commissioners or the High Court</p> <p>If yes, please provide details</p>	<input type="checkbox"/>	<input type="checkbox"/>
f)	<p>Been removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 from being concerned in the</p>	<input type="checkbox"/>	<input type="checkbox"/>

	management or control of any body  If yes, please provide details		
g)	Been subject to a disqualification under the Company Directors Disqualification Act 1986, the Companies (Northern Ireland) Order 1986 or to an order under section 429 (2) (b) of the Insolvency Act 1986  If yes, please provide details	<input type="checkbox"/>	<input type="checkbox"/>

		Yes	No
22.	For the purpose of your GDS Contract do you wish to be considered as a Health Body?	<input type="checkbox"/>	<input type="checkbox"/>

[Questions 15 – 22 to be answered for all proposed partners]

**To be signed by the proposed partner and countersigned by the current partner**

By signing this form, you confirm that the information provided in it is true and complete. The Commissioning Team may take steps to verify any of the information that you provide. Should any of the information be false, your GDS Contract may be terminated.

Proposed partner	
Signed by:	
Print name:	
Email:	
Date:	

[add further signature boxes if required]

Existing partner
------------------

**I agree with this declaration**

Signed by:

Print name:

Email:

Date:

## Annex 4.6 Acknowledgement of information relating to change from individual to partnership – GDS contracts

[Insert date]

[insert practice name and address]

Contract number: [insert contract number]

Dear [insert name of contractor]

### **Request to change from individual to partnership for [insert name of contractor]**

Thank you for providing information relating to a change in the contractor status of your GDS contract dated [insert date] (the "Contract") from an individual to a partnership.

[I can confirm that we are satisfied that the information meets the conditions to enable us to agree that the Contract will continue with the partnership with effect from [insert date]. We include a 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 return both copies of the signed variation notice to the address above by [insert date]. Failure to do so may result in the effective from date for this variation being delayed.

Please remember to update Compass with the relevant changes including updating bank details where applicable.

[OR]

We are not satisfied that the person(s) you have proposed is eligible to hold a GDS 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 do not agree with our decision, you should contact us within 28 days of this notice. If, after making every reasonable effort at the local resolution stage, we are unable to resolve the dispute we will then provide you with the details of the next stages of dispute under the contract.

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

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]

## **Annex 4.7 Template Variation relating to Change from Individual to Partnership Contract – GDS Contracts**

A Template variation using 2018 standard contract clauses is provided. Please cross reference clause numbers against individual contract document before using.



Annex 4.7 -  
Individual to partne

## Annex 4.8 Request for Information relating to Change from Individual to more than one Individual – PDS Agreements

### Notice to be completed by the PDS Contractor proposing to include an additional signatory

The questions set out below are designed to establish that you are proposing to include an additional signatory, and that these individual, satisfy the conditions imposed by the National Health Service (Personal Dental Services Agreements) Regulations 2005. If necessary, please continue your answers on separate pieces of paper and attach them to this form.

Current contractor details	
Name of contractor	
Practice address	
NHSBSA contract number	

Please state the date on which you wish this change to take place (at least 28 days from the date the Notice is received by [insert name of commissioning team] and the 1st day of the month):	
--	--

### Please list the names of each person with whom you propose to add as an additional authorised signatory.

For each person listed please confirm whether that person is a registered dentist (and provide GDC registration number) or meets the conditions set out at S.102 (2) of the NHS Act 2006, namely is one of the following: an NHS employee, a healthcare professional employed in the provision of services or is providing general dental or medical services (please provide details

Name of existing authorised signatory		
Are they a registered dentist?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes provide GDC registration number		
If no, confirm that the individual meets with conditions set out in section 102(2) of the NHS Act 2006 and provide details as to how they meet the requirements.		

Name of proposed additional authorised signatory		
Are they a registered dentist?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes provide GDC registration number		
If no, confirm that the Partner meets with conditions set out in section 102(2) of the NHS Act 2006 and provide details as to how they meet the requirements.		

Name of proposed additional authorised signatory		
Are they a registered dentist?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes provide GDC registration number		
If no, confirm that the Partner meets with conditions set out in section 102(2) of the NHS Act 2006 and provide details as to how they meet the requirements.		

<b>I confirm that I have done the following checks:</b>			
		<b>Yes</b>	<b>No</b>
a)	Confirmed that the proposed signatory is registered with the GDC (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
b)	Confirmed whether there are any conditions associated with the GDC registration (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
c)	Checked that the proposed signatory is on the National Performers List (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
d)	I confirm that I have checked the declaration made by the proposed signatory and I agree with the declaration	<input type="checkbox"/>	<input type="checkbox"/>

By signing this form, you confirm that the information provided in it is true and complete. The Commissioning Team may take steps to verify any of the information that you provide. Should any of the information be false, your PDS Agreement may be terminated.



**Contract holder**

Signed by:

Print name:

Date:

**Please complete the following questions for each authorised signatory.**

Name of existing authorised signatory	
---------------------------------------	--

		Yes	No
1.	Have there been any previous or current contractual or performance issues relating to the provision of NHS dental services?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
2.	Have you been the subject of a national disqualification?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
3.	Have you been disqualified or suspended from practising by any licensing body anywhere in the world?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
4.	Have you ever been dismissed from employment by a health service body?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
5.	Have you ever been refused admission to, or removed from, a Performers' List or other primary care list?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		

6. Have you ever been convicted of		Yes	No
a)	Murder?  If yes, please provide details	<input type="checkbox"/>	<input type="checkbox"/>
b)	A criminal offence other than murder for which you were sentenced to more than six months imprisonment  If yes, please provide details	<input type="checkbox"/>	<input type="checkbox"/>
c)	An offence overseas that would, if committed in England and Wales, have fallen within 12 (a) or (b)  If yes, please provide details	<input type="checkbox"/>	<input type="checkbox"/>
d)	An offence referred to in Schedule 1 to the Children and Young Persons Act 1933 or Schedule 1 to the Criminal Procedure (Scotland) Act 1995?  If yes, please provide details	<input type="checkbox"/>	<input type="checkbox"/>

7. Have you ever:		Yes	No
a)	Been adjudged bankrupt or had sequestration of your estate awarded  If yes, please provide details	<input type="checkbox"/>	<input type="checkbox"/>
b)	Been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986  If yes, please provide details	<input type="checkbox"/>	<input type="checkbox"/>

c)	Made a composition or arrangement with, or granted a trust deed for, your creditors	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
d)	Had an administrator, administrative receiver or receiver appointed in respect of it	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
e)	Been removed from the office of charity trustee or trustee for a charity by an order of the Charity Commissioners or the High Court	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
f)	Been removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 from being concerned in the management or control of any body	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
g)	Been subject to a disqualification under the Company Directors Disqualification Act 1986, the Companies (Northern Ireland) Order 1986 or to an order under section 429 (2) (b) of the Insolvency Act 1986	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		

		Yes	No
8.	For the purpose of your PDS Agreement do you wish to be considered as a Health Body?	<input type="checkbox"/>	<input type="checkbox"/>

**Please complete the following questions for each authorised signatory.**

Name of proposed additional authorised signatory	
--	--

		Yes	No
9.	Have there been any previous or current contractual or performance issues relating to the provision of NHS dental services?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
10.	Have you been the subject of a national disqualification?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
11.	Have you been disqualified or suspended from practising by any licensing body anywhere in the world?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
12.	Have you ever been dismissed from employment by a health service body?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
13.	Have you ever been refused admission to, or removed from, a Performers' List or other primary care list?	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		

14. Have you ever been convicted of		Yes	No
a)	Murder?  If yes, please provide details	<input type="checkbox"/>	<input type="checkbox"/>
b)	A criminal offence other than murder for which you were sentenced to more than six months imprisonment  If yes, please provide details	<input type="checkbox"/>	<input type="checkbox"/>
c)	An offence overseas that would, if committed in England and Wales, have fallen within 12 (a) or (b)  If yes, please provide details	<input type="checkbox"/>	<input type="checkbox"/>
d)	An offence referred to in Schedule 1 to the Children and Young Persons Act 1933 or Schedule 1 to the Criminal Procedure (Scotland) Act 1995?  If yes, please provide details	<input type="checkbox"/>	<input type="checkbox"/>

15. Have you ever:		Yes	No
a)	Been adjudged bankrupt or had sequestration of your estate awarded  If yes, please provide details	<input type="checkbox"/>	<input type="checkbox"/>
b)	Been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986	<input type="checkbox"/>	<input type="checkbox"/>

	If yes, please provide details		
c)	Made a composition or arrangement with, or granted a trust deed for, your creditors	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
d)	Had an administrator, administrative receiver or receiver appointed in respect of it	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
e)	Been removed from the office of charity trustee or trustee for a charity by an order of the Charity Commissioners or the High Court	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
f)	Been removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 from being concerned in the management or control of any body	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		
g)	Been subject to a disqualification under the Company Directors Disqualification Act 1986, the Companies (Northern Ireland) Order 1986 or to an order under section 429 (2) (b) of the Insolvency Act 1986	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, please provide details		

		Yes	No
16.	For the purpose of your PDS Agreement do you wish to be considered as a Health Body?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

[Questions 9 - 16 to be answered for all proposed additional authorised signatories]

**To be signed by the additional authorised signatory countersigned by the existing provider**

By signing this form, you confirm that the information provided in it is true and complete. The Commissioning Team may take steps to verify any of the information that you provide. Should any of the information be false, your PDS Agreement may be terminated.

Proposed additional authorised signatory:	
Signed by:	
Print name:	
Email:	
Date:	

[add further signature boxes if required]

Existing authorised signatory	
I agree with this declaration	
Signed by:	
Print name:	
Email:	
Date:	



## **Annex 4.9 Acknowledgement of information relating to change from individual to more than one individual – PDS Agreement**

[The Commissioner must review the agreement to determine if there are any specific provisions that are relevant to this scenario]

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **Request to change contract from individual contractor for [insert name of contractor]**

Thank you for providing information relating to a change in the contractor status of your PDS agreement dated [insert date] (the "Agreement") from an individual to more than one individual.

[I can confirm that we are satisfied that the information meets the conditions to enable us to agree that the Agreement will continue with more than one individual with effect from [insert date]. We include a 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 return both copies of the signed variation notice to the address above by [insert date]. Failure to do so may result in the effective from date for this variation being delayed.

Please remember to update Compass with the relevant changes including updating bank details where applicable

OR

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

If you do not agree with our decision, you should contact us within 28 days of this notice. If, after making every reasonable effort at the local resolution stage, we are unable to resolve the dispute we will then provide you with the details of the next stages of dispute under the contract.

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

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]

## **Annex 4.10 Template variation relating to change from individual to more than one individual – PDS Agreements**

[A Template variation using 2018 standard agreement clauses is provided. Please cross reference clause numbers against individual agreement document before using].

### **Standard Personal Dental Services Agreement Variation Notice for**

#### **Changes to signatories to the Agreement**

The text of the Standard Personal Dental Services Variation Notice [insert date] has been prepared by [insert commissioning organisation].

This variation forms part of your Standard Personal Dental Services Agreement dated [insert original effect date of the agreement] and the contents within the variation document supersede the prior agreement clauses as from the date of agreed effectiveness or the date of the variation document if it contains no timescale.

[insert contract number]  
[insert practice address]

## Standard Personal Dental Services Agreement Variation Notice

Dear [ insert name of contractor]

### Notice of variation to your Personal Dental Services Agreement dated [insert date]

We give you notice that the terms of your Personal Dental Services Agreement] dated [insert date] are varied as set out below with effect from [insert date].

This variation is made to signify the change of agreement with [insert name] as an individual to an agreement with more than one individual in your Personal Dental Services Agreement dated [1<sup>st</sup> April 2006 or insert date] and thereby ensure compliance with the Regulations.

#### Clause Variations:

Additional signature to PDS agreement.  
Schedule below is added to the agreement:

#### **Schedule 1 (Individual)**

##### **Part 1**

The Board whose name, address, telephone number, fax number and email address (if any) is:

##### **Part 2**

The Contractor is a dental practitioner whose name, address, telephone number, fax number (if any) and email address (if any) is:

If there is any change to the addresses and contact details specified in Part 1 or Part 2 of this Schedule, the party whose details have changed must give notice in writing to the other party as soon as is reasonably practicable.

[Add additional schedule 1 for each new signatory]

We request you to acknowledge receipt of this notice by ensuring all parties to the contract sign the updated contract signature at the end of this variation. Please sign and return both notices. We will then sign and return a fully signed variation for your records.

## Standard PDS Agreement Variation Notice

[insert contractor name] acknowledge receipt of the notice of variation dated [insert date].

I / we acknowledge that this notice will take effect from [insert date]

Signed [existing contract holder]:

Print name:

Date:

Signed [new signatory]:

Print name:

Date:

[Add the number of spaces for signatories as appropriate]

On behalf of [insert commissioning organisation]:

Signed

Print name  
[Insert job title]

Date:

[The Contract must be signed by all persons with power to bind the Contractor]

## Annex 4.11 Request for information relating to change from partnership to individual or remove a partner from a partnership – GDS contracts

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **Change from Partnership to Individual – [insert GDS contract reference] [delete if not applicable]**

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

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

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]

### **Contract changes request proforma**

[insert contractor name]  
Contract number: [insert contract number]  
[insert practice name and address]

Information required		Response
1.	The name of the former partner who is nominated to take forward the contract	
2.	The address, telephone number and email address of the nominated partner	
3.	Does the nominated partner satisfy the conditions imposed by regulations 4 and 5 of the NHS (General Dental Services Contracts) Regulations 2005?	YES / NO [please delete as appropriate]

4.	The proposed date from which this change is to be implemented	
5.	Please provide details how the nominated partner will continue to deliver the full range of services currently provided	
6.	CQC registration obtained	YES / NO [please delete as appropriate]  [insert date]

**Signed by current partner [all partners to sign]**

Signed by:	
Print name:	
Date:	

**Signed by current partner [all partners to sign]**

Signed by:	
Print name:	
Date:	

**Signed by current partner nominated to take contract forward**

Signed by:	
Print name:	
Date:	

[add further signature boxes if required]

## Annex 4.12 Acknowledgement of information relating to change from partnership to individual – GDS contracts

[Insert date]

[insert practice name and address]

Contract number: [insert contract number]

Dear [insert name of contractor]

### **Request to change from partnership to individual contract for [insert name of contractor]**

Thank you for providing information relating to a change in the contractor status of your GDS contract dated [insert date] (the "Contract") from a partnership to an individual.

[I can confirm that we are satisfied that the information meets the conditions to enable us to agree that the Contract will continue with the individual with effect from [insert date]. We include a 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 return both copies of the signed variation notice to the address above by [insert date]. Failure to do so may result in the effective from date for this variation being delayed.

Please remember to update Compass with the relevant changes including updating bank details where applicable

OR

We are not satisfied that the person you have nominated is eligible to hold a GDS 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 do not agree with our decision, you should contact us within 28 days of this notice. If, after making every reasonable effort at the local resolution stage, we are unable to resolve the dispute we will then provide you with the details of the next stages of dispute under the contract.

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

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]



## **Annex 4.13 Template variation relating to change from partnership to individual – GDS contracts**

A Template variation using 2018 standard contract clauses is provided. Please cross reference clause numbers against individual contract document before using.



Annex 4.13 -  
Partnership to Indivi

## Annex 4.14 Request for information relating to change from more than one individual to an individual – PDS agreements

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### Change from More than One Individual to an Individual – [insert PDS agreement reference number]

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

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

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]

### Contract changes request proforma

[insert contractor name]  
Contract number: [insert contract number]  
[insert practice name and address]

Information required		Response
1.	The name of the person who will take forward the contract	
2.	The address, telephone number and email address of the person who will take forward the contract	
3.	Does the person satisfy the conditions imposed by regulation 4 of the NHS (Personal Dental Services Agreements) Regulations 2005?	YES / NO [please delete as appropriate]

4.	The proposed date from which this change is to be implemented	
5.	Please provide details how the person will continue to deliver the full range of services currently provided	
6.	CQC registration obtained	YES / NO [please delete as appropriate] [insert date]

**Signed by person(s) named on the contract [all signatories to sign]**

Signed by:	
Print name:	
Date:	

**Signed by person(s) named on the contract [all signatories to sign]**

Signed by:	
Print name:	
Date:	

[add further signature boxes if required]

## **Annex 4.15 Acknowledgement of information relating to more than one individual to an individual – PDS agreement**

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **Request to change from more than one individual to individual agreement for [insert name of contractor]**

Thank you for providing information relating to a change in the contractor status of your PDS agreement dated [insert date] (the "Agreement") from more than one individual to an individual.

[I can confirm that we are satisfied that the information meets the conditions to enable us to agree that the Agreement will continue with the individual with effect from [insert date]. We include a 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 return both copies of the signed variation notice to the address above by [insert date]. Failure to do so may result in the effective from date for this variation being delayed.

Please remember to update compass with the relevant changes including updating bank details where applicable

OR

We are not satisfied that the individual you have proposed is eligible to hold a PDS agreement. This is because [insert]. The Agreement will remain with you as more than one individual until this matter can be resolved and we agree that the Agreement can be varied.]

If you do not agree with our decision, you should contact us within 28 days of this notice. If, after making every reasonable effort at the local resolution stage, we are unable to resolve the dispute we will then provide you with the details of the next stages of dispute under the contract.

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

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]

## **Annex 4.16 Template variation relating to change more than one individual to individual – PDS agreement**

[A Template variation using 2018 standard agreement clauses is provided. Please cross reference clause numbers against individual agreement document before using].

### **Standard Personal Dental Services Agreement Variation Notice for**

#### **Changes to signatories to the Agreement**

The text of the Standard Personal Dental Services Variation Notice [insert date] has been prepared by [insert commissioning organisation].

This variation forms part of your Standard Personal Dental Services Contract dated [insert original effect date of the agreement] and the contents within the variation document supersede the prior agreement clauses as from the date of agreed effectiveness or the date of the variation document if it contains no timescale.

[insert contract number]

[insert practice address]

**Standard Personal Dental Services Agreement Variation Notice**

Dear [insert name of contractor]

**Notice of variation to your Personal Dental Services Agreement dated [insert date]**

We give you notice that the terms of your Personal Dental Services Agreement] dated [insert date] are varied as set out below with effect from [insert date].

This variation is made to signify the change of agreement with [insert name] to an agreement with [insert name] as an individual in your Personal Dental Services Agreement dated [1<sup>st</sup> April 2006 or insert date] and thereby ensure compliance with the Regulations.

**Clause Variations:**

Removal of signature to PDS agreement.  
Schedule below is removed from the agreement:

*Removal of:*

**Schedule 1 (Individual)**

**Part 1**

The Board whose name, address, telephone number, fax number and email address (if any) is:

**Part 2**

The Contractor is a dental practitioner whose name, address, telephone number, fax number (if any) and email address (if any) is:

If there is any change to the addresses and contact details specified in Part 1 or Part 2 of this Schedule, the party whose details have changed must give notice in writing to the other party as soon as is reasonably practicable.

[Remove schedule 1 for each signatory that is being removed from the agreement]

We request you to acknowledge receipt of this notice by ensuring all parties to the contract sign the updated contract signature at the end of this variation. Please sign and return both notices. We will then sign and return a fully signed variation for your records.

## Standard PDS Agreement Variation Notice

[insert contractor name] acknowledge receipt of the notice of variation dated [insert date].

I / we acknowledge that this notice will take effect from [insert date]

Signed:

Print name:

Date:

Signed:

Print name:

Date:

[Add the number of spaces for signatories as appropriate]

On behalf of [insert commissioning organisation]:

Signed

Print name  
[Insert job title]

Date:

[The Contract must be signed by all persons with power to bind the Contractor]



## Annex 4.17 Letter for single-handed practitioners requesting 24-hour retirement

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **24-hour retirement process**

Thank you for your enquiry regarding 24-hour retirement.

As I am sure you appreciate, I am unable to provide any advice relating to pension arrangements and suggest that you seek independent advice from a professional body if you require any advice with regards to this. I can however advise that to access your pension you would need to provide notice to the NHS BSA to enable them to prepare the necessary paperwork. You need to contact them directly in this respect; however, they provide further information on the attached link <http://www.nhsbsa.nhs.uk/DentalServices.aspx> which you may find answers your queries.

Retirement from an NHS contract or agreement covers providers and performers. 24-hour retirement usually involves resigning from all involvement in an NHS contract, not returning to the NHS in any capacity for at least 24 hours. Depending on how the contract or agreement was awarded this has contractual implications.

Please be advised that if you are a single-handed provider 24-hour retirement would necessitate the termination of your contract and there is no guarantee that we would commission services from you as an individual following termination.

I hope this information is helpful and enables you to obtain the necessary information to enable you to make an informed decision regarding your retirement however we encourage you to seek independent advice.

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]

## **Annex 4.18 Contract variation for 24-hour retirement / partnership changes**

Standard wording to be used for the following variation notices to take through all the contractual changes in relation to a 24-hour retirement being managed on request of the contractor via partnership route

Variation 1 – Individual A to Partnership A and B

Variation 2 – Partnership A and B to Individual B

Variation 3 – Individual B to Partnership B and A

Variation 4 – Partnership B and A to Individual A

The pack containing the four variation notices has been created using 2018 standard contract. Please cross reference clause numbers against individual agreement document before using.



Annex 4.18 -  
Contract variation tc

## Annex 5.1 Acknowledgement of request to incorporate

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **Request to become a [limited liability partnership / company limited by shares / dental corporation / other]**

Thank you for your letter dated [insert date], informing us of your request to incorporate. Incorporation is not considered to be a minor contractual change, so further enquiries and consideration needs to take place.

In order for us to consider your request, we ask that you complete the dental incorporation application form and return it to us at the above address.

In addition to the template, we also request that you provide copies of the documentation listed below to support the request.

We appreciate that all the documentation will not be available at the time of your request as you may only apply to Companies House and the Care Quality Commission if NHS England agrees to your request for incorporation in principle.

Those marked with \* should be forwarded as soon as these become available as the contract documentation cannot be produced until these are received:

- Companies House Certificate detailing all Directors \*
- Copy of GDC registration for all registered Directors
- Copy of passport for all Directors
- Professional indemnity
- Employers' liability
- Public liability
- Copy of written confirmation from the CQC that they do not intend to impose any restrictions on registration as the incorporated company \*
- Copy of the latest IPS Audit (HTM 01-05) and any related action plan.

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]

## Annex 5.2 Dental Incorporation Application Form

All contractors/partnerships wishing to incorporate must complete the details requested below.

Please note ALL questions must be answered in full. If a question is not applicable, please write N/A in the box provided.

### 1. Details of the Applicant

#### 1.1 Please provide the name and other required contact details of the applicant (person for contact purposes with this application).

Applicant name	
Address	
Telephone	
Fax	
Email	

#### 1.2 Please provide current state of your organisation. Please mark 'x' in the appropriate box.

Individual dental contractor(s)	
Dental partnership	

#### 1.3 Current contract type. Please mark 'x' in the appropriate box.

GDS	
PDS	
PDS +	

**1.4 Please state the nature of the incorporation. Please mark 'x' in the appropriate box.**

Dental body corporate	
Limited liability partnership	

**1.5 Where the applicant is proposing to form an LLP, please supply the following.**

Partnership name	
Current trading name	
Previous trading name (if different)	
Address and telephone details if different to response in 1.1:	
CQC registration	
Total number of members	
Member details	
Proposed date LLP to commence	

**1.6 Where the applicant is a company limited by shares, please provide a complete breakdown of share ownership.**

Shareholder: percentage of shares held:	
Shareholder: percentage of shares held:	

Dental partnership

**1.7 Please provide details of the proposed Incorporated Body.**

Name of incorporated body		
Trading name		
Previous trading name (if different to above)		
Registered address		
Total number of proposed directors		
CQC registration		
Details of proposed directors including full name and professional registration number	Name (please print	GDC registration number
Proposed date of incorporation		

**2. Impact on the contract**

		Yes	No
2.1	Will the process of incorporation have any effect on current patient services?		

2.2	Will the process of incorporation have any effect on the location of current service provision?		
2.3	Will the process of incorporation have any effect on the current range of services provided?		
2.4	Will there be any change to the practitioners providing the service?		
2.5	If any of these questions receives a YES response, please provide details of the effect		

2.6 Please confirm you have or will have (for the proposed new entity) all relevant insurance and indemnity requirements in place prior to contract signature					
Insurance category	Name of insurance company	Policy number	Expiry date	Amount of cover (£)	Name of staff member
Professional indemnity					
Employers' liability					N/A
Public liability					N/A

		Yes	No
2.7	Please confirm that your proposed Board of Directors meet the eligibility criteria set out in the NHS (General Dental Services Contracts) Regulations 2005 or NHS (Personal Dental Services Agreements) Regulations 2005 – that at least half are registered dentists or registered dental care professionals.		
2.8	Please confirm that all practitioners will be covered by GDC Regulations.		
2.9	Have any of the proposed directors been convicted of any of the following offences: <ul style="list-style-type: none"> <li>• Conspiracy</li> <li>• Corruption</li> <li>• Bribery</li> <li>• Fraud</li> <li>• Money laundering</li> <li>• Any other offences</li> </ul>		

2.10	If you answer YES to any of the offences list in question 2.9, please provide details.	
2.11	Legal and regulatory status details - Please provide details of any criminal conduct of any director, officer, or senior employee of the current or proposed organisation resulting in conviction or in respect of which a prosecution or investigation is pending or in progress. If none, please state 'None'	
2.12	Please state whether any Dental Care Practitioners employed by the current or proposed organisation have, during the last three years, had their Professional Registration removed or suspended or whether they are currently under investigation and provide relevant details. If none, please state 'None'	

### 3. Practice Profile and Performance

3.1 Please provide details on current opening times		
Day	AM	PM
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

3.2	Is the practice currently accepting new patients?	Yes / No [please delete as appropriate]	
3.3	If you have answered 'No' to question 3.2 please provide details of the reasons		
3.4	What is the current acceptance policy of your practice?	All NHS patients	
		Children only	



		Exempt adults only	
3.5	Is this permitted by your contract?	Yes / No [please delete as appropriate]	

3.6 Please provide details on your practice demographics	
Number of dentists working in the practice	
Number of other dental care practitioners working in the practice	
Number of new patients seen in the last financial year	

3.7 Please provide details on your practice Re-attendance rate (current year to date – insert year)	
Re-attendance	% rate
Children – within 3 months	
Adults - within 3 months	
Children - within 3-9 months	
Adults – within 3-9 months	

3.8	Please provide details of any complaints received by the practice relating to the provision of service and actions taken because of the complaint. If none, please state 'None'.	
3.9	Please provide details of how you will maintain/improve access for existing and new patients.	

3.10	Please provide details of any other benefits to patients should we approve your application for a DBC contract. If none, please state 'None'.	
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## Annex 5.3 Assessment Template for Incorporation for Commissioner

Applying Contractor name and address			
Contract number		Effective date of contract	
Current annual total contract value		Contracted UDA / UOA per annum	

Considerations:	Yes (please include rationale)	No (please include rationale)
Is the proposed new contractor eligible to enter into the contract? (if no, application to be rejected)		
Is there a risk of challenge in agreeing the request?		
Should a competitive tender process be carried out?		
Are there any considerations around the value of the contract?		
Have we any idea of the level of market interest?		

Is there a need to protect services in the core contract?		
Will there be continuity of patient care?		
To what extent will the original contractor(s) be controlling and giving instructions to the proposed contractor to comply with contractual obligations?		
What is the extent of change to the terms of the existing and new contract (i.e. contract value or activity level)?		
What payments are under the existing contract, and does it represent value for money?		
What are the benefits to service users of the proposal?		
Should there be any amendments to the activity level in the contract? e.g. where there has been previous underperformance, the commissioned UDAs or UOAs may be reduced to a realistic and achievable level		
What are the opening hours (including evening and weekend) and are urgent access slots required?		
	<b>Yes</b>	<b>No</b>
Does the Commissioner require that the existing contractor guarantees the performance of the proposed contractor?		
Any such requirement must be proportionate to the risks associated with		

<p>the novation and reasonable with a clear rationale for placing such a responsibility on the existing contractor. Legal advice should be sought in this instance.</p>		
<p>Is the provider subject to an unsatisfactory Disclosure and Barring Scheme?</p>		
<p>Does this contractual change provide an opportunity to review any restricted contracts, e.g. contracts is restricted to child/exempt only?</p> <p>Should any restrictions be removed?</p>		
<p>Does the existing contractor have outstanding NHS debts which may include repayment due to underperformance from previous years?</p> <p>Should novation be made conditional on repayment being made?</p>		
<p>Has the existing contractor received a breach or remedial notice?</p> <p>Should the novation be made conditional on the proposed contractor taking on the consequences of the notices, e.g. action the remedial activity?</p>		
<p>Does the circumstances that led to the issue of a breach notice or a remedial notice have any relevance to the request for incorporation/ disincorporation particularly where the contractor has complied with any remedial notice issued?</p>		
<p>Does the existing contractor have any outstanding issues regarding CQC inspection or practice inspection by the Commissioner?</p>		

Should the novation be made conditional on those issues being resolved?		
What is the potential for innovation?		
What is the effect of the proposal on the statutory duties of NHS England, particularly the duty under Section 13K of the NHS Act (duty to promote innovation) and Section 13P (duty as respects variation in provision of health services)? for further information, please refer to chapter 4 (General duties of NHS England)		
Commissioner to add any other relevant sections		

Checks to be completed	Yes (provide detail if necessary)	No (provide detail if necessary)
Copy of Companies House Certificate detailing all Directors		
Copy of GDC Registration for registered Directors (at least 50% of Directors must be registered)		
Insolvency Website checked for disqualified Directors		
Companies House checked for disqualified Directors		
Copy of Passport for all Directors		
Professional Indemnity Certificate(s)		
Employers Liability Certificate		
Public Liability Certificate		
CQC Sales and transfer position statement		
HTM 01-05 (IPS audit) + action plan		
Provider under investigation		
HTM 01-05 essential requirements achieved		
Quality Issues		
Dental Assurance Framework – details of flags		
Exception Report – details of exceptions		
Vital Signs – details of issues		

**OUTCOME OF ASSESSMENT:**

Approved/ not approved

State reason(s)

If approved state any special conditions/changes to the contract upon which approval is conditional by way of checklist to incorporate into novation agreement.



## Annex 5.4 Acknowledgement of Request to Dis-incorporate

[Insert date]

[insert practice name and address]

Contract number: [insert contract number]

Dear [insert name of contractor]

### **Request to dis-incorporate to [an individual / a partnership]**

Thank you for your letter dated [insert date] informing us of your request to dis-incorporate your contract. Dis-incorporation is not considered a minor contractual change so further enquiries and consideration needs to take place.

For us to further consider your request, we would ask that you complete the enclosed dis-incorporation form and return to us at the above address.

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]

Enc.

## Annex 5.5 Dental Dis-incorporation Application Form

All contractors wishing to revert to an individual or partnership contract must complete the details requested below.

Please note ALL questions must be answered in full. If a question is not applicable, please write N/A in the box provided.

All contractors wishing to revert to an individual or partnership contract must complete the details requested below.

### 1. Details of the Applicant

#### 1.1 Please provide the name and other required contact details of the applicant (person for contact purposes with this application).

Applicant name	
Address	
Telephone	
Fax	
Email	

#### 1.2 Please provide current state of your organisation. Please mark 'x' in the appropriate box.

Limited liability partnership	
Dental body corporate	

#### 1.3 Current contract type. Please mark 'x' in the appropriate box.

GDS	
PDS	
PDS +	

#### 1.4 Please state the nature of the reversion requested – Please mark 'x' in the appropriate box:

Individual dental contractor(s)	
Dental partnership	

**1.5 Where the applicant is proposing to form either a single handed or partnership, please supply the following information:**

Partnership Name / Trading Name [delete as applicable]	
Current trading name	
Previous trading name (if different)	
Address and telephone details if different to response in 1.1	
CQC registration	
Total number of members	
Member details	
Proposed date of commencement	

**2. Impact on Contract**

		Yes	No
2.1	Will the change, if approved have any effect on current patient services?		
2.2	Will the change, if approved have any effect on the location of current service provision?		
2.3	Will the change, if approved have any effect on the current range of services provided?		
2.4	Will there be any change to the practitioners providing the service?		
2.5	If any of these questions receives a YES response, please provide details of the effect		

### 3. Legal and Regulatory Status

3.1 Please confirm you have or will have (for the proposed new entity) all relevant insurance and indemnity requirements in place prior to contract signature.					
Insurance category	Name of insurance company	Policy number	Expiry date	Amount of cover (£)	Name of staff member
Professional indemnity					
Employers' liability					N/A
Public liability					N/A

		Yes	No
3.2	Please confirm that the eligibility criteria set out in the NHS (General Dental Services Contracts) Regulation 2005 OR NHS (Personal Dental Services Agreements) Regulations 2005 – is met.		
3.3	Please confirm that all practitioners will be covered by GDC Regulations / PDS Regulations.		
3.4	Have any of the proposed been convicted of any of the following offences: <ul style="list-style-type: none"> <li>• Conspiracy</li> <li>• Corruption</li> <li>• Bribery</li> <li>• Fraud</li> <li>• Money laundering</li> <li>• Any other offences</li> </ul>		
3.5	If you answer YES to any of the offences list in question 3.4 please provide details.		
3.6	Legal and regulatory status details - Please provide details of any criminal conduct for anyone proposed resulting in conviction or in respect of which a prosecution or investigation is pending or in progress. If none, please state 'None'		
3.7	Please state whether any Dental Care Practitioners employed by the current or proposed organisation have, during the last three years, had their Professional Registration removed or suspended or		

	whether they are currently under investigation and provide relevant details. If none, please state 'None'	
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#### 4. Practice Profile and Performance

4.1 Please provide details on current opening times		
Day	AM	PM
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

4.2	Is the practice currently accepting new patients?	Yes / No [please delete as appropriate]	
4.3	If you have answered 'No' to question 4.2 please provide details of the reasons		
4.4	What is the current acceptance policy of your practice?	All NHS patients	
		Children only	
		Exempt adults only	
4.5	Is this permitted by your contract?	Yes / No [please delete as appropriate]	

4.6 Please provide details on your practice demographics	
Number of dentists working in the practice	
Number of other dental care practitioners working in the practice	

Number of new patients seen in the last financial year	
--	--

4.7 Please provide details on your practice Re-attendance rate (current year to date – insert year)	
Re-attendance	% rate
Children – within 3 months	
Adults - within 3 months	
Children - within 3-9 months	
Adults – within 3-9 months	

4.8	Please provide details of any complaints received by the practice relating to the provision of service and actions taken as a result of the complaint. If none, please state 'None'.	
4.9	Please provide details of how you will maintain/improve access for existing and new patients.	
4.10	Please provide details of any other benefits to patients should we approve your application for a DBC contract. If none, please state 'None'.	

# Annex 5.6 Assessment Template for Dis-incorporation for Commissioner

Applying Contractor name and address			
Contract number		Effective date of contract	
Current annual total contract value		Contracted UDA / UOA per annum	

Considerations:	Yes (please include rationale)	No (please include rationale)
Is the proposed new contractor eligible to enter into the contract? (if no, application to be rejected)		
Is there a risk of challenge in agreeing the request?		
Should a competitive tender process be carried out?		
Are there any considerations around the value of the contract?		

Have we any idea of the level of market interest?		
Is there a need to protect services in the core contract?		
Will there be continuity of patient care?		
To what extent will the original contractor(s) be controlling and giving instructions to the proposed contractor to comply with contractual obligations?		
What is the extent of change to the terms of the existing and new contract (i.e. contract value or activity level)?		
What payments are under the existing contract, and does it represent value for money?		
What are the benefits to service users of the proposal?		
Should there be any amendments to the activity level in the contract? e.g. where there has been previous underperformance, the commissioned UDAs or UOAs may be reduced to a realistic and achievable level		
What are the opening hours (including evening and weekend) and are urgent access slots required?		



	Yes	No
<p>Does the Commissioner require that the existing contractor guarantees the performance of the proposed contractor?</p> <p>Any such requirement must be proportionate to the risks associated with the novation and reasonable with a clear rationale for placing such a responsibility on the existing contractor. Legal advice should be sought in this instance.</p>		
<p>Is the provider subject to an unsatisfactory Disclosure and Barring Scheme?</p>		
<p>Does this contractual change provide an opportunity to review any restricted contracts, e.g. contract is restricted to child/exempt only?</p> <p>Should any restrictions be removed?</p>		
<p>Does the existing contractor have outstanding NHS debts which may include repayment due to underperformance from previous years?</p> <p>Should novation be made conditional on repayment being made?</p>		
<p>Has the existing contractor received a breach or remedial notice?</p> <p>Should the novation be made conditional on the proposed contractor taking on the consequences of the notices, e.g. action the remedial activity?</p>		

	Yes	No
Do the circumstances that led to the issue of a breach notice or a remedial notice have any relevance to the request for incorporation/ disincorporation particularly where the contractor has complied with any remedial notice issued?		
Does the existing contractor have any outstanding issues regarding CQC inspection or practice inspection by the Commissioner?  Should the novation be made conditional on those issues being resolved?		
What is the potential for innovation?		
What is the effect of the proposal on the statutory duties of NHS England, particularly the duty under Section 13K of the NHS Act (duty to promote innovation) and Section 13P (duty as respects variation in provision of health services)? for further information, please refer to chapter 4 (General duties of NHS England)		
Commissioner to add any other relevant sections		

Checks to be completed	Yes (provide detail if necessary)	No (provide detail if necessary)
Copy of Companies House Certificate detailing all Directors		
Copy of GDC Registration for registered Directors (at least 50% of Directors must be registered)		
Insolvency Website checked for disqualified Directors		
Companies House checked for disqualified Directors		
Copy of Passport for all Directors		
Professional Indemnity Certificate(s)		
Employers Liability Certificate		
Public Liability Certificate		
CQC Sales and transfer position statement		
HTM 01-05 (IPS audit) + action plan		
Provider under investigation		
HTM 01-05 essential requirements achieved		
Quality Issues		
Dental Assurance Framework – details of flags		
Exception Report – details of exceptions		
Vital Signs – details of issues		

<b>OUTCOME OF ASSESSMENT:</b>	Approved/ not approved  State reason(s) If approved state any special conditions/changes to the contract upon which approval is conditional by way of checklist to incorporate into novation agreement.
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## **Annex 5.7 Refusal of request to [incorporate / become a company limited by shares / LLP]**

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **Request to become a [limited liability partnership / company limited by shares / dental corporation / other]**

Thank you for your letter dated [insert date], informing us of your intention to incorporate and returning your completed dental incorporation application form.

Having reviewed your request, we regret to inform you we have refused your request to incorporate. This is because:

[insert reasons – Commissioner to ensure that the rationale for refusal is reasonable and legitimate]

If you do not agree with our decision, you should contact us within 28 days of this notice. If, after making every reasonable effort at the local resolution stage, we are unable to resolve the dispute we will then provide you with the details of the next stages of dispute under the contract.

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

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]

## Annex 5.8 Refusal of Request to Dis-incorporate

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **Request to dis-incorporate to [an individual / a partnership]**

Thank you for your letter dated [insert date] informing us of your request to revert from a [limited liability partnership / company limited by shares / dental corporation / other] to [an individual / a partnership] contract and for returning your completed dis-incorporation application form as requested.

Having reviewed your request, we regret to inform you that we have refused the reversion for the following reasons:

[insert reason – Commissioner to ensure that the rational for refusal is reasonable and legitimate]

If you do not agree with our decision, you should contact us within 28 days of this notice. If, after making every reasonable effort at the local resolution stage, we are unable to resolve the dispute we will then provide you with the details of the next stages of dispute under the contract.

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

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]

## Annex 5.9 Template agreement letter

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **Novation request**

Thank you for your letter dated [insert date] informing us of your request to become a [limited liability partnership / company limited by shares / dental corporation / other].

I am pleased to inform you that we have now reviewed the documents provided to us and confirm that we agree to novate your current contract to your [limited liability partnership / company limited by shares / dental corporation / other].

Please complete and return both copies of the [deed of novation/novation agreement] that has been enclosed. Once this has been received by us, we will issue you with your new contract number. We will also issue your new contract documentation with a number of clauses that are specific to a [limited liability partnership / company limited by shares / dental corporation / other] and with the relevant Schedule 1 completed.

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]

## **Annex 5.10 Novation agreement**

### **NOVATION AGREEMENT**

**DATED:**

**[Name of the current contractor]**

and

**[Name of the new contractor company]**

and

**THE NATIONAL HEALTH SERVICE COMMISSIONING BOARD**



**THIS NOVATION AGREEMENT is made on the            day of  
20[20]**

**BETWEEN:**

1. **[Insert name(s) of current contractor(s)]** [who together in partnership comprise the current contractor, the **[insert name of partnership]**] operating from the [insert practice name] at [insert address] ("**Current Contractor**");
2. **[Insert company name] Limited** a company incorporated in England and Wales under company number [insert number] whose registered office is at [insert address] ("**New Contractor**"); and
3. **THE NHS COMMISSIONING BOARD** known as NHS England of [address] ("**NHS England**").

**RECITALS**

- A. The Current Contractor intends to novate the Contract (as defined below) to the New Contractor in accordance with the terms of this Agreement and this Agreement is supplemental to the Contract.
- B. [Insert brief background to why the novation is happening.]
- C. NHS England agrees and consents to the New Contractor assuming all liability and obligations in the place of the Current Contractor in respect of the Contract from the Effective Date (as defined below).

**IT IS AGREED** as follows:

**1. DEFINITIONS**

- 1.1. In this Agreement, the following words have the following meanings:

'**Contract**' means the [general dental services/personal dental services] contract between the Current Contractor and NHS England, dated [insert date], in relation to the delivery of primary dental services at [name and address of practice], a copy of which is attached as the schedule to this Agreement.

'**Course of Treatment**' has the meaning set out in the Contract.

'**Effective Date**' means [insert date].

'**Orthodontic Course of Treatment**' has the meaning set out in the Contract.

'**Treatment Plan**' has the meaning set out in the Contract.

**2. NOVATION**

- 2.1. As of the Effective Date:

2.1.1. the Current Contractor transfers to the New Contractor all of its rights and obligations under the Contract;

2.1.2. the New Contractor agrees to perform and comply with the Contract and to be bound by its terms in every way as if the New Contractor were the original party to the Contract in place of the Current Contractor;

2.1.3. NHS England agrees to perform the Contract and be bound by its terms in every way as if the New Contractor were the original party to it in place of

the Current Contractor and accepts the liability of the New Contractor under the Contract in place of the liability of the Current Contractor; and

- 2.1.4. all references to the Current Contractor in the Contract shall be read as references to the New Contractor.

### **3. RELEASE OF OBLIGATIONS AND LIABILITIES**

- 3.1. From the Effective Date NHS England and the Current Contractor release and discharge each other from all future obligations to the other under the Contract.
- 3.2. Nothing in this Agreement shall affect or prejudice any claim or demand that NHS England may have against the Current Contractor with respect to matters occurring prior to the Effective Date.

### **4. PAYMENTS FALLING DUE**

- 4.1. NHS England shall pay to the Current Contractor any sums under the Contract falling due for payment before the Effective Date in accordance with the payment terms set out in the Contract.
- 4.2. NHS England shall pay to the New Contractor any sums under the Contract falling due for payment on or after the Effective Date in accordance with the payment terms set out in the Contract.
- 4.3. For the avoidance of doubt, the due date in respect of any payment referred to in clauses 4.1 and 4.2 above shall be determined in accordance with the terms of the Contract. Any apportionment of such monies shall be a matter to be determined by the Current Contractor and the New Contractor with those parties making any such balancing payments to each other as they may consider necessary. NHS England shall have no involvement in such arrangements.

### **5. CONTINUITY OF CARE**

- 5.1. Where, as of the Effective Date, any Course of Treatment or Orthodontic Course of Treatment which the Current Contractor has commenced or has agreed with a patient that it will commence in accordance with the Contract is not complete, the New Contractor shall continue and/or complete the treatment:
- 5.1.1. within a reasonable period of time or, if sooner, within the period of time previously indicated to the patient either by means of a Treatment Plan or otherwise; and
- 5.1.2. in accordance with the Treatment Plan or other indication previously given to the patient as to the nature, extent and cost of the Course of Treatment or Orthodontic Course of Treatment except where any variation is considered clinically necessary and agreed with the patient in advance.

## **6. CHANGE OF CONTROL AND SALE OF THE PRACTICE**

- 6.1. The New Contractor shall not effect a change to the shareholders in the New Contractor without the prior written consent of NHS England, such consent not to be unreasonably withheld or delayed. For the avoidance of doubt, this clause takes precedence over the terms of the Contract and constitutes a variation to the Contract.

## **7. [GUARANTEE]<sup>1</sup>**

- 7.1. [In consideration for NHS England agreeing to the novation, the Current Contractor agrees that if the New Contractor (unless relieved from the performance of any clause of the Contract by NHS England or by statute or by the decision of a tribunal of competent jurisdiction) fails in any respect to comply with its obligations under the Contract, the Current Contractor will indemnify NHS England and its successors against all losses, costs, claims, liabilities, damages, demands and expenses (whether direct, indirect or consequential) that may be incurred by it by reason of any failure on the part of the New Contractor in performing and observing the agreements, obligations and provisions on its part contained in the Contract.
- 7.2. Where the Current Contractor comprises two or more individuals practising in partnership their liability pursuant to clause 7.1 shall be joint and several.
- 7.3. The liability of the Current Contractor under this clause 7 shall not be reduced, discharged, or otherwise adversely affected by any termination, amendment, variation, novation, or supplement of or to the Contract.
- 7.4. No delay or failure to exercise any right under this guarantee shall operate as a waiver of that right.]

## **8. THIRD PARTIES**

- 8.1. Except as expressly provided for in this Agreement, this Agreement does not create any right enforceable by any person who is not a party to it ('Third Party') under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right of remedy of a Third Party which exists or is available apart from that Act.

## **9. GENERAL**

- 9.1. No variation of this Agreement shall be effective unless made in writing and signed by or on behalf of each of the parties.
- 9.2. The parties shall pay their own costs and expenses in relation to the preparation, execution and carrying into effect of this Agreement.

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<sup>1</sup> Commissioner to determine whether it requires the existing contractor to guarantee the performance of the new contractor – see Dental Policy Book and seek legal advice if necessary.

- 9.3. If at any time any provision of this Agreement becomes invalid, illegal, or unenforceable in any respect, such provision shall be deemed to be severed from this Agreement but the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired.
- 9.4. A failure by any party to exercise, and any delay, forbearance, or indulgence by any party in exercising any right, power or remedy under this Agreement shall not operate as a waiver of that right, power or remedy or preclude its exercise at any subsequent time or on any subsequent occasion. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law.
- 9.5. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original and which together shall constitute one and the same agreement.
- 9.6. This Agreement is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.
- 9.7. If at any time after the Effective Date, any further action is necessary or desirable to carry out the purposes of this Agreement, each of the parties will take such further action (including the execution and delivery of such further instruments and documents) as the other(s) may reasonably request, all at the sole cost and expense of the requesting party.

## 10. NOTICES

- 10.1. Any notice or other communication required to be given under this Agreement shall be in writing, signed by (or by some person duly authorised by) the person giving it and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication at the address set out in this Agreement or as otherwise specified by the relevant party by notice in writing to the party or parties.
- 10.2. Any notice or other communication shall be deemed to have been duly received:
- 10.2.1. if delivered personally, when left at the address and for the contact referred to in this clause;
- 10.2.2. if sent by pre-paid first class post or recorded delivery, at 9.00am on the second business day after posting; or
- 10.2.3. if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

For the purposes of this clause, "**business day**" means a day (other than a Saturday, Sunday, or public holiday) on which banks are generally open for business in the city of London.

**11. LAW AND JURISDICTION**

11.1. The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties submit.

**IN WITNESS WHEREOF** the parties have signed this Agreement on the date first shown above.

Signed by: \_\_\_\_\_

\_\_\_\_\_  
(print name)

for and on behalf of NHS  
Commissioning Board (**NHS  
England**)

\_\_\_\_\_  
(signature)

Signed by: \_\_\_\_\_

\_\_\_\_\_  
(print name)

the **Current Contractor**<sup>2</sup>

\_\_\_\_\_  
(signature)

Signed by: \_\_\_\_\_

\_\_\_\_\_  
(print name)

For and on behalf of [company  
name] Ltd (the **New Contractor**)

\_\_\_\_\_  
(signature)

<sup>2</sup> If the current contractor is a partnership, each partner must sign.

## **Schedule**

### The Contract

[insert copy here]

## Annex 5.11 NHSBSA Dental Payment System

### 1. Arrangements

- 1.1 Where a contract is novated, the Commissioner should ensure that arrangements are in place to ensure that:
  - 1.1.1 no patient pays twice for the same course of treatment (once under the original contract and once under the new contract); and
  - 1.1.2 information regarding free repairs and replacements links across the original and new contracts.

## Annex 6.1 Letter to Contractors Further to Request for Relocation

[Insert date]

[Contract number: [insert contract number]]

Practice name and address: [insert practice name and address]

Dear [insert name of contractor]

### Relocation

For us [insert commissioning organisation] to consider your request for relocation, we would ask that you submit a proposal, including as a minimum, the following information:

- full details of the proposed location and distance between the current site and the proposed site including details of current dental provision in both areas;
- an outline of the benefits to your existing patients of the proposed location (services, opening hours, facilities, staff);
- a report to show the postcodes of patients who have accessed the dental practice. Dental services should be able to assist with running the report if this is not available from your current software system;
- detailed patient survey information to fully understand the patients' views. You will need to arrange to undertake a patient survey to ask such questions as:
  - how the change might affect them;
  - what are their views on the change;
  - how might patients travel to the new location;
  - are they happy to travel to the new location.

We will require a copy of the questionnaire and a detailed analysis of the responses for inclusion in your proposal. We will also require details of the methods of communication used.

You should carry out the survey for a minimum period of 4 to 6 weeks, share it with a mixed patient group that is representative of your patients, and achieve a response rate that is proportionate to the amount of patients that you see regularly. You have a legal duty (Section 242 of the NHS Act 2006) to engage and consult with patients when changes to services are proposed, particularly in relation to;

- how you would manage any displaced patients that would not wish to or could not access the new premises; and
- compliance with the Equality Act 2010.

As part of managing proposals for relocation we inform appropriate stakeholders such as Healthwatch and the Local Dental Committee about proposals and, eventually, any decision made.

Once all the information is collated your proposal will be considered by the commissioning team. Please note, it is essential that, in line with your contractual requirements, full support is given in writing before a change of premises is made.



If you have any further queries, please do not hesitate to contact us.

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]

## Annex 6.2 Relocation Agreement Letter

[Insert date]

[Contract number: [insert contract number]

Practice name and address: [insert practice name and address]

Dear [insert name of contractor]

### **Relocation**

Thank you for returning your proposal for relocation to [insert commissioning organisation name].

On review of the proposal, we are pleased to inform you that we approve your request.

The relocation and closure of/ opening of the additional [delete as appropriate], will take place on [insert date].

The practice should in the intervening period contact all their patients and inform them of the practice move including the date the relocation will take place.

We ask that you sign and return both copies of the enclosed contract variation within two weeks of the date of this letter.

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]

## Annex 6.3 Refusal Letter for Practice Relocation

[Insert date]

[Contract number: [insert contract number]

Practice name and address: [insert practice name and address]

Dear [insert name of contractor]

### **Relocation**

Thank you for returning your proposal for relocation to [insert commissioning organisation name].

On review of your proposal, we regret to inform you that we are unable to agree to the relocation of your premises for the following reason(s):

- [insert reasons, e.g. out of area, sufficient allocation already, other regulatory reasons etc.]

If you do not agree with our decision, you should contact us within 28 days of this notice. If, after making every reasonable effort at the local resolution stage, we are unable to resolve the dispute we will then provide you with the details of the next stages of dispute under the contract.

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

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]

## Annex 6.4 Template Letter to Contractors Proposing Contract Re-base

[Insert date]

[Contract number: [insert contract number]

Practice name and address: [insert practice name and address]

Dear [insert name of contractor]

### Variation of contracted UDAs

You will have received from NHSBSA the finalised year-end delivery position for [insert financial year] in accordance with the [National Health Service (General Dental Services Contracts) Regulations 2005,] [National Health Service (Personal Dental Services Agreement) Regulations 2005], using the data held by NHSBSA.

As your contract has underperformed against its contractual delivery by more than 4% in [insert financial year] we have undertaken a separate review of the year-end delivery position for the previous two years.

Our records show that the contract was issued with a breach notice for under performance in [insert financial year] having delivered less than 96% of the contracted UDA activity for that year. The contract then subsequently breached your contract again when you delivered less than 96% in [insert financial year].

Following each year end, you have been informed of your contractual obligation and advised you to address your performance issues.

[insert commissioning organisation name] is therefore of the opinion that it is necessary to make a contract variation for a recurrent rebase of the contract's UDA target commencing in [insert financial year]. If there is a reason for this underperformance that reassures us it will not be repeated, then please advise us. We wish to make the contract variation to reduce the likelihood of any further underperformances that would then result in further breach notices.

Our intention is to reduce the contracted UDAs from [xxx] to [xxx]. I would request your comments regarding this proposal by the [insert date].

This is our standard process when a contract consistently under delivers and is in line with the [National Health Service (General Dental Services Contracts) Regulations 2005, s.3 Pt.9(61)], [National Health Service (Personal Dental Services Agreement) Regulations 2005,s.3 Pt.9(61)].

If any of the information appears to be incorrect, then please provide full details of your concerns in your response to me so that the matter can be investigated.

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]

## Annex 6.5 Letter Template from Contracts Manager: Agreed Recommended Rebase

[Insert date]

[Contract number: [insert contract number]]

Practice name and address: [insert practice name and address]

Dear [insert name of contractor]

### **Variation of contracted UDAs**

Thank you for responding to my letter dated [insert date] regarding a variation of your contracted UDA following a review of contract delivery, I have noted your comments and your request for a contract reduction to the suggested number of UDAs. A contract variation confirming this recurrent reduction of activity will be forwarded in due course.

It is important that you monitor the activity for the contract, using Compass and schedule reconciliation to ensure that the contracted activity for [insert financial year] can be achieved.

This is our standard process when a contract consistently under delivers and is in line with the [National Health Service (General Dental Services Contracts) Regulations 2005, s.3 Pt.9(61)], [National Health Service (Personal Dental Services Agreement) Regulations 2005,s.3 Pt.9(61)].

Should you have any queries please do not hesitate to contact me.

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]

## Annex 6.6 Template Letter - from Contracts Manager: Agreed Alternative Contract Rebase

[Insert date]

[Contract number: [insert contract number]]

Practice name and address: [insert practice name and address]

Dear [insert name of contractor]

### **Variation of contracted UDA**

Thank you for responding to my letter dated the [insert date] regarding a variation of your contracted UDA following a review of contract delivery, I have noted your comments [and your request for a contract reduction which is lower than that suggested]. Your request has been agreed. A contract variation confirming the recurrent reduction of activity will be forwarded in due course.

It is important that you monitor the activity for the contract, using Compass and schedule reconciliation to ensure that the contracted activity for [insert financial year] can be achieved.

The commissioning team will be repeating the exercise next year and should you underperform in [insert financial year] it will be recommended that you reconsider your previous decision.

This is our standard process when a contract consistently under delivers and is in line with the [National Health Service (General Dental Services Contracts) Regulations 2005, s.3 Pt.9(61)], [National Health Service (Personal Dental Services Agreement) Regulations 2005,s.3 Pt.9(61)].

Should you have any queries please do not hesitate to contact me.

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]

## Annex 6.7 Template Letter from Contracts Manager: Last 3 Years Underperformance Action Plan

[Insert date]

[Contract number: [insert contract number]]

Practice name and address: [insert practice name and address]

Dear [insert name of contractor]

### **Variation of contracted UDA**

Thank you for responding to my letter dated the [insert date] regarding a variation of your contracted UDA following a review of contract delivery, I have noted your comments and your request to retain the existing contracted UDA.

I would be grateful if you could submit a detailed action plan to provide assurance that the contracted UDA will be achieved in this current year [insert financial year], including a monthly projection of the UDA to be achieved. The plan together with any supporting documentation should be submitted by [insert date] to the commissioning team either by post or email to address shown above.

As the intention of the UDA variation is to reduce the likelihood that underperformance will occur in this and subsequent years, we will review both the action plan and the on-going contract delivery during [insert date] to confirm that you are on target to deliver the contracted activity.

Please note that all breach notices against your contract for underperformance will remain in place during this period.

Should it become evident that you will not be able to achieve the contracted activity this letter provides the notice that we will enter into further communication regarding a contract variation at the end of [insert financial year] to a level that is in our view achievable and attainable for you as a contractor. Please note that in this event the variation will be a permanent reduction of activity.

It is therefore important that you also monitor the activity for the contract, using Compass and schedule reconciliation, together with progress with your action plan to ensure that the contracted activity for [insert financial year] can be achieved.

This is our standard process when a contract consistently under delivers and is in line with the [National Health Service (General Dental Services Contracts) Regulations 2005, s.3 Pt.9(61)], [National Health Service (Personal Dental Services Agreement) Regulations 2005, s.3 Pt.9(61)].

Should you have any queries please do not hesitate to contact me and I look forward to receiving a copy of your action plan by [insert date].

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]



## Annex 6.8 Template Letter to Send out Contract Variation for Signature

[Insert date]

[Contract number: [insert contract number]

Practice name and address: [insert practice name and address]

Dear [insert name of contractor]

### **Contract variation – reduction in UDAs**

Please find attached your Contract Variation reflecting agreed permanent reduction in the Contract UDAs.

I would be grateful if you could sign both copies of the attached contract variation and return one signed copy to the address above. Please retain second copy for your records.

I have also attached a Compass Authorisation Form (CAF) that needs to be completed in line with the reduction and returned to me via email [insert email address].

If you have any questions regarding the process, please do not hesitate to contact me on the above number.

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]

Enc.

## Annex 7.1 PDS/PDS Plus agreement transfer to GDS Contract – Template Letter (Refusal Mandatory Services)

[Insert date]

[Contract number: [insert contract number]

Practice name and address: [insert practice name and address]

Dear [insert name of contractor]

### **Request to transfer [PDS/PDS Plus] agreement to a GDS contract**

Thank you for contacting us. I acknowledge receipt of your notice dated [insert date] requesting a transfer of your [PDS/PDS Plus] agreement to a GDS contract

On review of your current [PDS/PDS plus] agreement, I note that you do not provide mandatory services. Regulation 21 of the National Health Service (Personal Dental Services Agreements) Regulations 2005 states:

*"A contractor which is providing mandatory services, and which wishes a general dental services contract to be entered into pursuant to this regulation shall notify the Board in writing at least three months before the date on which it wishes the general dental services contract to be entered into."*

We cannot approve your request to transfer your PDS agreement to a GDS contract as you do not meet the criteria required.

If you do not agree with our decision, you should contact us within 28 days of this notice. If, after making every reasonable effort at the local resolution stage, we are unable to resolve the dispute we will then provide you with the details of the next stages of dispute under the contract.

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

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]

## **Annex 7.2 PDS/PDS Plus Agreement Transfer to GDS Contract – Template Letter (Refusal Eligible Persons)**

[Insert date]

Contract number: [insert contract number]

Practice name and address: [insert practice name and address]

Dear [insert name of contractor]

### **Request to transfer [PDS/PDS Plus] agreement to a GDS contract**

Thank you for contacting us. I acknowledge receipt of your notice dated [insert date] requesting a transfer of your [PDS/PDS Plus] agreement to a GDS contract.

On review of your current arrangements, you do not meet the conditions set out in [section 102 of the NHS Act 2006 (persons eligible to enter into GDS contracts) / regulations 4 and 5 (where applicable) of the National Health Service (General Dental Services Contracts) Regulations 2005].

[insert which requirements have not been met]

We are unable to grant your request to transfer to a GDS contract.

If you do not agree with this decision, please contact us in the first instance. If local resolution is not possible, you may appeal to the First-Tier Tribunal.

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]

## **Annex 7.3 PDS/PDS Plus Agreement Transfer to GDS Contract – Template Letter, Next Steps**

[Insert date]

Contract number: [insert contract number]

Practice name and address: [insert practice name and address]

Dear [insert name of contractor]

### **Request to transfer [PDS/PDS Plus] agreement to a GDS contract**

Thank you for contacting us. I acknowledge receipt of your notice dated [insert date] requesting a transfer of your [PDS/PDS Plus] agreement to a GDS contract.

We will now undertake the next steps set out below and will contact you within 28 days of this letter for further discussions:

[insert practicalities]

In the meantime, if you have any questions, please contact us

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]

## Annex 7.4 Contract review template for transfer from PDS/PDS Plus to GDS

The following template should be used to carry out the contract review

Contractor name			
Contractor address			
PDS Agreement number			
Contract value (UDA only) per annum	£	Contract value (UOA only) per annum	£
Contracted UDAs per annum		Contracted UOAs per annum	
Average price per UDA	£	Average price per UOA	£
NHS England benchmarked UDA value National average	£	NHS England benchmarked UOA value National average	£
NHS England benchmarked UDA value Local average	£	NHS England benchmarked UOA value Local average	£
<b>PDS Plus agreement only</b>			
Access payment			
Performance payment			
Achievement against activity	% UDA delivered		
Achievement against access			
Achievement against performance			

## Annex 7.5 PDS/PDS Plus Agreement transfer to GDS Contract – Template Letter to set up a Review Meeting

[Insert date]

Contract number: [insert contract number]

Practice name and address: [insert practice name and address]

Dear [insert name of contractor]

### **Request to transfer [PDS/PDS Plus] agreement to a GDS contract**

Further to our letter dated [insert date of letter] I am writing to confirm that we have reviewed your request to transfer your [PDS/PDS Plus] agreement to a GDS contract.

In accordance with the National Health Service (Personal Dental Services Agreements) Regulations 2005, we can confirm that you currently provide mandatory services and are an eligible person as defined by section 28M of the NHS Act 1977 (now section 102 of the NHS Act 2006) and regulations 4 and 5 of the National Health Services (General Dental Services Contracts) Regulations 2005 who can hold a GDS contract.

We have reviewed your contract and would now like to arrange a meeting with you to discuss your transfer. We have a responsibility to commission services that meet the needs of patients. Under your current PDS agreement your average UDA price is [insert price]. This is [above/below] the national/local average which is [insert price] / £[insert]/UDA.

You have a right to a GDS contract providing the same services as are provided under your PDS agreement and providing the same number of units of dental [and orthodontic] activity. We are taking this opportunity to negotiate your contractual value (the Negotiated Annual Contract Value (NACV)) as set out in the General Dental Services Statement of Financial Entitlements as follows:

*“[NHS England] and the contractor must agree, in respect of the first financial year during which a GDS contract has effect, a NACV for the GDS contract based on the number of units of dental activity and, where applicable, orthodontic activity that the contractor is required to provide under its GDS contract.”*

In advance of the meeting and to allow you to have time to consider the proposal we are proposing a NACV of £ [insert total proposed value], which comprises [insert number] of UDAs at an average of £[insert]/UDA and [insert number] UOAs at an average of £[insert]/UDA.

I would be grateful if you could contact me at your earliest opportunity to arrange a mutually convenient time to meet to discuss the offer and transfer in more detail.

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]

## Annex 7.6 PDS/PDS Plus Agreement Transfer to GDS Contract – Template Letter – Agreement to Transfer

[Insert date]

Contract number: [insert contract number]

Practice name and address: [insert practice name and address]

Dear [insert name of contractor]

### **[PDS/PDS Plus] agreement to transfer to a GDS contract**

Further to our meeting of [insert date] I confirm that your average UDA/[UOA] level has been negotiated and agreed at £[insert]/per UDA [and £[insert]/per UOA]. Your GDS contract will be for [insert number] UDA [and [insert number] UOA], which gives you a final Negotiated Annual Contract Value of £[insert].

We agree your termination date of your [PDS/PDS Plus] agreement is [insert date] and that your GDS contract will commence immediately following termination of your PDS agreement.

In line with regulation 21 (6)(c) of the National Health Service (Personal Dental Services Agreements) Regulations 2005 you are required to complete any courses of treatment or orthodontic courses of treatment that were not complete immediately prior to your PDS agreement terminating, in accordance with the terms of your GDS contract.

I enclose two copies of your new GDS contract and request that these be signed and returned to me by [insert date].

A copy will be returned to you once it has been signed on behalf of the commissioning organisation.

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]



## **Annex 7.7 PDS/PDS Plus Agreement Transfer to GDS Contract – Template Letter Refusal**

[Insert date]

Contract number: [insert contract number]

Practice name and address: [insert practice name and address]

Dear [insert name of contractor]

### **Request to transfer [PDS/PDS Plus] agreement to a GDS contract**

Further to our meeting on [insert date] I am writing to confirm that we were unable to reach an agreement on a Negotiated Annual Contract Value (NACV), for your new GDS contract.

In the absence of agreement to the financial value of the GDS contract we cannot agree your transfer from a PDS agreement to a GDS contract.

If you do not agree with our decision, you should contact us within 28 days of this notice. If, after making every reasonable effort at the local resolution stage, we are unable to resolve the dispute we will then provide you with the details of the next stages of dispute under the contract.

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

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]

## Annex 7.8 PDS to GDS Transfer – Changes to Contract Payment System

### 1. Payment and contract system

- 1.1 The following changes are required to the NHSBSA payment system:
- 1.2 Although the Commissioner must close the terminated agreement and start a new contract, NHSBSA need to handle the transfer differently. This is because under regulation 21 of the PDS Regulations a contractor must ensure that no patient pays twice for the same course of treatment.
- 1.3 The Commissioner will need to amend the details on the payment system to record the changeover from PDS to GDS and enter the new contract value.
- 1.4 This change cannot take place in the middle of a processing cycle so will therefore need to take place before the end of the NHSBSA cycle for the Commissioner.
- 1.5 It is also advisable to email NHSBSA to ensure that the contracts are linked so that free repairs and replacements and courses of treatment that are part completed are not charged for twice.

## **Annex 7.9 Information from NHS Resolution for requests to transfer from PDS Plus agreement to GDS contract**

This reference was taken from an NHS Resolution case

“The guidance (Transfer from a personal dental services agreement to a general dental services), and in particular paragraphs 22 to 25, was considered by NHS Resolution in its decision dated 16 February. As set out by my client below, you will note the NHSLA determined that the starting point for negotiation is the service element of the PDS + agreement, but that NHS England must also ensure that the services are safe and viable.

As such, NHS England should:

“Undertake a review of the oral health needs assessment and service provision available and where appropriate can negotiate an appropriate GDS contract value.” - (policy guidance paragraph 25)

Furthermore, the NHS Resolution suggests that:

“Both parties should undertake that exercise [determining that services are safe and viable]. If they remain unable to reach agreement they are at liberty to make submissions to me [NHSLA] on the question of safety and viability.” – (NHS Resolution determination para 4.19)

# Annex 7.10 Safe and Viability Calculator



Annex 7.10\_HPP  
Safe Viable Calculati

## Annex 8.1 National Dental Contract Management Single Operating Model Mid-Year and Year End Timeline

No.	Description	Purpose	Who	Date
	NHS DS provide recommended year end categorisation of contracts based on interim year end data and rule list for interim categorisation to commissioners	For commissioners to consider amend, and provide all category 2 contract notes for reconciling  NHS DS to provide support in completion of year end categorisation spread sheet	NHS DS	Insert Financial Year
	Deadline for commissioners to return year end categorisation of all contracts, with recorded sub-categorisation and category 2 notes.  Commissioners to use this to highlight ADG/DBC details  Commissioners to use this to highlight nhsmail accounts	To categorise the contracts ahead of the final year-end report being published to allow NHS DS to manually calculate the delivery position of cat 2s with minimal impact on teams  NHS DS & commissioners to collaborate if further info is needed regarding category 2 notes	NHS DS / Commissioners	Insert Financial Year
	Year-end data available, as at 30/06/2020			Insert Financial Year
	Year-end weekly update to commissioners.	Commissioners to review all contracts categorisation and final year end delivery position/data. This will be what goes into the year letter to contractors.  <b><u>Finance sign off in weekly update</u></b> <b>Commissioners may wish to use this for internal audit/finance sign-off as will highlight agreed decisions on c/f, c/b and pay o/p.</b>		Insert Financial Year
	Final deadline for commissioners to provide comment/amendments to year end letters and return Cat 2 details.  If cat 2 details aren't provided by this date, contracts will be moved to cat 3 for local resolution (Year-end letters will not be published in Compass)	Commissioners sharing info to allow NHS DS to manually reconcile category 2. Once done reports will be published in CoMPASS based on the assumption that this return is the commissioner 'sign-off'  To provide clear demarcation on what is for local resolution		Insert Financial Year
	Year-end Report published in CoMPASS	To publish report in one place for access by commissioners and contractors		Insert Financial Year

	for category 1 and 2 contracts			
	Weekly update which will include confirmation of what has been published in Compass			Insert Financial Year
	NHS DS provide recommended mi-year categorisation of contracts for wave 1 and 2 teams based on final year end data to commissioners.	For commissioners to consider amend, and provide all category 2 contract notes for mid-year review  NHS DS to provide support in completion of mid-year categorisation spread sheet		Insert Financial Year
	All year end reconciliations (c/f, c/b, pay over performance) completed in Compass  Deadline for any year end carried forward activity to be entered in Compass and authorised and included in mid-year report.	To ensure that any brought forward activity from year end19/20 is included in the calculation for the mid-year 20/21 delivery position.		Insert Financial Year
	NHS DS to provide s/s with potential breach notices prepared and sent to teams			Insert Financial Year
	Deadline for commissioners to return mid-year categorisation of all contracts, with recorded sub-categorisation and category 2 notes.  Commissioners to use this to highlight ADG/DBC details  Commissioners to use this to highlight nhsmail accounts  Wherever possible, year-end data will c/f for commissioners to review	To categorise the contracts ahead of the final mid-year position being published to allow NHS DS to manually calculate the delivery position of cat 2s with minimal impact on commissioners  NHS DS & commissioners to collaborate if further info is needed regarding category 2 notes.		Insert Financial Year
	Mid-year data available, as at 30/09/2020			Insert Financial Year
	Mid-year Weekly update	For commissioners to review all contracts categorisation and final mid-year delivery position. This will be what goes into the MY letter to contractors.  <b><u>Finance sign off in weekly update</u></b> <b>Commissioners may wish to use this for internal audit/finance sign-off as will highlight which</b>		Insert Financial Year

		<b>contracts will receive action plans to complete.</b>		
	Final deadline for commissioners to provide comment/amendments to mid-year letters and to return Cat 2 details.  If cat 2 details aren't provided by this date, contracts will be moved to cat 3 for local resolution (mid-year letters will not be published)	Commissioners sharing info to allow NHS DS to manually review category 2. Once done reports will be published in Compass based on the assumption that this return is the team 'sign-off'  To provide clear demarcation on what is for local resolution		Insert Financial Year
	Mid-year report published in Compass for cat 1 and 2 contracts			Insert Financial Year
	Mid-year Review & Action plan issued to contracts <30% as attachment by email.			Insert Financial Year
	Final deadline for return of mid-year action plans.			Insert Financial Year
	Potential withhold list to commissioners for considerations including all action plans that have been accepted in principle.	Commissioners to agree to make local decision regarding entering a withhold on a contract. Also to agree on all action plans accepted before NHS DS confirm with Provider.		Insert Financial Year
	Deadline for commissioners to authorise withhold and accepted action plans.	<b><u>Finance sign off in weekly update</u></b>		Insert Financial Year
	All contracts that have had their action plan accepted will receive an email advising of this and that their delivery will be reviewed after December schedule.			Insert Financial Year
	Withholds entered in Compass for 5 months. 1/5 of maximum amount entered monthly  Letter emailed to Providers advising withhold has been entered.			Insert Financial Year
	NHS DS review Q3 data			Insert Financial Year

	Potential withhold list to commissioners for considerations			Insert Financial Year
	All contracts in mid-year review that have delivered December schedule benchmarks will receive letter advising mid-year review is now complete.			Insert Financial Year
	Deadline for commissioners to authorise withhold.  If authorisation not provided by this date, contracts will be moved to cat 3 for local resolution	<b><u>Finance sign off in weekly update</u></b>		Insert Financial Year
	Withholds entered in Compass for 3 months. 1/5 of maximum amount entered monthly.  Letter emailed to Providers advising withhold has been entered.			Insert Financial Year
	Review of delivery February schedule data and potential release			Insert Financial Year
	NHS DS provide recommended year end categorisation of contracts based on interim year end data and rule list for interim categorisation to teams	For commissioners to consider amend, and provide all category 2 contract notes for reconciling  NHS DS to provide support in completion of year end categorisation spread sheet	NHS DS/ commissioners	Insert Financial Year
	Review of delivery data and potential release			Insert Financial Year
	Review of delivery data and potential release			Insert Financial Year
	Review of delivery data and potential release			Insert Financial Year



## Annex 8.2 Template National Dental Contract management service Mid Year Review Letter

Dear Provider

**Mid-year review** – [insert practice code]

Our Provider Assurance team monitors the data we collect and hold on behalf of NHS England to give assurances about the quality, effectiveness and value for money delivered under NHS primary care dentistry contracts.

NHS England have instructed us, on their behalf, to communicate your mid-year delivery position, to support your review of this position and to take any further appropriate actions.

We have reviewed your mid-year delivery position based on the FP17/FP17(O) data you have provided under your contract during the period 1 April 20XX to 30 September 20XX.

*Outcome 1:* This includes any claims submitted up to 30 September 20XX and processed for inclusion in October's schedule and shows you have delivered less than 30% of your contracted activity. A summary of this is set out in the table below.

You are therefore required to undertake a mid-year review of your delivery by completing a formal action plan for delivery of activity in 20XX/XX.

A self-assessment and action plan template has been sent to the email address held in Compass. You may wish to take this opportunity to check your contact details are correct and update if necessary.

Please submit your completed action plan within 14 days of the date of this letter to outline your plans for delivering your contracted activity by the end of the financial year. Failure to submit an action plan may result in the withholding of payments as commissioners will have no assurance that you accept responsibility for the planned delivery of your contractual obligations.

*Outcome 2:* You are not required to undertake a formal mid-year review.

You have delivered more than 30 per cent of your 20XX/XX contracted activity at the mid-year point. You are, however, encouraged to review your claim submission in order to avoid any over or under delivery at year end.

A summary of this is set out in the table below.

*Outcome 3:* You are not required to undertake a formal mid-year review.

You have delivered more than 45 per cent of your 20XX/XX contracted activity at the mid-year point. You are, however, encouraged to review your claim submission in order to avoid any over or under delivery at year end.

A summary of this is set out in the table below.

*Outcome 4:* This includes any claims submitted up to 30 September 20XX and processed for inclusion in October's schedule and shows you have delivered less than 30% of your contracted activity.

You are not required to undertake a formal mid-year review at this time. You are, however, encouraged to review your claim submission to avoid any over or under delivery at year end.

A summary of this is set out in the table below.

*Reason 1:* Your Direct Commissioning Office (Local Team) has received the force majeure and/or exceptional circumstances application you made prior to your contract's mid-year review. This will be considered as part of your contract's 20XX/XX year-end reconciliation.

*Reason 2:* The summary takes into account the details of the first year (20XX/XX) of your contract, as supplied by your Direct Commissioning Office (Local Team).

*Reason 3:* The summary takes into account the details of your non-recurring activity in 20XX/XX, as supplied by your Direct Commissioning Office (Local Team).

*Reason 4:* The summary takes into account 20XX/XX activity brought forward to be delivered in 20XX/XX which to date has not been recorded in Compass. You should consider this when reviewing reported delivery in Compass.

*Reason 5:* The summary takes into account details of your contract in 20XX/XX, as supplied by your Direct Commissioning Office (Local Team) which to date have not been recorded in Compass. You should consider this when reviewing reported delivery in Compass.

*Additional Info (Free Text):* The summary considers...

20XX/XX claim submission has been adjusted to include any activity brought forward from 20XX/XX.

If you wish your on-going contractual activity to be reviewed, please contact us and your request will be forwarded to your Direct Commissioning Office (Local Team) for consideration.

Completion of the mid-year review is a contractual duty in accordance with the National Health Service (General Dental Services Contracts) Regulations 2005 and National Health Service (Personal Dental Services Agreement) Regulations 2005.

Scheduled UDA 20XX/XX – Sept Schedule	Delivered UDA 20XX/XX - 30 Sept 20XX	Less Brought Forward UDA from 20XX/XX	Adjusted UDA 20XX/XX – 30 Sept 20XX	Contracted UDA 20XX/XX	% Delivered UDA 20XX/XX	UDA Value (£)	Potential withheld payment (£)

Scheduled UOA 20XX/XX – Sept Schedule	Delivered UOA 20XX/XX - 30 Sept 20XX	Less Brought Forward UOA from 20XX/XX	Adjusted UOA 20XX/XX – 30 Sept 20XX	Contracted UOA 20XX/XX	% Delivered UOA 20XX/XX	UOA Value (£)	Potential withheld payment (£)

Delivery of contracted additional and advanced mandatory services is not included in the mid-year review of your contract.

You can continue to monitor your contract's FP17/FP17(O) submission via your Compass schedule and the Vital Signs and Provider Dental Assurance Framework (DAF) reports, which can be found by logging in here:

<https://compass.nhsbsa.nhs.uk/eseries/esr.elogin>

If you have any queries about claim submission, please visit our Ask Us page for FP17/FP17(O) guidance.

If you believe any of the details in this letter are incorrect you can provide further evidence to us via [nhsbsa.dentalcases@nhs.net](mailto:nhsbsa.dentalcases@nhs.net). Please contact us as soon as possible and no later than 14 days from the date of this letter.

If the details are correct but you believe there are further issues for consideration, please contact us immediately.

NHS England and NHS Dental Services, part of the NHS Business Services Authority, thank you for your on-going commitment to NHS dentistry.

Yours faithfully

Provider Assurance Team  
NHS Dental Services

## Annex 8.3 Template National Dental Contract Management Service Mid-Year SMART Action Plan Template

### 20XX/XX Dental mid-year review and action plan

Dear Provider

A summary of the FP17/FP17(O) data you have submitted for inclusion in the April 20XX - September 20XX schedule months is available as part of the mid-year review of your delivered activity.

This data provides the mid-year review of your contract and is available on your activity actual and Vital Signs reports on CoMPASS. The information can also be found on your individual monthly schedules.

You are required to undertake a mid-year review and action plan by completing the form below.

As part of the review, you must confirm your plan for delivery against benchmarks in Schedule date December 20XX and Schedule date March 20XX. **Failure to deliver against these may result in the withholding of contract payments.**

Your action plan should focus on the delivery of your contracted activity **and** the accurate and timely submission of claims related to Units of Dental and/or Orthodontic Activity.

The action plan must factor in that the submission date for inclusion in the schedule months is usually mid-month. Details are available on our [website](#).

**Any claims not processed within the time limit due to late submission and/or rejection due to errors will not be considered in your delivered activity.**

For more information regarding the two month rule and managing contract activity at Year End, visit [Ask Us](#).

Space is provided to describe a maximum of two factors contributing to delivery to date as well as your proposed plan to address or mitigate these. As you type the space will adjust in size around your comments.

## 20XX/XX Dental mid-year review and action plan

<b>Contract number:</b>	
<b>Name of contract holder:</b>	
<b>Name of person completing form: (only if different to above)</b>	
<b>Practice role:</b>	
<b>Date of completion:</b>	
<b>Factors affecting delivery of activity:</b>	
Factor affecting delivery of activity (1 April- 30 September 20XX)	Please comment
<b>Adverse events/ Force Majeure Events:</b>	
Details of any unplanned events that due to circumstances or events beyond your control could have had a detrimental impact on service provision and delivery of activity (between 1 April- 30 September 20XX)	Please comment
Was notification provided to the commissioner within five working days of occurrence of the event? <b>If not, please provide an explanation</b>	Please comment
<b>Planned mitigation:</b>	
What measures have you put in place to make sure that you can deliver care to NHS patients to the level at which you have been funded	Please comment
Please be specific about your plans for on-going delivery of care to NHS patients to the level at which you have been funded and claim submission in 20XX/XX, including clear timelines for delivering your planned mitigations	Please comment
<b>Please forecast final year achievements in terms of number of UDAs delivered:</b>	Please comment

<b>Workforce:</b>	<b>Vacancy 1</b>	<b>Vacancy 2</b>	<b>Vacancy 3</b>
Current number of vacancies (WTE)			
Type of vacancy i.e., dentist/therapist/nurse			
How long has the post been vacant			
Is the post currently advertised			
Details of any staff on long term sick leave including role, WTE, length of sickness to date and estimated return date	Please comment		
Are absences due to long term sickness being covered either by other practice employees, temporary or agency staff? <b>If not, please provide an explanation</b>	Please comment		
Details of staff on planned long term leave e.g. maternity leave. Include role, WTE, length of leave to date and estimate return date	Please comment		
Are absences due to planned long term sickness being covered either by other practice employees, temporary or agency staff? <b>If not, please provide an explanation</b>	Please comment		
Please describe how any staff shortages have affected your delivery of care to NHS patients to the level at which you have been funded	Please comment		
<b>Accessibility/availability of appointments:</b>	<b>NHS</b>	<b>Private</b>	
Do you currently have capacity to see <b>new</b> patients (including NHS and private)?	Yes/No	Yes/No	
If you do not have capacity to see <b>new</b> NHS patients, please explain why not	Please comment		
Please explain any differences in current capacity to see <b>new</b> * NHS vs private patients	Please comment		
Please set out the impact this reduced capacity has had on your non-NHS activity	Please comment		

Do you currently have capacity to see vulnerable patients and those with urgent needs (including NHS and private)?	Yes/No	Yes/No
If you do not have capacity to see vulnerable*/urgent NHS patients, please explain why	Please comment	
Please explain any differences in current capacity to see vulnerable*/urgent patients for NHS and private patients	Please comment	
When is your next available routine appointment for your existing patients (including NHS and private)?		
Please explain any differences in current availability of appointments for <b>existing</b> NHS and private patients	Please comment	
Estimated split of NHS and private patients seen in the practice for the financial year 2019/2020	%	%
Estimated split of NHS and private patients seen at the practice 1 April- 30 September 20XX	%	%
<b>Business continuity plan:</b>		
Do you have an up-to-date, Business Continuity Plan and does it include the factors affecting delivery of care to NHS patients to the level at which you have been funded?	Please comment	
If you do not have an up-to-date Business Continuity Plan or it does not include factors affecting delivery of care to NHS patients to the level at which you have been funded, please provide an explanation	Please comment	
Please give details of how you are implementing systems outlined in the Business Continuity Plan to restore and maintain the full delivery of services to NHS patients to the level at which you have been funded. Include timescales for implementation/completion	Please comment	

<b>Implementation date of action plan:</b>	
<b>Any other comments:</b>	
<b>TO BE COMPLETED BY COMMISSIONER</b>	
<b>Name:</b>	
<b>Role:</b>	
<b>Date:</b>	
<b>Region/ICB:</b>	
<b>Are you assured that the action plan is deliverable, and that the contractor will deliver care to NHS patients to the level at which they have been funded?</b>	Yes/No
<b>If you answered yes to the above and are assured by the contractor, please provide details and a timescale for delivery:</b>	Please comment
<b>If you answered no and are not assured by the contractor, please provide details:</b>	Please comment
<b>Please indicate the main reason(s) for under-performance given by the contractor:</b>	(Delete as appropriate) <ul style="list-style-type: none"> <li>• Adverse events/ Force Majeure Events</li> <li>• Workforce</li> <li>• Other (provide a brief summary)</li> </ul>
<b>Please outline all actions taken:</b>	Please comment
<b>Please provide details of any follow-up review meetings:</b>	Please comment
<b>Outcome:</b> Please provide details of non-recurrent in-year contract variations, contract sanctions, monies withheld or adjustments to the payment system	Please comment
<b>Any other comments:</b>	Please comment



\* New patients are those that have not attended the practice within the last 24 months

\*\* The Department of Health defines a vulnerable adult as a person aged 18 or over who may need community care services because of a disability (mental or other), age, or illness. A person is also considered vulnerable if they are unable to look after themselves, protect themselves from harm or exploitation, or are unable to report abuse. 'Vulnerable children' are defined as any children at greater risk of experiencing physical or emotional harm and/or experiencing poor outcomes because of one or more factors in their lives. Some vulnerable children may also have adverse childhood experiences

## Annex 8.4 Template National Dental Contract Management Service Mid-Year Review Complete Template Letter

Dear Contractor

**Mid-year review** – [insert practice code]

NHS England have instructed our Provider Assurance team, on their behalf, to communicate your mid-year delivery position, to support your review of this position and to take any further appropriate actions.

To support completion of your review, we contacted you on X Month 20XX regarding your contract's mid-year delivery position.

At the time we advised that your contract's delivery would be reviewed following the December 20XX scheduled payment.

We are pleased to confirm that your minimum contract delivery has been achieved and your mid-year review is now complete.

Your final 20XX/XX delivery position will be confirmed as part of your contract's year-end reconciliation.

Please be aware that failure to deliver your contracted activity may result in recovery of monies and be considered a breach of your contract.

The table below shows your claims processed for inclusion in December's scheduled payment.

Scheduled UDA 20XX/XX – Dec Schedule	Less Brought Forward UDA from 20XX/XX	Adjusted UDA 20XX/XX – Dec Schedule	Contracted UDA 20XX/XX	% Delivered UDA 20XX/XX

Scheduled UOA 20XX/XX – Dec Schedule	Less Brought Forward UOA from 20XX/XX	Adjusted UOA 20XX/XX – Dec Schedule	Contracted UOA 20XX/XX	% Delivered UOA 20XX/XX

You can continue to monitor your contract's FP17/FP17(O) submission via your CoMPASS schedule and the Vital Signs and Provider Dental Assurance Framework (DAF) reports, which can be found by logging in here:

<https://compass.nhsbsa.nhs.uk/eseries/esr.elogin>

If you have any queries about claim submission please visit our [Ask Us](#) page for FP17/FP17(O) guidance.

If you have any queries about the details in this letter, please contact us at [nhsbsa.dentalcases@nhs.net](mailto:nhsbsa.dentalcases@nhs.net).

NHS England and NHS Dental Services, part of the NHS Business Services Authority, thank you for your on-going commitment to NHS dentistry.

Yours faithfully

Provider Assurance Team  
**NHS Dental Services**

## Annex 8.5 Template National Dental Contract Management Service Mid-Year November Withhold Template Letter

Dear Provider

**Mid-year review** – [insert practice code]

NHS England have instructed our Provider Assurance team, on their behalf, to communicate your mid-year delivery position, to support your review of this position and to take any further appropriate actions.

To support completion of your review, we contacted you on XX Month 20XX regarding your mid-year delivery position. This was based on the FP17/FP17(O) data you submitted during the period 1 April 20XX and 30 September 20XX.

Our aim was to support your completion of a mid-year review of your contract activity and therefore provide assurance to NHS England about your contract's planned delivery in 20XX/XX.

### *Outcome 1*

*We have attempted to contact you via telephone and email a number of times since XX Month 20XX.*

*To date we have not received your completed mid-year review and a result, NHS England have instructed us to withhold some or all of your future scheduled 20XX/XX payments. Provision for this is stipulated in your contract and has been considered by your NHS England Direct Commissioning Office ('Local Team').*

### *Outcome 2*

*To date we have not received your completed mid-year review. As a result, NHS England have instructed us to withhold some or all of your future scheduled 20XX/XX payments. Provision for this is stipulated in your contract and has been considered by your NHS England Direct Commissioning Office ('Local Team').*

### *Outcome 3*

*Thank you for providing your mid-year review. The details you have provided and your stated plans for delivery of your 20XX/XX activity do not provide sufficient assurance that you will deliver your contracted activity. As a result, NHS England have instructed us to withhold some or all of your future scheduled 20XX/XX payments. Provision for this is stipulated in your contract and has been considered by your NHS England Direct Commissioning Office ('Local Team').*

Details of your mid-year position and the planned withholding of payment are detailed below:

Scheduled UDA 20XX/XX – Sept Schedule	Delivered UDA 20XX/XX - 30 Sept 20XX	Less Brought Forward UDA from 20XX/XX	Adjusted UDA 20XX/XX – 30 Sept 20XX	Contracted UDA 20XX/XX	% Delivered UDA 20XX/XX	UDA Value (£)	Maximum Withheld Payment (£)

Scheduled UOA 20XX/XX – Sept Schedule	Delivered UOA 20XX/XX - 30 Sept 20XX	Less Brought Forward UOA from 20XX/XX	Adjusted UOA 20XX/XX – 30 Sept 20XX	Contracted UOA 20XX/XX	% Delivered UOA 20XX/XX	UOA Value (£)	Maximum Withheld Payment (£)

The withholding will commence from the November 20XX scheduled payment (3 December 20XX payment date) and will be completed by the March 20XX scheduled payment (1 April 20XX payment date). Other deductions from your scheduled payment (for example patient charges) may affect the monthly withhold amount.

Any withheld payment will be paid to you when 96 per cent of your contracted 20XX/XX activity is delivered. We will continue to review your delivery and will contact you before the end of the current financial year.

Details of our attempted contact with you is below.

Date	Contact Details (telephone number or email address)	Name of person spoken to (if appropriate)

We appreciate that you may find the contents of this letter concerning. You are advised to contact your Local Dental Committee (LDC) representative [insert details if known] who are able to offer specialist peer support.

You can continue to monitor your contract's FP17/FP17(O) submission via your CoMPASS schedule and the Vital Signs and Provider Dental Assurance Framework (DAF) reports, which can be found by logging in here:

<https://compass.nhsbsa.nhs.uk/eseries/esr.elogin>

If you have any queries about claim submission please visit our Ask Us page for FP17/FP17(O) guidance.

If you have any queries about the details in this letter please contact us at [nhsbsa.dentalcases@nhs.net](mailto:nhsbsa.dentalcases@nhs.net).

NHS England and NHS Dental Services, part of the NHS Business Services Authority, thank you for your on-going commitment to NHS dentistry.

Yours faithfully



## Annex 8.6 Template National Dental Contract Management Service Mid-Year Review January Withhold Template Letter

**Mid-year review** – [insert practice code]

NHS England have instructed our Provider Assurance team, on their behalf, to communicate your mid-year delivery position, to support your on-going review of delivery and claim submission and to take any further appropriate actions.

To support completion of your review, we contacted you on XX Month 20XX regarding your mid-year delivery position. This was based on the FP17/FP17(O) data you submitted during the period 1 April 20 XX and 30 September 20 XX.

At the time we advised that your contract's delivery would be reviewed following the December 20XX scheduled payment.

The table below details your delivery based on claims included in December's scheduled payment. You have not achieved the minimum claim submission identified in your mid-year review.

As a result, NHS England have instructed us to withhold some or all of your future scheduled 20XX/XX payments. Provision for this is stipulated in your contract and has been considered by your NHS England Direct Commissioning Office ('Local Team').

A maximum of £XX,XXX.XX will be withheld from the January 20XX scheduled payment (1 February 20XX payment date) and will be completed by the March 20XX scheduled payment (1 April 20XX payment date). Other deductions from your scheduled payment (for example patient charges) may affect the monthly withhold amount.

We will continue to review your contract's on-going delivery. Your final 20XX/XX delivery position will be confirmed as part of your contract's year-end reconciliation.

Please be aware that failure to deliver your contracted activity may result in further recovery of monies and be considered a breach of your contract.

Scheduled UDA 20XX/XX – Dec Schedule	Less Brought Forward UDA from 20XX/XX	Adjusted UDA 20XX/XX – Dec Schedule	Contracted UDA 20XX/XX	% Delivered UDA 20XX/XX

Scheduled UOA 20XX/XX – Dec Schedule	Less Brought Forward UOA from 20XX/XX	Adjusted UOA 20XX/XX – Dec Schedule	Contracted UOA 20XX/XX	% Delivered UOA 20XX/XX

Any withheld payment will be paid to you on the next available payment date after delivery of 96 per cent of your contracted 2019/20 activity is confirmed. If you have any queries about claim submission please visit our [Ask Us](#) page for FP17/FP17(O) guidance.

We appreciate that you may find the contents of this letter concerning. You are advised to contact your Local Dental Committee (LDC) representative [insert details if known] who can offer specialist peer support.

You can continue to monitor your contract's FP17/FP17(O) submission via your CoMPASS schedule and the Vital Signs and Provider Dental Assurance Framework (DAF) reports, which can be found by logging in here:

<https://compass.nhsbsa.nhs.uk/eseries/esr.elogin>

If you have any queries about the details in this letter, please contact us at [nhsbsa.dentalcases@nhs.net](mailto:nhsbsa.dentalcases@nhs.net).

NHS England and NHS Dental Services, part of the NHS Business Services Authority, thank you for your on-going commitment to NHS dentistry.

Yours faithfully

Provider Assurance Team  
**NHS Dental Services**



## Annex 8.7 Template National Dental Contract Management Service Withhold Release Template Letter

Dear Provider

**Mid-year review** – [insert practice code]

Our Provider Assurance team wrote to you on XX Month 20XX regarding the withholding of your scheduled payments.

As advised at the time, we continue to review your on-going delivery and FP17/FP17(O) claim submission.

Details of your 20XX/XX claim submission to date are below:

Your claim submission confirms more than 96 per cent of your contracted 20XX/XX activity has been delivered. The withheld amount of £XX,XXX.XX will be re-paid to you on the next available payment date. We now consider your mid-year review to be complete and no further action is required.

Scheduled UDA 20XX/XX – Feb/March/April/May Schedule	Less Brought Forward UDA from 20XX/XX	Adjusted UDA 20XX/XX – Feb/March/April/May Schedule	Contracted UDA 20XX/XX	% Delivered UDA 20XX/XX

Scheduled UOA 20XX/XX – Feb/March/April/May Schedule	Less Brought Forward UOA from 20XX/XX	Adjusted UOA 20XX/XX – Feb/March/April/May Schedule	Contracted UOA 20XX/XX	% Delivered UOA 20XX/XX

Your final 20XX/XX delivery position will be confirmed as part of your contract's year-end reconciliation.

Please be aware that failure to deliver any other elements of your contracted activity may result in recovery of monies and be considered a breach of your contract.

You can continue to monitor your contract's FP17/FP17(O) submission via your CoMPASS schedule and the Vital Signs and Provider Dental Assurance Framework (DAF) reports, which can be found by logging in here:

<https://compass.nhsbsa.nhs.uk/eseries/esr.elogin>

If you have any queries about claim submission please visit our [Ask Us](#) page for FP17/FP17(O) guidance.

If you have any queries about the details in this letter, please contact us at [nhsbsa.dentalcases@nhs.net](mailto:nhsbsa.dentalcases@nhs.net).

NHS England and NHS Dental Services, part of the NHS Business Services Authority, thank you for your on-going commitment to NHS dentistry.

Yours faithfully

Provider Assurance Team  
**NHS Dental Services**

## Annex 8.8 Template National Dental Contract Management Service Year End Letter

Dear Provider

### **Year-end reconciliation** – [insert contract number]

Our Provider Assurance team monitors the data we collect and hold on behalf of NHS England to give assurances about the quality, effectiveness and value for money delivered under NHS primary care dentistry contracts.

NHS England have instructed us, on their behalf, to communicate your year-end delivery position and to take appropriate actions to reconcile this against your contractual activity.

We have finalised your year-end delivery position based on the FP17/FP17(O) data you have submitted in respect of the 20XX/XX financial year.

*Outcome 1: A summary of this is set out in the table below. The value of your under-delivered activity will be recovered by three instalments. This will commence with your scheduled CoMPASS payment on 1 October 20XX (September schedule).*

*Under-delivery of your contractual activity is potentially a breach of your contract. Your NHS England Direct Commissioning Office (Local Team) will consider this separately following the year-end reconciliation.*

*Outcome 2: A summary of this is set out in the table below. As more than 96% of your contracted activity has been delivered, activity between 96 and 100% of your 20XX/XX contracted activity will be carried forward in CoMPASS.*

*Delivery of your 20XX/XX contracted activity is not considered to commence until you have delivered activity brought forward from 20XX/XX. Delivery of brought forward activity will be reviewed at the Mid-year point, 30 September 20XX.*

*Outcome 3: A summary of this is set out in the table below. As more than 100% of your contracted activity has been delivered, up to 2% of 20XX/XX contracted activity will be carried forward in CoMPASS.*

*Outcome 4: A summary of this is set out in the table below. As more than 100% of your contracted activity has been delivered, including delivery under a NHS England Direct Commissioning Office (Local Team) approved programme, up to 4% of 20XX/XX contracted activity will be carried forward in CoMPASS.*

*Outcome 5: A summary of this is set out in the table below. As more than 100% of your contracted activity has been delivered, including delivery under a NHS England Direct Commissioning Office (Local Team) approved programme, up to 4% of 20XX/XX contracted activity will be paid in CoMPASS.*

*Outcome 6: A summary of this is set out in the table below. The value of elements of your under-delivered activity will be recovered by three instalments. This will commence with your scheduled CoMPASS payment on 1 October 20XX (September schedule).*

*Under-delivery of your contractual activity is a breach of your contract. Your NHS England Direct Commissioning Office (Local Team) will consider this separately following the year-end reconciliation.*

*In addition, as more than 96% of other elements of your contracted activity has been delivered, activity between 96 and 100% of elements of your 20XX/XX contracted activity will be carried forward in CoMPASS.*

*Delivery of your 20XX/XX contracted activity is not considered to commence until you have delivered activity brought forward from 20XX/XX. Delivery of brought forward activity will be reviewed at the Mid-year point, 30 September 20XX.*

*Outcome 7: A summary of this is set out in the table below. The value of elements of your under-delivered activity will be recovered in three instalments. This will commence with your scheduled CoMPASS payment on 1 October 20XX (September schedule).*

*Under-delivery of your contractual activity is a breach of your contract. Your NHS England Direct Commissioning Office (Local Team) will consider this separately following the year-end reconciliation.*

*In addition, as more than 100% of elements of your contracted activity has been delivered, up to 2.0% of elements of your 20XX/XX contracted activity will be carried forward in CoMPASS.*

*Outcome 8: A summary of this is set out in the table below. As more than 100% of elements of your contracted activity has been delivered, up to 2% of elements of your 20XX/XX contracted activity will be carried forward in CoMPASS.*

*In addition, as more than 96% of other elements of your contracted activity has been delivered, activity between 96 and 100% of elements of your 20XX/XX contracted activity will be carried forward in CoMPASS.*

*Delivery of your 20XX/XX contracted activity is not considered to commence until you have delivered activity brought forward from 20XX/XX. Delivery of brought forward activity will be reviewed at the Mid-year point, 30 September 20XX.*

*Outcome 9: A summary of this is set out in the table below. The value of elements of your under-delivered activity will be recovered by three instalments. This will commence with your scheduled CoMPASS payment on 1 October 20XX (September schedule).*

*Under-delivery of your contractual activity is a breach of your contract. Your NHS England Direct Commissioning Office (Local Team) will consider this separately following the year-end reconciliation.*

*In addition, as more than 100% of elements of your contracted activity has been delivered and as agreed for delivery under approved programmes, up to 4.0% of elements of your 20XX/XX contracted activity will be carried forward in CoMPASS.*

*Outcome 10: A summary of this is set out in the table below. As more than 100% of elements of your contracted activity has been delivered, including delivery under a NHS England Direct Commissioning Office (Local Team) approved programme, up to 4% of 20XX/XX contracted activity will be carried forward in CoMPASS.*

*In addition, as more than 96% of other elements of your contracted activity has delivered, activity between 96 and 100% of elements of your 20XX/XX contracted activity will be carried forward in CoMPASS.*

*Delivery of your 20XX/XX contracted activity is not considered to commence until you have delivered activity brought forward from 20XX/XX. Delivery of brought forward activity will be reviewed at the Mid-year point, 30 September 20XX.*

*Outcome 11: A summary of this is set out in the table below. The value of elements of your under-delivered activity will be recovered by three instalments. This will commence with your scheduled CoMPASS payment on 1 October 20XX (September schedule).*

*Under-delivery of your contractual activity is a breach of your contract. Your NHS England Direct Commissioning Office (Local Team) will consider this separately following the year-end reconciliation.*

*In addition, as more than 100% of elements of your contracted activity has been delivered and as agreed for delivery under approved programmes, up to 4.0% of elements of your 20XX/XX contracted activity will be paid in CoMPASS.*

*Outcome 12: A summary of this is set out in the table below. As more than 100% of elements of your contracted activity has been delivered, including delivery under a NHS England Direct Commissioning Office (Local Team) approved programme, up to 4% of 20XX/XX contracted activity will be paid in CoMPASS.*

*In addition, as more than 96% of other elements of your contracted activity has delivered, activity between 96 and 100% of elements of your 20XX/XX contracted activity will be carried forward in CoMPASS.*

*Delivery of your 20XX/XX contracted activity is not considered to commence until you have delivered activity brought forward from 20XX/XX. Delivery of brought forward activity will be reviewed at the Mid-year point, 30 September 20XX.*

Total recovery	£
Less amount withheld from 20XX/XX payments	£
Instalment 1	£
Instalment 2	£
Instalment 3	£

*Reason 1: Your Direct Commissioning Office (Local Team) has separately considered the force majeure and/or exceptional circumstance notified prior to your contract's year-end reconciliation.*

*Reason 2: The summary takes into account your Direct Commissioning Office (Local Team)'s decision about the request for payment of over-performance. you made prior to your contract's year-end reconciliation.*

*Reason 3: Your Direct Commissioning Office (Local Team) has separately considered the Performer List delay application you made prior to your contract's year-end reconciliation.*

*Reason 4: The summary considers the details of the first year (20XX/XX) of your contract, as supplied by your Direct Commissioning Office (Local Team).*

*Reason 5: The summary considers the details of your non-recurring activity in 20XX/XX, as supplied by your Direct Commissioning Office (Local Team).*

*Additional Info (Free Text): The summary considers the decision to allow carry forward of 20XX/XX into the 20XX/XX year....*

Your contracted activity for 20XX/XX will remain the same as your contracted activity for 20XX/XX, subject to any in-year amendments.

If you wish your on-going activity to be reviewed, please contact us and your request will be forwarded to your Direct Commissioning Office (Local Team) for consideration.

Completion of the year-end reconciliation is a contractual duty in accordance with the National Health Service (General Dental Services Contracts) Regulations 2005 and National Health Service (Personal Dental Services Agreement) Regulations 2005.

Scheduled UDA 20XX/XX	Less Brought Forward UDA from 20XX/XX	Adjusted Scheduled UDA 20XX/XX	Contracted UDA 20XX/XX	% Delivered UDA 20XX/XX	Carry Forward UDA into 20XX/XX	UDA Value (£)	Clawback (£)

Scheduled UOA 20XX/XX	Less Brought Forward UOA from 20XX/XX	Adjusted Scheduled UOA 20XX/XX	Contracted UOA 20XX/XX	% Delivered UOA 20XX/XX	Carry Forward UOA into 20XX/XX	UOA Value (£)	Clawback (£)

Additional Service Type	Scheduled Courses of Treatment 20XX/XX	Contracted Courses of Treatment 20XX/XX	Course of Treatment Value (£)	Clawback (£)
Provision of Domiciliary services				

Additional Service Type	Scheduled Courses of Treatment 20XX/XX	Contracted Courses of Treatment 20XX/XX	Course of Treatment Value (£)	Clawback (£)
Provision of Sedation services				

Non Recurring /Other Service Line							
Service Line	Unit of Activity	Scheduled 20XX/XX	Contracted 20XX/XX	% Delivered 20XX/XX	Carry Forward into 20XX/XX	Unit Value (£)	Financial recovery (£)


Starting Well Core Approved Programme				
No. of FP17s for patients aged 0-24 months 20XX/XX	No. of FP17s for patients aged 0-24 months 20XX/XX	Increase in No. of FP17s for patients aged 0-24 months	Unit Value (£)	Starting Well Payment (£)

Starting Well Core Approved Programme				
No. of patients aged 0-24 months 20XX/XX	No. of patients aged 0-24 months 20XX/XX	Increase in No. of patients aged 0-24 months	Unit Value (£)	Starting Well Core Payment (£)

These details are available in your Year-End statement in CoMPASS.

You can continue to monitor your contract's FP17/FP17(O) submission via your CoMPASS schedule and the Vital Signs and Provider Dental Assurance Framework (DAF) reports, which can be found by logging in here:

<https://compass.nhsbsa.nhs.uk/eseries/esr.elogin>

If you have any queries about claim submission, please visit our Ask Us page for FP17/FP17(O) guidance.

If you believe any of the details in this letter are incorrect you can provide further evidence to us via [nhsbsa.dentalcases@nhs.net](mailto:nhsbsa.dentalcases@nhs.net). Please contact us as soon as possible and no later than 28 days from the date of this letter.

If the details are correct but you believe there are further issues for consideration, please contact us immediately.

NHS England and NHS Dental Services, part of the NHS Business Services Authority, thank you for your on-going commitment to NHS dentistry.

Yours faithfully

Provider Assurance Team  
**NHS Dental Services**

## Annex 8.9 Breach Notice – Year End

[Insert date]

[insert practice name and address]

Contract number: [insert contract number]

Dear [insert name of contractor]

### **Breach Notice – Year end [insert financial year]**

Following the completion of the year end reconciliation for [insert financial year], we hereby serve notice that we consider that you are in breach of your [GDS contract / PDS agreement] dated [insert start date of contract] (the "Contract") on the following grounds:

We consider that you have breached clause 77 [clause 77 in the 2018 GDS contract. For GDS contracts check against the contract documentation. For PDS agreements please refer to individual agreement document] of the Contract. This states:

#### ***"Units of dental activity to be provided***

77. *The Contractor shall provide [insert UDAs] units of dental activity during each financial year."*

We consider that you have breached this clause because

- You have not delivered the number of services specified in the Contract.
- Your year-end delivery was [insert year-end figure]. Your contractual obligation was to deliver [insert contractual figure, include any carry forward from previous year if applicable]

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, you should contact us within 28 days of this notice. If, after making every reasonable effort at the local resolution stage, we are unable to resolve the dispute we will then provide you with the details of the next stages of dispute under the contract.

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

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]





## Annex 8.10 Year End Under Delivery – Less than Four Percent Under Delivery – Exceptional Circumstance

There may, on occasions, be instances where a contractor is unable to fulfil its contractual obligations to the Commissioner.

The table below highlights some of the circumstances that are likely to be considered as exceptional by the Commissioner. The list is not exhaustive, and each case should be considered on its individual merits.

Circumstances that may be considered exceptional subject to the provision of supporting evidence	Non-allowable circumstances
Death of, or serious accident or illness to, contract holder (or close relative of contract holder)	Death of, or serious accident to, distant relative or friend of either contractor holder or performer
Death of, or serious accident or illness to, main or significant performer (or close relative of same)	Failure to register with CQC, or comply with CQC registration requirements
Serious fire or accidental damage to practice premises rendering building unfit for business	Minor fire or damage to premises
Recruitment difficulties resulting from undue delay on the local office's part (e.g. admission to the dental performers' list)	Re-decoration of premises
Move to a new premises resulting in operational delays, due to circumstances beyond the contractor's control, e.g. unforeseen planning controls	Recruitment difficulties
	Holidays and other absence such as paternity/maternity or CPD events for provider

	Patient failed to attend (FTAs)
	High-needs patients
	Failure to understand contractual obligations
	IT system failure
	Planned absence of a performer
	Vocational dental practitioner activity taken into consideration

## Annex 8.11 Letter to Contractors to Request KPI Information

To be sent by 31 May

[Insert date]

Contract number: [insert contract number]

Practice name and address: [insert practice name and address]

Dear [insert name of contractor]

### **Request for KPI evidence [insert financial year]**

As part of the dental year end process, we are collecting together all the necessary information needed for us to undertake the reconciliation of your NHS dental contract for this financial year.

Your contract contains KPIs and therefore it would be greatly appreciated if you could send the following KPI information to myself no later than 30<sup>th</sup> June [year]:

- Insert KPI requirements
- Insert KPI requirements
- Insert KPI requirements
- Insert KPI requirements
- Insert KPI requirements
- Insert KPI requirements

Thank you for your ongoing commitment to provide NHS dentistry.

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]

## Annex 8.12 KPI Calculator



Annex  
8.12\_Template\_GDS

## Annex 9.1 Template Letter for Patients from Overseas Requesting NHS orthodontic Treatment

### Private and confidential

[insert date]

[insert patient name and address]

Dear [insert name]

### Orthodontic treatment

I understand your child [insert name] had braces fitted in [insert country] and you have now moved back to the UK where you wish to continue the treatment.

The orthodontic guidance followed by the NHS states that in order for a patient to be eligible for NHS funded Orthodontic treatment the patient needs to meet 3.6 or above on Index of Orthodontic treatment Needs (IOTN). Further information can be found at the following link <http://www.bos.org.uk/Public-Patients/Orthodontics-For-Children-Teens/Fact-File-FAQ/What-Is-The-IOTN>

I can confirm that national insurance (NI) and Tax do not determine whether patients are offered NHS Orthodontic treatment, eligibility is based on the criteria described above and entitlement to NHS treatment.

A decision regarding [insert name's] eligibility for NHS Orthodontic treatment would always have been dependent on the information provided and ultimately the IOTN score.

On [insert date] you provided the dental plan from the [insert original practice]. It did not contain all the information that was needed to determine what [insert name's] IOTN was at the start of treatment. Therefore, a decision about providing NHS treatment to [insert name] could not be made. I understand that [insert new practice] have now approached you to obtain further details to include the study models, x-rays, and photos from the [insert original practice] to confirm eligibility for NHS orthodontic treatment.

Once [insert new practice] are satisfied they have the information they require to make a clinical decision, your daughter will be eligible for NHS orthodontic treatment (assuming they meet the IOTN criteria of 3.6 or above).

Unfortunately, if [insert new practice] do not receive this information or if they are not satisfied that your child met the IOTN criteria of 3.6 (or above) then they are not eligible for NHS Orthodontic treatment.

You can seek to complete the private treatment at your own cost, and you would be under no obligation to remain at insert new practice. Seeking an alternative orthodontist for private treatment would not change your child's eligibility for NHS Orthodontic Treatment.

You have mentioned in your complaint that your child is in pain and as previously advised you should take her to visit the orthodontist for any urgent treatment.

Once [insert new practice] has reviewed the additional information that has been requested they will update you accordingly.

I hope this response has explained our position.

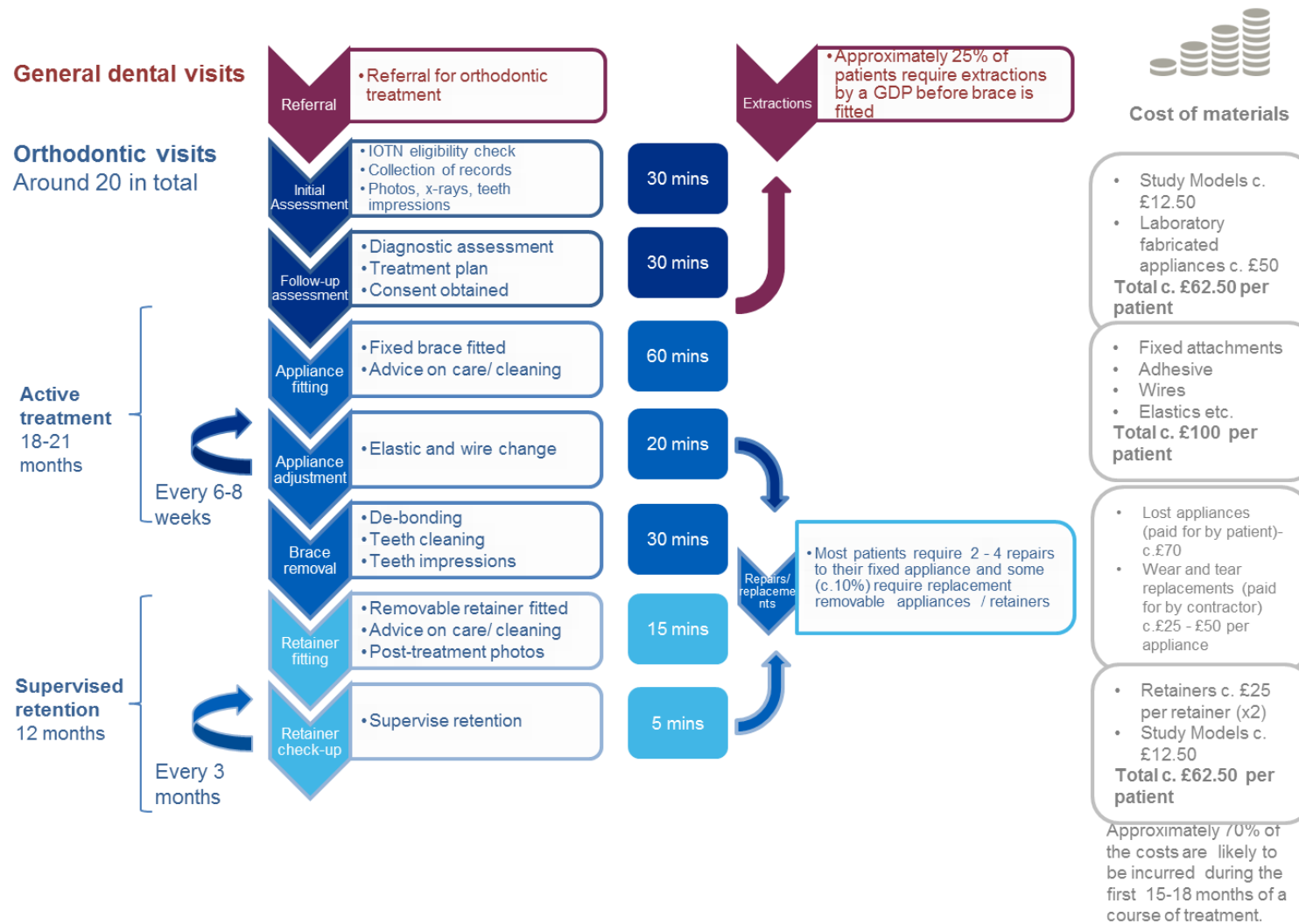
Yours sincerely.

[Name]

[Job title]

[Commissioning organisation]

## Annex 9.2 Orthodontic pathway with overall costs





## Annex 9.3 Template Capture Form for Completion by Contractor



Annex 9.3 Template capture form (ortho)

Data capture form								
Practice Name								
Contract Number								
Completed by								
Date completed								
<b>Only complete if outcome of assessment is fit for fixed appliance</b>								
Patient ID Tag	Patient DOB	Pre assessment waiting list only	Assessment date	Outcome	Treatment start date	Current status	If in active treatment estimated date of completion (including period of supervised retention)	if in supervised retention estimated date of completion
		No	01/01/2017	Fit for fixed appliance only	01/04/2017			
		Yes		Waiting list only				
		No		Review				
		No		Refuse				
		No		Fit for fixed appliance only				
		No		Fit for removable appliance				
		No		Review				

## Annex 9.4 Orthodontic Close Down Payment Template



Annex 9.4  
calculation of payment

### NHS England

#### Calculation of orthodontic close-down payments

Instructions for completion: Please complete details in cells highlighted green.

Section 1 - Practice details		
Practice name	The dental practice	
Contract number	1110111/111	
Contract value	£150,000.00	
Annual contracted UOAs	2,500.00	
UOA rate	£60.00	
Section 2 - Assessment of patients		
Date of assessment	01 January 2016	
Number of patients in active treatment (fixed appliance only)	100	Patients included here will be at different stages of their treatment
Number of patients in retention	300	
Section 3 - Calculation of value of close down payment		
One off fee per patient for those in active treatment	£662.00	Based on 50% of 21 UOAs multiplied by £63 (national average value)
One off fee per patient for those in retention	£25.00	Based on 50% of £49, which is the cost per patient to conclusion, based on the labour and materials costs identified in the patient pathway
<b>Value associated with patients in active treatment</b>	<b>£66,200.00</b>	
<b>Value associated with patients in retention</b>	<b>£7,500.00</b>	
<b>Total value of close down payment</b>	<b>£73,700.00</b>	
<b>% of contract value</b>	<b>49.13%</b>	

## Annex 9.5 Template PDS variation document

**Personal Dental Services Agreement Variation Notice for:**

**Extending the end of the agreement date for the PDS agreement**

Personal Dental Services Variation Notice for: **[insert practice name]**

*Extending the end date of the agreement.*

The text of the Personal Dental Services Agreement Variation Notice dated [insert date] has been prepared by [insert name of commissioning organisation].

This variation forms part of your Personal Dental Services Agreement dated [insert month and year of original contract issue] and the contents within the variation document supersede the prior contracts clauses as from the date of agreed effectiveness or the date of the variation document if it contains no timescale.

[insert contract number]

[insert practice address]

## Personal Dental Services Agreement Variation Notice [month and year]

Dear [insert name of contractor]

### Notice of variation to your Personal Dental Services Agreement dated [insert date]

We give you notice that the terms of your Personal Dental Services Agreement dated [insert date] are varied as set out below with effect from [insert date].

This variation is made extend your Personal Dental Services Agreement dated [insert date of original agreement] and thereby ensure compliance with the Regulations.

### Clause variations

#### PART 4 COMMENCEMENT OF THE AGREEMENT

Duration of the agreement:

16. The Contract shall subsist until day-month-year

*Is replaced by:*

16. The Contract shall subsist until day-month-year

#### PART 7 PROVISION OF SERVICES

Premises, facilities, and equipment:

65. The address of each of the premises to be used by the Contractor or any sub-contractor for the provision of services under the Agreement is as follows:

[insert address]

*Is replaced by:*

65. The address of each of the premises to be used by the Contractor or any sub-contractor for the provision of services under the Agreement is as follows:

[insert address]

#### PART 9 ADDITIONAL SERVICES

Orthodontic services

##### Units of orthodontic activity to be provided

116. [The Contractor shall provide [insert number] *units of orthodontic activity* during each *financial year*.]<sup>3</sup>

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<sup>3</sup> This clause should be included if the Agreement begins on 1<sup>st</sup> April. If not it should be omitted. See regulation 14 of *the Regulations*.

117. [The Contractor shall provide [insert number] *units of orthodontic activity* during [insert relevant period] and [insert number] *units of orthodontic activity* in each financial year thereafter.]<sup>4</sup>

118. The Contractor shall provide *orthodontic services* [at the following times/during the following periods]: [to be completed as appropriate by the parties].<sup>5</sup>

Calculation of the number of *units of orthodontic activity* provided

119. Where the Contractor provides an *orthodontic course of treatment* to a patient that solely consists of a *case assessment*, the Contractor provides 1.0 *units of orthodontic activity*.

120. Where the Contractor provides an *orthodontic course of treatment* to a patient who is aged under 10 years that consists of—

120.1. a *case assessment*; and

120.2. the provision of *orthodontic treatment* to the patient following the *case assessment*,

the Contractor provides 4.0 *units of orthodontic activity*.

121. Where the Contractor provides an *orthodontic course of treatment* to a patient aged between 10 and 17 years that consists of—

121.1. a *case assessment*; and

121.2. the provision of *orthodontic treatment* to the patient,

the Contractor provides 21.0 *units of orthodontic activity*.

122. Where the Contractor provides an *orthodontic course of treatment* to a patient who is aged 18 years or over that consists of—

122.1. a *case assessment*; and

122.2. the provision of *orthodontic treatment* following the *case assessment*,

the Contractor provides 23.0 *units of orthodontic activity*.

123. Where the Contractor—

123.1. provides a repair to an orthodontic appliance of a patient; and

123.2. the *orthodontic course of treatment* in which that orthodontic appliance was provided is being provided by another contractor, hospital, or relevant service provider under Part 5 of *the 2006 Act*,

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<sup>4</sup> This clause should be included if the Contract begins on a date other than 1<sup>st</sup> April. If not, it should be omitted. See regulation 18 of *the Regulations*.

<sup>5</sup> If orthodontic services are to be provided under the Agreement, it is recommended that the hours during which such services are provided are specified in the Agreement.

the Contractor provides 0.8 *units of orthodontic activity*.

#### Under provision of units of orthodontic activity

124. The Board shall not pursuant to Part 22 of this Agreement be entitled to take any action for breach of clause [116][117]<sup>6</sup> (including termination of the Agreement) where clause 125 applies.

125. This clause applies where the Contractor has failed to provide the number of *units of orthodontic activity* it is contracted to provide pursuant to clause [116][117]<sup>7</sup> where—

125.1. that failure amounts to 4 per cent or less of the total number of *units of orthodontic activity* that ought to have been provided during a *financial year*, and

125.2. the Contractor agrees to provide the units it has failed to provide within such time period as the Board specifies in writing, such period to consist of not less than 60 days.

126. [ ]<sup>8</sup>

127. Clauses 124 and 125 shall not prevent the Board from taking action under Part 22 of this Agreement for breach of the Agreement (including terminating the Agreement) on other grounds.

#### Mid-year review

128. Clauses 129 to 140 (except clause 136) only apply where services are to be provided under the Agreement from 1st April in the relevant *financial year*.

129. In clauses 130 to 141, “required to provide” or “required to be provided” in relation to *units of orthodontic activity* means required to be provided in accordance with clause [116] [117]<sup>9</sup>.

130. The Board shall, by 31st October in each *financial year*, determine the number of *units of orthodontic activity* that the Contractor has provided between 1st April and 30th September of that *financial year* based on the data provided to it by virtue of clauses 221 and 222.

131. Where the Board determines under clause 130 that the Contractor has, between 1st April and 30th September, provided less than 30 per cent of the total number of *units of orthodontic activity* that it is required to provide in that *financial year*, clause 132 shall apply.

132. Where this clause applies, the Board may—

132.1 notify the Contractor that it is concerned about the level of activity provided under the Agreement in the first half of the *financial year*, setting out—

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<sup>6</sup> This needs adapting depending on whether clause 116 or 117 has been utilised.

<sup>7</sup> This needs adapting depending on whether clause 116 or 117 has been utilised.

<sup>8</sup> Insert here any variation to the period of 60 days referred to in 125.2. In the case of an agreement with a duration period of less than 12 months, a period of less than 60 days or no period may apply. See regulation 15(4) of the *Regulations*.

<sup>9</sup> This needs adapting depending on whether clause 116 or 117 has been utilised.

132.1.1. the number of *units of orthodontic activity* that it has determined that the Contractor has provided;

132.1.2. the percentage of the total number of *units of orthodontic activity* required to be provided during the *financial year* that the number in clause 132.1.1 represents; and

132.2. require in that notification that the Contractor participate in a mid-year review of its performance in relation to the Agreement with the Board.

133. Where a mid-year review is required by the Board pursuant to clause 132.2, the Board and the Contractor shall discuss at that review—

133.1. any written evidence the Contractor puts forward to demonstrate that it has performed a greater number of *units of orthodontic activity* during the first half of the *financial year* than those notified to it pursuant to clause 132.1.1; and

133.2. any reasons that the Contractor puts forward for the level of activity in the first half of the *financial year*.

134. The Board shall prepare a draft record of the mid-year review for comment by the Contractor and, having regard to such comments, shall produce a final written record of the review.

135. A copy of the final record of the mid-year review shall be sent to the Contractor.

136. [Where an Agreement does not commence on 1<sup>st</sup> April, clauses 128 to 135 and 137 to 140 are varied to the extent that—

[ ]<sup>10</sup>

[ ]

[ ]

#### Action the Board can take following a mid-year review

137. Where, following the mid-year review and the provision of the final record of that review to the Contractor, the Board, having taken account of any evidence or reasons put forward by the Contractor at that review, nevertheless has serious concerns that the Contractor is unlikely to provide the number of *units of orthodontic activity* that it is required to provide by the end of the *financial year*, the Board shall be entitled to take either or both of the steps specified in clause 138.

138. The Board may—

138.1. require the Contractor to comply with a written plan drawn up by the Board to ensure that the level of activity during the remainder of the *financial year* is such that the Contractor will provide the number of *units of orthodontic activity* it is required to provide; or

138.2. withhold monies payable under the Agreement.

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<sup>10</sup> See regulation 20 of the *Regulations*.

139. The maximum amount that may be withheld pursuant to clause 138.2 is—

139.1. the amount that is payable under the Agreement in respect of the number of *units of orthodontic activity* required to be provided in a *financial year*, less

139.2. the amount that would be payable under the Agreement as a relevant proportion of that amount if the Contractor provided in the whole of the *financial year* only twice the number of *units of orthodontic activity* that he provided between 1st April and 30th September.

140. Nothing in clauses 137 to 139 shall prevent the Board and the Contractor agreeing to vary the Agreement in accordance with clause 288 to adjust—

140.1. the level of activity to be provided under the Agreement; or

140.2. the monies to be paid by the Board to the Contractor under the Agreement.

141. Where the Board withholds monies pursuant to clause 138.2, it shall ensure that it pays the withheld monies to the Contractor as soon as possible following the end of the *financial year* where the Contractor has—

141.1. provided the number of *units of orthodontic activity* required to be provided; or

141.2. failed to provide that number of *units of orthodontic activity*, but that failure amounts to 4 per cent or less of the total number of *units of orthodontic activity* that ought to have been provided during that *financial year* (and therefore clauses 124 to 126 to apply).

#### Patients to whom *orthodontic services* may be provided

142. The Contractor may provide *orthodontic services* to—

142.1. [only] persons who are under the age of 18 years at the time of the *case assessment*; [and]

142.2. [only] persons who have attained or are over the age of 18 years at the time of the *case assessment*.<sup>11</sup>

143. The Contractor may only provide *orthodontic services* to a person aged 18 or over at the time of the *case assessment* if [*the Agreement must specify the circumstances in which or criteria that need to be satisfied before orthodontic services are provided to a person who is over the age of 18 years at the time of the case assessment*].<sup>12</sup>

144. The Contractor shall only provide *orthodontic treatment* to a person who is assessed by the Contractor following a *case assessment* as having a treatment need in—

---

<sup>11</sup> This clause needs to be adapted depending on what the parties agree – see paragraph 4(1) of Schedule 1 to *the Regulations*.

<sup>12</sup> Clause 143 only needs to be included if the Contractor is, pursuant to clause 142, entitled to provide *orthodontic services* to persons over the age of 18 at the date of the *case assessment*.



144.1. grade 4 or 5 of the Dental Health Component of the Index of Orthodontic Treatment Need (see *The Development of an Index for Orthodontic Treatment Priority: European Journal of Orthodontics* 11, p309-332, 1989 Brooke, PH and Shaw WC - the article is also available at [www.dh.gov.uk](http://www.dh.gov.uk)) or

144.2. grade 3 of the Dental Health Component of that Index with an Aesthetic Component of 6 or above,

unless the Contractor is of the opinion, and has reasonable grounds for its opinion, that *orthodontic treatment* should be provided to a person who does not have such a treatment need by virtue of the exceptional circumstances of the dental and oral condition of the person concerned.

#### Orthodontic course of treatment

145. Subject to clause 146, the Contractor shall provide *orthodontic services* to a patient by providing to that patient an *orthodontic course of treatment*.

146. The Contractor may provide *orthodontic services* that are not provided by virtue of an *orthodontic course of treatment* where—

146.1. it provides a repair to an orthodontic appliance of a person; and

146.2. the *orthodontic course of treatment* in which that orthodontic appliance was provided is being provided by another contractor, hospital, or relevant service provider under Part 5 of *the 2006 Act*.

147. The Contractor shall use his best endeavours to ensure that an *orthodontic course of treatment* is completed, and that it is so completed within a reasonable time from the date on which the orthodontic treatment plan was written in accordance with clause 151.

148. If an *orthodontic course of treatment* is—

148.1. terminated before it has been completed; or

148.2. otherwise not completed within a reasonable time.

149. An *orthodontic course of treatment* may only be terminated by—

149.1. the Contractor by virtue of—

149.1.1. a notice under clause 33;

149.1.2. clause 38;

149.1.3. clause 39;

149.2. the patient; or

149.3. a person specified in clause 27 acting on the patient's behalf.

150. If the Contractor is unable to *complete* the *course of treatment* which has been commenced for reasons beyond his control, he shall give notice to the Board of the

extent of the treatment so provided and the reason for his inability to complete the remainder.

### Orthodontic treatment plans

151. Where the Contractor has, following a *case assessment*, determined that *orthodontic treatment* should be provided to a patient, it shall, at the time of that *case assessment*, ensure that the patient is provided with an orthodontic treatment plan on a form supplied for that purpose by the Board which shall specify—

151.1. the name of the patient;

151.2. the name of the Contractor;

151.3. particulars of the places where the patient will receive *orthodontic treatment*;

151.4. the telephone number at which the Contractor may be contacted during *normal surgery hours*;

151.5. details of the *orthodontic treatment* which is, at the date of the examination, considered necessary to secure the oral health of the patient;

151.6. the *NHS charge*, if any, in respect of those services if provided pursuant to the Agreement; and

151.7. subject to clause 60.1, any proposals the Contractor may have for *private* services as an alternative to the services proposed under the Agreement, including particulars of the cost to the patient if he were to accept the provision of *private* services.

152. If the patient, having considered the treatment plan provided pursuant to clause 151, decides to accept the provision of *private* services in place of *orthodontic services* under the Agreement, the Contractor shall ensure that the patient signs the treatment plan in the appropriate place to indicate that he has understood the nature of private services to be provided, and his acceptance of those *private* services.

153. Where, for clinical reasons, the services included in the orthodontic treatment plan under clause 151 need to be varied, the Contractor shall provide the patient with a revised orthodontic treatment plan in accordance with that clause.

154. Subject to clauses 147 and 149, the Contractor shall provide the *orthodontic services* which are detailed in the orthodontic treatment plan provided pursuant to clause 151 or, where the orthodontic treatment plan is revised, pursuant to the revised orthodontic treatment plan.

### Monitoring outcomes

155. The Contractor shall monitor, in accordance with clauses 156 to 160, the outcome of the *orthodontic treatment* it provides.

156. The Contractor shall, in respect of *orthodontic courses of treatment* it provides in which *orthodontic treatment* is provided following the *case assessment*, monitor the outcome of that *orthodontic treatment* in accordance with clause 157.

157. The Contractor shall, in respect of—

157.1. where the total number of orthodontic courses of treatment provided is 20 or fewer, all the cases of orthodontic courses of treatment it provides; or

157.2. where the total number of orthodontic courses of treatment provided is greater than 20—

- (i) 20 of the cases; and
- (ii) in addition, 10 per cent of the number of cases over 20,

monitor the outcome of that *orthodontic treatment* in accordance with “Methods to determine outcome of orthodontic treatment in terms of improvement and standards” (see the European Journal of Orthodontics 14, p125-139, 1992 Richmond S., Shaw W.C., Anderson M. and Roberts C.T. - the article is also available at [www.dh.gov.uk](http://www.dh.gov.uk)).

158. The following time period is specified as the relevant time period for calculating the number of *orthodontic courses of treatment* that need to be monitored in accordance with clause 157: [*the parties need to specify here the time period during which the outcomes need to be monitored which may, if the parties so agree, link to the financial year to match the time period during which the obligation to provide units of orthodontic activity relates*].

159. As part of its monitoring of the outcome of *orthodontic treatment*, the Contractor shall, in respect of the patients whose courses of treatment are monitored for the purposes of clause 158, calculate a Peer Assessment Rating of the patient’s study casts—

159.1. taken at or after the *case assessment* but prior to the commencement of *orthodontic treatment*; and

159.2. taken at the completion of the *orthodontic course of treatment*,

using either the Clinical Outcome Monitoring Program software (See Clinical Outcome Monitoring Program – Version 3.1 for Windows 98, XP and 2000. See also Weerakone S and Dhopatkar “A: Clinical Outcome Monitoring Program (COMP): a new application for use in orthodontic audits and research”, American Journal of Orthodontics and Dentofacial Orthopaedics 2003;123:503-511) or by applying the methodology set out in “*An introduction to Occlusal Indices*” (see Richmond, O’Brien, Buchanan, and Burden, 1992, Victoria, University of Manchester, ISBN 1-898922-00-4).

160. In clause 159, “Peer Assessment Rating” means an index of treatment standards in which individual scores for the components of alignment and occlusion are summed to calculate an overall score comparing pre and post treatment. A description of this methodology can be found in the European Journal of Orthodontics 14, p180-187, 1992, Richmond S, Shaw WC, Roberts CT, and Andrews M: “Methods to determine the outcome of orthodontic treatment in terms of improvement and standards”.

#### Completion of orthodontic courses of treatment

161. The Contractor shall indicate on the form supplied to the Board pursuant to clause 221 and clause 222 whether or not the *orthodontic course of treatment* was completed. STAYS

162. If the Board requests in writing that the Contractor provides reasons for the failure to complete one or more *orthodontic courses of treatment*, the Contractor shall, within such time period as the Board may specify, provide the reason or reasons for the failure to complete that *course of treatment* or those courses of treatment.

163. If the Board—

163.1. determines that the number of *orthodontic courses of treatment* provided by the Contractor which have not been completed is excessive; and

163.2. does not consider that the reasons given by the Contractor for the failure to complete the *orthodontic courses of treatment* are satisfactory,

it shall be entitled to exercise its powers under clauses 308 to 315 on the grounds that the Contractor is not, pursuant to clause 147, using its best endeavours to ensure *orthodontic courses of treatment* are completed.

*Is replaced by*

#### Units of orthodontic activity to be provided

116. [The Contractor shall provide 0 *units of orthodontic activity* during each *financial year*.]<sup>13</sup>

117. [The Contractor shall provide [insert number] *units of orthodontic activity* during [insert relevant period] and 0 *units of orthodontic activity* in each *financial year* thereafter.]<sup>14</sup>

118. The Contractor shall provide *orthodontic services* [at the following times/during the following periods]: [*to be completed as appropriate by the parties*].<sup>15</sup>

#### Calculation of the number of *units of orthodontic activity* provided

Clauses 119 – 123 reserved

#### Under provision of units of orthodontic activity

Clauses 124 -127 reserved

Mid-year review

Clauses 128 – 141 reserved

#### Patients to whom *orthodontic services* may be provided

142. The Contractor may provide *orthodontic services* to—

142.1. Reserved

---

<sup>13</sup> This clause should be included if the Agreement begins on 1<sup>st</sup> April. If not it should be omitted. See regulation 14 of *the Regulations*.

<sup>14</sup> This clause should be included if the Contract begins on a date other than 1<sup>st</sup> April. If not, it should be omitted. See regulation 18 of *the Regulations*.

<sup>15</sup> If orthodontic services are to be provided under the Agreement, it is recommended that the hours during which such services are provided are specified in the Agreement.

142.2. Reserved

142.3. Only to those named patients on the reconciled list provided in Schedule A to this variation and for completion of active treatment (fixed appliance) or supervised retention.

143. Reserved

144. Reserved

Orthodontic course of treatment

145. Subject to clause 146, the Contractor shall provide *orthodontic services* to a patient by providing to that patient an *orthodontic course of treatment*.

146. The Contractor may provide *orthodontic services* that are not provided by virtue of an *orthodontic course of treatment* where—

146.1. it provides a repair to an orthodontic appliance of a person; and

146.2. the *orthodontic course of treatment* in which that orthodontic appliance was provided is being provided by another contractor, hospital, or relevant service provider under Part 5 of *the 2006 Act*.

147. The Contractor shall use his best endeavours to ensure that an *orthodontic course of treatment* is completed, and that it is so completed within a reasonable time from the date on which the orthodontic treatment plan was written in accordance with clause 151.

148. If an *orthodontic course of treatment* is—

148.1. terminated before it has been completed; or

148.2. otherwise not completed within a reasonable time.

149. An *orthodontic course of treatment* may only be terminated by—

149.1. the Contractor by virtue of—

149.1.1. a notice under clause 33;

149.1.2. clause 38;

149.1.3. clause 39;

149.2. the patient; or

149.3. a person specified in clause 27 acting on the patient's behalf.

150. If the Contractor is unable to *complete* the *course of treatment* which has been commenced for reasons beyond his control, he shall give notice to the Board of the extent of the treatment so provided and the reason for his inability to complete the remainder.

### Orthodontic treatment plans

151. Where the Contractor has, following a *case assessment*, determined that *orthodontic treatment* should be provided to a patient, it shall, at the time of that *case assessment*, ensure that the patient is provided with an orthodontic treatment plan on a form supplied for that purpose by the Board which shall specify—

151.1. the name of the patient;

151.2. the name of the Contractor;

151.3. particulars of the places where the patient will receive *orthodontic treatment*;

151.4. the telephone number at which the Contractor may be contacted during *normal surgery hours*;

151.5. details of the *orthodontic treatment* which is, at the date of the examination, considered necessary to secure the oral health of the patient;

151.6. the *NHS charge*, if any, in respect of those services if provided pursuant to the Agreement; and

151.7. subject to clause 60.1, any proposals the Contractor may have for *private* services as an alternative to the services proposed under the Agreement, including particulars of the cost to the patient if he were to accept the provision of *private* services.

152. If the patient, having considered the treatment plan provided pursuant to clause 151, decides to accept the provision of *private* services in place of *orthodontic services* under the Agreement, the Contractor shall ensure that the patient signs the treatment plan in the appropriate place to indicate that he has understood the nature of private services to be provided, and his acceptance of those *private* services.

153. Where, for clinical reasons, the services included in the orthodontic treatment plan under clause 151 need to be varied, the Contractor shall provide the patient with a revised orthodontic treatment plan in accordance with that clause.

154. Subject to clauses 147 and 149, the Contractor shall provide the *orthodontic services* which are detailed in the orthodontic treatment plan provided pursuant to clause 151 or, where the orthodontic treatment plan is revised, pursuant to the revised orthodontic treatment plan.

### Monitoring outcomes

155. Reserved

155a The Contractor shall monitor and provide information to the local office on the outcomes of the named patient list in schedule 5 as requested.

156 – 160. Reserved

### Completion of orthodontic courses of treatment

161. The Contractor shall indicate on the form supplied to the Board pursuant to clause 221 and clause 222 whether or not the *orthodontic course of treatment* was completed.

162. If the Board requests in writing that the Contractor provides reasons for the failure to complete one or more *orthodontic courses of treatment*, the Contractor shall, within such time period as the Board may specify, provide the reason or reasons for the failure to complete that *course of treatment* or those courses of treatment.

163. If the Board—

163.1. determines that the number of *orthodontic courses of treatment* provided by the Contractor which have not been completed is excessive; and

163.2. does not consider that the reasons given by the Contractor for the failure to complete the *orthodontic courses of treatment* are satisfactory,

it shall be entitled to exercise its powers under clauses 308 to 315 on the grounds that the Contractor is not, pursuant to clause 147, using its best endeavours to ensure *orthodontic courses of treatment* are completed

Schedule 4  
New financial schedule

Schedule 5  
Named patient list

We request you to acknowledge receipt of this notice by ensuring all parties to the contract sign the updated contract signature at the end of this variation. Please sign and return both notices. We will then sign and return a fully signed variation for your records.

## **Personal Dental Services Agreement Variation Notice**

I / we [insert contractor name] acknowledge receipt of the notice of variation dated [insert date].

We acknowledge that this notice will take effect from [insert date] day-month-year of which the above is a duplicate. I acknowledge that this notice has immediate effect.

Signed [contractor]:

Print name:

Date:

[Add additional signatory blocks as required]

On behalf of [insert commissioning organisation]:

Signed:

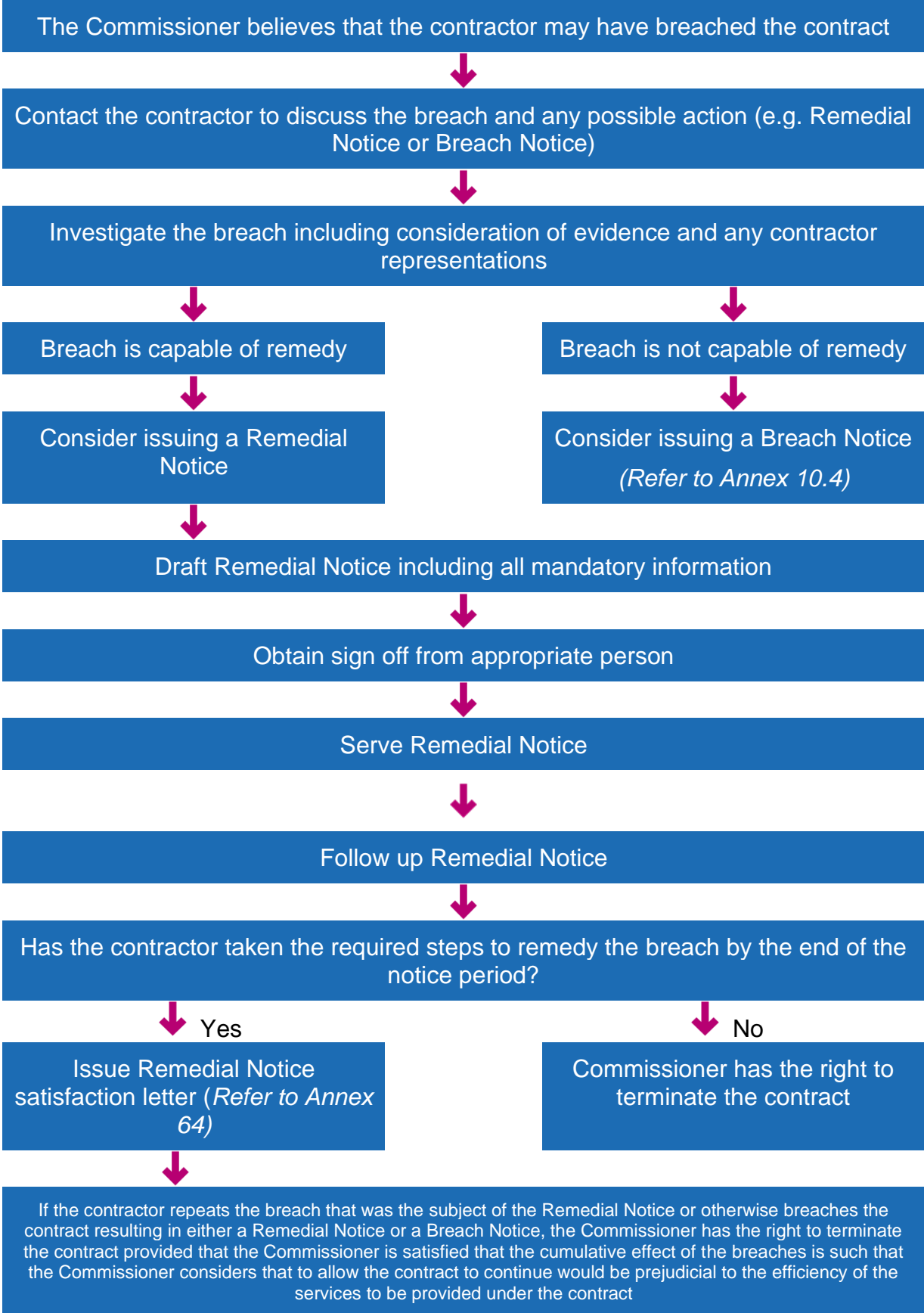
Print name:  
[Insert job title]

Date:

[The variation must be signed by all persons with power to bind the Contractor].



# Annex 10.1 Remedial Notice Flowchart



## Annex 10.2 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]

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **Remedial Notice [include description / reference so this can be referred to in subsequent correspondence]**

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 [GDS contract / PDS agreement] 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]

[where there is more than one clause breached, repeat the steps above]

We require you to remedy [this / these] breach[es] by taking the following steps:

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

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 review 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, you should contact us within 28 days of this notice. If, after making every reasonable effort at the local resolution stage, we are unable to resolve the dispute we will then provide you with the details of the next stages of dispute under the contract.

You do, of course, retain the right to seek support from your representative or defence

body or Local Dental Committee.

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]

## Annex 10.3 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]

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **Remedial notice satisfied**

Following the issue of our Remedial Notice reference [insert Commissioner ref from notice] on the [insert date], in respect of the [GDS/PDS] [contract/agreement] 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.

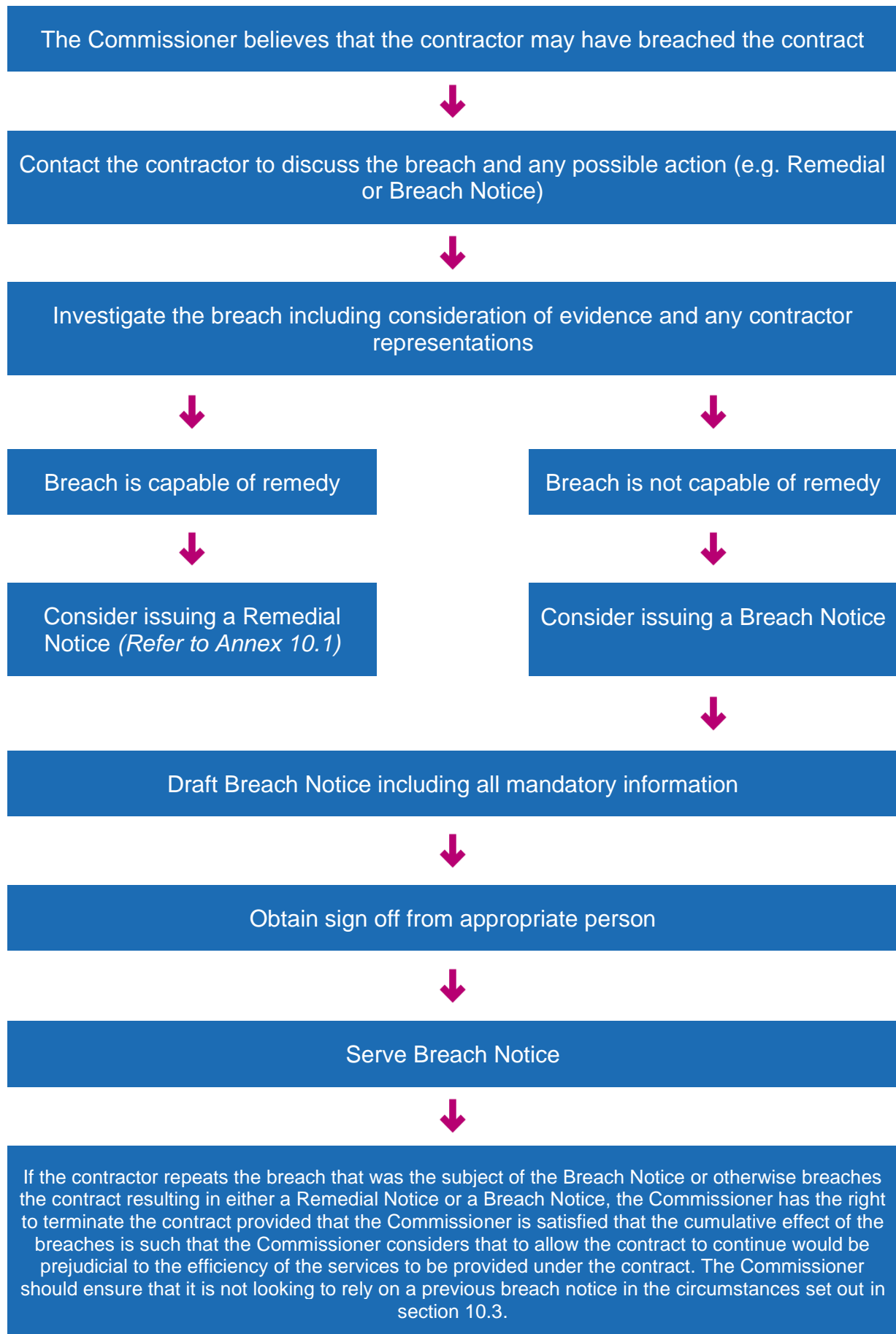
We confirm that we will not be taking any further action in this matter, but a record of the notice (including its resolution) will be kept on file.

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]  
[Commissioning organisation]

## Annex 10.4 Breach Notice Flowchart



## Annex 10.5 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]

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **Breach Notice [include description / reference so this can be referred to in subsequent correspondence]**

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 [GDS contract / PDS agreement] dated [insert start date of contract] (the "Contract") on the following grounds:

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]

[where there is more than one clause breached, repeat the steps above]

We require that you do not repeat [this / these] breach[es].

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, you should contact us within 28 days of this notice. If, after making every reasonable effort at the local resolution stage, we are unable to resolve the dispute we will then provide you with the details of the next stages of dispute under the contract.

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

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]

## Annex 11.1 Calculating a Financial Contract Sanction

One example of where a financial sanction might be an appropriate action to take would be where a contractor had repeatedly failed to deliver an additional service, such as a sedation service. A repeat of any such failure, following the issue of a Remedial Notice or Breach Notice, would be a breach of contract. The Commissioner would be entitled to seek termination on those grounds, but it may find it more appropriate to apply one of the three Contract Sanctions available.

If the Commissioner were to choose to apply a financial Contract Sanction, it should be able to calculate the cost of re-provision of that service for the population from another provider.

It would be these calculations that might suggest an appropriate level of financial Contract Sanction in respect of this breach example.

Some other examples of calculating a financial Contract Sanction are provided below for consideration:

- 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;
- The contractual service cost – where the breach has been remedied and the service cost can be quantified;
- Plus, in both the above examples, the cost in management time involved in investigating and processing the breach;
- Where the contract service cannot be quantified, the cost to the Commissioner in management time involved in investigating and processing the breach.

The Commissioner cannot arbitrarily determine a penalty sum so any calculation should be consistent across the country to ensure equity and resilience to the process and full records of all calculations kept on file.

This should all be applied in a reasonable manner. The Commissioner should act reasonably and proportionately in deciding on the appropriate level of financial sanction. Where possible, the hourly cost for management time should be set out in advance.

## Annex 11.2 Template Contract Sanction Notice

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

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **Notice of Contract 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 [GDS/PDS] [contract/agreement] dated [insert start date of contract] (the "Contract") on the following grounds:

[Insert clause number and clause wording that provides the right to terminate]  
[Insert details of the grounds on which the decision has been made]  
[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, you should contact us within 28 days of this notice. If, after making every reasonable effort at the local resolution stage, we are unable to resolve the dispute we will then provide you with the details of the next stages of dispute under the contract.

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

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]

## Annex 11.3 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]

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **Termination of [GDS contract / PDS agreement] [insert Commissioner reference and date]**

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

[insert

- grounds, e.g. provision of untrue information;
- 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 your current patients to inform them of their options regarding commencing new treatment and the potential patient charges;
- work with us to support the sign posting of patients to other NHS dental providers in the area;
- use best endeavours to ensure the completion of all open courses of treatment;
- refer your current patients to the [dental helpline/NHS 111].

We will provide a financial reconciliation statement to you in accordance with the Statement of Financial Entitlements.

If you do not agree with our decision, you should contact us within 28 days of this notice. If, after making every reasonable effort at the local resolution stage, we are unable to resolve the dispute we will then provide you with the details of the next stages of dispute under the contract.

You do, of course, retain the right to seek support from your representative or defence body or Local Dental 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]

[Job title]

[Commissioning organisation]

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 [GDS contract / PDS agreement].

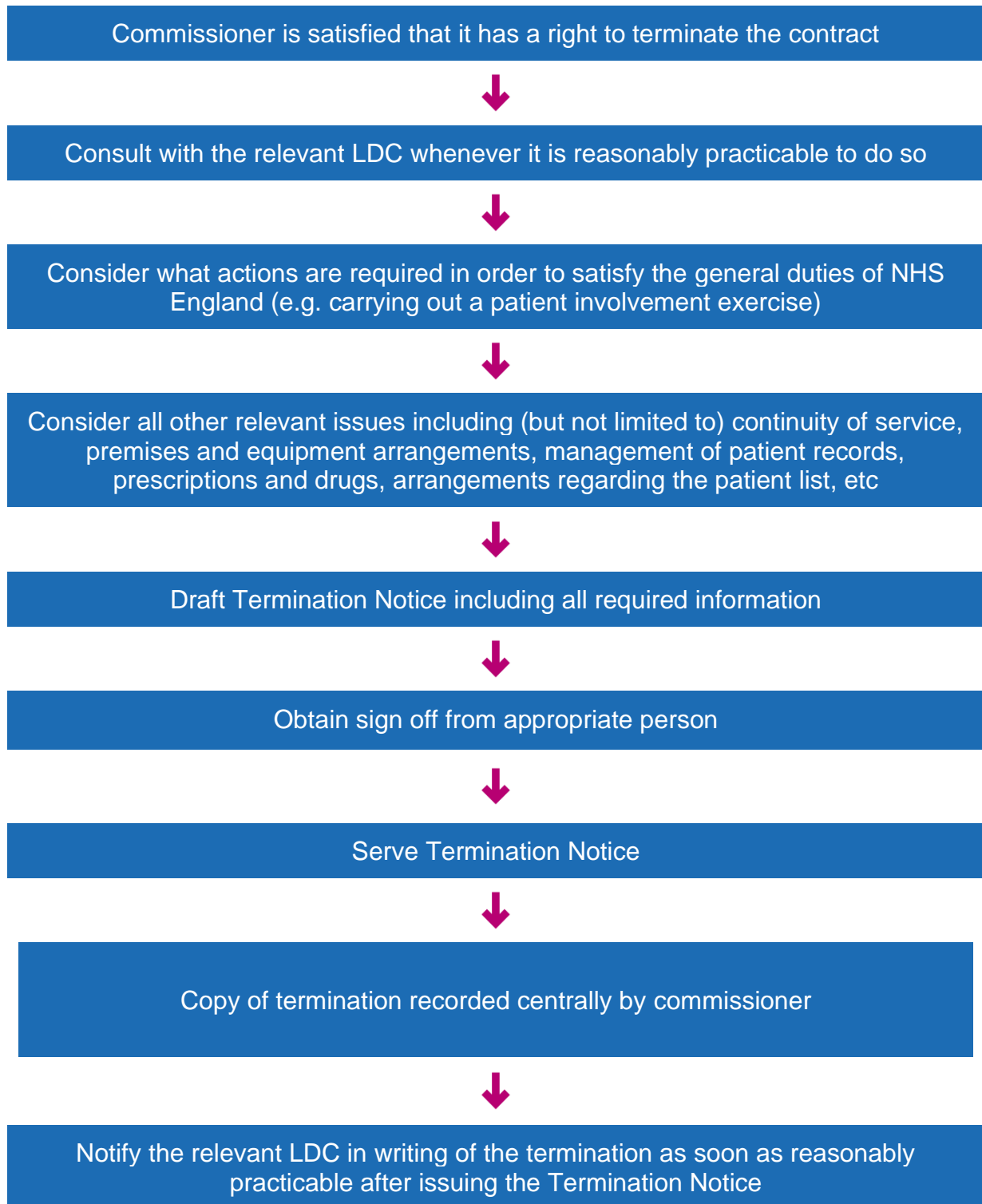
I also understand that I have the right to:

- seek support from my Local Dental Committee; and/or
- refer the matter in writing to the dispute resolution process.

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 name and address:	
Contract number:	

## Annex 11.4 Termination Flowchart



## Annex 11.5 Extract from GDS contract - suitability

### Part A

#### GDS Contracts

The wording below reflects paragraph 71 of Schedule 3 of the GDS Regulations as of 1 June 2015:

71.— Termination by the Board on grounds of suitability etc.

(1) The Board may serve notice in writing on the contractor terminating the contract forthwith, or from such date as may be specified in the notice if—

(a) in the case of a contract with a dental practitioner, that dental practitioner; (b)

in the case of a contract with two or more individuals practising in partnership, any individual or the partnership;

(c) in the case of a contract with a dental corporation—

(i) the corporation; or

(ii) any director, chief executive, or the secretary of the corporation; and falls within sub-paragraph (2) during the existence of the contract or, if later, on or after the date on which a notice in respect of his compliance with the conditions in regulation 4 or 5 was given under paragraph 42(2);

(d) in the case of a contract with a limited liability partnership—

(i) the limited liability partnership; or

(ii) any member of the limited liability partnership. (2) A person

falls within this sub-paragraph if—

(a) he or it is the subject of a national disqualification;

(b) subject to sub-paragraph (3), he or 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) he or it is removed from, or refused admission to, a primary care list by reason of inefficiency, fraud, or unsuitability (within the meaning of section 49F(2), (3) and (4) of the Act respectively) unless his 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 six months;
- (f) subject to sub-paragraph (5), he has been convicted outside the United Kingdom of an offence—
  - (i) which would, if committed in England and Wales, constitute murder; or
  - (ii) committed on or after 14th December 2001, which would if committed in England and Wales, constitute a criminal offence other than murder, and been sentenced to a term of imprisonment of over six 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) he or it has—
  - (i) been adjudged bankrupt or had sequestration of his estate awarded or is a person in relation to whom a moratorium period under a debt relief order (under Part 7A of the Insolvency Act 1986) applies unless he has been discharged from the bankruptcy or the sequestration 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, or a debt relief restrictions order or interim debt relief restrictions order under Schedule 4ZB, 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, his or its creditors unless he or 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 section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 (powers of the Court of Session to deal with management of charities) or under section 34 of the Charities and Trustee Investment (Scotland) Act 2005 (powers of Court of Session), from being concerned in the management or control of any body;
  - (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, with a dental corporation or a limited liability partnership, 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—

- (a) a contractor;
- (b) a partner, in the case of a contract with two or more individuals practising in partnership;
- (c) in the case of a contract with a dental corporation, a director, chief executive, or secretary of the corporation; or
- [(d) in the case of a contract with a limited liability partnership, a member of that limited liability partnership.

(4) The Board shall not terminate the contract pursuant to sub-paragraph (2)—

- (a) until a period of at least three months has elapsed since the date of the dismissal of the person concerned; or
- (b) 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 paragraph (b) 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—

- (a) a contractor;
- (b) a partner, in the case of a contract with two or more individuals practising in partnership;
- (c) in the case of a contract with a dental corporation, a director, chief executive, or secretary of the corporation; or
- (d) in the case of a contract with a limited liability partnership, a member of **that limited liability partnership**.

## Annex 11.6 Extract from PDS agreement - suitability

### Part B

#### PDS Agreements

The wording below reflects paragraph 69 of Schedule 3 of the PDS Regulations as of 1 June 2015:

69.— Termination by the Board on grounds of suitability etc.

(1) The Board may serve notice in writing on the contractor terminating the agreement forthwith, or from such date as may be specified in the notice if—

(a) in the case of an agreement with an individual as a party, that individual; (b)

in the case of an agreement with a dental corporation, any director, chief executive, or secretary of that corporation;

(c) in the case of a company limited by shares, any director, chief executive, or secretary of that company; or

(d) in the case of a limited liability partnership, any member of that partnership.

(2) A person falls within this sub-paragraph if—

(a) he or it is the subject of a national disqualification;

(b) subject to sub-paragraph (3), he or 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 agreement pursuant to this paragraph, he is employed by the health service body that dismissed him or by another health service body;

(d) he or it is removed from, or refused admission to, a primary care list by reason of inefficiency, fraud, or unsuitability (within the meaning of section 49F(2), (3) and (4) of the Act respectively) unless his 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 six months;
- (f) subject to sub-paragraph (5), he has been convicted outside the United Kingdom of an offence—
  - (i) which would, if committed in England and Wales, constitute murder; or
  - (ii) committed on or after 14th December 2001, which would if committed in England and Wales, constitute a criminal offence other than murder, and been sentenced to a term of imprisonment of over six 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 of this Act 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) he or it has—
  - (i) been adjudged bankrupt or had sequestration of his estate awarded or is a person in relation to whom a moratorium period under a debt relief order (under Part 7A of the Insolvency Act 1986) applies unless he has been discharged from the bankruptcy or the sequestration 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, or a debt relief restrictions order or interim debt relief restrictions order under Schedule 4ZB, 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, his or its creditors unless he or it has been discharged in respect of it; or
- (iv) been wound up under Part 4 of the Insolvency Act 1986; (i) there is—
  - (ii) an administrator, administrative receiver or receiver appointed in respect of it; or
  - (iii) an administration order made in respect of it under Schedule B1 to the Insolvency Act 1986;
- (j) 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 section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 (powers of the Court of Session to deal with management of charities) or under section 34 of the Charities and Trustee Investment (Scotland) Act 2005 (powers of Court of Session), from being concerned in the management or control of any body;
  - (k) 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
  - (l) he has refused to comply with a request by the Board for him to be medically examined on the ground that it is concerned that he is incapable of adequately providing services under the agreement.
- (3) The Board shall not terminate the agreement pursuant to sub-paragraph (2)(b) where it is satisfied that the disqualification or suspension imposed by a licensing body outside the United Kingdom does not make the person unsuitable to be—
- (a) a contractor;
  - (b) in the case of an agreement with a dental corporation, any director, chief executive, or secretary of that corporation;
  - (c) in the case of a company limited by shares, any director, chief executive, or secretary of that company; or
  - (d) in the case of a limited liability partnership, any member of that partnership.
- (4) The Board shall not terminate the agreement pursuant to sub-paragraph (2)(c)—

- (a) until a period of at least three months has elapsed since the date of the dismissal of the person concerned; or
  - (b) 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 agreement at the end of the period specified in paragraph b) if there is no finding of unfair dismissal.
- (5) The Board shall not terminate the agreement pursuant to sub-paragraph (2)(f) where it is satisfied that the conviction does not make the person unsuitable to be—
- (a) a contractor;
  - (b) in the case of an agreement with a dental corporation, any director, chief executive, or secretary of that corporation;
  - (c) in the case of a company limited by shares, any director, chief executive, or secretary of that company; or
  - (d) in the case of a limited liability partnership, any member of that partnership.

## Annex 12.1 Template Acknowledgment Letter – Notification of Death

[This letter should be used where the Contractor was an individual – GDS Contract or PDS Agreement]

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name]

We acknowledge receipt of your recent letter informing us of the death of [insert name].

[insert personal message of condolences]

I can confirm that you are engaging the services of one or more dental practitioners to perform the required services under the contract and that the contract will continue for a period of [insert period or insert until (insert end date)].

Please do not hesitate to contact me if you have any questions or if I can be of any further assistance to you.

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]

## Annex 12.2 Template Acknowledgment Letter – Temporary Continuation of Contract

[This letter should be used where the Contractor was an individual – GDS Contract or PDS Agreement]

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name]

### **Contract continuation**

Further to our recent discussions, I can confirm that we have agreed that you are able to enter into an arrangement with [insert name of dental practitioner and the address of where services are to be provided].

The contract will continue for a period of [insert period or until insert end date]. During this period, we will continue to work with you to resolve the longer-term arrangements regarding the above contract.

Please do not hesitate to contact me if you have any questions or if I can be of any further assistance to you.

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]

## Annex 12.3 Template Acknowledgement Letter – Continuation of Contract After Death (Partnership)

[This letter should be used where the GDS contract is held by two individuals working in partnership and the surviving partner is a dental practitioner.]

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name]

### **Continuation of contract**

We acknowledge receipt of your recent letter informing us of the death of [insert name].

[insert personal message of condolence]

I can confirm that we are satisfied that you meet the conditions to hold a GDS contract and, therefore, the contract will continue with you. It would be appreciated if you can send a copy of your CQC registration for our records.

I have attached two copies of a variation document which I would be grateful if you could sign and return, after which we will sign and return a copy for you to retain for your records.

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]



## Annex 12.4 Template Acknowledgement Letter Continuation of Contract After Death (Partnership - Two or More Individuals)

[This letter should be used where the GDS contract is held by two or more individuals working in partnership, the partnership has dissolved and the contractor has nominated one of the former partners, who is a dental practitioner, to continue the contract.]

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name]

### **Continuation of contract**

We acknowledge receipt of your recent letter informing us of the death of [insert name].

[insert personal message of condolences]

We note from your letter that you propose to change the status of the contractor under the contract from that of partnership to that of an individual dental practitioner from [insert date]. You have nominated one of the former partners, [insert name], to be the dental practitioner with whom the contract will continue.

I can confirm that we are satisfied that [insert the nominated partner's name] meets the conditions to hold a GDS contract and, therefore, the contract will continue from [insert date]. It would be appreciated if you can send a copy of your CQC registration for our records.

I have attached two copies of a variation document which I would be grateful if you could return after being signed by all remaining partners who were signatories to the contract. We will then sign the document and return a copy for you to retain for your records.

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]

## Annex 13.1 Process for Managing Disputes

	Action	Action required by	Indicative timescales	Status
	<b>Informal process</b>			
1	Concern raised about issue	Contractor		
2	Check against the policy that covers the issue to determine whether due process has been followed	Commissioner		
3	Liaise with the Contractor to try to resolve concerns raised.	Commissioner		
4	Keep complete written records of all correspondence and communications in relation to step 3	Commissioner		
5	Respond to all communications in a timely and reasonable manner	Commissioner and Contractor		
	<b>Stage 1 – Local dispute resolution</b>			
6	Inform about intention to raise a dispute about one or more of the decisions made / notices issued (in writing)	Contractor	Within 28 days of a decision / notice	
7	Confirm health body status of the contract and the route for dispute resolution	Commissioner and Contractor		
8	Stop all action in relation to the disputed notice or decision	Commissioner	Immediately on receipt of letter (step 6)	
9	Ensure that the person undertaking the LDR is not the same person who made or was involved in the decision that is being disputed	Commissioner		
10	Acknowledge the notification of the dispute in writing which will include a request for submission of evidence to support dispute.	Commissioner	Within 7 days of receiving letter (step 6)	
11	Evidence submitted	Contractor	Within 28 days of receiving acknowledgement letter (step 9)	
12	Review of evidence	Commissioner	Within 28 days of receiving the evidence	
13	Set up a meeting (which can be virtually or face to face)	Commissioner	As soon as possible, but no later than 28 days later than step 12	
14	Write to Contractor confirming the details of the meeting, noting that they	Commissioner		

	may have a representative attend with them			
15	Confirmation of acceptance of meeting arrangement in writing, providing any details of representatives	Contractor		
16	Meeting held	Commissioner and Contractor		
17	<p>Letter written to Contractor following meeting confirming the outcome of the meeting.</p> <p>If matter resolved, then contract file updated to note resolution. All correspondence and records kept on file.</p> <p>If matter not resolved, then Contractor advised of next steps – Stage 2 NHS Dispute Resolution Procedure</p>	<p>Commissioner</p> <p>Commissioner</p> <p>Commissioner</p>	As soon as possible after meeting date	
	<b>Stage 2 – NHS Dispute Resolution Procedure</b>			
18	<p>Written request sent to NHS Resolution for application for dispute.</p> <p>This application should contain:</p> <ul style="list-style-type: none"> <li>• Full names and details of the parties involved in the dispute</li> <li>• A statement describing the dispute, including reference to regulations and contract provisions</li> <li>• A signed copy of the contract that is in dispute</li> <li>• What the applicant sees as the appropriate outcome for the dispute</li> <li>• Confirmation that local dispute resolution process has been followed and exhausted</li> <li>• A copy of the decision letter from the Commissioner</li> <li>• A letter of authority if acting on behalf of others – e.g. in the case of a GDS partnership</li> </ul>	Commissioner or Contractor	Within three years of the date of the decision / notice that has given rise to the dispute	
19	<p>Each party will be asked to prepare representations by NHS Resolution.</p> <p>When providing evidence, the Commissioner should:</p>	Commissioner and Contractor	Within timescales provided by NHS Resolution	

	<ul style="list-style-type: none"> <li>• clearly set out the viewpoint of the Commissioner</li> <li>• provide a chronology of events including: <ul style="list-style-type: none"> <li>○ your decision</li> <li>○ the point at which the decision was made</li> <li>○ the rationale for the decision</li> <li>○ the consideration of alternative approaches</li> </ul> </li> <li>• always provide documentation which supports the approach taken by the Commissioner and reference this.</li> </ul>			
20	Attendance at any oral hearings, as required by NHS Resolution	Commissioner and Contractor	Timescales determined by NHS Resolution	
21	Provide observations on the other party's representations, when required	Commissioner and Contractor	Timescales determined by NHS Resolution	
22	Final decision	NHS Resolution		
23	Ensure that any actions that are set out in the determination are acted upon	Commissioner and / or Contractor		

## Annex 13.2 Example Acknowledgement Letter – Local Dispute Resolution Process

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **Contract dispute [insert 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]
- [matter 2 details]
- [matter 3 details]

As we have been unable to resolve your concerns through informal discussions, the next stage is to move to the formal dispute resolution process.

To proceed with the local 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]  
[Job title]  
[Commissioning organisation]

## Annex 13.3 Example Invitation Letter Local Dispute Resolution Process

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **Contract dispute [insert details]**

Following the receipt of evidence regarding your dispute relating to:

- [matter 1 details]
- [matter 2 details]
- [matter 3 details]

We would like to invite you to discuss the matter at a meeting on [insert proposed date, time, and location]

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

You may have a representative from your Local Dental Committee or a friend (or other appropriate professional body colleague to attend with you). Please be aware that any representative/s present as a supportive colleague(s) will not normally be permitted to speak at the meeting. Where a solicitor accompanies you, the chair of the meeting will make it clear that the meeting is not a requirement of the [GDS/PDS] Regulations. 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]  
[Job title]  
[Commissioning organisation]

## Annex 13.4 Example Stage 1 Outcome Letter (NHS Resolution Referral)

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **Contract dispute [insert 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]
- [outcome 2 details]
- [outcome 3 details]

[delete as appropriate]

[If health body status]

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 National Health Service [General Dental Services Contracts or Personal Dental Services Agreements] Regulations 2005.

If you do wish to refer the matter(s) to the Secretary of State, then please send all supporting documentation to NHS Resolution which undertakes the delegated function of the Secretary of State. We have provided a link to the latest guidance from NHS Resolution <https://resolution.nhs.uk/wp-content/uploads/2019/05/NHSR-Dispute-Resolution-Guidance-Note-March-2021.pdf>

They can be contacted at

NHS Resolution  
8th Floor  
10 South Colonnade  
Canary Wharf  
London  
E14 4PU

[If non health body status]

As we were unable to resolve this dispute by local dispute resolution, you may now wish to either commence court proceedings or refer the matter(s) to the Secretary of State for dispute resolution in accordance the National Health Service [General Dental Services Contracts or Personal Dental Services Agreements] Regulations 2005.

If you do wish to refer the matter(s) to the Secretary of State, then please send all supporting documentation to NHS Resolution which undertakes the delegated function of the Secretary of State. We have provided a link to the latest guidance from NHS Resolution <https://resolution.nhs.uk/wp-content/uploads/2019/05/NHSR-Dispute-Resolution-Guidance-Note-March-2021.pdf>

They can be contacted at

NHS Resolution  
8th Floor  
10 South Colonnade  
Canary Wharf  
London  
E14 4PU

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]



## Annex 13.5 Example Stage 1 Outcome Letter (Matter(s) Resolved)

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **Contract dispute [insert details]**

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

- [outcome 1 details]
- [outcome 2 details]
- [outcome 3 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]  
[Job title]  
[Commissioning organisation]

## Annex 14.1 Contractor's Preliminary Notice of Force Majeure Event

### 1. Introduction

- 1.1 This template must be submitted to the Commissioner should an unplanned event occur due to circumstances or events beyond the reasonable control of the contractor that could have a detrimental impact on service provision and may result in underperformance as at year end.
- 1.2 Notification must be provided to the Commissioner within five working days of its occurrence.
- 1.3 The template should be typed to ensure legibility and emailed to the Commissioner as well as served in accordance with the notice provisions of the contract to avoid the possibility of it being lost in the post.
- 1.4 The Commissioner will record that the event has happened and provide the contractor with an acknowledgment letter.
- 1.5 No evidence is required at the preliminary advice stage but will be required should a claim formally be submitted for consideration at year-end.

#### 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 contracted activity to 96%, the minimum level of attainment required by the contract.

Date of event:	
Description of event:	

Potential number of UDAs that could be lost:	
Potential number of UOAs that could be lost	
Action being taken to mitigate loss of service	

### Declaration

<b>Declaration</b>	
Signed by:	
Print name:	
Date:	

## Annex 14.2 Acknowledgement of Receipt of Preliminary Notice of Force Majeure

[Insert date]

[insert practice name and address]

Contract number: [insert contract number]

Dear [insert name of contractor]

### **Notification of unplanned event**

Thank you for advising us of an unplanned event which may affect delivery of the activity you are contracted to deliver in the current financial year. We duly note this. It is expected that you will endeavour to make up any shortfall in activity between now and the end of the financial year.

I would advise you that if the NHS BSA year-end data confirms that the contract delivers the threshold of 96% no further action will be required. If the data shows that attainment has fallen below the required level, you may wish to submit a claim which would enable us to review the incident and potentially grant you an element of dental relief to carry over to next year's activity because of the lost resource that you incurred because of the reported unplanned event.

As you will be aware the year-end data will be available at the end of June/beginning of July. On receipt of this you will need to decide whether you wish to lodge a claim for dental relief. If you do not submit a claim the Commissioner may issue a breach notice and apply a repayment plan to your contract in respect of the under delivery.

I must point out that no financial compensation can be given but if your claim for dental relief is successful you will be allowed to carry forward the number of UDAs/UOAs it is calculated that could not be delivered by the performer(s) due to the unplanned event. The activity will be calculated by the commissioning team based on the performer activity report produced by NHS BSA which reflects the number of UDAs/UOAs delivered by each performer across the year.

Any claim must be submitted by no later than [insert date].

I have included a copy of the claim form for your information.

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]

## Annex 14.3 Claim Form for Dental Relief

Claim for dental relief	
Contractor name and address:	
Contract number:	
Date(s) of event:	
Date event notified to commissioner:	
Description of event:	
Actions taken to mitigate damage / disruption:	

Name of performer(s) whose activity was lost during the event	Contracted UDAs/UOAs	Number of days per week worked	Date the performer was added to the contract (if not in post on 1 <sup>st</sup> April)	No of days lost	No of UDAs/ UOAs lost

### FOR OFFICIAL USE ONLY:

Contract Value:	
% of contract achieved in previous financial year:	
Any other relevant information	

## Annex 14.4 Template for Calculating Lost Activity for Dental Relief

Name of Contractor	Contract number	Performer name	Contracted UDA / UOA	Performer working day / week	Total working days	Days absent	Days worked	Average UDA / UOA per day	UDAs / UOAs lost through absence
					240		240		0.00

## Annex 14.5 Notification to Contractor on Outcome of Claim for Dental Relief - approved

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### **Notification of outcome of claim for dental relief**

I refer to your recent claim for dental relief in respect of the force majeure event that you suffered on [insert date] which you believe affected your ability to deliver your contractual activity in full.

I would like to advise you that following a review of your claim and the supporting evidence that you submitted to the Commissioner, that you are able to carry forward [insert number] UDAs/UOAs into [insert financial year]. Please see attached Annex to show evidence of how this figure has been calculated.

I hope that you are satisfied with this decision. If you do not agree with our decision, you should contact us within 28 days of this notice. If, after making every reasonable effort at the local resolution stage, we are unable to resolve the dispute we will then provide you with the details of the next stages of dispute under the contract.

If I do not hear from you, I will assume you accept the decision that has been made. The carry forward will be added to COMPASS.

I will write to you again soon to confirm the contract's attainment at year end, taking into account the decision to grant relief.

If you have any questions, please do not hesitate to contact me.

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]

## Annex 14.6 Notification to Contractor on Outcome of Claim for Dental Relief - Declined

[Insert date]

[insert practice name and address]  
Contract number: [insert contract number]

Dear [insert name of contractor]

### Notification of outcome of claim for dental relief

I refer to your recent claim for dental relief in respect of the force majeure event that you suffered on [insert date] which you believe affected your ability to deliver your contractual activity in full.

I regret to advise you that following a review of your claim and the supporting evidence that you submitted to the Commissioner, the decision is not to grant dental relief in this instance for the following reasons:

- [insert reasons for refusal]

Please see attached Annex 1 to show how we have arrived at this decision.

I hope that you are satisfied with this decision. If you do not agree with our decision, you should contact us within 28 days of this notice. If, after making every reasonable effort at the local resolution stage, we are unable to resolve the dispute we will then provide you with the details of the next stages of dispute under the contract.

If I do not hear from you, I will assume you accept the decision that has been made.

I will write to you again soon to confirm the contract's attainment at year end and any impact that this decision may have on your contract.

If you have any questions, please do not hesitate to contact me.

Yours sincerely

[Name]  
[Job title]  
[Commissioning organisation]



## Annex 15.1 Guide to Communication with Contractors

1. All direct communications, whether face to face, virtually or over the telephone, should be recorded in writing and held on the file.
2. All written communications with contractors should not arrive 'out of the blue' as the contractor should be aware of the situation from a prior meeting or telephone call.
3. These meetings should cover as a minimum, reasons for extension/contract end, future plans for the service/exit plan, terms of extension, communication strategy with staff and patients.
4. All meetings should have minutes taken and minutes shared with the contractor for acceptance as an accurate record of the discussions.
5. Following all meetings, the minutes should be accompanied by any action plan agreed regarding the next steps with responsible parties identified. The minutes should be shared with the contractor.
6. Staged follow-up meetings should be held at appropriate intervals, to ensure all actions agreed upon are being implemented and are on track to have been appropriately executed before contract end or extension.

## **Annex 15.2 Checklist for documentation recording when contract ends**

1. Statement of rationale – clear and objective reasons providing justification for the decision to cease the service at contract end.
2. Minutes from all meetings held throughout the process.
3. Assessments – copies of needs assessment, value for money, impact assessment and consultation proposal. This information could be documented by way of the detailed report at the completion of stage 1.
4. Formal notice of termination (where required by the contract) or notice of intention to end contract – a copy of the letter sent to the contractor stating that the Commissioner will be terminating the contract / will not be renewing the contract when it expires.
5. Exit plan – a copy of the exit plan agreed with the contractor to ensure that all elements of the services are managed smoothly and effectively.
6. All written communications between the contractor and the Commissioner about contract end including any file notes of telephone conversations that are pertinent to the decision-making process.

## Annex 15.3 Template Detailed Report Structure

### Consolidation report to inform commissioning decision

#### 1. Introduction and background to existing service

- a. Length of current provision
- b. Type of contract held
- c. End date of contract
- d. Current population/demographics
- e. Current services provided outside of core
- f. Current performance against contracted requirements
- g. Current contract value
- h. Current premises arrangements

#### 2. Needs assessment

- a. Summary of needs assessment findings to be inserted
- b. Is there still a demand for this service in this locality and a requirement for it to continue?
- c. Does the contract specification still address current local priorities?
- d. Has the contract delivered on the expected outcomes?
- e. Has it provided added value to the local population and service provision?
- f. Have you assessed the potential service needs for any forthcoming new developments?
- g. What is the capacity of other local providers and the market for other providers to deliver services?
- h. Have you given consideration to any specialist services needs in the locality?
- i. Are there any needs which are not met by the contract, which could be delivered?

#### 3. Value for money

- a. Summary of value for money findings to be inserted
- b. Have you considered all available outcome and delivery data held nationally and locally, regarding the current service?
- c. Have you compared the cost of the current service against other providers of like services i.e. cost per head of population?
- d. Is the current service still affordable within projected future budgets?
- e. Has the contract delivered on the expected financial outcomes?
- f. What other objectives might be set within the existing budget?

#### 4. Impact assessment

- a. Summary of impact assessment findings to be inserted
- b. Have you considered the potential impact on service users/patients?
- c. Have you considered the potential impact on other service providers, e.g. GPs, pharmacy, local trust, out of hours, community services?
- d. Have you considered the potential impact on the current provider, i.e. continued viability within the locality?
- e. Have you considered patient choice and equality?
- f. Have you considered the potential risks i.e. reputational (adverse publicity, commissioner/provider relationship), market testing, timescales and financial?
- g. Have you considered how the expiry of the contract affects compliance with the Section 13 duties?

#### 5. Options appraisal

- a. Extension of current arrangements
- b. Reconfiguration of service
- c. Procurement of new provider

#### 6. Engagement

- a. Summary of consultation process followed and outcomes to be inserted
- b. Have you consulted with service users/patients?
- c. Have you consulted with other local providers and other interested parties e.g. LDC, local members of parliament, overview, and scrutiny Committee?
- d. Have you consulted with the local CCGs?

#### 7. Conclusion

- a. Recommended outcome regarding commissioning decision to be inserted for consideration and final decision by the Commissioner

## Annex 15.4 Template Exit Plan

### 1. Introduction

- 1.1 The exit plan is a list of processes to manage the exit of any contractor from performing a service.
- 1.2 This should be developed in accordance with the terms of the contract as a minimum.
- 1.3 The exit plan comes into effect as the notice to cease the service is issued by the Commissioner and a joint exit group should be established comprising staff of both parties to manage the contract coming to an end. The role of the joint exit group will be to manage all activities to ensure a smooth culmination of the contract or transition to a new provider, where appropriate.
- 1.4 Unless it is set out within the contract, there is no obligation on behalf of the contractor to comply with the establishment of a joint exit group; however, a joint approach would be in the best interest of the local population/service users.

### 2. Template Exit Plan

- 2.1 This template exit plan is for use where no exit arrangements are set out within the contract.

Areas for consideration	Details of the task to be undertaken	Timescales	Responsible lead
1. Workforce	Consideration of staffing issues – if contract ceasing, the responsibility regarding the staff would normally sit with the contractor. If the service is to transfer to a new provider, TUPE may apply		
2. Documentation and records	All relevant documentation and records related to the delivery of services to patients will be transferred to the relevant provider.  The transfer of records must be conducted in accordance with NHS security requirements.		

3. IM&T	<p>All relevant electronic documentation and records held by the contractor related to the delivery of services to patients are to be transferred in a recognised industry-standard computer format to new provider.</p> <p>The transfer of records must be conducted in accordance with NHS security requirements.</p> <p>Licences should be transferred where possible.</p>		
4. Premises	<p>Consideration of the practice premises and whether the premises will cease to be used or whether arrangements could be negotiated with the new provider.</p> <p>An inspection of the premises must be conducted to ensure that no records or equipment are left behind.</p>		
5. Equipment	<p>Consideration of any IT hardware or other equipment held by the contractor that requires return to the relevant owner will usually be the responsibility of the contractor. Full stock list should be compiled defining which items will be remaining.</p> <p>The transfer or disposal of equipment must be conducted in accordance with NHS security requirements.</p>		
6. Facilities	<p>Consideration of any existing facilities contracts and whether these will cease or transfer to a new provider.</p>		
7. Patient and Public involvement	<p>Consideration of the needs to consult and inform throughout.</p>		

8. Drugs	Practice held drugs will need to be disposed of but are technically likely to be owned by the contractor whose contract is terminating. The Commissioner should seek assurances about the safe and effective disposal of such drugs.		
9. Other	As required		

## Annex 15.5 Template Operational Management Plan

### 1. Introduction

- 1.1 It is good practice for any new contract to contain an operational management plan, which should be produced by the new contractor and contain detailed information regarding the implementation of the service.
- 1.2 This plan should describe their key tasks, milestones, timeframes, and responsible leads including the stages leading up to contract commencement.
- 1.3 Implementation of the operational plan should commence before the contract start date, to ensure that the new contractor will be able to begin service delivery on the contract start date.
- 1.4 The timeframes for completion of each element must be agreed with the Commissioner to provide assurance of the contractor's readiness at the appropriate stages of the project.

### 2. Template Operational Management Plan

Areas for consideration	Details of tasks to be undertaken including milestones – examples	Timescales	Responsible lead
1. Clinical	Clinical team identified and in place; Due diligence checks such as GDC registration performers' list and Disclosure and Barring service checks completed.		
2. Workforce	Workforce identified and in place.		
3. Training and induction	Have all team members received adequate training and formal induction including information governance training?		



4. IM&T	<p>Have all relevant electronic/hard copy files been transferred from the previous provider? Is the IT infrastructure in place and ready for use?</p> <p>Have necessary licences been acquired?</p> <p>Have staff been trained on use of IT system?</p> <p>Go-live date of any new system.</p>		
5. Premises	<p>Are the premises secured and lease arrangements in place if applicable?</p> <p>If new build – what is the completion date? (Time should be allowed for ‘snagging’ before opening).</p>		
6. Equipment	<p>Identification of all equipment required licences and maintenance contracts secured.</p>		
7. Facilities	<p>Are all relevant facilities management contracts in place?</p>		
8. Regulatory	<p>CQC registration checked.</p>		
9. Communication with patients	<p>As required</p>		
10. Other			

## Annex 15.6 Template letter for Patient Record Management for Closing Practice – UDA Practices

[Insert date]

[insert practice name and address]

Contract number: [insert contract number]

Dear [insert name of contractor]

**NHS Dental [Contract/Agreement] Termination: Contract details: [contract number/contract holder/address]**

It is the responsibility of the contractor to ensure that they are always compliant with the requirements of General Data Protection Regulations. This includes when contracts are terminated, voluntary or involuntary.

To ensure that you have taken the appropriate steps please answer the questions below and return to [insert contact details].

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]

Question		Response
1.	Have you informed your patients that you will no longer provide NHS Dental Services?	
2.	Have you sign-posted your patients to another dental practice providing NHS services?	
3.	If you have answered yes to question 2, please provide details of the dental practice. If no, please state why you have been unable to do this?	
4.	Is this provider in the same locality as your dental practice? Please provide the details of the locality.  If your answer is 'NO' please state why.	
5.	Have you arranged for a safe and secure disposal of patient records in a way that patient confidentiality is protected, and in accordance with both EU GDPR and Data Protection?	
6.	Please provide any other information that you feel relevant.	

Declaration	
Signed by:	
Print name:	
Date:	

## Annex 15.7 Template letter for Patient Records Management for Closing Practice – UOA Practices

[Insert date]

[insert practice name and address]

Contract number: [insert contract number]

Dear [insert name of contractor]

### **NHS Dental [Contract/Agreement] Termination: Contract details: [contract number/contract holder/address]**

It is the responsibility of the contractor to ensure that they are always compliant with the requirements of General Data Protection Regulations. This includes when contracts are terminated, voluntary or involuntary.

To ensure that you have taken the appropriate steps please answer the questions below and return to [insert contact details].

Yours sincerely

[Name]

[Job title]

[Commissioning organisation]

Question		Response
1.	Have you informed your patients that you will no longer provide NHS orthodontic services?	
2.	Have you arranged for a safe and secure transfer of Orthodontic health records of patients in active treatment to another orthodontic practice providing NHS service to complete the course of treatment?	
3.	Is this provider in the same locality as your Orthodontic practice?  If your answer is 'NO' please state why?	
4.	Have you arranged for a safe and secure disposal of patient records in a way that patient confidentiality is protected, and in accordance with both EU GDPR and Data Protection?	
5.	Please provide any other information that you feel relevant.	

Declaration	
Signed by:	
Print name:	
Date:	

## Annex 15.8 Template Letter Further to Contractor's Letter of Termination

[Insert date]

[insert practice name and address]

Contract number: [insert contract number]

Dear [insert name of contractor]

### **Termination of contract**

Thank you for your letter dated [insert date] informing us that you wish to terminate your contract.

Please accept our thanks for the NHS services you have provided to the local community over the years.

Your contract determines that you are required to give us three months' notice. Subsequently, your (GDS contract/PDS agreement) will terminate on [insert date]. Contractors are required to store patient records for a minimum of two years.

It would be appreciated if you could confirm where patients' records will be transferred. You will also need to advise your patients of your decision to cease your contract. We would suggest that you draft a letter for patients and send for our approval as we may be able to signpost patients to other local NHS dental services.

Please could you send us your suggested patient letter and confirm details of the patient records transfer within the next two weeks and by no later than [insert date].

We look forward to your response.

Yours sincerely

[[Name]

[Job title]

[Commissioning organisation]

## Annex 15.9 Contract Handback Template Letter for Patients with Frequently Asked Questions

[Insert date]

Dear Patient

### **Dental Services – [insert name of dental practice]**

We are writing to you as a patient of [insert name of dental practice] to let you know that there will be changes to the service you receive.

Due to [insert summary of circumstances] circumstances, [insert dental practice] is no longer able to continue to deliver NHS dental services to patients and therefore his contract with NHS England will end on [insert date]. This means that NHS patients currently accessing services from [insert practice name or geographical location] will need to access an alternative practice for NHS dental care going forward.

We appreciate that this may cause some concern, but please be assured that there are other NHS dental practices in the surrounding areas, and NHS England are actively exploring opportunities to increase access for patients. A list of practices currently accepting NHS patients is attached.

If you have started a course of treatment that has not yet been completed, [insert name] will be contacting you to arrange completion either with himself prior to the NHS services ceasing, or with an alternative NHS dentist. Please be assured that if you have already paid for your NHS treatment then you will not be charged again unless the new dentist feels that further additional work is required.

If you have any difficulties accessing NHS dental treatment, please contact either the Patient Advice and Liaison Service [insert details] or Healthwatch [insert details].

We have also included the answers to some frequently asked questions with this letter. Should you have any further queries, please do not hesitate to raise these with any of the above contacts.

Yours sincerely

[insert title]

## Closure of your Dental Practice - Frequently Asked Questions

**Q: Why is the practice closing/ NHS services ending at this location?**

**A:** [to be completed].

**Q: Where else can I access NHS dental services?**

**A:** There are a number of local dental practices who have capacity to take on NHS patients (see attached list and contact details). In addition, NHS England will be working with dental practices to explore opportunities to increase access for patients.

**Q: What happens if I need emergency treatment?**

**A:** Emergency treatment is available from the practices in the surrounding area, details of which are attached.

**Q: Who can I contact if I have difficulties accessing NHS dental treatment?**

**A:** If you have any difficulty or need assistance, please contact the Patient Advice and Liaison Service [insert details] or Healthwatch [insert details].

**Q: What if I have not completed the treatment started by the dental practice?**

**A:** If you have started a course of treatment that has not yet been completed, [insert name of dentist] will be contacting you to arrange completion either with themselves prior to the closure of the practice, or with an alternative NHS dentist. Please be assured that if you have already paid for your NHS treatment then you will not be charged again unless the new dentist feels that further additional work is required.

**Q: What should I do if I experience a problem with dental work completed by my dentist after the practice has closed or NHS services have ended at this location?**

**A:** Contact your new dental practice for an appointment. However, please note that any treatment undertaken by your new dentist will incur the relevant patient charge, unless you meet the eligibility criteria for exemption from NHS dental charges.

**Q: What will happen to my patient records?**

**A:** The provider is required to comply with the NHS Code of Practice for Records Management which includes an obligation for the safe storage, retention and when appropriate the disposal of records. For those patients who have yet to complete treatment started by the practice, arrangements can be made to securely transfer your records to your new dentist. Please ask your new NHS dental practice to contact the local dental commissioning team to make the necessary arrangements.

**Q: What will happen when I find a new practice?**



**A:** Your new practice will undertake an examination to check your oral health and undertake any treatment, if required. They will also ensure that you receive future examinations to maintain your oral health.

**Q: Will my new practice provide the same services?**

**A:** The service you currently receive is also available from other dental practices but opening times may vary. Please check the NHS.UK website at [www.nhs.uk](http://www.nhs.uk) or contact the practice direct for details.

**List of dental practices currently accepting NHS patients**

Name	Telephone number	Address

## Annex 15.10 Contract Handback Communications and Engagement Plan

[Insert name of commissioning organisation]

### Termination of Dental Contract and Patient Dispersal Communications and Engagement plan

[Insert name of contractor and contract number]

[Insert practice address]

#### 1.0 Introduction

This communications plan has been developed by [insert commissioning organisation] to support engagement in relation to the cessation of NHS Dental services at [insert practice address]

#### 2.0 Background / Context

The Contractor is a [insert details] who holds an NHS contract to provide dental services as [insert practice name]. They provide the service to approximately [insert number of patients] patients across [insert number of sites] site[s]; [insert details].

The contractor is contracted to provide dental services [insert number] days per week as follows:

- [Insert details]

[insert details of why contract is being handed back e.g. illness, bankruptcy etc and specific details]

There are [insert number] NHS dental practices within a [insert] mile radius of the [insert practice name] practices.

There are currently [insert number] NHS dental practices accepting NHS patients in [insert geographical location and mileage details].

#### 3.0 Stakeholder Identification

The key stakeholders have been divided into two groups:

##### *Group 1*

Those people/organisations that need to be actively engaged as part of the process and who will be directly and immediately affected as a result of the termination, they are:

- Patients and carers (with booked appointments or who are in an open course of treatment or attempting to book an appointment in the period from serving the notice until the termination of the contract on [insert date]).
- Local Dental Service providers and dental out of hours providers

### *Group 2*

Those people/organisations that are both directly and indirectly affected by the termination beyond the short term or who generally represent the public interest:

- Patients and carers known to the surgery (who are not currently undergoing treatment or seeking active treatment from the practice);
- Local Dental Committees (LDCs);
- Overview and Scrutiny Committees;
- Media;
- Health Watch;
- Local Health & Wellbeing Board;
- Local MP;
- NHS England Regional Office;
- NHS 111; and
- Local ICB

## **4.0 Aims and Objectives**

The overall aim of the communications plan is to ensure patients and stakeholders are informed, supported, and effectively engaged during and following the termination of the contract.

### *Objectives:*

- Provide consistent information about the termination of the service and any service change to patients, carers, clinicians, and stakeholders at the right time
- Maintain confidence in the quality and reliability of the NHS dental services provided within the surrounding area
- Ensure that local key stakeholders are informed and receive information in relation to the termination and patient dispersal process in a clear and timely manner
- Where appropriate, use existing communication channels for the dissemination of information
- Work with current local providers to ensure choice of alternative provider is available and communicated to the patient
- Ensure all communications are written in clear, understandable English and ensure that non-English speaking patients and carers are communicated to in their own language(s) where necessary
- For the avoidance of doubt, the documentation refers to closure, this will need to be modified if the practice is only ceasing their NHS Dental provision.

## **5.0 Key messages – General Briefing**

- The Contractor is a [insert details] who holds an NHS contract to provide general dental services in [insert geographical location].
- [insert details of contract handback]

- The Contractor is working with the Commissioning Team to communicate the practice closure or cessation of NHS Dental services [delete as appropriate] at this location to patients and to signpost them to other local NHS dental practices.
- Arrangements are being put in place to ensure that all patients who have commenced treatment are able to complete their treatment with either the dentist(s) prior to the closure of the practice or with an alternative NHS dentist.
- Discussions are taking place with all NHS dental practices within the surrounding areas to explore opportunities to increase access for patients.
- All key stakeholders are being informed of the closure or cessation of NHS Dental services [delete as appropriate] of the practice and the alternative provision available for patients to continue to access NHS dental care.
- The commissioning organisation is currently reviewing the overall NHS dental capacity available to inform future commissioning arrangements.

## Engagement Plan

### Group 1:

Stakeholder Group	Potential Stakeholder Concerns	Assessed Impact of Contract Termination?	How will we engage with them?	When will we engage with them?	Who is responsible?
<b>Patients in treatment or with a booked appointment</b>	Patients may be concerned about completion of treatment, cost, and continuity of the service they receive.	<p>Provider will be prioritising completion of open courses of treatment until closure of the practice.</p> <p>Patients to be signposted to other NHS dental practices to complete treatment where required and for on-going NHS dental care</p>	<p>Contact via telephone – all patients with open courses of treatment to organize completion prior to the closure of the practice and/or signpost them to alternative provision.</p> <p>Letters to be sent to patients with booked appointment to advise of the closure of the practices and to signpost them to alternative provision.</p>	<p>Immediately following confirmation of practice closure date</p> <p>As soon as possible following confirmation of practice closure date</p>	<p>Dentist</p> <p>Dental Contract Lead</p>
<b>Local General Dental Practices</b>	Additional workload may result as patients will actively seek alternative routine and	Local practices to be contacted to advise of the closure of the practice and to explore opportunities to	<p>Direct engagement via telephone practices identified within the Dispersal Plan.</p> <p>Request all local practices forming part</p>	Immediately following confirmation of practice closure date	Dental Contract Lead

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	urgent dental treatment.	increase access for patients.	of the dispersal plan to ensure their NHS 111 DoS and NHS Choices information is up to date.		
<b>OOH Service Provider</b> <b>NHS 111</b>	Additional workload may result as patients will actively seek alternative routine and urgent dental treatment.	OOH provider and NHS 111 to be informed of the closure of the practice, and alternative provision in the area with the capacity to accept NHS patients.	Direct engagement via e-mail	Immediately following confirmation of practice closure date	Dental Contract Lead

**Group 2:**

<b>Stakeholder Group</b>	<b>Potential Stakeholder Concerns</b>	<b>Assessed Impact of Contract Termination?</b>	<b>How will we engage with them?</b>	<b>When will we engage with them?</b>	<b>Who is responsible?</b>
<b>Patients known to the practice but not in an open course of treatment</b>	Patients will be concerned about accessing NHS dental services moving forward.	Patients to be signposted to other local dental practices who have capacity to take on NHS patients.	Letters to be sent to all patients who have accessed treatment over the last 24 months to advise them of the closure of the practices and to signpost them to alternative provision.	Immediately following confirmation of practice closure date	Dental Contract Lead
				Immediately following	Dentist

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			Message on practice answerphone and notice on door of practice signposting patients to PALS/ Healthwatch who can advise re alternative provision (services to be provided with copy of patient letter and alternative provision accepting NHS patients).	closure of practices	
<b>Healthwatch / PALS</b>	Provision of advice and support to concerned local residents and patients	Patients may contact Healthwatch/PALS for advice.	Verbal communication to advise of closure of practices and to seek support with signposting  Share patient letter to allow correct patient advice to be given.	Immediately following confirmation of practice closure date	Dental Contract Lead
<b>Council, OSC</b> [insert name]	Concerns relating to the provision of dental care locally as a	Public concern across the local area regarding the safety and quality of	Verbal communication to notify of closure of practices followed up by letter	Immediately following confirmation of practice closure date	Primary Care Commissioning Manager/ Dental contract Lead

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	result of the contract termination.	dental care provision.			
<b>Health and Wellbeing Board</b> [insert name]	Concerns relating to the provision of dental care locally as a result of the contract termination and safety of those patients.	Public concern across the local area with regard to the availability of dental care provision. Concern regarding capacity for patients to access NHS dental care moving forward.	Verbal communication to notify of closure of practices followed up by letter	Immediately following confirmation of practice closure date	Primary Care Commissioning Manager/ Dental Contract Lead
<b>Local MP</b> [insert name]	Concerns relating to the provision of dental care locally as a result of the contract termination.	Public concern across the local area with regard to the safety and quality of dental care provision.	Verbal communication to notify of closure of practices followed up by letter	Immediately following confirmation of practice closure date	Primary Care Commissioning Manager/ Dental Contract Lead
<b>Local Ward Councillors</b> [insert name]	Concerns relating to the provision of dental care locally as a result of the	Public concern across the local area with regard to the safety and quality of dental care provision.	Verbal communication to notify of closure of practices followed up by letter	Immediately following confirmation of practice closure date	Primary Care Commissioning Manager/ Dental Contract Lead



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	contract termination.				
<b>Local Dental Committee</b> [insert name]	Awareness to allow support to be provided to provider and local practices that are likely to be impacted by the termination.	Support for local contract holder. Support for local providers will be required to manage movement of patients into new provision.	Verbal communication to notify of closure of practices	Immediately following confirmation of practice closure date	Dental Contract Lead
<b>ICB</b> [insert name]	Concerns relating to the provision of dental care locally as a result of the contract termination.	Public concern across the local area with regard to the safety and quality of dental care provision.	Verbal communication to notify of closure of practices and brief of access for patients	Immediately following confirmation of practice closure date	Primary Care Commissioning Manager
<b>Local media</b>	To manage the public relations issues associated with the termination.	Likely to be local public interest in the reason for termination, management of patient care and availability of NHS dental services.	Reactive media statement	Immediately following confirmation of practice closure date	Communications Lead
<b>NHS.uk</b>	Patients may use NHS.uk to find their own	If NH.uk information does not provide an accurate picture of	Remove Dental Practice from NHS.uk.	Immediately following	Dental Contract Lead

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	way to alternative dental provision.	local provision (including removal of the practices) patients may become confused and make complaints regarding the accuracy and effectiveness of NHS.uk public access information.	Request all local practices forming part of the dispersal plan to ensure their NHS.uk information is up to date.	closure of practices	
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**Patient Transition Plan**

Practices within a [insert number] mile radius of [insert geographical location]:

Name of Contractor	Ward	Practice Address	Post Code	Distance from Dentist	No. of Patients requiring access by Ward

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Practices that have capacity to take on new patients:

Name of Contractor	Ward	Practice Address	Post Code	Distance from Dentist	Accepting new patients?	Accepting urgent patients?

Public Transport:

[insert details]

