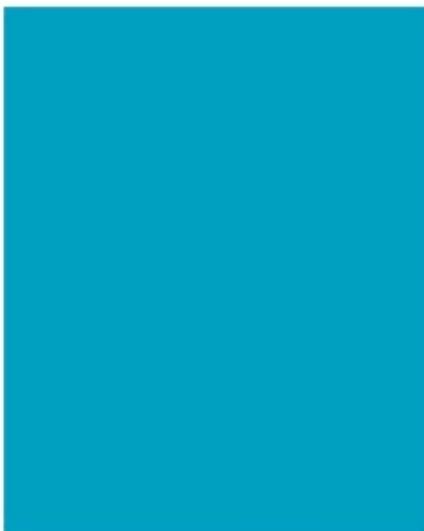


Policy for
variations of
primary dental
care contracts
and
agreements



Policy for variations of primary dental care contracts and agreements

Standard operating policies and procedures for primary care

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	<p>Introduction</p>
	<p>From 1 April 2013, the NHS Commissioning Board adopted the name NHS England, a name that gives people a greater sense of our role, scope and ambitions - as the organisation responsible for allocating the NHS budget, working to improve outcomes for people in England and ensuring high quality care for all, now and for future generations.</p> <p>Our legal name remains the NHS Commissioning Board as set out in our establishment orders. While the NHS Commissioning Board will be known as NHS England in everything that we do, there are times when the statutory name is required for legal and contractual transactions. The following list provides some key examples of legal documentation which requires us to use our full legal name:</p> <ul style="list-style-type: none"> • Human resources contract of employment; • Any documentation involving a court of law, eg litigation claims • Contracts for directly commissioned services. <p>For ease of reference NHS England is the generic term used throughout this policy.</p> <p>There are a number of occasions when a dental contract or agreement will need to be varied. This policy will give the process to follow when applying a variation.</p> <p>This policy and guidance will ensure that all dental contract variations and terminations follow a consistent, fair and proportionate approach.</p>
	<p>Policy statement</p> <p>NHS England is responsible for planning, securing and monitoring services commissioned by them in respect of primary care, offender health, military health and specialised commissioning.</p> <p>This document forms part of a suite of policies and procedures to support NHS England's direct commissioning responsibilities in relation to primary care. The suite of documents will form the NHS England's single operating manual. This particular policy relates to the management contract and agreement variations.</p>

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	<p>The policies and procedures underpin NHS England’s commitment to a single operating model for primary care – a “do once” right approach intended to ensure consistency and eliminate duplication of effort in the management of the four primary care contractor groups from 1 April 2013.</p> <p>The development process for the document reflects the principles set out in securing excellence in commissioning primary care, including the intention to build on the established good practice of predecessor organisations.</p> <p>Primary care professional bodies, representatives of patients and the public and other stakeholders were involved in the production of these documents. NHS England is grateful to all those who gave up their time to read and comment on the drafts.</p> <p>The authors and reviewers of these documents were asked to keep the following principles in mind:</p> <ul style="list-style-type: none"> • Wherever possible to enable improvement of primary care • To balance consistency and local flexibility • Alignment with policy and compliance with legislation • Compliance with the Equality Act 2010 • A realistic balance between attention to detail and practical application • A reasonable, proportionate and consistent approach across the four primary care contractor groups. <p>This suite of documents will be refined in light of feedback from users.</p> <p>This document should be read in conjunction with the NHS England policy for dental variations, dental terminations, dental incorporation policy, force majeure and dental assurance framework.</p>
4	<p>The aim of this policy is to ensure that all parties to the contract or agreement understand the process and procedures that must be followed in the event of a variation to that contract or agreement.</p> <p>The process and procedure may vary dependent on the nature of the variation The processes are set out clearly in the policy for scenarios relating to General Dental Services (GDS) Contracts and Personal Dental Services (PDS) or PDS Plus agreements.</p>

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	<p>Scope</p> <p>The policy looks at what would constitute a variation to the GDS contracts or PDS/PDS Plus agreements, when these should be imposed and the processes to follow on request of a variation or areas covered by the regulations.</p> <p>The policy covers both GDS contracts and PDS arrangements. It provides guidance on the management of variation requests either initiated by the contractor or by the area team.</p>
5	<p>Officers of the following NHS England areas are within the scope of this document:</p> <ul style="list-style-type: none"> • NHS England: <ul style="list-style-type: none"> ○ National teams; ○ Regional teams; and ○ Area teams • All commissioning support units; • NHS leadership academy; • NHS improving quality; • NHS sustainable development unit; • Strategic clinical networks; and • Clinical senates.
	<p>Roles and responsibilities</p>
6	<p>The area team shall ensure they follow the processes outlined in the policy for issuing a contract or agreement variation. The variation notice should be signed off by the director of primary care or anyone with delegated authority</p> <p>There may be occasions when a clinical opinion will be required before issuing a variation and this should be obtained by a person identified through the medical directorate.</p>
	<p>Corporate level procedures</p>
8	<p>NHS England central and regional teams will use this policy for any audit purpose or where a challenge from a contractor arises from the implementation of this policy.</p>

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9	Distribution and implementation
10	This document will be made available to all staff via the NHS England internet and intranet sites
11	Notification of this document will be included in the all staff email bulletin.
12	A training needs analysis will be undertaken with staff affected by this document.
13	Based on the findings of that analysis appropriate training will be provided to staff as required.
	Monitoring
14	Compliance with this policy will be monitored via the primary care oversight group, together with independent reviews by internal and external audit on a periodic basis.
15	The primary care policy ratification group a formal sub-group of the primary care oversight group will have responsibility for reviewing and updating the policy. The document should be reviewed in 24 months unless guidance or legislation requires an earlier review.
	Equality impact assessment
16	Equality and diversity are at the heart of NHS England's values. Throughout the development of the policies and processes cited in this document, we have given due regard to the need to eliminate discrimination, harassment and victimisation, to advance equality of opportunity, and to foster good relations between people who share a relevant protected characteristic (as cited in under the Equality Act 2010) and those who do not share it.
17	As part of its development this document and its impact on equality has been analysed and no major impact has been identified.
	Associated documents
18	This policy should be read in conjunction with: Incorporation for dental contracts policy Death of a dental contractor policy Mid-year and year-end reconciliation and financial recovery policy Framework for managing performer concerns
	References
19	Reference any external or NHS England documentation that may be linked in some way (eg acts of parliament) GDS Contracts Regulations 2005

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	PDS Agreements Regulation 2005 The Dentist Act 1984 The Dentist Act 1984 (Amendment Order) 2005 The National Health Service (England) Performers Lists Regulations 2013 NHS Act 2006 Health and Social Care Act 2012
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Variations of a General Dental Services (GDS) contract or Personal Dental Services (PDS) or PDS Plus agreement

1. The National Health Service (General Dental Services Contracts) Regulations 2005 and the National Health Service (Personal Dental Services Agreements) Regulations Schedule 3 part 9 set out the principles and specify processes in relation to variations of the GDS contracts or PDS agreements.
2. Clause 60 of the regulations provides general guidance that no variation shall take effect unless signed by both parties; the area team and the contractor.
3. A variation can only be imposed on a contractor by the area team where the area team is satisfied the variation is required to ensure the contract or agreement complies with the NHS Act, any regulations made pursuant to the NHS Act, or any direction given by the Secretary of State pursuant to the NHS Act.
4. Because this is an imposed variation the area team is not required to seek the contractor's consent, but the area team are required to notify the contractor in writing as to the nature of the variation and the date on which the variation is to take effect.
5. Where a variation is being requested the date that the proposed variation is to take effect should not be less than 14 days after the notice of variation is given.
6. The area team will receive or initiate a number of variation requests and this policy cannot cover all eventualities, therefore a general variation notice is provided in annex 2
7. General requests to vary the contract or agreement which are not governed by regulations may include:
 - a. a change in contractual hours
 - b. a change in patient acceptance within the contract.
8. In all circumstances the area team will need to determine whether to accept the variation on a case by case basis. Variation notices should be signed by the director/head of primary care or anyone with delegated authority.

Contract documentation – applicable to all sections

9. When there is a requirement for a contract variation to be issued the area team should take this opportunity to review the contract documentation and where there are still a number of contract documents that were issued by PCTs, the area team should take the opportunity to issue new contract

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documentation streamlining all existing contracts into one contract document. The issuing of updated contract documentation should not unduly delay the issuing of a contract variation.

10. The date of the new contract documentation should be the date of the previous contract and where multiple contracts the earliest date.
11. Where the contracts have different health body status the contractor should agree which status they wish to hold and the contract updated on that basis.
12. Example wording for the updated contract can be included in the background section of the contract document and can read as follows:

'This document is a variation of the contract entered into between [x] Primary Care Trust and [contractor] on [date of existing contract] which consolidates all variations made to date'

Variation to activity (GDS and PDS)

13. Schedule 3, part 9 clause 61 of both regulations allows the activity levels within the contract or agreement to be varied. The request to vary can be initiated in writing by either the area team or the contractor giving the reasons for the variation.
14. On receipt of a request the area team and contractor must make every reasonable effort to discuss the proposed variation and attempt to reach an agreement.
15. If an agreement is not reached the variation does not proceed.
16. If an agreement is reached then the area team will issue a variation notice stating new levels of activity for the contract which should not be less than 14 days after the notice of variation was granted and make all reasonable and necessary changes on the payment and contract system as applicable.

Variations specific to a contract with an individual dental practitioner (GDS) *- request to transfer to a partnership contract*

17. Schedule 3, Part 9, clause 62 allows for an individual contractor to take on a partner. Under regulations the contract holder must notify the area team in writing of the following:
 - a. the name of the person or persons with whom it proposes to practise in partnership; and

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- b. the date on which the contractor wishes to change its status as a contractor from that of an individual dental practitioner to that of a partnership,
 - c. the date shall be not less than 28 days after the date on which it has served the notice on the area team
18. The notice must also contain the following information in respect of the person(s) who the contractor is proposing to go into partnership with:
- a. confirmation that they are either:
 - i. a dental practitioner; or
 - ii. a person who satisfies the conditions specified in section 28M(2)(b) of the Act;
 - b. confirmation that he is a person who satisfies the conditions imposed by Regulation 4; and
 - c. whether or not it is to be a limited partnership, and if so, who is to be a limited and who is to be a general partner
19. Variation request form can be found in annex 3.
20. The contract holder should also show that they have received CQC registration or where this has not yet been achieved the assurance letter from CQC for the new partnership arrangements. The contract will be varied with the covering clause within the contract stating:
21. “this variation is valid only if appropriate registration with the Care Quality Commission takes place on or before the date on which it becomes effective, otherwise it becomes null and void” he notice must be signed by the contract holder and all proposed parties. The contract holder must also ensure that any person who will be practising in partnership is bound by the contract, may this be by virtue of a partnership deed or any other form.
22. To satisfy the area team that all partners understand their obligations under the contract the area team may ask for a copy of the heads of terms or the partnership agreement, however, the regulations do not require the contractor to comply with this request.
23. On receipt of the completed notice, the area team should ensure that it is satisfied with the accuracy and content within the notice.
24. Once the area has assured itself, it must then give notice in writing to the contractor confirming that the contract shall continue with the partnership proposed by the contractor and its partners.

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25. The contract will start from a date that the area team specifies in the notice. Where reasonably practicable this should be the date given by the contract holder subject to the correct 28-day notice period being given.
26. When there is a requirement for a contract variation to be issued the area team should take this opportunity to review the contract documentation and may wish to consider issuing updated contract documentation with the relevant clauses in place for the new partnership status and clauses reserved for the individual contract or agreement. This is not a new contract but a revised contract document which should have the commencement date of the original contract.
27. Under the current payment and contract system a partnership number will also need to be obtained from the NHS Dental Services (NHS DS). This will generate a new practice stamp and transmission number for the practice. The area team will need to link with the NHS DS to link the two contract numbers together so that free repairs and replacements are captured and performance and financial data remains linked.
28. The required paperwork is in annex 4.

Variations specific to two or more individuals practicing in partnership (GDS) - request to transfer to an individual partnership contract

29. Where a contractor consists of two or more individuals practising in partnership, in the event that the partnership is terminated or dissolved, the contract shall only continue with one of the former partners if that partner is:
- nominated by the remaining partners and
 - a dental practitioner.
30. Provided that the two requirements above are met, the contractor is required to:
- notify the area team in writing at least 28 days before the date on which the contractor proposes to change its status from that of a partnership to that of an individual dental practitioner.
31. The notice must:
- specify the date on which the contractor proposes to change its status from a partnership to that of an individual dental practitioner;
 - specify the name of the dental practitioner with whom the contract will continue. This must be one of the existing partners; and
 - be signed by all of the persons who are practising in the current partnership.
32. The contract holder should also show that they have received CQC registration or where this has not yet been achieved the assurance letter from

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CQC for the new individual arrangements. The contract will be varied with the covering clause within the contract stating:

33. “this variation is valid only if appropriate registration with the Care Quality Commission takes place on or before the date on which it becomes effective, otherwise it becomes null and void” On receipt of the completed notice, the area team should ensure that it is satisfied with the accuracy and content within the notice.
34. Once it has assured itself, it must then give notice in writing to the contractor confirming that the contract shall continue with the individual as proposed by its partners.
35. The contract will commence from a date that the area team specifies within that notice. Where reasonably practicable, this should be the date given by the contract holder subject to the correct 28-day notice period being given.
36. When there is a requirement for a contract variation to be issued the area team should take this opportunity to review the contract documentation and may wish to consider issuing updated contract documentation with the relevant clauses in place for the individual status and clauses reserved for the partnership. This is not a new contract but a revised contract document which should have the commencement date of the original contract.
37. The area team will need to work with NHS DS to implement any necessary changes in the payment and contract system to ensure that contracts are linked so that free repairs and replacements are captured and performance and financial data remains linked.
38. The required paperwork is in annex 5.

Variations specific to two or more individuals practicing in partnership (GDS) *partnership changes due to the death of a partner*

39. There are specific rules regarding handling the death of a partner and this is dealt with in the ‘death of a contractor’ policy.

PDS Agreements with multiple signatories

40. Where a PDS agreement is with multiple signatories and a request is received by the area team to revert to an individual agreement the process above is to be followed, substituting the word ‘partner’ with ‘multiple individuals and signatories’.
41. The required paperwork is in annex 5.

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Death of a single-handed contract holder

42. There are processes to follow on the death of a contractor and these are dealt with in detail in the 'death of a contractor' policy.

Notification of change of partner / director or member of limited liability partnership or company limited by shares.

43. Although not a variation to the contract or agreement the contractor must notify the area team in writing of any change in the partnership or constitution of the company.

44. Where the current contract or agreement contains a change of control clause the area team should refer to the clause when a request to change the director or partner is received by the area team.

45. Where additional partners or directors are added assurance should be given to the area team that they are eligible to hold a GDS contract or PDS agreement. The area team should check suitability and where assured acknowledge in writing the change in partner or director.

46. Where the area team would support incorporation or novation of the contract or agreement then the area team can as a requirement to proceed include the following change of control clause into the contract or agreement documentation:

The Contractor shall not give, sell, assign or otherwise dispose of the benefit of any of its rights under this contract/agreement, save in accordance with the contract/agreement. The Contractor shall notify the Board in writing at least 28 days prior to any proposed change in control of the Contractor where control means:

- the ownership or control (directly or indirectly and in one transaction or as a result of successive transactions) of more than 10% of the voting share capital of the Contractor or
- the ability to direct the casting vote of more than 10% of the votes exercisable at general meetings of the Contractor on all, or substantially all, matters or
- the right to appoint or remove directors of the Contractor, holding a majority of the voting rights at meetings of the board on all, or substantially all, matters.

47. The Board shall consider a proposed change in control and determine whether it consents to the proposal. The Board shall notify the Contractor of its decision in writing at least 14 days prior to the proposed change.

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48. Should the Board not consent in writing to the change in control, and the Contractor implements the change in control, the Board shall be entitled to serve a remedial notice on the Contractor.
49. The above consent shall not be unreasonably withheld, delayed or conditioned and shall not apply in relation to the departure by reason of death, retirement or ill health of a director or shareholder of the Contractor.
50. For the avoidance of doubt, the replacement of a departed partner will remain subject to these consent provisions
51. The Contract does not prohibit the Contractor from sub-contracting its obligations arising under the contract/agreement where such sub-contacting is expressly permitted by the contract/agreement.
52. If the contractors do not agree to the inclusion of this change of control clause then the area team are not obligated to proceed with the incorporation or novation.
53. Area teams should be aware that they may face challenge on the inclusion of the change of control clause
54. Where the area team is not assured they should inform the partnership or company that they are not eligible to hold the contract or agreement and that a possible consequence is termination of the contract or agreement (see 'terminations of primary dental care' policy).
55. Where partners or directors are being removed from the contract, the area team should assure itself that the composition of the partnership or body corporate is eligible to hold the contract or agreement and where assured acknowledge in writing the removal of the partner or director and the continuation of the partnership or body corporate.
56. Any changes to the partners within a contract or agreement will require either a new registration with CQC or an update depending on original registration status. The contract holder should also show that they have received CQC registration or where this has not yet been achieved the assurance letter from CQC for the new arrangements. The contract will be varied with the covering clause within the contract stating:

"this variation is valid only if appropriate registration with the Care Quality Commission takes place on or before the date on which it becomes effective, otherwise it becomes null and void"

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57. Contract holders who have not had cause to change their CQC registration before 4 February 2013 will need in the first instance to cancel their original registration and apply for a new registration under their new partnership.
58. Contract holders registered after 4 February 2013 and those who have changed their CQC registration after this date, need only make a change to the conditions of their registration as this will now include partnership details.

Variations general - relocation of premises (GDS and PDS)

59. Dental contracts and agreements are location-dependent and are specified within the documentation. If a contractor wishes to move premises they must seek approval from the area team. Failure to seek agreement with the area team before a change of premises could constitute a breach and possible termination of the contract or agreement.
60. No payment for activity undertaken at the proposed premises will be authorised until the area team has agreed to the change in premises and the contract or agreement has been varied.
61. Area teams should not back-date any payment undertaken at the new premises when there was no contract or agreement in place.
62. Each application has to be dealt with on a case-by-case basis and the area team should take into consideration the needs such things as the local population's demography, local oral health needs assessment and existing access to dentistry within the area team geographical coverage as well as the overall benefit such as improvements to allow for greater use of skill mix, overall improvement in practice premises and benefits to the patient by the proposed relocation. Consideration should be given to any financial impact such as increased business rates but this should not in itself be a barrier to relocation if there is an overall benefit to the patient by the relocation.
63. The practice should provide the area team with evidence of their consultation with their patient group in relation to any proposed move.
64. A list of considerations and the required paperwork is in annex 6.
65. It is important to ensure that any new premises are compliant with legislation and meet contractual clinical requirements such as HTM 01-05, infection control policies and the Equalities Act compliance and the area team should consider a visit to the proposed premises to ensure they are suitable to meet the relevant requirements. This can be undertaken by the contract manager and clinical adviser, as identified through the medical directorate.

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66. A new premise must receive the appropriate CQC registration to provide services before the contract or agreement is varied and services provided from the new premise.

67. An agreement to vary the contract to include the new premises should be signed by the director/head of primary care or anyone with delegated authority.

24-hour retirement GDS, PDS and PDS plus

68. A member of the NHS pension scheme who wishes to access their pension fund can do so by taking retirement. Under the 1995 scheme, to access their fund dentists must:

- a. take retirement from an NHS contract or agreement for not less than 24 hours; and
- b. not work for more than 16 hours per week in the first month after the pension becomes payable.

69. Retirement from an NHS contract or agreement covers providers and performers. Depending on how the contract or agreement is awarded this has contractual implications.

70. When an area team is aware that a contractor is considering 24 hour retirement, they should be encouraged to discuss with the area team the implications to their contract or agreement. The contractor should be advised to seek independent advice as well.

Partnership

71. Where the individual wishing to retire is a partner in a partnership contract or agreement and more than one partner remains, the contractors should notify the area team of the partner leaving the contract or agreement (following the process detailed in paragraphs 44-51) and the area team needs to confirm the remaining contractors are eligible to hold a contract.

72. Where the removal would leave the contractor as an individual the area team should follow the process above in paragraphs 24-32.

73. The contractor may at the same time as providing the initial formal notification also provide a second notification of a change in partnership dated 24 hours or more later to include the retired partner back onto the contract or agreement. The processes in section 13-23 should be followed.

74. When discussing with the contractor the relevant processes, the area team can suggest practical options for the out-going partner being removed and

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rejoining the partnership over a weekend period which will minimize the disruption to patients.

75. The contractor should also be advised it would be in their best interest to have a written agreement in place with his or her partners/individual members for them to return to the contract or agreement, as without this the remaining parties are under no obligation to let the retired practitioner return.

Dental body corporate, company limited by shared, limited liability partnerships

76. The company should notify the area team of the change in directors/partnership and the area team should follow the process above in section 37-43 to ensure that the contract eligible is to continue.

Individual contractor – 1995 pension scheme

77. When an individual contractor wishes to retire they should be advised that 24-hour retirement requires a resignation from their GDS contract or PDS agreement, which in effect terminates the current contract or agreement. Before agreeing to the 24 hour retirement the area team should in the first instance enter into discussions with the contractor to ensure they are aware of the implications and possible risks attached to this request being approved as well as possible solutions. The area team should either refuse the request or defer making a decision until the discussions have taken place.

78. It is important that communication between the area team and the contractor is fully documented, that the lines of communication between both parties; the area team and the contractor remains open and where appropriate acknowledgement and/or agreement is received from the contractor as to the accuracy of discussions and agreed next steps.

79. The contractor should be informed that on termination of the contract the area team is under no obligation to award them with the same contract following the 24 hour period. There may be some circumstances where the area team may consider this, for example where a contractor is operating in a rural location, where recruitment might be difficult and where the area team has no concerns over performance or access. Area teams should refer to the incorporation policy in regards to this decision process and the areas for consideration. However, the area team should be aware of the risk of challenge from other dental providers who may have wished to provide the service in that area. If the area team decides to go forward and award a new contract to the same contractor, this decision should not be made in isolation and should be made by the director/head of primary care and include other relevant governance committees.

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80. If the contractor wishes to terminate their contract or agreement the area team should refer to and follow the process set out in the policy for termination of primary dental care contracts and agreements.
81. The area team can work with the individual contractor to understand their options in relation to taking 24 hour retirement.
82. Where a performer returns to work the area team should work with the performer and NHS DS to ensure the performers earnings are reported appropriately.

Individual contractor -2008 Pension scheme

83. Single-handed practitioners who come under the 2008 pension scheme are no longer required to resign from the contract in order to receive their pension benefits and they should seek their own advice in the matter. However, the area team must ensure that it is considering any applications in accordance with the requirements of the correct scheme and advise the contractor appropriately.
84. Any changes to the partners within a contract will require either a new registration with CQC or an update depending on original registration status.
85. Contract holders who have not had cause to change their CQC registration before 4 February 2013 will need initially to cancel their original registration and apply for a new registration under their new partnership. Any contract holder registered after 4 February 2013 and those who have changed their CQC registration after this date will need only to make a change to the conditions of their registration as this will now include partnership details.
86. [Change of Partners CQC February 2013](#) and [Link to CQC PDF guidance](#)

Further information on NHS pension regulations

87. Further information on the pension regulations and scheme differences can be found at the links at

http://www.nhsbsa.nhs.uk/Pensions/Documents/Pensions/TN14_2006.pdf
and <http://www.nhsbsa.nhs.uk/pensions>

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Annex one – abbreviations and acronyms

A&E	accident and emergency
APHO	Association of public health observatories (now known as the network of public health observatories)
APMS	Alternative provider medical services
AT	area team (of NHS England)
AUR	appliance use reviews
BDA	British dental association
BMA	British medical association
CCG	clinical commissioning group
CD	controlled drug
CDAO	controlled drug accountable officer
CGST	NHS clinical governance support team
CIC	community interest company
CMO	chief medical officer
COT	course of treatment
CPAF	community pharmacy assurance framework
CQC	Care quality commission
CQRS	Calculating quality reporting service (replacement for QMAS)
DAC	dispensing appliance contractor
Days	calendar days unless working days is specifically stated
DBS	Disclosure and barring service
DES	directed enhanced service
DH	Department of health
EEA	European economic area
ePACT	electronic prescribing analysis and costs
ESPLPS	essential small pharmacy local pharmaceutical services
EU	European union
FHS	family health services
FHS AU	family health services appeals unit
FHSS	family health shared services
FPC	family practitioner committee
FTA	failed to attend
FTT	first-tier tribunal
GDP	general dental practitioner
GDS	General dental services
GMC	General medical council
GMS	General medical services
GP	general practitioner

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GPES	GP extraction service
GPhC	General pharmaceutical council
GSMP	global sum monthly payment
HR	human resources
HSE	Health and safety executive
HWB	health and wellbeing board
IC	NHS information centre
IELTS	International English language testing system
KPIs	key performance indicators
LA	local authority
LDC	local dental committee
LETB	local education and training board
LIN	local intelligence network
LLP	limited liability partnership
LMC	local medical committee
LOC	local optical committee
LPC	local pharmaceutical committee
LPN	local professional network
LPS	local pharmaceutical services
LRC	local representative committee
MDO	medical defence organisation
MHRA	Medicines and healthcare products regulatory agency
MIS	management information system
MPIG	minimum practice income guarantee
MUR	medicines use review and prescription intervention services
NACV	negotiated annual contract value
NCAS	National clinical assessment service
NDRI	National duplicate registration initiative
NHAIS	National health authority information system (also known as Exeter)
NHS Act	National health service act 2006
NHS BSA	NHS business services authority
NHS CfH	NHS connecting for health
NHS DS	NHS dental services
NHS LA	NHS litigation authority
NMS	new medicine service
NPE	net pensionable earnings
NPSA	National patient safety agency
OJEU	Official journal of the european union
OMP	ophthalmic medical practitioner
ONS	Office of national statistics

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OOH	out of hours
PAF	postcode address file
PALS	patient advice and liaison service
PAM	professions allied to medicine
PCC	Primary care commissioning
PCT	primary care trust
PDS	personal dental services
PDS NBO	Personal demographic service national back office
PGD	patient group direction
PHE	Public health England
PLDP	performers' list decision panel
PMC	primary medical contract
PMS	Personal medical services
PNA	pharmaceutical needs assessment
POL	payments online
PPD	prescription pricing division (part of NHS BSA)
PSG	performance screening group
PSNC	Pharmaceutical services negotiating committee
QOF	quality and outcomes framework
RCGP	Royal college of general practitioners
RO	responsible officer
SEO	social enterprise organisation
SFE	statement of financial entitlements
SI	statutory instrument
SMART	specific, measurable, achievable, realistic, timely
SOA	super output area
SOP	standard operating procedure
SPMS	Specialist personal medical services
SUI	serious untoward incident
UDA	unit of dental activity
UOA	unit of orthodontic activity

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Annex 2: General contract or agreement variation

Standard GDS Contract /PDS Agreement Variation Notice

[Delete contract type as appropriate] – [month and year]

Standard General Dental Services Contract Variation/Personal Dental Services Agreement [delete as applicable] Variation Notice for:

[title/explanation for 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 *[area team name]* on behalf of [...].

This variation forms part of your standard general dental services contract/personal dental services agreement*[delete as appropriate]* *[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.

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Standard GDS Contract /PDS Agreement Variation Notice

[Delete contract type as appropriate] – [month and year]

Dear *[contract holder's name]*

Notice of variation to your general dental services contract/personal dental services agreement ***[delete as appropriate] dated []*** relating to clause(s)

[original clause number and text]

Is replaced by the following:

[amended text to the clause]

Starting from: *[date]*

This/These *[delete as appropriate]* variation(s) are made to reflect changes arising from:

Relevant legislation OR change of circumstances (e.g. opening hours) *[delete as appropriate]* to the standard general dental services contract/ personal dental services agreement *[delete as appropriate]* that you hold. This is to ensure compliance with the terms of the regulations, and with the required terms arising from *[Insert area team name]* area team.

Please acknowledge receipt of this notice by signing and returning the enclosed duplicate.

Dated: *[date]*

Signed:

Print officer's name: *[officer's name]*

On behalf of *[Area Team]*

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NHS England

Policy for variations of primary dental care contracts and agreements

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

I/We *[name of contract holder(s)]* acknowledge receipt of the notice of variation dated *[date]* of which the above is a duplicate.

Include summary of variation i.e. clauses XX

I/We acknowledge that this notice will take effect from *[date]*.

Signed:

on behalf of: *[practice name or individual's name in the case of an individual contractor]*:

Print name:

Date:

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Annex 3 Notification of variation to GDS contract: Individual to partnership contract

Notification of Variation to GDS Contract: Individual Contract to Partnership Contract

Current Contract Number:/..... Contractor Name:

I propose to practise in partnership with one or more persons during the existence of the Contract, I request this is with effect from (**no less than 28 days** from the date of notice).

Name of Partnership: of

The name of all partners	Indicate whether they are a dental practitioner or a person who satisfies the conditions specified in section 28M(2)(b) of the Act	For partners who are dental practitioners, give performer number where applicable	Indicate whether each partner is a general or limited partner

The partnership will be limited Yes/No

- We confirm that all partners satisfy the conditions imposed by regulation 4 of *the Regulations*.
- We confirm that as a variation to the Contract, the partnership is bound by the terms of the Contract in every way as if the partnership were party to the Contract from the date of commencement. We will be bound by the Contract including all liabilities, claims, losses, costs, damages, demands and expenses (whether direct, indirect or consequential, regardless of time frame they are identified) and that the responsibility under the partnership is joint and several replacing the current or preceding contractor(s) responsibility.

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- We confirm that a formal partnership agreement (or equivalent) is in place.
- We acknowledge that where a new contract number is required to be issued for the partnership and that courses of treatment commenced under the contract number shown above will be completed as soon as possible under the same number.
- We authorise the NHS Business Services Authority to collect any debt associated with the contract number shown above, or any preceding contract number(s) associated with the Contract, from the new partnership contract number.
- We attach written confirmation from the CQC that they do not intend to impose any restrictions on registration for the partnership upon commencement of the partnership.
- We confirm that we will notify the CQC of the date of finalisation of the partnership within the required timeframe in order that they can provide the Notification of Decision and registration commence.
- We acknowledge that the contract variation that will be issued in advance of the date of change will only be valid if registration with the CQC takes place on or before the date of change, otherwise it will become null and void.
- We provide the net pensionable pay for all partners/performers under the new contract number (refer to [http://www.nhsbsa.nhs.uk/Documents/Pensions/GDP_Pensions_Guide_\(V2\)_12.2012.pdf](http://www.nhsbsa.nhs.uk/Documents/Pensions/GDP_Pensions_Guide_(V2)_12.2012.pdf) to calculate).

Signed:.....

Dated:

Existing Contractor

Print Name:

Signed:.....

Dated:

Proposed Partner(s)

Print Name:

Proposed Partner(s)

Signed:.....

Dated:

Proposed Partner(s)

Print Name:

Proposed Partner(s)
signatures as required)

(Please provide additional

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Annex 4: Partnership acknowledgement letter and partnership schedule

[Date]

Dear *[name]*

Contract number *[old contract number]*

Contract number *(new partnership number)*

Partnership request

Thank you for your recent letter and notice informing *[Insert name of area team]* area team of your intention of becoming a partnership from *[date given in the notice subject to it meeting the 28-day notice period]*.

I am pleased to confirm your request satisfies the requirements of section 28M of the NHS Act 2006 and as such we ask that you sign both copies of the enclosed partnership schedule and variation documents and return one to the area team.

This change has meant that your contract number has changed to that of a partnership and as such you will note that you have a new contract number. You will also shortly be receiving a new practice stamp. If you transmit electronically you will need to ensure that you make the required changes on your system with effect from the date on the new contract being established.

NHS Dental Services (NHS DS) has been informed of these changes and has linked both your previous and new contract numbers to ensure that all contractual warranties if required by patients are met and to ensure that the financial and performance data remains linked on your contracts.

You are required to contact NHS DS and provide your new partnership bank account details to make sure you continue to receive your monthly scheduled payments.

You will also notice that your contractual activity has been made pro rata for this financial year to reflect the part-year effect of the new partnership. This does not affect your UDA allocation or your scheduled payments, as the activity will be reconciled across both contracts or agreements *[delete as applicable]* at year-end.

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

Yours sincerely

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[name]
[title]

Area teams will need to insert the contract variation document [adapt the template enclosed in annex 1] making sure to include the following amendments:

- New and old contract number;
- activity for remaining year and the full year activity from 1 April for the following year; and
- reference to the schedule as this will change from an individual to a partnership.

Schedule 1 (partnership)

Part 1

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

[details]

Part 2

The contractor is a *[limited]* partnership under the name of *[name of partnership]* carrying on business at *[address of place of business]*

The telephone number, fax number (if any) and email address (if any) of the contractor are as follows:

[details here]

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.

The names of the partners at the date of signature of this contract are:

	General/Limited
	General/Limited
	General/Limited
	General/Limited

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The contract or agreement [delete as applicable] is made with the partnership as it is from time to time constituted and shall continue to subsist notwithstanding:

- (1) the retirement, death or expulsion of any one or more partners; and/or
- (2) the addition of any one or more partners.

The contractor shall ensure that any person who becomes a member of the partnership after the contract or agreement [delete as applicable] has come into force is bound automatically by the contract whether by virtue of a partnership deed or otherwise.

Schedule 2

Signatures of the parties to the contract /agreement [delete as applicable]

Signed by

For and on behalf of [Insert area team name] area team

Signed by

in the presence of

The contract / agreement [delete as applicable] must be signed by a person with power to bind the contractor. If the contractor is a partnership, it is recommended that all of the partners comprising the partnership at the date the contract is signed (whether those partners are general partners or limited partners) sign the contract / agreement [delete as applicable].

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Annex 5: Letter - reversion from a partnership to an individual contractor

[Date]

Dear *[name]*

Contract number *[old number]*

Contract number *(new number)*

Partnership request to revert to a single-handed contract.

Thank you for your recent letter and notice informing *[insert area team name]* area team of your intention to dissolve your partnership. I note that you have nominated *[contractor's name]* to continue the contract or agreement as a single-handed contractor.

I can confirm that that your request satisfies the requirements of section 28M of the NHS Act 2006 and as such we ask that you sign both copies of the enclosed schedule and variation documents and return one copy to the area team.

You are required to contact NHS Dental Services (NHS DS) and provide your revised bank account details to make sure that you continue to receive your monthly scheduled payments.

You will also notice that your contractual activity has been made pro rata for this financial year to reflect the part-year effect of the new contract number. This does not affect your UDA /UOA allocation or your scheduled payments, as the activity will be reconciled across both contracts or agreements at year-end.

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

Yours sincerely

[name]

[title]

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You also need to insert the contract variation [adapt the template enclosed in annex 1], making sure that you include the following amendments:

- contract number;*
- activity for remaining year and the full year activity from 1 April for the following year; and*
- reference to the schedule, as this will change from partnership/companies limited by shares to individual.*

Make sure you also include two copies of the relevant schedule from the GDS/PDS (Plus) contract/ agreement [delete as applicable] and the signature schedule. One copy should be retained by the contractor and one copy should be returned to the area team

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Annex 6: Relocation letters

Initial letter

[Date]

Dear [name]

Contract no [number]

Relocation

Thank you for your recent letter informing [insert area team name] area team of your intention to relocate your dental premises. You will be aware that your contract is specific to the premises from which you currently practise (see clause 65 of your GDS/PDS [delete as appropriate] contract or agreement).

In order for the area team to further consider your request, we would ask that you provide the following information

- how this relocation will benefit your existing patients;
- patients' views that have been sought on the planned move;
- benefit to patients (e.g. improved access, facilities or range of services available);
- distance from current practice to the proposed new practice;
- how you would manage any displaced patients that would not wish to or could not access the new premises; and
- Equality Act compliance.

This information should be provided to the area team

- within four weeks from the date of this letter where patient views have not previously been sought, to give time to do so, or.
- two weeks from the date of this letter where patient views have been sought prior to contacting the area team.

If you have any questions regarding the process, please do not hesitate to contact me on the above number. Once the area team has received the required information we will then consider your request.

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Yours sincerely

[name]

[title]

Refusal letter

[Date]

Dear *[name]*

Contract no *[number]*

Relocation

Thank you for returning your proposal for relocation to [insert area team name] area team. On review of your proposal, the area team regrets to inform you that we are unable to agree to the relocation of your premises for the following reason(s):

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

If you wish to dispute this, please contact me on the above telephone number and I will be happy to discuss the disputes process with you.

Yours sincerely

[name]

[title]

Agreement letter

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Dear *[name]*

Contract no *[number]*

Relocation

Thank you for returning your proposal for relocation to *[Insert area team name]* area team. On review of the proposal, the area team is 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 *[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]

[title]

You will need to insert two copies of the generic contract variation in annex 1 updating clause 63. If you have a PDS Plus agreement you will need to update the relevant clause. One copy will remain with the contractor and the second copy should be returned to the area team

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Annex 7: 24-hour retirement partnership

Dear *[name]*

Contract no *[old contract number]*

Contract Number *(new contract number)*

Notice of 24-hour retirement

Thank you for your recent notice informing *[insert area team name]* area team of *[name]*'s intention to take 24-hour retirement. As this means that *[name]* has to relinquish his or her *[delete as appropriate]* right to a dental contract or agreement *[delete as appropriate]* under the NHS pension rules, we accept your nomination of *[remaining provider's name]* to continue with the contract as a single-handed practitioner from *(insert relevant date)*

This change has meant that your contract number has changed to that of an individual practitioner and as such you will note that you have a new contract number and will shortly be receiving a new practice stamp. If you transmit electronically you will need to ensure that you make the required changes on your system.

NHS Dental Services (NHS DS) has been informed of these changes and has linked both your previous and new contract numbers to ensure that all contractual warranties if required by patients are met and to ensure that the financial and performance data remains linked.

You are required to contact NHS DS and provide your revised bank account details to make sure that you continue to receive your monthly scheduled payments.

You will also notice that your contractual activity has been made pro rata for this financial year to reflect the part year effect of the contract change. This does not affect your UDA allocation or your scheduled payments as the activity will be reconciled across both contracts or agreements at year-end.

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

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Yours sincerely

[name]

[title]

You also need to insert the contract variation (adapt the template enclosed in annex 1) making sure that you include the following amendments:

- contract number;*
- activity for remaining year and the full-year activity from 1 April for the following year; and*
- reference to the schedule as this will change from partnership/companies limited by shares to individual*

Make sure that you also include two copies of the relevant schedule from the GDS/PDS contract or agreement and the signature schedule. One copy should be retained by the contractor and one copy returned to the area team.

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Annex 8: 24-hour retirement single-handed contract

[Date]

Dear [name]

Contract no [number]

Notice of 24-hour retirement

Thank you for your recent notice informing [insert area team name] area team of your intention to take 24-hour retirement. This means that you are required to relinquish your dental contract or agreement [delete as appropriate] under the NHS pension rules. In view of this, we would welcome the opportunity to discuss with you the consequences to you should your contract or agreement terminate.

At this time we are required to approach this as an agreed termination as defined by GDS contract/PDS agreement [delete as appropriate] under schedule 3, part 9 clause 64 (GDS)/schedule 3, part 9 clause 62 (PDS) [delete as appropriate].

The area team requires you to:

- Work with your current patients to inform them of their options regarding commencing new treatment and the potential patient charges
- Work with the area team to support the sign-posting of patients to other NHS dental providers in the area
- Prioritise the completion of or make arrangements to complete all open courses of treatment;
- Refer them to the area team dental helpline [delete if helpline not available]

We also need to agree a mutually acceptable date for the termination of your contract/agreement [delete as appropriate] so I would ask that you contact me on the above telephone number to discuss this further.

On agreement of this we will provide you with a financial statement detailing any monies payable or outstanding.

The area team would like to take this opportunity to thank you for your service and commitment to NHS dentistry and wish you a happy retirement.

Yours sincerely

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[name]

[title]

On receipt of an agreed date you will need to issue the termination notice in accordance with the GDS/PDS regulations: this can be found in the Policy for termination of primary dental care contracts and

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Version control tracker

Version Number	Date	Author Title	Status	Comment/Reason for Issue/Approving Body
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