Death of a dental contractor policy
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Policy & Corporate Procedures

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# Death of a Dental Contractor Policy

**Document Purpose**
Policy and high level procedures for Area Team, dental leads and dental contractors to support all parties when there is the death of a contractor.

**Cross Reference**

**Superseded Docs**
(if applicable)

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**Document Status**
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1 **Introduction**

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.

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:

- Human resources contract of employment;
- Any documentation involving a court of law, eg litigation claims
- Contracts for directly commissioned services.

For ease of reference NHS England is the generic term used throughout this policy.

Death of any contractor whilst working is still a rare occurrence; however area teams need to be able to manage this when circumstance arises. The following policy sets out the actions that area teams need to follow in the event of the death of dental contract holder. The area team will be sensitive to remaining contractors on a contract or the family and representatives of the deceased whilst adhering to the National Health Services General Dental Services (GDS) Contracts Regulations 2005 or the National Health Services Personal Dental Services (PDS) Agreements Regulations 2005.

This policy and guidance will ensure that all incidences of a death in service follow a consistent, fair and proportionate approach.

2 **Policy statement**

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.

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 of the death of a dental contract holding contractor.
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.

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.

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.

The authors and reviewers of these documents were asked to keep the following principles in mind:

- 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.

This suite of documents will be refined in light of feedback from users.

This document should be read in conjunction with the NHS England policy for dental contract termination, the dental variations policy and the dental incorporation policy.

3 The aim of this policy is to ensure that all parties to the contract understand the process and procedures that must be followed in the event of a death of a primary care dental contractor.

The process and procedure may vary dependent on the contractual form being used and the legal entity of the contract holder(s). The processes are set out clearly in the policy text for all scenarios relating to GDS and PDS.

4 **Scope**

The policy covers both general dental services (GDS) and personal dental services (PDS) agreements. It provides guidance on the management of
contracts on the death of a dental contractor:

For general dental services contracts:

- Single handed performer/provider
- single handed provider with performers
- general partnership
- dental body corporate
- companies limited by shares
- Limited liability partnerships (LLPs).

For personal dental services agreements

- Single handed provider performer
- single handed provider with performers
- dental body corporates
- companies limited by shares
- LLPs
- multiple individual signatory PDS contracts.

5 Officers of the following NHS England areas are within the scope of this document:

- NHS England:
  - 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.

Roles and responsibilities

6 The area teams will need to inform the director of primary care and the responsible officer about the steps being taken to manage the situation where a contractor has died. This will involve recommending the removal of a name from the national dental performers list and details of any formal and informal discussion with the deceased’s representatives, legal or otherwise about any contractual or service delivery implications as a result of the death.

7 On receiving information that a contract holder has died the commissioning director needs to be informed immediately and the steps
Corporate level procedures

8 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.

9 Distribution and implementation

10 This document will be made available to all staff via the NHS England website.

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 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:

- Dental terminations policy
- Dental incorporation policy
- Dental variations policy
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Notification of the death of a contractor

1. When an area team is notified about the death of a contractor it should in the first instance issue a letter of condolence to the appropriate individuals. This may involve colleagues in the practice, the deceased’s partner and legal representatives.

2. A template letter has not been provided for this purpose as each letter will be personal and should reflect the local relationships that have been developed.

3. The policy sets out the steps that need to be taken following the notification of the death of a dental contractor. In some but not all instances, processes to be followed for both GDS and PDS contract holders are the same. Where processes are different for each of the contract types then the area team needs to follow the processes applicable to the specific situation.

Notification of the death of a contractor – single handed GDS/PDS contract or agreement holder

4. Where the dental contract is held by an individual dental contractor and that individual dies, the GDS contract/PDS agreement shall terminate 28 days after the date of his/her death, Unless:
   a. the area team has agreed in writing with the contractor’s personal representatives that the contract should continue for a further period, not exceeding six months after the end of the period of 28 days; and
   b. the contractor’s personal representatives have confirmed in writing to the area team that there are associates or performers attached to the contract or that they are intending to employ or engage one or more dental practitioners to assist in the provision of dental services under the contract throughout the period for which it continues.

   As detailed in schedule 3 part 9, clause 65 of the GDS regulations or schedule 3, part 9, clause 63 of the PDS agreement and their relevant clauses within the contract/agreement.

5. Where continuation of the contract has been requested, the area team should issue a template confirmation letter set out in annex 3 detailing the timescales of the continuation.
6. Where the area team is of the opinion that another contractor may wish to enter into a contract in respect of the mandatory services which were provided by the deceased dental contractor under a caretaking arrangement agreed by the deceased dentists family/legal representative and the area team then the six month period referred to above and in clause 306.1 of the model GDS contract and clause 292.1 of the PDS agreement may be extended by a period not exceeding a further six months. This further extension will need to be agreed by the area team, the family/legal representatives of the deceased contractor and the caretaking practice. The confirmation letter in annex 3 issued.

7. Prior to the completion of the continuation, the area team will need to decide whether or not they will procure primary care dental services to replace the contract. If the decision is made to procure services they should aim to complete the procurement process within the continuation period to allow for continued provision of service within the area team. Area teams will need to work with the outgoing contractor during this period.

8. Please note that the Dentist Act 1984, part IV states that restrictions for carrying on the business of dentistry section 41(4) states:

"Where a registered dentist or registered medical practitioner who died after 3 July 1956 was at his death carrying on a business or practice constituting the business of dentistry, this section shall not operate to prevent his personal representatives or his widow or any of his children, or trustees on behalf of his widow or any of his children, from carrying on the business of dentistry in continuance of that business or practice during the three years beginning with his death."

9. Whilst the Dentist Act 1984 provides for the above statement, this does not confer the right to an NHS dental contract for the same period and the process described above stands.

If the practice is to remain open beyond the 28 day period

10. Where the area team receives a request from the deceased contractor’s personal representatives to extend the contract, before the end of the initial 28 day period it must:
a. Seek assurance that the dental staff employed are on the national performers list, have the appropriate qualifications and training to provide all services under the current contract or agreement, whether they are mandatory or additional.
b. Agree that any course of dental treatment started within the agreed continuation period must be completed prior to termination of the contract.
c. In the event where there is an open course of orthodontic treatment that all endeavour is taken to complete the patient’s care during the period of the continued contract. Incomplete courses of treatment will need to be managed as per a contract that is terminating (see below). It should also be agreed that no new courses of treatment that cannot be completed during the continuation of the contract are commenced.
d. Agree with the deceased contractor’s representatives that at an agreed date during the continuation, they will communicate with patients, as appropriate, and as agreed with the area team, that:
   i. the practice will be under new ownership and a new contractor will be delivering services or
   ii. That the practice will be closing/ceasing to offer NHS dental services. Patients should be signposted to local dental practices that are accepting NHS patients and/or refer patients to the NHS England dental helpline or 111 service whichever is operational within the area team.

11. The timeframes for this communication with patients, are largely dependent upon the length of contract/agreement continuation and the circumstances and impact that this would have on service delivery to patients – for example a contract novation or a contract continuing with a partner would not have a financial impact on a patient in terms of additional patient charges but would mean that their dentist may or would change.

12. If a contract termination is within 28 days, patients will need to seek another dentist. The area team will need to work with those patients who are currently undergoing a course of treatment to secure alternative provision. There may be a financial impact on patients who may need to pay for the completion of their course of treatment by an alternative provider.
13. A communications plan will need to be discussed and agreed between the contract holder/contract holder’s representatives and the area team.

14. Once a contract continuation period has been agreed, the area team will amend the existing contract to reflect the continuation period of the contract and work with NHS BSA to make all relevant changes to the payment and contract systems. Changes may vary in individual circumstances to allow the deceased contractor's estate to access any NHS Pension rights and for payments to continue to be made under the contract. Advice will need to be taken from both the NHS pension’s agency and NHS BSA and the processes followed as advised by them.

If the practice is to be sold/transferred to a new contractor

15. The deceased contractor’s personal representatives have the right to sell the practice to any prospective buyer. The area team must make the deceased contractor’s personal representatives aware that the NHS contract cannot be sold with the practice.

16. The area team may consider a contract novation to a new provider if all three parties agree. The three parties would be the area team, the deceased contractor’s legal representatives and the prospective buyer. The area team needs to be aware that novation may lead to challenge. Please see dental incorporation policy for further information on novation criteria and risks associated with novation.

If the practice is to be closed

17. Under current contractual arrangements practices do not have registered patient lists and are only responsible for patients in an active course of treatment. The processes for the management of these patients are below.

18. The area team, should ensure that it is able to signpost any patients seeking treatment, to other local dentists accepting NHS patients. This may be through making information available at the practice or via NHS England’s dental helpline or 111 services, whichever is in operation within the area team locality.
For patients who are currently undergoing a banded course of treatment

19. The deceased contractor’s family or personal representative(s) must make every effort to complete patients’ treatments within the 28 day period. Where this is not possible for whatever reason, the area team will need to work with other local dental providers to secure completion of the active courses of treatment.

20. Patients seeking recourse under free repair and replacement need to be made aware that there will be a fee to pay if a repair and/or replacement treatment is performed by an alternative practice; or a continuation of treatment at the same or lower band within two months is needed they will be required to pay the relevant dental charge when this is carried out by another provider as current regulations do not permit an alternative to this.

For patients who are part way through an orthodontic course of treatment

21. Where a patient is undergoing an orthodontic course of treatment, it is unlikely due to the nature of treatment patterns and their longevity, that treatment can be completed within the 28 day period. The area team should work with the contractor’s representatives to:-
   a. Obtain copies of any associated orthodontic health records for patients currently in treatment that could then be provided to an alternative provider
   b. Obtain patients details so they can be contacted regarding continuation of their treatment

22. The area team will need to secure alternative provision for those patients undergoing a course of orthodontic treatment. This can be with other local dental providers or they may need to consider commissioning these services from secondary care providers where alternative primary dental care provision is not available.

23. Currently the GDS contract or PDS agreement and the statement of financial entitlement state the level of payment for an orthodontic course of treatment. Due to the payment structure and length of an orthodontic course of treatment, the area team may wish to raise the cost pressures of paying for these patient transfers within its risk register.
24. The area team may wish to procure additional activity from orthodontic providers on a non-recurrent basis, on a case by case fee structure while they consider whether or not to procure a contract or agreement. If this is the path that is chosen by the area team it would be advisable to seek independent legal advice in case of challenge although it may be that a single waiver tender can be applied in these circumstances due to the need to get patients treated and the non-recurrent nature of the contract/agreement.

25. Where the contract is not continued the area team will need to terminate the existing contract and should follow the dental termination policy.

Notification of death of contractor (partnership) GDS

26. In the event of the death of one of the partners holding a dental contract/agreement, it is a requirement that the surviving partner(s) shall notify the area team in writing as soon as is reasonably practicable of the death of his/her partner. This must be within seven days.

27. The area team will then identify whether the remaining partner(s) is/are eligible to hold a general dental services (GDS) contract. (Eligibility criteria can be found in Annex 2)

28. If the remaining partner(s) is/are eligible to hold a contract, the contract can continue either:
   a. as a single handed contract (if the remaining partner is a dental practitioner) or
   b. a partnership with existing partners only or
   c. with an additional partner

29. Whichever option is selected it will be subject to the correct notification and within the time requirements specified in the GDS regulations and with the appropriate notice of decision (NOD) from CQC.

30. All of the above options require the appropriate variations to be issued to amend the contract. If the contract is to revert to a single handed contract the area team should contact NHS BSA as the contract number may need to change. The area team should work with NHS BSA to understand the
implications of any change on the payments and contract system to ensure the contract numbers are linked in order to reconcile activity and to ensure that free repair and replacement claims can be checked and validated.

**Notification that the provider wishes to become a single handed contract holder**

31. If the remaining partner notifies the area team that they intend to revert the contract to that of a single handed practitioner, and they are eligible, then the current contract will continue subject to the variation notice being issued, signed and returned converting the contract to an individual contract.

32. The variation notice should reflect the change of status in the contract as described by the National Health Service General Dental Services Contracts Regulations 2005, part 3 schedule 9, 63 (4). The area team may wish to take this opportunity to issue new contract documentation to include all previously issued variations.

33. The area team will be required to update the payment and contract system accordingly as a new contract number may apply. They also need to ensure that they have seen the CQC NOD for the registered activity.

**Partnership with more than one party left remaining on the contract**

34. Upon receipt of the notification from the surviving partners and subject to the remaining partner(s) meeting the eligibility criteria, the area team will send the template acknowledgement letter in annex 4 and the contract will continue subject to the contract variation being issued, signed and returned to the area team to reflect the changes to the partnership.

35. Where the partnership does not meet the eligibility criteria they can be given the opportunity to make the partnership eligible by forming a new partnership and should follow the process below.

**A single partner remains on the contract and seeks to form a new partnership**
36. When a partner dies and leaves a single partner on the contract and the remaining partner expresses their intention to form a new partnership, the area team needs to provide them the opportunity to do so. A period of two calendar months should be given to the remaining partner to provide the area team with a written request to form a new partnership giving the required 28 day notice period within the National Health Service General Dental Services Contracts Regulations 2005. The appropriate contract variation then needs to be issued and the contract will continue to proceed subject to CQC NOD.

37. If the two month grace period to inform the area team of a new partner lapses, the area team needs to revert the contract to that of an individual by following the process as set out above for a provider wishing to become a single handed contract.

38. There are situations where partnerships may be constituted of a dentist and one other person eligible to enter in to a partnership arrangement but who is not a dentist. A GDS contract requires that at least one partner is a dentist. If the remaining partner is ineligible to hold a contract in their own right the partnership may continue with agreement of the deceased partner’s legal representative and their agreement to remain in the partnership for the two month grace period. During this time the remaining ineligible partner should seek to form a new partnership with a dentist eligible to enter in to and hold a partnership contract. This will need to be achieved within the first month of the grace period as they will need to inform the area team of their intention and details of the new partner providing the required 28 days notice within the two month grace period.

Notification of the death of a contractor – multiple signatories PDS

39. PDS regulations unlike GDS do not permit partnership arrangements so there is no right for the remaining signatory(ies) to add another party to the agreement.

40. It is a requirement that the surviving signatory(ies) to a PDS agreement shall in any event notify the area team in writing as soon as reasonably practicable of the death of his/her multiple signatory(ies). Notification must be made by the surviving signatory(ies) within seven days.
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41. Where multiple signatories exist on an agreement, that agreement may continue as long as the area team are satisfied that the remaining signatory(ies) are eligible to hold the agreement and that the appropriate variation is issued.

Notification of the death of a contractor – dental bodies corporate (DBC), companies limited by shares and limited liability partnerships (LLP) (PDS & GDS) (amended by SI 2013/364)

42. Following notification from a dental body corporate, company limited by shares or an LLP of the death of a director, the area team will identify whether the remaining director(s) are eligible to hold a dental contract or agreement. In line with the dentist act 1984 (amendment) order 2005 section 43 where there is not a majority of directors who are registered dentists or dental care professionals then arrangements can be made to add an appropriate director. Further information on this process can be found in the dental incorporation policy. Where the body corporate would no longer be eligible to hold a contract and they do not rectify the membership of the directorship then a termination is required.

43. If the remaining directors are eligible then the contract can continue and no contractual action needs to be undertaken by the area team but a confirmation of the new directors should be sent to the body corporate and a copy retained on the area team file.

44. If the remaining directors are not eligible to hold a contract, then the dental body corporate, company limited by shares or LLP, can be given the opportunity to appoint new directors to their board within a 28 day period as long as this does not affect the legal entity that the area team is contracting with.

45. The area team would be required to undertake all relevant checks on the incoming director to ensure they are eligible to hold a GDS contract or PDS agreement.

46. If the dental body corporate, company limited by shares or the LLP fails to rectify the director issue then the area team must terminate the contract under schedule 3 part 9 paragraph 74 of the GDS regulations or schedule 3 part 9.
paragraph 72 of the PDS regulations. Further information on the process for contract termination can be found in the dental terminations policy.

47. Standard letters can be found in annex 6 and annex 7.

**Termination of the contract – processes for patient management**

48. Under current contractual arrangements practices do not have registered patient lists and are only responsible for patients in an active course of treatment. The processes for the management of these patients are below:

49. The area team, should ensure that it is able to signpost any patients seeking treatment, to other local dentists accepting NHS patients. This may be through making information available at the practice or via NHS England’s dental helpline or 111 services, whichever is in operation within the area team locality.

**For patients who are currently undergoing a banded course of treatment**

50. The deceased contractor’s family or personal representative(s) must make every effort to complete patients’ treatment within the 28 day period. Where this is not possible for whatever reason, the area team will need to work with other local providers to secure completion of the active courses of treatment.

51. Patients seeking recourse under free repair and replacement need to be made aware that there will be a fee to pay if a repair and/or replacement treatment is performed by an alternative practice; or a continuation of treatment at the same or lower band within two months is needed they will be required to pay the relevant dental charge when this is carried out by another provider as current regulations do not permit an alternative to this.

**For patients who are part way through an orthodontic course of treatment**

52. Where a patient is undergoing an orthodontic course of treatment, it is unlikely that due to the nature of treatment patterns and their longevity, that treatment can be completed within the 28 day period. The area team should work with the contractor’s representatives to:
a. obtain copies of any associated orthodontic health records for patients currently in treatment that could then be provided to an alternative provider
b. Seek name and address details so that patients can be contacted regarding continuation of their treatment

53. The area team will need to secure alternative provision for those patients undergoing a course of orthodontic treatment. This can be with other local providers or they may need to consider commissioning these services from secondary care providers where alternative primary care provision is not available.

54. Currently the GDS contract or PDS agreement and the statement of financial entitlement state the level of payment for an orthodontic course of treatment. Due to the payment structure and length of an orthodontic course of treatment, the area team may wish to raise the cost pressures of paying for these patient transfers within its risk register.

55. The area team may wish to procure additional activity from orthodontic providers on a non-recurrent basis, on a case by case fee structure while they consider whether or not to procure a contract or agreement. If this is the path that is chosen by the area team it would be advisable to seek independent legal advice in case of challenge although it may be that a single waiver tender can be applied in these circumstances due to the need to get patients treated and the non-recurrent nature of the contract/agreement.

56. Where the contract is not continued the area team will need to terminate the existing contract and should follow the termination policy.

**Notification of a dental contractor becoming terminally ill**

57. Although there is no contractual obligation upon a contractor to inform the area team of terminal illness it is good practice. In the event of the area team becoming aware of a contractor or partner being diagnosed with a terminal illness consideration must be given to the individual's wellbeing balanced with that of considering any practical implications on clinical quality and the safety of patients.
58. Key actions for the area team:
   a. Inform the director of commissioning and medical director
   b. Have an initial meeting with the contract holder(s) to discuss the situation and begin to develop a plan to manage the process of the dentist reducing their workload or ceasing practice at the appropriate time in a controlled way that takes into account their wishes and obligations under the contract along with patient safety and service continuity for patients in active treatment.
   c. Ensure that appropriate support is provided through occupational health services for the individual
   d. Meeting of key stakeholders

Payment and contract system

59. The area team must make any required changes to the payment and contract system to reflect any amendments to contracts. You can access the latest version of guidance at the link below

60. If there are any specific questions or areas that need further clarity around these requirements, the area team should contact NHS BSA helpdesk. The number can be found on the guidance document.
Annex 1: 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 the NHS Commissioning Board)
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
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GMC  General Medical Council
GMS  General Medical Services
GP  general practitioner
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
LPC  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
NHSCB  NHS Commissioning Board
NHS CfH  NHS Connecting for Health
NHS DS  NHS Dental Services
NHS LA  NHS Litigation Authority
NHS England
Death of a dental contractor Policy

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
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
Annex 2: Eligibility to hold a contract

Eligibility to hold a GDS contract

This can also be determined by referring to 28M of the NHS Act 2006, as amended by HSCA 2012 chapter 7, part 6 (203).

GDS contracts can be placed with an individual dental practitioner, a dental corporation, companies limited by shares, LLP or two or more individuals practising in partnership where:

- at least one partner is a dentist, and
- any other partner is either: an NHS employee; a PDS or personal medical services (PMS) employee (UK); a health care professional working in the NHS; or a PMS, general medical services (GMS), PDS or GDS provider (UK)

Eligibility to hold a PDS agreement

For PDS, any one or more of those listed below may enter into PDS agreements:

- PCT, NHS Trust or Foundation Trust
- Medical or dental practitioner
- Dental corporation
- Companies Limited by shares
- LLP
- NHS health care professional
- Individual providing services under a GMS/PMS or GDS/PDS contract or agreement
Annex 3: Notification of death (single handed)

DATE

Dear [name]

Contract number [insert contract number]

[delete as appropriate] Further to our communications dated [insert date], I can confirm that, in accordance with clauses XXX of your GDS contract (306 - 308 clauses of the model GDS contract), and the GDS regulations Schedule 3, Part 9, paragraph 65 and your written confirmation that you are engaging the services of one, or more dental practitioners to perform the required services under the contract, that the existing contract will continue for a period of (insert period here) or until (insert end date here).

[delete as appropriate] Further to our communications dated [insert date], I can confirm that, in accordance with clauses XXX of your PDS agreement (292-294 clauses of the model PDS agreement) and the PDS regulations Schedule 3, Part 9, paragraph 63 and your written confirmation that you are engaging the services of one, or more dental practitioners to perform the required services under the contract, that the existing agreement will continue for a period of (insert period here) or until (insert end date here).

[delete as appropriate] Further to our communications dated [insert date], I can confirm that in accordance with clauses XXX of your GDS contract (306 - 308 clauses of the model GDS contract), and the GDS regulations Schedule 3, Part 9, paragraph 65 OR clauses XXX of your PDS agreement (292-294 clauses of the model PDS agreement) and the PDS regulations Schedule 3, Part 9, paragraph 63) and your written confirmation that we have agreed that you are able to enter into a caretaking arrangement with:

[Insert name of dental practitioner and the address of where services are to be provided.]

The existing contract/agreement will continue for a period of (insert period here) or until (insert end date here).

During this period we will continue to work with you to resolve the longer term arrangements regarding the above GDS contract/PDS agreement. (delete as appropriate)
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

[Insert name]
[Insert title]
Annex 4: Notification of death (GDS partnership)

DATE

Dear [name]

Contract number [insert contract number]

Further to our communications dated [insert date], I can confirm that, in accordance with clauses XXX of your GDS contract (301-301.2 of the model contract) and the GDS regulations, Schedule 3, Part 9, paragraph 63(4), the contract will continue with you as sole contractor/partnership [delete as appropriate].

[Delete as appropriate] As you have indicated your intention to become an individual contract holder, your existing contract will revert to that of an individual. I have enclosed two copies of the contract variation and the individual schedule and signatory sheet, could you please sign and return these to me at the above address.

[Delete as appropriate] As there are still multiple eligible partners within this contract, I enclose two copies of the variation document for you to sign and return to me. These reflect the current signatories to the contract. On receipt of the signed copies NHS England will sign the documents and return a copy for you to retain for your records.

[Delete as appropriate] As you have indicated that it is your intention to seek a partner for your existing contract the area team are able to give you two calendar months [insert date] to submit a partnership notice to us as required by The national health service general dental services contracts regulations 2005, part 3 schedule 9, 63 (2). On receipt of this notice the area team will undertake any relevant checks and then issue the variation documents to be signed and returned to me.

If however we have not received a notice from you within the two month period we will be required to revert your contract to that of an individual contract holder.

Please do not hesitate to contact me if you have any questions at this time.

Yours sincerely

[Insert name]
[Insert title]
Annex 5: Notification of death (PDS multiple signatories)

DATE

Dear [name]

**Contract number [insert contract number]**

Further to our recent contact dated [insert date], I can confirm that having reviewed your PDS agreement that NHS England is happy to continue with the agreement with [insert name(s)] as signatory(ies) to the above PDS agreement.

I have enclosed two copies of the variation document for you to sign and return to me. On receipt of the signed copies NHS England will sign the documents and return a copy for you to retain for your records.

Please do not hesitate to contact me if you have any questions at this time.

Yours sincerely

[Insert name]
[Insert title]
Annex 6: Notification of death - dental body corporate / company limited by shares or LLP

DATE

Dear [name]

Contract number [insert contract number]

Following checks about the remaining directors of the dental body corporate/company limited by shares/Limited liability partnership [delete as appropriate], I regret to inform you that the remaining directors do not meet the eligibility criteria as defined by GDS regulations Schedule 3, part 9 clause 74 OR PDS regulations Schedule 3, part 9 clause 72 To hold a GDS contract/PDS agreement for the reasons stated below:

[state what criteria is not met]

The area team would like to give you the opportunity to remedy this and to inform of us of any new directors that you would like to appoint to the Board.

If the area team are satisfied that the incoming director(s) is/are appropriate then you will be able to continue with your current GDS contract OR PDS agreement [delete as appropriate]. Please can you provide me with the details requested by [insert date – 28 days from date of this letter].

If you are unable to provide the area team with the information requested, or if the nominated person(s) are found to be unsuitable, then NHS England will have no option but to terminate your contract under the regulations referred to above.

We look forward to hearing from you.
Yours sincerely

[Insert name]

[Insert title]
DATE

Dear [name]

Contract number [insert contract number]

Further to my letter of [insert date] and the subsequent correspondence regarding directors for your company.

The directors proposed are not eligible because:

a) the majority of directors are not registered dentists or dental care professionals
b) are not eligible under section 28(M) of the NHS Act 2006, amended by Health and Social Care Act 2012

We are therefore required to approach this as termination as defined by [delete as appropriate] under GDS regulations schedule 3, part 9 clause 74 and PDS regulations schedule 3, part 9 clause 72.

Therefore, we require you to:

- complete or make arrangements to complete all open courses of treatment where possible
- signpost patients who wish to remain as NHS patients to dental practices in the area that are accepting NHS patients (I can provide you with a list),
- refer patients to the NHS England dental helpline [insert number] or 111 service [delete as required]

Under schedule 3, part 9 we are providing you with 28 days notice of the termination of your contract and confirm that your contract will terminate on [insert date, 28 days from the date of this letter]

If you wish to dispute this decision please contact [insert name] at your earliest convenience.

Yours sincerely

[Insert name]

[Insert 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 terminations and sanctions policy
## Version control tracker

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