Dental force majeure policy
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Policy & Corporate Procedures

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Prepared by: Primary Care Commissioning (PCC)
Policy and high level procedures for Area Team dental leads and dental contractors to manage force majeure requests.

To note.
NHS England
Dental force majeure policy

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**Introduction**

1. 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.

2. Although the force majeure clause within both the GDS and PDS standard contract documents, as revised in April 2013, are not required by the regulations the majority of GDS contracts and PDS agreements will have retained them as recommended.

   Area teams are advised to check that the clauses are included in each contract or agreement and if so follow the guidance within this policy.

**Policy statement**

3. 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 with its direct commissioning responsibilities in relation to dental care. The suite of documents will form NHS England’s single operating policy. This particular policy relates to force majeure - events which have had an adverse impact on service delivery.

   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 across the organisation.

   The development process for the document reflects the principles set out
in securing excellence in commissioning primary care.

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 managing dental mid-year and year end, dental variation and terminations policies.

This policy sets out NHS England’s approach for dealing with dental contractors who invoke the force majeure clauses within their GDS contract or PDS agreements where they have been retained.

The aim of the policy is to enable area teams to take a fair and consistent approach across the organisation when assessing claims for dental relief. Dental relief is the carry forward of activity that could not be delivered due to the events that took place due to circumstances beyond the reasonable control of one of the contracting parties.

Although the use of the force majeure clauses are not required by regulations both the standard general dental services contract (GDS) and the standard clauses for personal dental services agreement (PDS) both revised April 2013 recommend that they are used. This policy is therefore only applicable when the individual contract has these clauses present. There is no right for a dental contractor to apply for dental relief if these clauses are excluded from their contract/agreement.
Scope

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

NHS England:
  - National teams;
  - Regional teams;
  - Area teams
    - All commissioning support units;
    - NHS leadership academy;
    - NHS improving quality;
    - NHS sustainable development unit;
    - Strategic clinical networks;
    - Clinical senates.

5 This policy relates only to dental contractors delivering NHS dental services claiming relief following force majeure incidents. There is no equivalent policy in place for the other primary care contracting groups as their contracting arrangements do not allow for this.

Roles and responsibilities

6 All applications for relief following force majeure incidents can be considered, under delegated authority, by the area team head of primary care and a contract manager with clinical advice from a dental adviser or a suitable clinician nominated by the medical director. Most claims will relate to access to and/or unfit premises causing a failure to deliver activity and not to clinical aspects of treatment.

7 The contract holder is responsible for informing the area team of any force majeure event and for lodging a claim for relief within the timescales specified within this document. The area team is responsible for advising contractors of the outcome of any claim once processed and applying that relief to the contract holder’s contract/agreement by way of carry forward activity on the payment and contract systems.

9 The decision making processes and calculation of relief tools are set out in the appendices.

Corporate level procedures

10 The following policy should be implemented in conjunction with the reporting requirements contained within it and any claims considered on the submission of the required documentation as set out by the area team following year end closure.

Distribution and implementation

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

12 Notification of this document will be included in the all staff email bulletin.
A training needs analysis will be undertaken by NHS England to identify staff affected by this document.

Based on the findings of that analysis appropriate training will be provided to staff as required.

Guidance will be provided on the relevant directorate intranet site.

**Monitoring**

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*.

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**

This document forms part of NHS England’s commitment to create a positive culture of respect for all staff and service users, promote positive practice and value the diversity of individuals and communities. 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 (race, disability, gender, sexual orientation, age, religious or other belief, marriage and civil partnership, gender reassignment and pregnancy and maternity) and those who do not share it.

As part of its development this document and its impact on equality has been analysed and no major impact has been identified.

**Associated documents**

The force majeure policy should be read in conjunction with the dental contract management policies:
- Mid year and end of year policy
- Variations and terminations policy
- Death of a dental contractor policy
- Statement of financial entitlement (GDS and PDS)

**References**

- GDS Contracts Regulations 2005
- 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
Background

1. A force majeure event is one which is beyond the reasonable control of either the commissioner or the contractor that could not have been avoided or mitigated with reasonable care and where the event has had a material effect on the fulfilment of the contract.

2. Examples of events that may invoke the force majeure clause are as follows;
   a. Fire
   b. Flood
   c. Severe weather conditions and for which precautions are not ordinarily taken to avoid or mitigate the impact;
   d. Industrial action which significantly affects the provision of public services or services upon which the party is reliant;
   e. Death of a significant performer or close relative;
   f. Pandemic disease or circumstances that might otherwise be considered “an act of God”;
   g. War;
   h. Civil war (whether declared or undeclared);
   i. Riot or armed conflict
   j. Radioactive, chemical or biological contamination
   k. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed
   l. Acts of terrorism
   m. Explosion.

3. Throughout the policy the term dental relief is used. Dental relief is used as an outcome measure that will effectively determine whether or not to permit an element of carry forward activity to the following financial year and based on the decision that the area team makes when assessing a contractor’s claim under a force majeure event, where there has been an inability to deliver the contractual activity required. The policy provides templates and below are the criteria, processes and examples of what would constitute a force majeure event. There is also a calculator and methodology provided for calculating the amount of dental activity that can be carried forward.

4. If the area team is satisfied that all reasonable efforts have been made to mitigate against the consequences of the force majeure event, the area team may allow the contractor to carry forward to the new financial year a number of unfulfilled units of dental activity (UDAs) which it is estimated, were not delivered as a direct result of the force majeure event. It is expected that any activity carried forward will be delivered fully within the new financial year.
5. Neither the GDS contract nor the PDS agreement makes provision for financial compensation or dispensation to be awarded to the contractor so carry forward activity will be permitted where it is felt that the force majeure event impacted on the contractor’s ability to deliver their contractual obligations.

6. In order to be considered for dental relief a contractor must have followed the correct procedure of notifying the area team which is detailed below and then at year end submitting the claim form that is provided in annex two. The responsibility for submitting a claim is solely that of the contractor. Any claim that is made must also meet the criteria that are listed within the policy in order to be considered by the area team.

Circumstances of force majeure event

7. In considering claims for dental relief it is important to take into account the event and the point in the financial year when it took place.

8. Claims for relief in respect of planned or anticipated events should not be considered because while they may affect service delivery in the short term, the contractor is contractually bound to make adequate provision to ensure any lost activity due to known events is recovered before 31 March of the year in question.

9. It is entirely reasonable to expect a contractor to make arrangements to ensure that activity lost through an unplanned event occurring at the beginning or middle of the financial to ensure the lost activity is recovered and the contract is delivered in full by 31 March and in all circumstances can be accommodated within the 4% tolerance of delivery of activity.

10. The following is a list of examples of events or circumstances where the claim for relief may be considered but it is not exhaustive.

Possible events or circumstances for dental relief claims:

Death of a performer or sole provider

11. In such circumstances it is understood that there may be a temporary interruption of services while arrangements are put in place to secure the successor to the business and/ or engage the services of a clinician to resume service provision. Please also refer to NHS England’s death of a dental contractor policy in this situation as this provides clarity around contract continuations even when held by a single handed provider.
Death or sudden serious illness of a close relationship of a significant performer
12. Death of a significant performer or close relative which occurs late in the contractual year resulting in insufficient time to:
   a. Fill the post; or
   b. make up shortfall in activity by year-end.

Significant period of absence due to accident or sudden serious ill health of a significant performer
13. If a performer responsible for a significant proportion of the contracted activity has an accident or is suddenly taken ill and is unable to deliver the service for a significant period of time in the last quarter of the financial year the area team may consider that this is a circumstance for which relief may be considered.

Physical damage to premises
14. Physical damage to premises from which the dental service is delivered rendering it impossible and/or an unsafe environment from which to deliver care over a period such as the following;
   a. Fire causing significant damage which prevents the premises from being used over a prolonged period of time,
   b. Flood causing significant damage which prevents the premises from being used over a prolonged period of time;

Essential services failure
15. For example in the event of a power failure or the water supply being turned off the result of which is to render it impossible for the primary care dental service to be delivered.

Pest infestation
16. Where the infestation would render the delivery of the service impossible from the premises where they must be closed for a period to treat the infestation and/or repair damage that has been incurred.

Significant adverse weather
17. Significant adverse weather for which precautions are not ordinarily taken to avoid or mitigate the impact and which result in damage to the premises which prevent their use over a period of time (minimum 3 week period), such as following a hurricane.
Prolonged industrial action

18. Industrial action over a prolonged period of time which significantly affects the provision of public services or services upon which the contractor is reliant.

Unacceptable events or circumstances for dental relief claims

19. The following is a list of examples of events or circumstances where the claim for relief should not be considered but is not exhaustive:

Refurbishment of premises

20. It is expected that providers of primary dental care services are able to deliver a high standard of quality care from premises which meet the requirements of the care quality commission (CQC) underpinned by legislation such as the Equality Act 2010. Premises should also meet the requirements of infection control and decontamination as detailed in the health technical memorandum 01-05 (HTM 01-05) produced by the department of health.

21. Claims in respect of interruption to service as a result of refurbishment or renovation will therefore not be considered as relevant circumstances in which relief should be given for failure of contractual obligations.

Adverse weather

22. Severe weather in the UK, particularly during the winter months when snow and ice may be prevalent for varying periods of time, is considered normal and therefore does not constitute exceptional circumstances for which contractors may be given relief regardless of any inconvenience it may cause.

Planned events

23. Elective surgery, annual leave, weddings and such like are events that are occurrences for which prior notification is always required. They are therefore by their nature planned events and it is expected that the contractor will make the necessary provision to ensure the service continues to be delivered in the absence of the performer.

Long term sickness, maternity & paternity leave

24. As above it is expected that the contractor will make necessary provision for the continuation of the service in the performer’s absence. Contractors are
Evidence

25. Contractors must provide evidence of the force majeure event and the impact that it has had on service provision when they submit their claim at year end.

26. Examples are as follows;
   a. Copy of a death certificate;
   b. Letter from the treating medical professional, hospital or treatment centre, confirming the diagnosis or condition of the performer in question and the period for which it considers the individual should be absent from work;
   c. Photographs of damage to premises, dated invoices or estimates for repair, photocopy of day book evidencing the practice closure;
   d. Written confirmation from a utilities company regarding services being cut off due to the force majeure circumstances.

27. Following the review of any claim for dental relief, the area team should return any supporting personal information to the contractor or agree to dispose of it appropriately.

Contract compliance

28. All contractors are obliged under the terms of their contract to promptly notify the area team of a force majeure event, detailing the cause or event, what service provision is being delayed or prevented and what action(s) within their power they are taking in order to comply with the terms of the contract as fully and promptly as possible.

29. Failure to notify the area team will render any claim for dental relief invalid. This may mean that the contractor is in breach of their contract as a result of under delivery of their contracted activity which will not be mitigated against upon as a result of the force majeure event occurring.

Clinical governance & risk management

30. If the consequence of the provider's failure to deliver services is significant and poses a risk to patient safety or the efficiency of the wider primary care services, the area team may wish to consider recording the incident on the risk register or invoke its termination rights.
Claims for relief

31. Claims for relief cannot be considered until the year end data produced by NHS BSA has been released to both contractors and commissioners. It will be the responsibility of the contractor to submit a claim for relief and not for the area team to pursue this with the contractor.

On receipt of claims for relief the area team should consider the following:

32. Was the area team advised promptly of the event using the template provided?
33. Were there satisfactory business continuity plans in place to help mitigate the consequences of the force majeure event?
34. Was it demonstrated that all steps that were reasonably practicable were taken to ensure continuity of patient care during the period in which relief is being claimed for?

Process for claiming dental relief

35. On receipt of a notification from a provider that a force majeure incident has occurred, the area team will send the contractor an electronic copy of the formal preliminary notice of force majeure that is contained within annex 2.

36. The area team will also explain the process for making a claim for dental relief.

37. On receipt of the completed notification form from the contractor, the area team will send the contractor the template confirmation letter in annex 3 and the template claim form in annex 4 advising the contract holder that they must submit their claim for relief using the template sent to them by date specified in mid-July when the year-end data is available from NHS BSA. It is the responsibility of the contract holder to submit a claim and not for the area team to request or chase for a claim.

38. Any claims must be submitted using the template provided in annex 4. The template must be completed in full providing details of the force majeure event, the impact on service delivery, the period over which service was interrupted and the action taken to mitigate the impact of the event. The claim template must be accompanied with supporting evidence in order for the area team to assess and award any relief.

39. On receipt of each claim the area team will check for completeness and allow five working days for the contractor to clarify or provide additional information.
or supporting evidence as requested. The contractor should be advised that if the requested information is not forthcoming by the due date the claim may not be considered.

40. The area team will record the status of the claim and acknowledge receipt of the claim. They will also notify the contractor of the date by which they may expect to be advised of the decision.

41. The area team will assess the evidence provided in the claim and make a decision whether or not to award relief on the basis of this. If a decision is made to award a claim for dental relief, a template calculator for determining the level of relief has been provided in annex 5. Any discussions and decisions taken must be formally recorded and signed off by the head of primary care or a delegated senior manager. The decision must be communicated to the provider by the date advised.

Calculating dental relief

42. Calculation of the appropriate level of relief that a contractor is allowed should be based on the activity that the performer(s) would normally deliver in the course of a day. This should be evidenced based and recorded on the claim form by the contractor.

43. Reference should therefore be made to the report produced by the NHS BSA at year end entitled Year End Statement of Activity which identifies activity (including amendments) collected from FP17s in any of the fifteen schedule months from 1 April to 30 June where the date of completion of a course of treatment is on or between 1 April and 31 March. This report identifies the activity delivered by every performer listed under the contract in the full financial period.

44. Calculation of dental relief should take account of the number of working days the performer(s) has been engaged in delivering NHS dental care under the contract in the course of the financial period which will exclude the days that the performer could not work due to the force majeure event. If employed for a full financial year this equates to 240 days. So for example, in the case of a performer who has worked full time from 1 April to 31 March and delivered 3000 UDAs/UOAs the estimated daily average will be 12.50. If he/she did not work for a period of five days as a consequence of the force majeure event, the lost activity is calculated to be 62.5 UDAs/UOAs. This would be pro rata for a part time performer. There is a template in annex 5 for calculating lost activity.
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45. Where the whole practice is closed then the total UDAs/UOAs delivered divided by the number of days the practice was actually open would provide the daily amount. Area teams should remember that some dental practices are only open or provide NHS care for part of the week.

Appeals

46. If on consideration of the information and evidence provided, NHS England does not approve the claim for dental relief the contractor has the right to appeal.

47. A contractor wishing to appeal the decision or contest the extent to which dental relief has been granted, must do so in writing to the area team within 20 working days of receiving the advice.

48. The appeals route will be determined by the NHS body status of the contract holder so do ensure that the GDS contract or PDS agreement is checked to inform the area team of the dispute route that is to be taken.

Payment and contract system

49. The area team will need to record any carry forward activity that was granted on the payment and contract system.

50. Where dental relief was not granted, a repayment plan needs to be agreed, in writing, between the area team and the contractor and detailed on payments on line.
**Annex 1: Abbreviations and acronyms**

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
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<tbody>
<tr>
<td>A&amp;E</td>
<td>accident and emergency Association of Public Health Observatories (now known as the Network of Public Health Observatories)</td>
</tr>
<tr>
<td>APHO</td>
<td>Alternative Provider Medical Services</td>
</tr>
<tr>
<td>APMS</td>
<td>area team (of the NHS Commissioning Board)</td>
</tr>
<tr>
<td>AUR</td>
<td>appliance use reviews</td>
</tr>
<tr>
<td>BDA</td>
<td>British Dental Association</td>
</tr>
<tr>
<td>BMA</td>
<td>British Medical Association</td>
</tr>
<tr>
<td>CCG</td>
<td>clinical commissioning group</td>
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<tr>
<td>CD</td>
<td>controlled drug</td>
</tr>
<tr>
<td>CDAO</td>
<td>controlled drug accountable officer</td>
</tr>
<tr>
<td>CGST</td>
<td>NHS Clinical Governance Support Team</td>
</tr>
<tr>
<td>CIC</td>
<td>community interest company</td>
</tr>
<tr>
<td>CMO</td>
<td>chief medical officer</td>
</tr>
<tr>
<td>COT</td>
<td>course of treatment</td>
</tr>
<tr>
<td>CPAF</td>
<td>community pharmacy assurance framework</td>
</tr>
<tr>
<td>CQC</td>
<td>Care Quality Commission</td>
</tr>
<tr>
<td>CQRS</td>
<td>Calculating Quality Reporting Service (replacement for QMAS)</td>
</tr>
<tr>
<td>DAC</td>
<td>dispensing appliance contractor</td>
</tr>
<tr>
<td>Days</td>
<td>calendar days unless working days is specifically stated</td>
</tr>
<tr>
<td>DBS</td>
<td>Disclosure and Barring Service</td>
</tr>
<tr>
<td>DES</td>
<td>directed enhanced service</td>
</tr>
<tr>
<td>DH</td>
<td>Department of Health</td>
</tr>
<tr>
<td>EEA</td>
<td>European Economic Area</td>
</tr>
<tr>
<td>ePACT</td>
<td>electronic prescribing analysis and costs</td>
</tr>
<tr>
<td>ESPLPS</td>
<td>essential small pharmacy local pharmaceutical services</td>
</tr>
<tr>
<td>EU</td>
<td>European Union</td>
</tr>
<tr>
<td>FHS</td>
<td>family health services</td>
</tr>
<tr>
<td>FHS AU</td>
<td>family health services appeals unit</td>
</tr>
<tr>
<td>FHSS</td>
<td>family health shared services</td>
</tr>
<tr>
<td>FPC</td>
<td>family practitioner committee</td>
</tr>
<tr>
<td>FTA</td>
<td>failed to attend</td>
</tr>
<tr>
<td>FTT</td>
<td>first-tier tribunal</td>
</tr>
<tr>
<td>GDP</td>
<td>general dental practitioner</td>
</tr>
<tr>
<td>GDS</td>
<td>General Dental Services</td>
</tr>
<tr>
<td>GMC</td>
<td>General Medical Council</td>
</tr>
<tr>
<td>GMS</td>
<td>General Medical Services</td>
</tr>
</tbody>
</table>
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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: Contractors preliminary notice of force majeure event

This template must be submitted to the area team should an unplanned event occur due to circumstances or events beyond the reasonable control of one of the contracting parties that could have a detrimental impact on service provision and may result in underperformance as at year end.

Notification must be provided to the area team within three working days of its occurrence.

The template should be typed to ensure legibility and emailed to the area team to avoid the possibility of it being lost in the post.

The area team will record that the event has happened and provide the contractor with an acknowledgment letter.

No evidence is required at the preliminary advice stage but will be required should a claim formally be submitted for consideration at year end.
# Force majeure - Notification of an unplanned event

<table>
<thead>
<tr>
<th>Date notified</th>
<th></th>
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<tbody>
<tr>
<td>Practice address</td>
<td></td>
</tr>
<tr>
<td>Contract number</td>
<td></td>
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</tbody>
</table>

I/we refer to clause 372 of the GDS OR 350 PDS contract underpinning provision of primary care general dental services OR personal dental services at the above location and write to notify you that as a result of the unforeseen event detailed below it may not be possible to deliver the contracted activity to 96%, the minimum level of attainment required as per Clause 84 of the contract.

<table>
<thead>
<tr>
<th>Date(s) of event</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of event</td>
<td></td>
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</tbody>
</table>

| Potential number of UDAs that could be lost |  |
| Action being taken to mitigate loss of service |  |
Annex 3  Acknowledgement of contractor notification

Dear xxx,

**Notification of unplanned event**

**Contract number:**
**Practice address:**

Thank you for advising the area team of an unplanned event which may affect delivery of the activity you are contracted to deliver in the current financial year. We duly note this. It is however expected that you will endeavour to make up any shortfall in activity between now and the end of the financial year.

I would advise you that if the NHS BSA year-end data confirms that the contract delivers the threshold of 96% no further action will be required. However if the data shows that attainment has fallen below the required level you may wish to submit a claim which would enable us to review the incident and potentially grant you an element of dental relief to carry over to next years activity as a result of the lost resource that you incurred as a result of the reported unplanned event.

As you will be aware the year-end data will be available at the end of June/beginning of July. On receipt of this you will need to decide whether or not you wish to lodge a claim for dental relief. If you do not submit a claim the area team may issue a breach notice and apply a repayment plan to your contract in respect of the under delivery.

I must point out that no financial compensation can be given but if your claim for dental relief is successful you will be allowed to carry forward the number of UDAs/UOAs it is calculated that could not be delivered by the performer(s) due to the unplanned event. The activity will be calculated by the commissioning team based on the performer activity report produced by NHS BSA which reflects the number of UDAs/UOAs delivered by each performer across the year.

I have included a copy of the claim form for your information.

Yours sincerely
NHS England
Dental force majeure policy

Annex 4 Claim form and letter

Force majeure

Claim for relief of an unplanned event

<table>
<thead>
<tr>
<th>Practice address</th>
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<table>
<thead>
<tr>
<th>Contract number</th>
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<table>
<thead>
<tr>
<th>Date(s) of event</th>
<th>Date event notified to area team</th>
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<table>
<thead>
<tr>
<th>Description of event</th>
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<table>
<thead>
<tr>
<th>Action taken to mitigate damage/disruption</th>
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<tr>
<td>Name of performer(s) whose activity was lost during the event</td>
<td>Date the performer was attached to the contract if not in post on 1 April</td>
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Supporting evidence attached (please list)
NB Failure to provide evidence may result in the claim not being considered

For official use

Contract value

% contract delivered in previous financial year
### Annex 5 - Template for calculating lost activity

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<th>Contract No</th>
<th>Name of contractor</th>
<th>Performer name</th>
<th>Contracted UDA</th>
<th>Performer working days/week</th>
<th>Total working days</th>
<th>Days absent</th>
<th>Days worked</th>
<th>Average UDA per day</th>
<th>UDAs lost through absence</th>
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Dear xxx,

**Notification on outcome of claim for dental relief**

Contract number:  
Practice address:  

I refer to your recent claim for dental relief in respect of the force majeure event that you suffered [insert date] which you believe affected your ability to deliver your contractual activity in full.

I would like to advise you that following a review of your claim and the supporting evidence that you submitted to the area team, that you are able to carry forward XXX UDAs/UOAs into [insert financial year].

I hope that you are satisfied with this decision but should you wish to appeal you need to do so in writing within 20 working days of the date of this letter. The appeal will be dealt with in accordance to your NHS body status. [NHS England to confirm the options available].

If I do not hear from you I will assume you accept the decision that has been made.

I will write to you again in the near future to confirm the contract’s attainment at year end, taking into account the decision to grant relief.

If you have any questions, please do not hesitate to contact me.

Yours sincerely
NHS England
Dental force majeure policy

Annex 6   Notification to contractor on outcome of claim for dental relief - declined

Dear xxx,

Notification on outcome of claim for dental relief

Contract number:
Practice address:

I refer to your recent claim for dental relief in respect of the force majeure event that you suffered on [insert date] which you believe affected your ability to deliver your contractual activity in full.

I regret to advise you that following a review of your claim and the supporting evidence that you submitted to the area team, the decision is not to grant dental relief in this instance for the following reasons:

- (insert reasons for refusal)

I hope that you are satisfied with this decision but should you wish to appeal you need to do so in writing within 20 working days of the date of this letter. The appeal will be dealt with in accordance to your NHS body status. [NHS England to confirm the options]

If I do not hear from you I will assume you accept the decision that has been made.

I will write to you again in the near future to confirm the contract’s attainment at year end and any impact that this decision may have on your contract.

If you have any questions, please do not hesitate to contact me.

Yours sincerely
### Version control tracker

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<th>Author Title</th>
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<td>Primary Care Commissioning</td>
<td>Approved</td>
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