Policy for termination of primary dental care contracts and agreements
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Standard operating policies and procedures for primary care

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Policy for termination of primary dental care contracts and agreements

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### Cross Reference

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To note.

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### Document Status

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## 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.

Termination is a highly significant action to take, on the part of the area team and of the contractor, and is an area of high risk for both parties in respect of financial impact and continuity of services. The National Health Service (General Dental Services Contracts) Regulations 2005, schedule 3, part 9 and The National Health Service (Personal Dental Services Agreements) Regulations 2005 schedule 3, part 9 deal specifically with the termination of contracts and agreements and state the requirements and processes that need to be followed in each instance.

This policy and guidance will ensure that contract and agreement terminations follow a consistent, fair and proportionate approach.

## 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 termination of general dental services (GDS) contracts or personal dental services (PDS) agreements.

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 assurance, dental variations, force majeure, death of a contractor and dental incorporation policy.

4 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 termination of a primary dental services contract or agreement, whether this is by agreement, initiated by the area team or by the contract or agreement holder.
The process and procedure may vary dependent on who initiates the termination. The processes are set out clearly in the policy text for all scenarios relating to General Dental Services (GDS) Contracts and Personal Dental Services (PDS) agreements.

### Scope

The policy looks at what would constitute a contract or agreement termination and provides detailed guidance and template letters on issuing a termination notice, allocation of patients part way through treatment, financial recovery and adjustments required to the payment system.

The policy covers both GDS and PDS arrangements. It provides guidance on the management of termination requests either initiated by the contractor or the area team.

#### 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 commissioning when steps are being taken to manage the situation where a contract or agreement is being terminated.

Termination of a contract whether by agreement or by notice is a difficult and time consuming issue, with implications for the patients, contractor and area team including a financial risk to the area team.

When area teams are considering the termination of a contract or agreement they must ensure that the director of commissioning and
relevant clinical support and advice has been sought and any other relevant governance committee has signed off the decision to terminate.

Where the request has come in from the contract holder then the director of primary care must be informed of the request to terminate.

The termination process is managed within the area team by the head of primary care or staff with responsibility for managing dental contracts. Clinical advice can be sought where appropriate from the dental adviser or other relevant clinical support as identified by the medical director.

### Corporate level procedures

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.

### 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.

27 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 incorporation policy
- Dental variations 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
- 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
Introduction to termination and sanctions of GDS contract or PDS/PDS Plus agreement

1. Termination is a significant action to take, on the part of the area team and of the contractor, and is an area of risk for both parties in respect of financial impact and continuity of services.

2. The National Health Service (General Dental Services Contracts) Regulations 2005, schedule 3, part 9 and the National Health Service (Personal Dental Services Agreements) Regulations 2005 schedule 3, part 9 deal specifically with the termination of contracts and agreements and state the requirements and processes that need to be followed in each instance.

3. It is essential that, before moving to terminate a contract or agreement, the area team is satisfied that it is fully within its rights to do so and they must ensure that the head of primary care and any other relevant governance committee of the area team have signed off the decision to terminate. Termination may be based on a number of grounds within either the GDS contract or PDS agreement. Termination can be by agreement, instigated by either the contractor or the area team. The termination notice should be served with a minimum of 28 days notice, unless a shorter notice period is agreed by all parties.

4. The only exception is where an immediate termination of the contract or agreement is necessary, and then the notice period is waived.

5. Regardless of the nature of the termination there are certain considerations which need to be given in all circumstances.

Patients

6. Consideration needs to be given to patients who are part-way through a course of treatment and the implications of this, as the patient will become liable for additional fees and charges when having to move practices mid-way through a course of treatment due to the termination of the contract or agreement.

7. During any communication with the contractor during a termination process the contractor should be asked to prioritise the completion of current patients in treatment before starting any new courses of treatment to minimise the financial impact on the current contractor, the patient and the area team.

8. The contractor, when considering opening any new course of treatment during the notice period, should inform the patient before starting any course of treatment that they may not be able to complete the treatment because of the contract ending and the likelihood of this occurring. For instance, if what
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is proposed is complex band 2 or 3 treatment and it is not completed, the patient will need to seek treatment at a new dental practice, which will incur an additional cost to the patient as they will have to pay again for completion of the course of treatment. By informing patients they are then able to make an informed decision regarding treatment. Patients should be supported in finding a new dental practice by the contractor by directing them to local practices accepting NHS patients, to NHS choices, or to the area team dental helpline where these exist.

9. Where the termination of the contract includes patients undergoing orthodontic treatment, the area team should work with other orthodontic practitioners in the area to agree a transfer of cases to them, together with any associated financial considerations that may be necessary.

10. Where the area team is undertaking a re-procurement of orthodontic services as a replacement service, the service specification should include the transfer of patient cases to the new provider(s).

Finance

11. In all cases there is a requirement for a financial reconciliation to be carried out for the contract and closure of the payments and contract system. See paragraphs 80 – 83 for further details.

Dispute Resolution

12. Where a dispute arises out of or in connection with the contract or agreement which cannot be resolved locally, then either party may refer to the NHS dispute resolution process (or where applicable, before commencing court proceedings) in relation to determining the ‘served’ termination notice.

13. Area teams should note, depending on whether the contract or agreement is a NHS contract or non-NHS contract will determine who may or may not refer a dispute to the NHS dispute resolution process. See Part 4, Health Service Body Status of the GDS and PDS regulations for further information about NHS and non-NHS contracts.

14. For further information about the dispute resolution process area teams should refer to Schedule 3, Part 7 of the above mentioned regulations.

15. It is essential that area teams maintain thorough and accurate records of all communications and discussions in respect of all notices under this policy.
Performers list

16. The area team will need to ensure that any appropriate updates are made to the performers list as a result of the termination. Colleagues should reference the framework ‘managing performer concerns’.

Termination of a GDS contract or PDS/Plus agreements

17. The sections below detail the circumstances set out in the regulations dealing with termination and consider how to deal with each situation when either a contractor or the area team exercises its appeal rights.

Termination by agreement (GDS and PDS)

18. Schedule 3, part 9, para 64 and 62 and of the GDS and PDS regulations allow for termination by agreement. The contractor and the area team may agree in writing to terminate the contract or agreement.

19. Both parties must agree the date on which that termination should take effect and any further terms upon which the contract should be terminated.

20. The area team should:
   a. Notify the area team head of primary care of the termination request
   b. Discuss with the contractor all necessary patient communication (as outlined above in paragraphs 6-10)
   c. Confirm in writing the agreed date of termination and any agreed terms to the contractor – template notice in annex 2

Termination on the death of an individual dental practitioner

21. There are processes to follow if there is a death of a contractor and these are dealt with in detail in the ‘death of a dental contractor’ policy.

Termination by the contractor (GDS and PDS)

22. Schedule 3, part 9, clauses 66 and 64 of the GDS and PDS regulations allow a contractor to terminate the contract or agreement by serving notice in writing to the area team at any time.

23. The process for the area team to follow on receipt of the notice is to:
   a. Acknowledge the receipt of the termination notice (annex 3)
   b. Notify the area team head of primary care of the termination request
   c. Discuss with the contractor all necessary patient communication (as outlined above in paragraphs 6–10)
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d. Confirm the termination date of the contract or agreement which
will be three months after the date on which the notice was served
by the contractor. If that date is not the last calendar day of a
month, the contract shall instead terminate on the last calendar day
of the month in which the termination date falls, for example if the
notice is served on 17 July then the termination would take effect
on 31 October (annex 4)

24. Termination by the contractor under clauses 66 and 64 of the GDS or PDS
regulations is without prejudice to any other rights to terminate the contract
that the contractor may have.

Late payment notices: leading to termination (GDS and PDS)

25. Schedule 3, part 9, clauses 65 and 67 of the GDS and PDS regulations allow
for a contractor to give in writing a late payment notice to the area team, if the
area team has failed to make any payments due to the contractor in
accordance within the terms of the contract or agreement.

26. The notice must specify within it, the payments that the area team has failed
to make and the regulation to which it/they relate(s).

27. On receipt of the late payment notice the area team can:
   a. Arrange for relevant payment to be made
   b. Not make the relevant payment
   c. Commence the relevant dispute resolution process within 28 days
      of receipt of the late payment notice.

28. In all circumstances above the area team should communicate their decision
to the contractor in writing.

29. If the area team does not make the payment, after 28 days have passed the
contractor may terminate the contract by a further written notice to the area
team.

30. If the area team refers the matter to a dispute resolution procedure within 28
days of the date on which it is served with the late payment notice and it
notifies the contractor in writing that it has done so within the 28 days, the
contractor may not terminate the contract until:
   a. There has been a determination of the dispute pursuant and that
determination allows the contractor to terminate the contract; or
   b. The area team ceases to pursue the NHS dispute resolution
procedure (whichever is sooner)

31. If the area team makes the relevant payment within 28 days then the
contractor can take no further action.
32. Termination by the contractor under clauses 65 and 67 of the GDS or PDS regulations is without prejudice to any other rights to terminate the contract that the contractor may have.

**Termination by the area team (GDS and PDS)**

33. Under Schedule 3, part 9, clauses 68–74 of the GDS regulations and clauses 66–72 of the PDS regulations, the area team can terminate the contract or agreement on the following grounds:
   a. General (GDS and PDS)
   b. No longer eligible to enter into and breach of conditions of the contract (GDS only) (see annex 12 for eligibility to hold a primary services dental contract)
   c. For provision of untrue etc. information (GDS and PDS)
   d. Patient safety and material financial loss (GDS and PDS)
   e. Remedial notices and breach notices (GDS and PDS)
   f. Additional provisions specific to contracts with two or more individuals practising in partnership, dental corporations, or limited liability partnerships (GDS and PDS)

34. Outlined below are the details under each section and the process for the area team to follow.

35. Process for area team to follow:
   a. Inform the area team head of primary care and other relevant governance committee(s) of the request to terminate contract and obtain their approval to proceed including relevant clinical advice.
   b. Issue a termination notice containing all relevant information (template notice at annex 5)
   c. Reason for termination process (relevant regulatory or contract/agreement clauses as outlined below)
      i. Date of notice period
         1. Immediate (patient safety or material risk to area team) or allowed by regulation (no longer eligible to enter into a contract)
         2. Minimum 28 days up to 6 months
         3. Specified by regulations
   d. Any other required terms – such as patient communication
   e. Agree a communication plan and timescale such as the notification of change to local healthwatch
   f. Right to refer termination to NHS dispute resolution process
   g. Request receipt of termination notice and provide return envelope
   h. Reasons for termination by area team
General (GDS and PDS)

36. The regulations state that a GDS contract or PDS agreement can only be terminated for one of the reasons provided for in schedule 3, part 9 which are listed under 33 above.

No longer eligible to enter into and breach of conditions of the contract (GDS only)

37. The area team may only terminate the contract in accordance with these clauses where:

Individual

38. Where a contract is with an individual dental practitioner and they no longer satisfy a person eligible to enter into a GDS contract (a dental practitioner) then the area team must serve a termination notice unless the dentist is under suspension, in which case the area team must not terminate the contract unless:

a. The contractor is unable to satisfy the area team that they have in place adequate arrangements for the provision of dental services under the contract for so long as the suspension continues; or
b. The area team is satisfied that the circumstances of the suspension are such that if the contract is not terminated immediately:
   i. the safety of the contractor's patients is at serious risk; or
   ii. the area team is at risk of material financial loss.

39. The area team should note that suspension from the performers list does not preclude an individual contractor from holding a contract. The suspension precludes performing dental services not the provision of them.

Partnerships

40. Except in a case where one member of a partnership dies, where the contractor is two or more persons practising in partnership, and the conditions relating to that partnership change and are no longer eligible to hold a GDS contract, (such as the leaving partner being dental practitioner or if they are suspended) then the area team can serve notice, either immediately, or allow the contract to continue for an interim period for a period of no longer than 6 months, or for the suspension period if they are satisfied that the contractor has in place adequate arrangements for the provision of dental services for the interim period.
Body corporates

41. Where the contract was entered into with a dental corporation but changes within the composition of the corporation mean that they no longer meet the requirements of a body corporate (see incorporation policy) the area team shall serve notice in writing to the contractor terminating the contract immediately.

Limited Liability Partnerships

42. Where the contract was entered into with a limited liability partnership and they cease to be a limited liability partnership or their composition no longer satisfies the conditions of a limited liability partnership the area team shall serve notice in writing on the contractor terminating the contract forthwith.

Termination by the area team for the provision of untrue information (GDS and PDS)

43. The area team may serve notice in writing to the contractor terminating the contract immediately or from a specified date if, after the contract has been entered into it comes to the attention of the area team that written information provided to them by the contractor:
   a. before the contract was entered into; or
   b. when providing details of new partners to the existing partnership provided untrue information in relation to their application.

44. Examples may be the failure to declare a criminal conviction, or providing misleading information about clinical qualifications.

Termination by the area team on grounds of suitability etc. (GDS and PDS)

45. The area team can serve a termination notice to a contract or agreement holder when an individual contactor, partner within a partnership, a body corporate or their director, chief executive or secretary, or a limited liability partnership or any member of the limited liability partnership during the existence of the contract or agreement no longer remains eligible to hold a GDS contract or PDS agreement as per GDS and PDS regulations - see schedule 3, part 9, clause69 PDS and clause71 GDS regulations.

46. The reasons for becoming ineligible are outlined in annex 12

47. The notice period of the termination notice may depend on the reason for the ineligibility, such as in the case of a member of the NHS family. This can be up to 3 months or can be immediate if convicted for murder.
Termination by the area team: patient safety and material financial loss (GDS and PDS)

48. The area team may serve notice in writing on the contractor terminating the contract immediately or with a specified date if:

a. The contractor has breached the contract or agreement and as a result of this the safety of the contractors patients is put at serious risk if the contract is not terminated or
b. The contractor’s financial situation is in a position where it could put the area team at risk of a material financial loss.

Termination by the area team: remedial notices and breach notices (GDS and PDS)

49. Schedule 3, part 9, clauses 73 and 71 of GDS and PDS regulations allow for the area team to issue remedial and breach notices when it comes to the attention of the area team that the contractor has breached clauses of their contract or agreement

Remedial notices

50. Where a contractor has breached one or more clauses of their contract or agreement other than those covered by this policy and the breach(es) are capable of remedy (that is it can be made right), the area team should serve a remedial breach notice on the contractor requiring it to remedy the breach or breaches committed. Such an example of a remedial breach may include the blocking of a fire exit, poor storage of patient records or non-compliance with decontamination requirements.

51. If the breach is not remedied as per the remedial notice the area team is able to issue a termination notice based on failure to comply with remedial notice.

Breach notices

52. Where a contractor has breached a clause of their contract or agreement other than those covered by termination by the area team: for provision of untrue information, grounds of suitability and patients safety and material financial loss; and the breach is not capable of remedy, the area team may serve a breach notice on the contractor requiring the contractor not to repeat the breach. Examples of breaches include closing during contractual hours and under-delivery of contractual activity.

Repeat of breaches

53. If following a breach notice or a remedial notice, the contractor repeats the breach that was the subject of the original notice, or continues breaching the contract even if these are different breaches and as such creates a
cumulative breach effect, the area team can terminate the contract if it considers that to allow the contract to continue would be prejudicial to the efficiency of the services to be provided under the contract.

54. Process for area team:
   a. Breach of clause of contract or agreement is discovered
   b. Area team may have or have previously had an informal conversation with contractor in the first instance but they can immediately issue a remedial or breach notice based on the outcomes of this conversation. Contractors should be advised that although this is an informal conversation if the area team believes that he/she is in breach of their contract then formal action will be taken which may result in a contract sanction in terms of issuing a remedial or breach notice
   c. If the contractor does not comply with the area team’s request to remedy a breach or repeats the breach, the area team can issue a remedial or breach notice and be informed that the cumulative effect of remedial and breach notices can be termination of contract or agreement
   d. Remedial or breach notices are to be signed by area team head of primary care or person with delegated authority
   e. Notices should contain (template notices are at annex 6 and 8)
      i. Detail of breach
      ii. For remedial notices the remedy required including timescale (minimum 28 days unless exceptional circumstances require a shorter period) and
      iii. For remedial and breach notices the requirement not to repeat the breach
   f. Right to refer to NHS dispute resolution process
   g. Receipt acknowledgement

55. Notices to be sent by recorded post and/or electronic mail. When using the latter the area team should ensure that delivery and read receipts are recorded.

56. If the remedial notice is not complied with, the area team can terminate the contract giving 28 days notice.

57. If the breach is repeated or additional clauses are breached the area team can issue a termination notice based on cumulative effect (annex 5).

Sanctions in regards to breach of contract or agreement

58. If the contractor is in breach of any obligation and a breach notice or a remedial notice in respect of that breach has been given to the contractor, the area team may withhold or deduct monies that would otherwise be payable
under the contract in respect of that obligation which is the subject of the breach. This would be actioned via the payment and contract system.

**NHS Dispute resolution process – termination by area team**

59. Where the area team issues the contractor with a termination based on the above clauses, unless in specific circumstances, they must provide a notice period of at least 28 days. If during that notice period they are informed in writing by the contractor that they are referring the matter to the NHS dispute resolution process then the area team is not able to proceed with the termination until:

   a. A determination is made which allows for the area team to terminate the contract or agreement or
   b. The contractor no longer pursues the matter through the resolution process (whichever is sooner)

60. However if the area team believes that it is necessary to terminate the contract before a determination has been made on the grounds of patient safety or material financial loss then the area team may proceed with the termination at the specified period in the termination notice

**Additional provisions specific to contracts with two or more individuals practising in partnership and dental corporations and limited liability partnerships (GDS and PDS) leading to termination**

61. Process for area team to follow:

62. Dental corporations
   a. Where the area team identifies that a dental corporation is carrying out any business which is detrimental to the performance of its obligations under their contract or agreement the area team is entitled to terminate the contract or agreement by notice and in writing.
   b. Inform the area team head of primary care and other relevant governance committee and proceed to serving the notice
   c. The notice shall contain;
      i. cause for termination
      ii. notice period of 28 days to cease carrying on that business
      iii. if the area team are not satisfied that the activity has ceased they can issue a termination notice (annex 5) which should be signed off by the area team head of primary care and other relevant governance committee

63. If the area team identify that the composition of the body corporate is no longer eligible to provide services under the Dentist Act they should issue a termination notice with immediate effect.
64. Partnerships / limited liability partnerships

a. where an area team identifies that one or more of the partners or members have left the practice during the existence of the contract and the change to the membership is, in the reasonable opinion of the area team, likely to have a serious adverse impact on the ability of the contractor or the board to perform its obligations under the contract, the area team is entitled to terminate the contract or agreement by notice and in writing.

b. inform the area team head of primary care and other relevant governance committee and proceed to serving notice

c. issue a termination notice (annex 5)

Contract or agreement sanctions not related to breach notices (GDS and PDS)

65. Schedule 3, part 9, clauses 75 and 73 of the GDS and PDS regulations allow for sanctions to be applied to contracts or agreements as an alternative to a termination notice. As an alternative to terminating a contract or agreement, the area team may in certain circumstances apply sanctions.

66. Sanctions may involve:

a. Termination of reciprocal arrangements under the contract or agreement;

b. Suspension of specified reciprocal arrangements under the contract; or

c. Withholding or deducting monies otherwise payable under the contract or agreement.

67. Under the GDS regulations area teams are not entitled to impose any contract sanction that has the effect of terminating or suspending any obligation to provide, or any obligation that relates to mandatory services.

68. The choice of sanction to use normally depends on the nature of the breach, or cumulative effect, and what is felt to be the most appropriate at that time. This must be fair and proportionate to the circumstances leading to the potential to terminate.

69. For example, if the breaches have occurred in relation to a specific service element under the contract or agreement, it might be most appropriate to move to terminate that specific service, such as additional services.

70. Where the area team decides that the most appropriate sanction would be to withhold or deduct monies, this must be calculated.

71. Process for the area team to follow:

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a. inform the area team head of primary care and other relevant governance committee of the request to terminate contract and to agree to impose a sanction as an alternative to a termination notice and obtain their sign off to proceed including relevant clinical advice.
b. issue a sanction notice containing all relevant information (template notice in annex 5)
c. the nature of the sanction to be applied;
d. if withholding or deducting monies, how this has been calculated and what is the duration of any such sanction;
e. if services are to be terminated, which services and from what date;
f. if suspension of specified reciprocal obligations under the contract or agreement, the period of that suspension and its end date (no longer than six month period); and
g. the contractor's right to refer the matter to the NHS dispute resolution process (annex 11).

72. After the notice period has passed withhold monies on the payment system and issue a contract variation removing or suspending the contract or agreement clauses.

73. If within 28 days of the notice being served the contractor refers the matter to the dispute resolution process and informs the area team of this in writing the area team cannot impose the sanction unless:

   a. There has been a determination of the dispute and that determination permits the area team to impose the contract sanction; or
   b. The contractor ceases to pursue the NHS dispute resolution procedure, whichever is the sooner.

74. If the contractor does not invoke the dispute resolution procedure within 28 days of the sanction notice the area team shall be entitled to impose the contract sanction immediately.

75. If the area team is satisfied that it is necessary to impose the contract sanction before the NHS dispute resolution procedure is concluded in order to:

   a. protect the safety of the contractor’s patients; or
   b. protect itself from material financial loss,

the area team shall be entitled to impose the contract sanction, pending the outcome of that procedure.
Financial reconciliation on termination of contract

76. Payments to dental practices are governed by the dental Statement of Financial entitlement (SFE) and area teams should refer to the SFE for any specific instructions regarding payment on termination of contract or agreement.

77. Template letters are contained within the annexes.
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 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
NHS England
Policy for termination of primary dental care contracts and agreements

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: Termination notice by agreement

Area team reference:

[date]

Dear [Name]

Re: Termination of *GDS contract / PDS agreement [*delete as appropriate] by agreement

Further to our recent communications on [insert dates] regarding your intention to terminate your GDS contract / PDS agreement with [insert area team name] area team. I am pleased to confirm in accordance with schedule 3, part 9, clauses 64 or 62 [delete as applicable] of the General Dental Services Contracts Regulations 2005 / Personal Dental Services Agreements Regulations 2005 [delete as appropriate] and clauses 305/291 of the GDS model contract/PDS agreement [amend to and delete as applicable] the area team agrees to your request to terminate your GDS contract / PDS agreement at premises [insert premises]

Your contract / agreement will terminate on [insert date]

Agreed terms of the termination notice.

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

The area team will provide a financial reconciliation statement to you as soon as possible after the date of termination but within four months of the termination date

On behalf of [Insert area team name] area team I would like to take this opportunity to thank you for your services to NHS dentistry and wish you well for your future endeavours.
Annex 3: Termination by contractor – acknowledgement letter

Area Team reference:

[date]

Dear [Name]

Re: Termination of *GDS contract / PDS agreement [*delete as appropriate] by contractor

I am writing to acknowledge receipt of your notice of intention to terminate your GDS contract / PDS agreement [delete as applicable] with [insert area team name) area team at the premises [insert details] under contract number [insert contract number]

The area team is processing your request in accordance with schedule 3, part 9, clauses 66 or 64 [delete as applicable] of the General Dental Services Contracts Regulations 2005 / Personal Dental Services Agreements Regulations 2005 [delete as appropriate] and clauses 309-311/295-297 of the GDS model contract/PDS model agreement [amend and delete as applicable].

For your information your termination date will be three months after the date on which you have served notice on the area team. Unless the termination date falls on the last calendar day of the month then the termination date will instead terminate on the last calendar day of the month in which the termination date falls.

For example: if the notice is served on 17 July then the termination would take effect on 31 October.

A member of the area team will contact you shortly to discuss and agree with you the date your contract or agreement will terminate with this area team.

With regards
Annex 4: Termination by contractor – Confirmation of termination date

Area team reference:

[date]

Dear [Name]

Re: Termination of *GDS contract / PDS agreement [*delete as appropriate] by contractor

Further to our recent communications on [insert dates] regarding your intention to terminate your GDS contract / PDS agreement with [insert area team name] area team, I am pleased to confirm that in accordance with schedule 3, part 9, clauses 64 or 62 [delete as applicable] of the General Dental Services Contracts Regulations 2005 / Personal Dental Services Agreements Regulations 2005 [delete as appropriate] your request to terminate your GDS contract or PDS agreement has been accepted and clauses 309-311/295-297 of the GDS model contract/PDS model agreement [amend and delete as applicable].

Your contract / agreement will terminate on [insert date]

As discussed with you recently we ask that you:

- 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]

The area team will provide a financial reconciliation statement to you as soon as possible after the date of termination but within four months of the termination date

On behalf of [Insert area team name] area team I would like to take this opportunity to thank you for your services to NHS dentistry and wish you well for your future endeavours.

Yours sincerely
Annex 5: Termination by area team – Termination notice and declaration of receipt of notice by contractor

Area Team reference:

[date]

Dear [Name]

Re: Termination of *GDS contract / PDS agreement [*delete as appropriate] by [Insert area team name] area team

Further to our recent communication on [insert dates] concerning the possibility of the termination of your GDS contract or PDS agreement with [Insert area team name] area team, I write to advise you that after careful consideration of the facts this area teams decision is to terminate your GDS contract or PDS agreement in accordance with Schedule 3, Part 9 Clauses 68 – 74 of the General Dental Services Contracts Regulations 2005 OR Clauses 66 – 72 of the Personal Dental Services Agreement Regulations 2005 [delete as appropriate] and clauses 315-328 / 301-308 of the model GDS contract/PDS agreement [area team to insert relevant clause number of model contract and delete as appropriate]

The termination notice is based on schedule 3, part 9 of the above mentioned regulations. The specific clause(s) which the area team believes provides the authority to terminate your GDS contract or PDS agreement is/are as follows: [*delete as appropriate and remove *]

Regulation clauses in respect of GDS contract

- *Clause 69/316-321 - Termination by the Board: no longer eligible to enter into and breach of conditions of the contract
- *Clause 70/322 - Termination by the Board for the provision of untrue etc. information
- *Clause 71/323-327 -Termination by the Board on grounds of suitability etc.
- *Clause 72/328 - Termination by the Board: patient safety and material financial loss
- *Clause 73/329-336 - Termination by the Board: remedial notices and breach notices
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- *Clause 74/337-340 - Termination by the Board: additional provisions specific to contracts with two or more individuals practising in partnership, dental corporations, or limited liability partnerships

Regulation clauses in respect of PDS agreements

- *Clause 68/302 - Termination by the Board for the provision of untrue etc. information
- *Clause 69/303-307 - Termination by the Board on grounds of suitability etc.
- *Clause 70/308 - Termination by the Board: patient safety and material financial loss
- *Clause 71/309-315 - Termination by the Board: remedial notices and breach notices
- *Clause 72/316-317 - Termination by the Board: additional provisions specific to contracts with two or more individuals practising in partnership, dental corporations, or limited liability partnerships

The area teams reasons are [Insert relevant details]

Date of termination – Your GDS contract / PDS agreement will terminate on [insert date here]

During this period we ask 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]

The area team will provide a financial reconciliation statement to you as soon as possible after the date of termination but within four months of the termination date.

If you do not agree with the termination notice you have the right to refer this matter in writing to the NHS dispute resolution process at [insert address details] and must do so within 28 days of this notice. If you decide to refer the matter and invoke the NHS dispute resolution process or commence court proceedings you are required to notify us in writing.

You also retain the right to seek support from your local dental committee.
I enclose two copies of a declaration form in respect of receipt by you of this termination notice. I would be grateful if you would duly complete both forms and return one copy to me in the envelope provided, the remaining copy is to be retained by you.

In the meantime if you have any queries or need further assistance concerning the content of this termination notice please contact me on [Insert contact details]

Yours sincerely

[name][title]

Enclosure: Declaration form of receipt of termination notice
Declaration by contractor of receipt of termination notice

Date notice served by [Insert name of area team] area team is [Insert date]

I, [Insert name of contract holder] hereby acknowledge receipt of the termination notice served by [Insert name of area team] area team in accordance with schedule 3, part 9 clause(s) [Insert all clause and titles which apply] of the General Dental Services Contracts Regulations 2005 OR Personal Dental Services Agreement Regulations 2005 and clauses [insert clauses] of GDS contract/PDS agreement [delete as appropriate] terminating my GDS contract / PDS/PDS Plus agreement with [Insert area team name] area team.

I also understand that I have the right to:

- retain the right to seek support from your local dental committee
- refer the matter in writing to the dispute resolution process within 28 days of receiving the notice

Title ……………………………………………………………………………………………………………………………...

Print first name(s) ……………………………………………………………………………………………………………
(in block capital letters)

Print full surname ………………………………………………………………………………………………………
(in block capital letters)

Signature…………………………………………………………………………………………………………………….

Date termination notice received
…………………………………………………………………………..

Practice stamp
Annex 6: Remedial notice

NHS England reference:

[date]

Dear [Name]

Re: Remedial notice

Further to our recent communication [Insert dates] concerning possible breach of your GDS contract or PDS agreement with [Insert area team name] area team. I write to advise you that after careful consideration of the facts the area team’s decision is that you are in breach of your GDS contract or PDS agreement in accordance with schedule 3, part 9, clause(s) X of the General Dental Services Contracts Regulations 2005 OR Clause(s) X of the Personal Dental Services Agreement Regulations 2005 [delete as appropriate], on the following grounds:.

[bullet points setting out the breach details and referencing clause numbers from contract]
[details of any evidence relied upon in reaching this decision]

In accordance with schedule 3, part 9; of the above mentioned regulations [insert clause] [Insert area team name] area team requires you to remedy this/these breach(es) by taking the following steps:

[details of action required]

To remedy this breach, this action must be completed to the satisfaction of the area team on or before [date]

[Note: to be removed the notice period shall, unless the area team is satisfied that a shorter period is necessary to:

• protect the safety of the contractor’s patients; or
• protect itself from material financial loss.

be no less than 28 days from the date of this notice]
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We will review your progress in taking the required action to remedy this/these breach(es) at a review meeting which will take place on [Insert date] at [Insert venue details].

If you do not comply with this notice, repeat this/these breach(es) or otherwise breach the contract thus resulting in further breach notices being served by [Insert area team name] area team, the area team may also take steps to terminate your contract or agreement or consider imposing a contract sanction.

If you do not agree with the remedial breach notice you have the right to refer this matter in writing to the NHS dispute resolution process at [Insert address details] and must do so within 28 days of this notice. If you decide to refer the matter and invoke the NHS dispute resolution process or commence court proceedings you are required to notify us in writing.

You also retain the right to seek support from your local dental committee.

I enclose two copies of a declaration form in respect of receipt by you of this breach notice, which I would be grateful if would complete and return one copy to me in the envelope provided, the remaining copy is to be retained by you.

In the meantime if you have any queries or need further assistance concerning the content of this remedial notice please contact me on [Insert contact details]

Yours sincerely,

[Name]
[title]

Enclosure: Declaration form of receipt of breach notice (annex 7)
Annex 7: Declaration by contractor of receipt of remedial /[remove as applicable] breach notice

Date notice served by [Insert name of area team] area team is [Insert date]

I, [Insert name of contract holder] hereby acknowledge receipt of the remedial [delete as applicable] breach notice served by [Insert name of area team] area team in accordance with schedule 3, part 9 clause(s) [Insert all clause and titles which apply] of the General Dental Services Contracts Regulations 2005 OR Personal Dental Services Agreement Regulations 2005 [delete as appropriate].

I also understand that I have the right to:

• retain the right to seek support from my local dental committee
• refer the matter in writing to the NHS dispute resolution process within 28 days of receiving the notice

I also understand if I do not comply with this notice, comply with the action plan, repeat this/these breach(es) or otherwise breach the contract thus resulting in further breach notices being served by [Insert area team name] area team, the area team may also take steps to terminate my contract or agreement or consider imposing a contract sanction.

Title ……………………………………………………………………………………………………………………………

Print first name(s) …………………….. ……………………………………………………………………………………………

(in block capital letters)

Print full surname ………………. …………………………………………………….

(in block capital letters)

Signature………………………………………………………………………………

Date breach/remedial breach notice of received …………………………………

Practice stamp
Annex 8: Remedial notice satisfied letter

[Insert area team name] area team reference:

[Insert area team name] area team reference:

[date]

Dear [Name]

Remedial notice satisfied

I write further to the serving of the remedial breach notice reference [area team reference from notice] on [date], in respect of your GDS/PDS/PDS Plus contract [delete as appropriate] and our subsequent review meeting on [date]. I am pleased to confirm that [Insert area team name] area team are satisfied you have taken the required steps to remedy this/these breach(es) within the agreed timescales.

The area team is able to confirm we will not be taking any further action in this matter, but would advise that should you repeat this breach or otherwise breach your contract or agreement resulting in further remedial or breach notices being issued, [Insert area team name] area team may take steps to issue a notice to terminate your contract or agreement or consider imposing a contract sanction.

Yours sincerely,

[Name]
[title]
NHS England
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Annex 9: Breach notice

NHS England reference:

[date]

Dear [Name]

Re: Breach notice

I write further to our recent communication [Insert dates] concerning possible breach of your GDS contract or PDS agreement with [Insert area team name] area team. I write to advise you that after careful consideration of the facts the area team’s decision is that you are in breach of your GDS contract or PDS agreement in accordance with Schedule 3, Part 9 Clause(s) X of the General Dental Services Contracts Regulations 2005 OR Clause(s) X of the Personal Dental Services Agreement Regulations 2005 [delete as appropriate] on the following grounds:

[bullet points setting out the breach details and referencing clause numbers from contract]
[details of any evidence relied upon in reaching this decision]

In accordance with schedule 3 part 39, of the above mentioned regulations [insert clause] [Insert area team name] area team requires you not to repeat this breach.

If you do not comply with this notice, repeat this/these breach(es) or otherwise breach the contract resulting in further breach notices being served by [Insert area team name] area team, the area team may also take steps to terminate your contract or agreement or consider imposing a contract sanction.

If you do not agree with the remedial breach notice you have the right to refer this matter in writing to the NHS dispute resolution process at [Insert address details] and must do so within 28 days of this notice. If you decide to refer the matter and invoke the NHS dispute resolution process or commence court proceedings you are required to notify us in writing.

You also retain the right to seek support from your local dental committee.
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I enclose two copies of a declaration form in respect of receipt by you of this breach notice, which I would be grateful if would complete and return one copy to me in the envelope provided, the remaining copy is to be retained by you.

In the meantime if you have any queries or need further assistance concerning the content of this termination notice please contact me on [Insert contact details]

Yours sincerely,

[Name]
[title]

Enclosure: Declaration form of receipt of breach notice (annex 7)
Annex 10: Calculating a financial sanction

[Insert area team name] area team should seek guidance from their own legal advisers and finance experts in this respect, as necessary.

Here are some examples for consideration:

- The cost of re-provision and the contractual cost, where the breach is ongoing and a contract service cost can be quantified.

- The contractual service cost where the breach has been remedied and the service cost can be quantified.

- Plus in both cases the cost to the area team in management time involved in investigating and processing the breach.

Where the contract service cannot be quantified:

- The cost to the area team in management time involved in investigating and processing the breach.
Annex 11: Notice of sanction

[Insert area team name] area team reference:

[date]

Dear [Name]

Notice of sanction

Further to our recent communication [Insert dates] I am writing to advise you that after careful consideration of the facts, [insert name of area team] area team’s decision is that the area team is in a position to terminate your contract/agreement [delete as appropriate] as you are in breach of your GDS contract or PDS agreement in accordance with schedule 3, part 9, clause(s) X of the General Dental Services Contracts Regulations 2005 OR clause(s) X of the Personal Dental Services Agreement Regulations 2005 [delete as appropriate] on the following grounds:

[bullet points setting out the breach details and referencing clause numbers from contract]
[details of any evidence relied upon in reaching this decision]

However, in accordance with schedule 3, part 9 of the above mentioned regulations [insert clause] [Insert area team name] area team has decided to impose a contract/agreement sanction rather than to terminate your contract.

In accordance with the regulations a contract sanction means:

a. termination of specified reciprocal obligations under the contract;
b. suspension of specified reciprocal obligations under the contract for a period of up to six months; or
c. withholding or deducting monies otherwise payable under the contract.

The area team has decided to impose sanction [(a)(b)(c)] [delete as applicable] and is satisfied that the contract sanction to be imposed is appropriate and proportionate to the circumstances giving rise to the area team’s entitlement to terminate the contract/agreement [delete as applicable].
The details of this sanction are:

[insert the details and effect of the sanction – either termination or suspension of reciprocal obligation or details of any calculations in respect of a financial sanction and duration of any such sanction]

If you do not agree with the sanction you have the right to refer this matter in writing to the NHS dispute resolution process at [Insert address details] and must do so within 28 days of this notice. If you decide to refer the matter and invoke the NHS dispute resolution process or commence court proceedings you are required to notify us in writing.

You also retain the right to seek support from your local dental committee.

I enclose two copies of a declaration form in respect of receipt by you of this breach notice, which I would be grateful if would complete and return one copy to me in the envelope provided, the remaining copy is to be retained by you.

In the meantime if you have any queries or need further assistance concerning the content of this termination notice please contact me on [Insert contact details]

Yours sincerely

[Name]
[title]

Enclosures – declaration of receipt
Declaration by contractor of receipt of sanction notice

Date notice served by [Insert name of area team] area team is [Insert date]

I, [Insert name of contract holder] hereby acknowledge receipt of the sanction notice served by [Insert name of area team] area team in accordance with schedule 3, part 9 clause(s) [Insert all clause and titles which apply] of the General Dental Services Contracts Regulations 2005 OR Personal Dental Services Agreement Regulations 2005 [delete as appropriate].

I also understand that I have the right to:

- retain the right to seek support from my local dental committee
- refer the matter in writing to the NHS dispute resolution process within 28 days of receiving the notice

I also understand if I do not comply with this notice the area team may take steps to terminate my contract or agreement.

Title ………………………………………………………………………………………………………………………………

Print first name(s) ……………………………………………………………………………………………………………
(in block capital letters)

Print full surname ……………………………………………………………………………………………………………
(in block capital letters)

Signature…………………………………………………………………………………………………………………………

Date breach/remedial breach notice of received ………………………………………………………………

Practice stamp
Annex 12: Eligibility to hold a primary dental services contract / agreement

The following section offers a summary of the legal requirements surrounding eligibility for primary dental services contracts. It does not replicate the full legal text. This guide can only offer a broad introduction. Anyone entering into, or seeking, a primary dental services contract should refer directly to the relevant legislation, or seek independent legal advice.

Potential contractors should also be aware that, in addition to the requirements on eligibility, there are further requirements across all contracting routes to ensure that the persons entering into the contract with the area team are fit and proper: for example, they have not been adjudged bankrupt or have certain types of criminal record.

The area team may serve notice in writing on the contractor terminating the contract forthwith, or from such date as may be specified in the notice if:

(a) in the case of a contract with a dental practitioner, that dental practitioner;
(b) in the case of a contract with two or more individuals practising in partnership, any individual or the partnership; and
(c) in the case of a contract with a dental corporation:

(i) the corporation; or
(ii) any director, chief executive or secretary of the corporation,

falls within sub-paragraph (2) below, during the existence of the contract or, if later, on or after the date on which a notice in respect of his compliance with the conditions in regulation 4 or 5 was given under paragraph 42(2).

(2) A person falls within this sub-paragraph if:

(a) he/she or it is the subject of a national disqualification;
(b) subject to sub-paragraph (3), he or it is disqualified or suspended (other than by an interim suspension order or direction pending an investigation or a suspension on the grounds of ill health) from practising by any licensing body anywhere in the world;
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(c) subject to sub-paragraph (4), he/she has been dismissed (otherwise than by reason of redundancy) from any employment by a health service body unless before the area team has served a notice terminating the contract pursuant to this paragraph, he/she is employed by the health service body that dismissed him/her or by another health service body;

(d) he/she or it is removed from, or refused admission to, a primary care list by reason of inefficiency, fraud or unsuitability (within the meaning of section 49F(2), (3) and (4) of the Act[71] respectively) unless his name has subsequently been included in such a list;

(e) he/she has been convicted in the United Kingdom of:

(i) murder; or

(ii) a criminal offence other than murder, committed on or after 14 December 2001, and has been sentenced to a term of imprisonment of over six months;

(f) subject to sub-paragraph (5), he/she has been convicted outside the United Kingdom of an offence:

(i) which would, if committed in England and Wales, constitute murder; or

(ii) committed on or after 14 December 2001, which would if committed in England and Wales, constitute a criminal offence other than murder, and been sentenced to a term of imprisonment of over six months;

(g) he/she has been convicted of an offence referred to in Schedule 1 to the Children and Young Persons Act 1933[72] (offences against children and young persons with respect to which special provisions apply) or Schedule 1 to the Criminal Procedure (Scotland) Act 1995[73] (offences against children under the age of 17 years to which special provisions apply);

(h) he/she or it has:

(i) been adjudged bankrupt or had sequestration of his/her estate awarded unless (in either case) he has been discharged or the bankruptcy order has been annulled;

(ii) been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986[74], unless that order has ceased to have effect or has been annulled;

(iii) made a composition or arrangement with, or granted a trust deed for, his/her or its creditors unless he/she or it has been discharged in respect of it; or

(iv) been wound up under Part IV of the Insolvency Act 1986;
NHS England
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(i) there is:
   (i) an administrator, administrative receiver or receiver appointed in respect of it; or
   (ii) an administration order made in respect of it under Schedule B1 to the Insolvency Act 1986[75];

(j) that person is a partnership and:
   (i) a dissolution of the partnership is ordered by any competent court, tribunal or arbitrator; or
   (ii) an event happens that makes it unlawful for the business of the partnership to continue, or for members of the partnership to carry on in partnership;

(k) he/she has been:
   (i) removed from the office of charity trustee or trustee for a charity by an order made by the charity commissioners or the high court on the grounds of any misconduct or mismanagement in the administration of the charity for which he/she was responsible or to which he was privy, or which he by his conduct contributed to or facilitated; or
   (ii) removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990[76] (powers of the Court of Session to deal with management of charities), from being concerned in the management or control of anybody;

(l) he/she is subject to a disqualification order under the Company Directors Disqualification Act 1986[77], the Companies (Northern Ireland) Order 1986[78] or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order); or

(m) he/she has refused to comply with a request by NHS England for him/her to be medically examined on the grounds that it is concerned that he/she is incapable of adequately providing services under the contract and, in a case where the contract is with two or more individuals practising in partnership or with a dental corporation, NHS England is not satisfied that the contractor is taking adequate steps to deal with the matter.

(3) The area team shall not terminate the contract pursuant to sub-paragraph (2)(b) where NHS England is satisfied that the disqualification or suspension imposed by a licensing body outside the United Kingdom does not make the person unsuitable to be:

(a) a contractor;
(b) a partner, in the case of a contract with two or more individuals practising in partnership; or
(c) in the case of a contract with a dental corporation, a director, chief executive or secretary of the corporation.

(4) The area team shall not terminate the contract pursuant to sub-paragraph (2):

(a) until a period of at least three months has elapsed since the date of the dismissal of the person concerned; or
(b) if, during the period of time specified in paragraph (a), the person concerned brings proceedings in any competent tribunal or court in respect of his dismissal, until proceedings before that tribunal or court are concluded.

The area team may only terminate the contract at the end of the period specified in paragraph (b) if there is no finding of unfair dismissal at the end of those proceedings.

(5) The area team shall not terminate the contract pursuant to sub-paragraph (2)(f) where the area team is satisfied that the conviction does not make the person unsuitable to be:

(a) a contractor;
(b) a partner, in the case of a contract with two or more individuals practising in partnership; or
(c) in the case of a contract with a dental corporation, a director, chief executive or secretary of the corporation.
Dear [Name]

Closing statement for contract [number]

[Insert area team name] area team has now finalised the financial position of your contract or agreement on termination. This has been calculated using the FP17 data that you have sent to the NHS Dental Services (NHS DS).

A summary of the position is tabled below:

<table>
<thead>
<tr>
<th>Contracted UDA</th>
<th>Carry forward</th>
<th>Scheduled delivery</th>
<th>Contract value</th>
<th>UDA value</th>
<th>Actual delivery</th>
<th>% delivery</th>
<th>Variance</th>
<th>Reclaim amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

As a result of this, the area team asks that you repay the above sum in full within three months.

You can send the full amount to NHS DS by [date] either

- by direct bank transfer using the following details:

  [details]

Or

- by cheque, quoting your contract number on the reverse of the cheque to the following address:

  [address of BSA]

If this money is not repaid within the specified timeframe, [Insert area team name] area team may take legal action.

Yours sincerely,

[Name]
[title]
Annex 14: Closing financial statement: money owed to contractor

[date]

Dear [name]

Closing statement for contract [number]

[Insert area team name] has now finalised the financial position of your contract or agreement on termination. This has been calculated using the FP17 data that you have sent to NHS Dental Services (NHS DS).

A summary of the position is tabled below:

<table>
<thead>
<tr>
<th>Contracted UDA</th>
<th>Carry forward</th>
<th>Scheduled delivery</th>
<th>Contract value</th>
<th>UDA value</th>
<th>Actual delivery</th>
<th>% delivery</th>
<th>Variance</th>
<th>Reclaim amount</th>
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As a result of this, the area team will pay you this money for the services and activity that you have delivered. You will receive this in the normal way on the date of your next scheduled payment. This sum will also appear on your payment schedule that is issued by NHS DS.

Yours sincerely,

[Name]
[title]
## Version control tracker

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<thead>
<tr>
<th>Version Number</th>
<th>Date</th>
<th>Author Title</th>
<th>Status</th>
<th>Comment/Reason for Issue/Approving Body</th>
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<td>Primary Care Commissioning</td>
<td>Approved</td>
<td>New Document</td>
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<tr>
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<td>June 2013</td>
<td>Primary Care Commissioning</td>
<td>Approved</td>
<td>Reformatted to NHS England standards</td>
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<tr>
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<td>April 2014</td>
<td>Primary Care Commissioning</td>
<td>Approved</td>
<td>Revised document</td>
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