Policy Book for Primary Dental Services - APPENDICES
Contents

Contents ........................................................................................................................................... 2
Annex 1 Extracts from Legislation ................................................................................................. 6
Annex 2 Persons Eligible to Enter into a GDS Contract ............................................................... 13
Annex 3 Persons Eligible to Enter into a PDS Agreement ........................................................... 19
Annex 4 Template Variation Notice for Legislation / Regulatory Change – GDS Contracts .......... 27
Annex 5 Template Variation Notice for Legislation / Regulatory Change – PDS Agreement ............. 28
Annex 6 General GDS contract or PDS agreement variation ....................................................... 29
Annex 7 Notification of Sub-Contracting Arrangements .............................................................. 32
Annexes 8 – 11 Template Requests for information – Changes to the Contracting Parties .............. 33
   1.1 Annex 8A ............................................................................................................................... 34
   1.2 Annex 8B ............................................................................................................................... 47
   1.3 Annex 8C ............................................................................................................................... 48
Annex 9 ............................................................................................................................................. 53
   1.4 Annex 9A ............................................................................................................................... 53
   1.5 Annex 9B ............................................................................................................................... 65
   1.6 Annex 9C ............................................................................................................................... 66
Annex 10 .......................................................................................................................................... 70
   1.7 Annex 10A ............................................................................................................................. 70
   1.8 Annex 10B ............................................................................................................................. 72
   1.9 Annex 10C ............................................................................................................................. 73
Annex 11 .......................................................................................................................................... 77
   1.10 Annex 11A ............................................................................................................................ 77
   1.11 Annex 11B ............................................................................................................................ 79
   1.12 Annex 11C ............................................................................................................................ 80
Annex 12 Letter for single-handed practitioners requesting 24 hour retirement ......................... 84
Annex 13 Contract variation for 24 hour retirement / partnership changes ............................... 85
Annex 14 Acknowledgement of Request to Incorporate ............................................................... 92
Annex 15 Dental Incorporation Application Form ....................................................................... 94
Annex 16 Assessment Template for Incorporation for Commissioner ....................................... 104
Annex 17 Acknowledgement of Request to Dis-incorporate and Dental Dis-incorporation Assessment Template .................................................................................................................................................. 110
Annex 18 Dental Dis-Incorporation Application Form ............................................................... 111
Annex 19 Assessment Template for Dis-Incorporation for Commissioner ............................... 120
Annex 20 Refusal of Request to [Incorporate / Become a Company Limited by Shares / LLP] .......................................................................................................................... 126
Annex 21 Refusal of Request to Dis-incorporate ................................................................. 127
Annex 22 Template Agreement Letter .................................................................................. 128
Annex 23 Deed of Novation .................................................................................................. 129
Annex 24 NHS Dental Services Payment System ................................................................. 136
Annex 25 Letter to providers further to request for relocation ............................................. 137
Annex 26 Relocation Agreement letter ................................................................................. 138
Annex 27 Refusal letter for practice relocation ................................................................. 139
Annex 28 PDS/PDS Plus Agreement Transfer to GDS Contract – Template Letter
(Mandatory Services) ........................................................................................................... 140
Annex 29 PDS/PDS Plus Agreement Transfer to GDS Contract – Template Letter (Eligible Persons) .................................................................................................................. 141
Annex 30 PDS/PDS Plus Agreement Transfer to GDS Contract – Template Letter .... 142
Annex 31 Contract review template for transfer from PDS/PDS Plus to GDS ................. 143
Annex 32 PDS/PDS Plus Agreement Transfer to GDS Contract – Template Letter to set up a Review Meeting .................................................................................................................. 145
Annex 33 PDS/PDS Plus Agreement Transfer to GDS Contract – Template Letter .... 147
Annex 34 PDS/PDS Plus Agreement Transfer to GDS Contract – Template Letter
Refusal ................................................................................................................................... 148
Annex 35 PDS to GDS transfer ........................................................................................... 149
Annex 36 Information from NHS Resolution for requests to transfer from PDS +
agreement to GDS contract ................................................................................................. 150
Annex 37 Safe and Viability Calculator ............................................................................ 151
Annex 38 Flowchart of Mid-year Process ........................................................................... 152
Annex 39 Template Letter - Performance exceeds 30% .................................................. 153
Annex 40 Template Letter - Performance is less than 30% ............................................ 154
Annex 41 Template Agenda - Mid-year Review Meeting ................................................... 155
Annex 42 Template Action Plan .......................................................................................... 156
Annex 43 Year-end process ............................................................................................... 158
Annex 44 Year-end reconciliation templates ...................................................................... 159
Annex 45 Year-end under delivery – under 96 percent of the contract delivered ......... 160
Annex 46 Breach Notice ..................................................................................................... 161
Annex 47 Year-end Under Delivery: Less than Four Percent Under- Delivery ............ 162
Annex 48 Year-end Delivery 100 Percent and Over ......................................................... 163
Annex 49 Year-end Under Delivery – Less than Four Percent Under- Delivery .......... 164
Annex 50 Letter to providers to request KPI information ............................................. 166
Annex 51 KPI calculator .................................................................................................. 167
Annex 52 Guide to Communication with Contractors .................................................... 168
Annex 53 Checklist for Documentation Recording when Contract Ends ...................... 169
Annex 54 Template Detailed Report ............................................................................ 170
Annex 55 Template Exit Plan ....................................................................................... 173
Annex 56 Template Operational Management Plan ....................................................... 176
Annex 57 Template letter for patients from overseas requesting NHS orthodontic treatment .............................................................................................................. 178
Annex 58 Orthodontic pathway with overall costs ......................................................... 180
Annex 59 Example of template capture form for completion by contractor ................. 181
Annex 60 Example of the close down payment template .............................................. 182
Annex 61 Template PDS variation document ................................................................. 183
Annex 62 Remedial Notice Flowchart ........................................................................... 197
Annex 63 Template Remedial Notice ........................................................................... 199
Annex 64 Template Remedial Notice Satisfaction Letter ............................................. 201
Annex 65 Breach Notice Flowchart .............................................................................. 202
Annex 66 Template Breach Notice .............................................................................. 204
Annex 67 Calculating a Financial Contract Sanction ..................................................... 206
Annex 68 Template Contract Sanction Notice ............................................................... 207
Annex 69 Template Termination Notice ..................................................................... 209
Annex 70 Template Notice Return ............................................................................... 213
Annex 71 Termination Flowchart ................................................................................ 215
Annex 72 Template letter further to provider’s letter of termination ......................... 216
Annex 73 Suitability ........................................................................................................ 217
Annex 74 Suitability ........................................................................................................ 221
Annex 75 Template Acknowledgment Letter ............................................................... 181
Annex 76 Template Acknowledgment Letter ............................................................... 182
Annex 77 Template Acknowledgement Letter .............................................................. 183
Annex 78 Template Acknowledgement Letter .............................................................. 184
Annex 79 Example Acknowledgement Letter .............................................................. 185
Annex 80 Example Invitation Letter ........................................................................... 186
Annex 81 Example Stage 1 Outcome Letter (FHSAU Referral) .................................... 187
Annex 82 Example Stage 1 Outcome Letter (Matter(s) Resolved) .................................. 188
Annex 83 Guidance Note for Parties Involved in Dispute Resolution ......................... 189
Annex 84 Contractor’s Preliminary Notice of Force Majeure Event .......................... 193
Annex 85 Acknowledgement of Contractor Notification ........................................... 195
Annex 86 Claim Form .................................................................................................... 196
Annex 87 Template for Calculating Lost Activity ....................................................... 197
Annex 88 Notification to Contractor on Outcome of Claim for Dental ....................... 214
Annex 89 Notification to Contractor on Outcome of Claim for Dental ....................... 216
Annex 1 Extracts from Legislation

The NHS ACT 2006 – SECTIONS 13C – 13Q
General duties of the Board

[References to "the Board" are to NHS England and CCGs with delegated authority, by virtue of the terms and conditions laid out the delegation agreement]

(13C) Duty to promote NHS Constitution

(1) The Board must, in the exercise of its functions--
   a. act with a view to securing that health services are provided in a way which promotes the NHS Constitution, and
   b. promote awareness of the NHS Constitution among patients, staff and members of the public.

(2) In this section, "patients" and "staff" have the same meaning as in Chapter 1 of Part 1 of the Health Act 2009 (see section 3(7) of that Act).

(13D) Duty as to effectiveness, efficiency etc

The Board must exercise its functions effectively, efficiently and economically.

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

(1) The Board must exercise its functions with a view to securing continuous improvement in the quality of services provided to individuals for or in connection with-
   a. the prevention, diagnosis or treatment of illness, or
   b. the protection or improvement of public health.

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

(3) The outcomes relevant for the purposes of subsection (2) include, in particular, outcomes which show--
   a. the effectiveness of the services,
   b. the safety of the services, and
   c. the quality of the experience undergone by patients.
In discharging its duty under subsection (1), the Board must have regard to--

a. any document published by the Secretary of State for the purposes of this section, and
b. the quality standards prepared by NICE under section 234 of the Health and Social Care Act 2012.

(13F) Duty as to promoting autonomy

(1) In exercising its functions, the Board must have regard to the desirability of securing, so far as consistent with the interests of the health service--

a. that any other person exercising functions in relation to the health service or providing services for its purposes is free to exercise those functions or provide those services in the manner it considers most appropriate, and
b. that unnecessary burdens are not imposed on any such person.

(2) If, in the case of any exercise of functions, the Board considers that there is a conflict between the matters mentioned in subsection (1) and the discharge by the Board of its duties under sections 1(1) and 1H(3)(b), the Board must give priority to those duties.

(13G) Duty as to reducing inequalities

The Board must, in the exercise of its functions, have regard to the need to--

a. reduce inequalities between patients with respect to their ability to access health services, and
b. reduce inequalities between patients with respect to the outcomes achieved for them by the provision of health services.

(13H) Duty to promote involvement of each patient

The Board must, in the exercise of its functions, promote the involvement of patients, and their carers and representatives (if any), in decisions which relate to--

a. the prevention or diagnosis of illness in the patients, or
b. their care or treatment.
(13I) Duty as to patient choice

The Board must, in the exercise of its functions, act with a view to enabling patients to make choices with respect to aspects of health services provided to them.

(13J) Duty to obtain appropriate advice

The Board must obtain advice appropriate for enabling it effectively to discharge its functions from persons who (taken together) have a broad range of professional expertise in-

a. the prevention, diagnosis or treatment of illness, and
b. the protection or improvement of public health.

(13K) Duty to promote innovation

(1) The Board must, in the exercise of its functions, promote innovation in the provision of health services (including innovation in the arrangements made for their provision).

(2) The Board may make payments as prizes to promote innovation in the provision of health services.

(3) A prize may relate to--

a. work at any stage of innovation (including research);
b. work done at any time (including work before the commencement of section 23 of the Health and Social Care Act 2012).

(13L) Duty in respect of research

The Board must, in the exercise of its functions, promote--

a. research on matters relevant to the health service, and
b. the use in the health service of evidence obtained from research.

(13M) Duty as to promoting education and training

The Board must, in exercising its functions, have regard to the need to promote education and training for the persons mentioned in section 1F(1) so as to assist the Secretary of State in the discharge of the duty under that section.

(13N) Duty as to promoting integration
(1) The Board must exercise its functions with a view to securing that health services are provided in an integrated way where it considers that this would--
   a. improve the quality of those services (including the outcomes that are achieved from their provision),
   b. reduce inequalities between persons with respect to their ability to access those services, or
   c. reduce inequalities between persons with respect to the outcomes achieved for them by the provision of those services.

(2) The Board must exercise its functions with a view to securing that the provision of health services is integrated with the provision of health-related services or social care services where it considers that this would--
   a. improve the quality of the health services (including the outcomes that are achieved from the provision of those services),
   b. reduce inequalities between persons with respect to their ability to access those services, or
   c. reduce inequalities between persons with respect to the outcomes achieved for them by the provision of those services.

(3) The Board must encourage clinical commissioning groups to enter into arrangements with local authorities in pursuance of regulations under section 75 where it considers that this would secure--
   a. that health services are provided in an integrated way and that this would have any of the effects mentioned in subsection (1)(a) to (c), or
   b. that the provision of health services is integrated with the provision of health-related services or social care services and that this would have any of the effects mentioned in subsection (2)(a) to (c).

(4) In this section--
   "health-related services" means services that may have an effect on the health of individuals but are not health services or social care services;
   "social care services" means services that are provided in pursuance of the social services functions of local authorities (within the meaning of the Local Authority Social Services Act 1970).

(13O) Duty to have regard to impact on services in certain areas
(1) In making commissioning decisions, the Board must have regard to the likely impact of those decisions on the provision of health services to persons who reside in an area of Wales or Scotland that is close to the border with England.

(2) In this section, "commissioning decisions", in relation to the Board, means decisions about the carrying out of its functions in arranging for the provision of health services.

(13P) Duty as respects variation in provision of health services

The Board must not exercise its functions for the purpose of causing a variation in the proportion of services provided as part of the health service that is provided by persons of a particular description if that description is by reference to—

a. whether the persons in question are in the public or (as the case may be) private sector, or
b. some other aspect of their status.

(13Q) Public involvement and consultation by the Board

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

(2) The Board must make arrangements to secure that individuals to whom the services are being or may be provided are involved (whether by being consulted or provided with information or in other ways) –

a. in the planning of the commissioning arrangements by the Board,
b. in the development and consideration of proposals by the Board for changes in the commissioning arrangements where the implementation of the proposals would have an impact on the manner in which the services are delivered to the individuals or the range of health services available to them, and
c. in decisions of the Board affecting the operation of the commissioning arrangements where the implementation of the decisions would (if made) have such an impact.
(3) The reference in subsection (2)(b) to the delivery of services is a reference to their delivery at the point when they are received by users.

(4) This section does not require the Board to make arrangements in relation to matters to which a trust special administrator’s report or draft report under section 65F or 65I relates before the Secretary of State makes a decision under section 65K(1), is satisfied as mentioned in section 65KB(1) or 65KD(1) or makes a decision under section 65KD(9) (as the case may be).

THE EQUALITY ACT 2010 - SECTION 149
Advancement of equality

149 Public sector equality duty
(1) A public authority must, in the exercise of its functions, have due regard to the need to—
   a. eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
   b. advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
   c. foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

(2) A person who is not a public authority but who exercises public functions must, in the exercise of those functions, have due regard to the matters mentioned in subsection (1).

(3) Having due regard to the need to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to—
   a. remove or minimise disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic;
   b. take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it;
c. encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.

(4) The steps involved in meeting the needs of disabled persons that are different from the needs of persons who are not disabled include, in particular, steps to take account of disabled persons' disabilities.

(5) Having due regard to the need to foster good relations between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to—
   a. tackle prejudice, and
   b. promote understanding.

(6) Compliance with the duties in this section may involve treating some persons more favourably than others; but that is not to be taken as permitting conduct that would otherwise be prohibited by or under this Act.

(7) The relevant protected characteristics are—
   age;
   disability;
   gender reassignment;
   pregnancy and maternity;
   race;
   religion or belief;
   sex;
   sexual orientation.

(8) A reference to conduct that is prohibited by or under this Act includes a reference to—
   a. a breach of an equality clause or rule;
   b. a breach of a non-discrimination rule.
   c. Schedule 18 (exceptions) has effect.
Annex 2 Persons Eligible to Enter into a GDS Contract


   a. Section 102 of the NHS Act (extracted in paragraph 2 below) sets out the types of persons (including organisation types) that may enter into a GDS contract.

   b. Regulations 3 to 5 of the GDS Regulations (extracted in paragraph 3 below) sets out the eligibility criteria that must be satisfied before any of the types of persons set out in section 102 of the NHS Act can enter into the GDS contract.

   c. The extracted legislation below is correct as of 1 June 2015.

2. Section 102 of the NHS Act 2006

   102 Persons eligible to enter into GDS contracts

   1. The Board may, subject to such conditions as may be prescribed, enter into a general dental services contract with—

      a. dental practitioner,

      b. a dental corporation,

      c. two or more persons practising in partnership where the conditions in subsection (2) are satisfied,

      d. a limited liability partnership where the conditions in subsection

      e. (2A) are satisfied.

   2. The conditions referred to in subsection (1)(c) are that—

      a. at least one partner is a dental practitioner,

      and

      b. subsection (3A) or (3B) applies.

      (2A) The conditions referred to in subsection (1)(d) are that—

      a. at least one member is a dental practitioner, and

      b. subsection (3A) or (3B) applies.

   3. Regulations may make provision as to the effect, in relation to a general dental services contract entered into by individuals practising in partnership, of a change in the membership of the partnership.

      a. (3A) This subsection applies if a partner or member who is a dental

      b. practitioner, or who falls within subsection (3C), has the power to secure that the partnership’s affairs are
c. (3B) This subsection applies if, in any combination of partners or members who, acting together, have the power (or who, if they were to act together, would have the power) to secure that the partnership's affairs are conducted in accordance with their wishes, at least one of them is a dental practitioner or a person who falls within subsection (3C).

d. (3C) A person falls within this subsection if the person is—

(a) an NHS employee,

(b) a section 92 employee, section 107 employee, section 50 employee, section 64 employee, section 17C employee or Article 15B employee,

(c) a health care professional who is engaged in the provision of services under this Act or the National Health Service (Wales) Act 2006, or

(d) an individual falling within section 108(1)(d).

(4) In this section—

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

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

5. Regulations 3 to 5 of the GDS Regulations

3. Conditions:

Introductory

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

a. regulation 4; and

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

(1) For the purposes of section 102 of the 2006 Act (conditions upon which a general dental services contract may be entered into) the prescribed condition is that a person must not fall within paragraph (3).

(2) The reference to a person in paragraph (1) includes any director, chief executive or secretary of a dental corporation or any member of a limited liability partnership.

(c) A person falls within this paragraph if—

(a) he or it is the subject of a national disqualification;

(b) subject to paragraph (4), he or it is disqualified or suspended (other than by an interim suspension order or direction pending an investigation) from practising by any licensing body anywhere in the world;

(c) within the period of five years prior to the date the contract is to be commenced or, if earlier, the date on which the contract is to be signed -

(i) he has been dismissed (otherwise than by reason of redundancy) from any employment by a health service body, unless he has subsequently been employed by that health service body or another health service body and paragraph (5) applies to him or that dismissal was the subject of a finding of unfair dismissal by any competent tribunal or court; or

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

(d) he has been convicted in the United Kingdom of—

(i) murder; or

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

(e) subject to paragraph (6), he has been convicted outside the United Kingdom of an offence—

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

(ii) committed on or after 14th December 2001, which would if committed in England and Wales, constitute a criminal offence other than murder, and been sentenced to a term of imprisonment of over six months;
(f) he has been convicted of an offence referred to in Schedule 1 to the Children and Young Persons Act 1933 (offences against children and young persons with respect to which special provisions of this Act apply) or Schedule 1 to the Criminal Procedure (Scotland) Act 1995 (offences against children under the age of 17 years to which special provisions apply) committed on or after 1st April 2006.

(g) he or it has—

(i) been adjudged bankrupt or had sequestration of his estate awarded or is a person in relation to whom a moratorium period under a debt relief order (under Part 7A of the Insolvency Act 1986) applies unless he has been discharged from the bankruptcy or the sequestration or the bankruptcy order has been annulled;

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

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

(h) an administrator, administrative receiver or receiver is appointed in respect of it;

(i) he has within the period of five years prior to the date the contract is to be commenced or, if earlier, the date on which the contract is to be signed—

(i) been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commissioners or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated;

(ii) been removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 (powers of the Court of Session to deal with management of charities) or under section 34 of the Charities and Trustee Investment (Scotland) Act 2005 (powers of Court of Session), from being concerned in the management or control of any body; or

(j) he is subject to a disqualification order under the Company Directors Disqualification Act 1986, the Companies (Northern
Ireland) Order 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).

(4) A person shall not fall within paragraph (3)(b) where the Board is satisfied that the disqualification or suspension from practising is imposed by a licensing body outside the United Kingdom and it does not make that person unsuitable to be—

(a) a contractor;

(b) a director, chief executive or secretary of a corporation entering into a contract, in the case of a contract with a dental corporation; or

(c) a member of a limited liability partnership entering into a contract, in the case of a contract with a limited liability partnership, as the case may be.

(5) Where a person has been employed as a member of a health care profession any subsequent employment must also be as a member of that profession.

(6) A person shall not fall within paragraph (3)(e) where the Board is satisfied that the conviction does not make that person unsuitable to be—

(a) a contractor;

(b) a director, chief executive or secretary of a corporation entering

   into a contract, in the case of a contract with a dental corporation; or

   (c) a member of a limited liability partnership entering into a contract, in the case of a contract with a limited liability partnership, as the case may be.

(7) For the purposes of paragraph (3)(c)(i), a health service body includes a Strategic Health Authority or a Primary Care Trust which was established before the coming into force of sections 33 and 34 of the 2012 Act.

5. Additional prescribed conditions relating to contracts with dental corporations

(1) Subject to paragraph (2), it is a condition in the case of a contract to be entered into with a dental corporation on or after the date of the coming into force for all purposes of article 39 of the Dentists Act Order that no—

(a) offence has been or is being committed under section 43 of the Dentists Act; or

(b) financial penalty has been imposed under section 43B or 44 of the Dentists Act.

(2) Paragraph (1) shall not apply if the Board is satisfied that any

offence under section 43 or penalty imposed under section 43B or 44 of
the Dentists Act does not make the dental corporation unsuitable to be a contractor, whether by virtue of the time that has elapsed since any conviction or penalty was imposed, or otherwise.
Annex 3 Persons Eligible to Enter into a PDS Agreement


1.1 Section 108 of the NHS Act (extracted in paragraph 2 below) sets out the types of persons (including organisation types) that may enter into a PDS agreement (referred to in the NHS Act as section 107 agreements).

1.2 Regulations 3 to 5 of the PDS Regulations (extracted in paragraph 3 below) sets out the eligibility criteria that must be satisfied before any of the types of persons set out in section 108 of the NHS Act can enter into the PDS agreement.

1.3 The extracted legislation below is correct as of 1 June 2015 (check date)

2. Section 108 of the NHS Act 2006

108 Persons with whom agreements may be made under section 107

(1) The Board may, subject to such conditions as may be prescribed, make an agreement under section 107 only with one or more of the following—

(a) an NHS trust or an NHS foundation trust, (b) a dental practitioner,

(c) a health care professional,

(d) an individual who is providing services—

(i) under a general medical services contract or a general dental services contract or a Welsh general medical services contract or a Welsh general dental services contract,

(ii) in accordance with section 107 arrangements, section 92 arrangements, section 50 arrangements, section 64 arrangements, section 17C arrangements or Article 15B arrangements, or

(iii) under section 17J or 25 of the 1978 Act or Article 57 or 61 of the Health and Personal Social Services (Northern Ireland) Order 1972 (S.I. 1972/1265 (N.I.14)), or has so provided them within such period as may be prescribed,

(e) an NHS employee, a section 107 employee, a section 92 employee, a section 50 employee, a section 64 employee, a section 17C
employee or an Article 15B employee,

(f) a dental corporation,

(fa) a company limited by shares where the conditions in subsection (1A) are satisfied,

(fb) a limited liability partnership where subsection (1B) or (1C) applies

(1A) The conditions referred to in subsection (1)(fa) are that—

(a) every person who owns a share in the company owns it both legally and beneficially, and

(b) it is not possible for two or more members of the company who are not persons who fall within subsection (1)(a) to (e) to hold the majority of the voting rights conferred by shares in the company on any matter on which members have such rights.

(1B) This subsection applies if a member of the partnership who falls within subsection (1)(a) to (e) has the power to secure that the partnership's affairs are conducted in accordance with that member's wishes.

(1C) This subsection applies if, in any combination of members of the partnership who, acting together, have the power (or who, if they were to act together, would have the power) to secure that the partnership's affairs are conducted in accordance with their wishes, at least one of them falls within subsection (1)(a) to (e).

(2) ...

(3) In this section—

- “the 1978 Act” means the National Health Service (Scotland) Act 1978 (c.29),

- “Article 15B arrangements” means arrangements for the provision of services made under Article 15B of the Health and Personal Social Services (Northern Ireland) Order 1972,

- “Article 15B employee” means an individual who, in connection with the provision of services in accordance with Article 15B arrangements, is employed by a person providing or performing those services,

- “dental corporation” means a body corporate which is carrying on the business of dentistry in accordance with the Dentists Act 1984,

- “health care professional” means a person who is a member of a profession regulated by a body mentioned (at the time the agreement in
question is made) in section 25(3) of the National Health Service Reform and Health Care Professions Act 2002 (c. 17),

“NHS employee” means an individual who, in connection with the provision of services in the health service, the Scottish health service or the Northern Ireland health service, is employed by–

an NHS trust, an NHS foundation trust or (in Northern Ireland) a Health and Social Services Trust, (b) a Local Health Board,
   o a person who is providing services under a general medical services contract or a general dental services contract or a Welsh general medical services contract or a Welsh general dental services contract,

an individual who is providing services as specified in subsection(1)(d)(iii),

“the Northern Ireland health service” means the health service within the meaning of the Health and Personal Social Services (Northern Ireland) Order 1972,

“the Scottish health service” means the health service within the meaning of the National Health Service (Scotland) Act 1978,

“section 17C arrangements” means arrangements for the provision of services made under section 17C of the 1978 Act,

“section 17C employee” means an individual who, in connection with the provision of services in accordance with section 17C arrangements, is employed by a person providing or performing those services,

“section 50 arrangements” means arrangements for the provision of services made under section 50 of the National Health Service (Wales) Act 2006 (c. 42),

“section 64 arrangements” means arrangements for the provision of services made under section 64 of that Act,

“section 107 employee” means an individual who, in connection with the provision of services in accordance with section 107 arrangements, is employed by a person providing or performing those services,

“section 92 employee” means an individual who, in connection with the provision of services in accordance with section 92 arrangements, is employed by a person providing or performing those services,
“section 50 employee” means an individual who, in connection with the provision of services in accordance with section 50 arrangements, is employed by a person providing or performing those services,

“section 64 employee” means an individual who, in connection with the provision of services in accordance with section 64 arrangements, is employed by a person providing or performing those services,

“Welsh general medical services contract” means a contract under section 42(2) of the National Health Service (Wales) Act 2006, and

“Welsh general dental services contract” means a contract under section 57(2) of that Act.

3. Regulations 3 to 5 of the PDS Regulations

3. Conditions:
   introductory

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

(a) regulation 4; and

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

4. General conditions relating to all agreements

(1) The Board may make an agreement with an individual falling within section 28D(1)(b) to (d) if that individual does not fall within paragraph (3).

(2) The Board may make an agreement with a person only if

(a) in the case of a dental corporation, that dental corporation, or any director, chief executive or secretary of that corporation; or

(b) in the case of a company limited by shares, that company limited by shares, or any director, chief executive or secretary of that company; or

(c) in the case of a limited liability partnership, that limited liability partnership, or any member of that partnership, does not fall within paragraph (3).
(3) A person falls within this paragraph if:

(a) he or it (in the case of a dental corporation, a company limited by shares, or a limited liability partnership) is the subject of a national disqualification;

(b) subject to paragraph (4), he or it is disqualified or suspended (other than by an interim suspension order or direction pending an investigation) from practising by any licensing body anywhere in the world;

(c) within the period of five years prior to the date the agreement is to be commenced or, if earlier, the date on which the agreement is to be signed—

(i) he has been dismissed (otherwise than by reason of redundancy) from any employment by a health service body, unless he has subsequently been employed by that health service body or another health service body and paragraph (5) applies to him or that dismissal was the subject of a finding of unfair dismissal by any competent tribunal or court; or

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

(d) he has been convicted in the United Kingdom of—

(i) murder; or

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

(e) subject to paragraph (6), he has been convicted outside the United Kingdom of an offence—

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

(ii) committed on or after 14th December 2001, which would if committed in England and Wales, constitute a criminal offence other than murder, and been sentenced to a term of imprisonment of over six months;
(f) he has been convicted of an offence referred to in Schedule 1 to
the Children and Young Persons Act 19335 (offences
against children and young persons with respect to which
special provisions of this Act apply) or Schedule 1 to the
Criminal Procedure (Scotland) Act 1995 (offences against children
under the age of 17 years to which special provisions apply)
committed on or after 1st April 2006;

(g) he or it has—

(i) been adjudged bankrupt or had sequestration of his estate
awarded or is a person in relation to whom a moratorium
period under a debt relief order (under Part 7A of the
Insolvency Act 1986) applies unless he has been
discharged from the bankruptcy or the sequestration or the
bankruptcy order has been annulled;

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

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

(h) an administrator, administrative receiver or receiver is appointed
in respect of it;

(i) he has within the period of five years prior to the date the
agreement is to be commenced or, if earlier, the date on which
the agreement is to be signed—

(i) been removed from the office of charity trustee or trustee
for a charity by an order made by the Charity
Commissioners or the High Court on the grounds of any
misconduct or mismanagement in the administration of the
charity for which he was responsible or to which he
was privy, or which he by his conduct contributed
to or facilitated;

(ii) been removed under section 7 of the Law Reform
(Miscellaneous Provisions) (Scotland) Act 1990 (powers
of the Court of Session to deal with management of charities)
or under section 34 of the Charities and Trustee Investment (Scotland) Act 2005 (powers of Court of Session), from being concerned in the management or control of any body; or

(iii) been subject to a disqualification order under the Company Directors Disqualification Act 198612, the Companies (Northern Ireland) Order 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).

(4) A person shall not fall within paragraph (3)(b) where the Board is satisfied that the disqualification or suspension from practising is imposed by a licensing body outside the United Kingdom and it does not make that person unsuitable to be—

(a) a party to an agreement;

(b) a director, chief executive or secretary of a dental corporation, in the case of an agreement with a dental corporation;

(c) a director, chief executive or secretary of a company limited by shares, in the case of an agreement with a company limited by shares; or

(d) a member of a limited liability partnership, in the case of an agreement with a limited liability partnership.

(5) Where a person has been employed as a member of a health care profession any subsequent employment must also be as a member of that profession.

(6) A person shall not fall within paragraph (3)(e) where the Board is satisfied that the conviction does not make the person unsuitable to be—

(a) a party to an agreement;

(b) a director, chief executive or secretary of a dental corporation, in the case of an agreement with a dental corporation;

(c) a director, chief executive or secretary of a company limited by shares, in the case of an agreement with a company limited by shares; or

(d) a member of a limited liability partnership, in the case of an agreement with a limited liability partnership.

(7) For the purposes of paragraph (3)(c)(i), a health service body includes a
Strategic Health Authority or a Primary Care Trust which was established before the coming into force of sections 33 and 34 of the 2012 Act.

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

(1) Subject to paragraph (2), it is a condition in the case of an agreement to be entered into with a dental corporation or a company limited by shares on or after the date of the coming into force of article 39 of the Dentists Act Order, that no—

   (a) offence has been or is being committed under section 43 of the Dentists Act; or

   (b) financial penalty has been imposed under section 43B or 44 of the Dentists Act.

(2) Paragraph (1) shall not apply if the Board is satisfied that any offence under section 43 or penalty imposed under section 43B or 44 of the Dentists Act does not make a dental corporation or a company limited by shares unsuitable to be a contractor, whether by virtue of the time that has elapsed since any conviction or penalty was imposed, or otherwise.
Annex 4 Template Variation Notice for Legislation / Regulatory Change – GDS Contracts

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

[date]

Dear [Name]

Notice of variation to your GDS contract

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

[insert variation wording or attach the model variation]

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

Yours sincerely

[Name]

[Job title, etc]
Annex 5 Template Variation Notice for Legislation / Regulatory Change – PDS Agreement

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

[date]

Dear [Name]

Notice of variation to your PDS agreement

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

[insert variation wording]

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

Yours sincerely

[Name]

[Job title, etc]
Annex 6 General GDS contract or PDS agreement variation

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

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

[title/explanation for variation being issued]

The text of the Standard General Dental Services / Personal Dental Services [Delete as appropriate] Variation Notice [month and year] has been prepared by [local team name] on behalf of […].

This variation forms part of your standard general dental services contract / personal dental services agreement [delete as appropriate] [month and year of original contract issue] and the contents within the variation document supersede the prior contracts clauses as from the date of agreed effectiveness or the date of the variation document if it contains no timescale.
Standard GDS Contract /PDS Agreement Variation Notice

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

Dear [contract holder’s name]

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

[original clause number and text]

Is replaced by the following:
[amended text to the clause]

Starting from: [date]

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

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

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

Dated: [date]

Signed:

Print officer’s name: [officer’s name]

On behalf of [Local team]
Standard GDS Contract /PDS Agreement Variation Notice

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

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

Include summary of variation i.e. [insert] clauses

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

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

Print name:

Date:
Annex 7 Notification of Sub-Contracting Arrangements

<table>
<thead>
<tr>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number:</td>
</tr>
</tbody>
</table>

I/we notify that a sub-contract has been agreed to provide clinical services for the above contract. The sub-contractor’s details are:

<table>
<thead>
<tr>
<th>Organisation/Individual Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NHS Contract Number (if applicable):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Performer Names &amp; Numbers</th>
<th>Name</th>
<th>Performer Number</th>
</tr>
</thead>
</table>

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

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

Signed: .................................
Dated: .................................
Annexes 8 – 11 Template Requests for information – Changes to the Contracting Parties

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

Annex 8A – Request for information relating to change from individual to partnership – GDS contracts
Annex 8 B – Acknowledgement of information relating to change from individual to partnership – GDS contracts
Annex 8C – Template GDS variation relating to change from individual to partnership
Annex 9 A – Request for information relating to change from individual to more than one individual – PDS agreements
Annex 9 B – Acknowledgement of information relating to change from individual to more than one individual – PDS agreements
Annex 9C - Template PDS variation relating to change from individual to partnership
Annex 10A – Request for information relating to change from partnership to individual – GDS contract
Annex 10 B – Acknowledgement of information relating to change from partnership to individual – GDS contract
Annex 10C - Template GDS variation relating to change from partnership to individual
Annex 11 A – Request for information relating to change from more than one individual to an individual - PDS agreement
Annex 11 B – Acknowledgement of information relating to change from more than one individual to an individual - PDS agreement
Annex 11C - Template PDS variation relating to change from partnership to individual
1.1 Annex 8A

Request for Information Relating to Change from Individual to Partnership – GDS contracts

**NOTICE TO BE COMPLETED BY GDS CONTRACTOR PROPOSING TO PRACTISE IN PARTNERSHIP**

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

<table>
<thead>
<tr>
<th>Name of current Contract Holder:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Contract Number:</td>
<td></td>
</tr>
<tr>
<td>Practice Address:</td>
<td></td>
</tr>
</tbody>
</table>

1. Please provide us with the name in which you wish the Partnership contract to be known as:


2. Please state the date on which you wish your status as a contractor to change to a partnership (at least 28 days from the date the 292 Notice is received by the [insert name ] Regional Team and the 1st day of the month):


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

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

<table>
<thead>
<tr>
<th>Name of existing partner</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the proposed partner a registered dentist?</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>If yes provide GDC registration number</td>
<td></td>
</tr>
</tbody>
</table>
If no, confirm that the Partner meets with conditions set out in section 102(2) of the NHS Act 2006 and provide details as to how they meet the requirements.

<table>
<thead>
<tr>
<th>Name of proposed partner</th>
<th>Is the proposed partner a registered dentist?</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>No</td>
<td>☐</td>
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</tbody>
</table>

If yes provide GDC registration number

If no, confirm that the Partner meets with conditions set out in section 102(2) of the NHS Act 2006 and provide details as to how they meet the requirements.

<table>
<thead>
<tr>
<th>Name of proposed partner</th>
<th>Is the proposed partner a registered dentist?</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>No</td>
<td>☐</td>
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</tbody>
</table>

If yes provide GDC registration number

If no, confirm that the Partner meets with conditions set out in section 102(2) of the NHS Act 2006 and provide details as to how they meet the requirements.

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

☐ Yes  ☐ No
If yes:
Partner 1______________________________ will be □ a limited partner or □ a general partner
Partner 2______________________________ will be □ a limited partner or □ a general partner
Partner 3______________________________ will be □ a limited partner or □ a general partner

If limited partnership:
Name of limited partnership ___________________________
and registration number ___________________________

5. I confirm that I have a partnership agreement in place  □ Yes □ No

6. I confirm that I have done the following pre-employment checks:

- Confirmed that the proposed partner(s) is registered with the GDC (if applicable)
  □ Yes □ No

- Confirmed whether there are any conditions associated with the GDC registration (if applicable)
  □ Yes □ No

- Checked that the proposed partner(s) is on the National Performers List (if applicable)
  □ Yes □ No

- I confirm that I have checked the declaration made by the proposed partner(s) and I agree with the declaration following my pre-employment checks
  □ Yes □ No
By signing this form, you confirm that the information provided in it is true and complete. The Local Team may take steps to verify any of the information that you provide. Should any of the information be false, your GDS Contract may be terminated.

**Contract Holder:**

Signature:  

Name:  


Please complete the following questions for each partner.

Name of existing partner: _____________________________________

7. Have there been any previous or current contractual or performance issues relating to the provision of NHS dental services?

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<tr>
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<th>Yes</th>
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If yes, please provide details:

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8. Have you been the subject of a national disqualification?

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<th></th>
<th>Yes</th>
<th>No</th>
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If yes, please provide details:

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9. Have you been disqualified or suspended from practising by any licensing body anywhere in the world?

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<th></th>
<th>Yes</th>
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If yes, please provide details:

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10. Have you ever been dismissed from employment by a health service body?

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<th>Yes</th>
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If yes, please provide details:

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11. Have you ever been refused admission to, or removed from, a Performers’ List or other primary care list?

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<th></th>
<th>Yes</th>
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If yes, please provide details:
12. Have you ever been convicted of:

a) Murder

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<th>Yes</th>
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</table>

If yes, please provide details:

b) A criminal offence other than murder for which you were sentenced to more than six months imprisonment

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<th>Yes</th>
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</table>

If yes, please provide details:

c) An offence overseas that would, if committed in England and Wales, have fallen within 12 (a) or (b)

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<th>Yes</th>
<th>No</th>
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</table>

If yes, please provide details:

d) An offence referred to in Schedule 1 to the Children and Young Persons Act 1933 or Schedule 1 to the Criminal Procedure (Scotland) Act 1995?

<table>
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<th>Yes</th>
<th>No</th>
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</table>

If yes, please provide details:
13. Have you ever:

a) Been adjudged bankrupt or had sequestration of your estate awarded

<table>
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<th>Yes</th>
<th>No</th>
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If yes, please provide details:

b) Been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986

<table>
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<tr>
<th>Yes</th>
<th>No</th>
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</table>
If yes, please provide details:

c) Made a composition or arrangement with, or granted a trust deed for, your creditors

<table>
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<tr>
<th>Yes</th>
<th>No</th>
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</table>
If yes, please provide details:

d) Had an administrator, administrative receiver or receiver appointed in respect of it

<table>
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<tr>
<th>Yes</th>
<th>No</th>
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If yes, please provide details:

e) Been removed from the office of charity trustee or trustee for a charity by an order of the Charity Commissioners or the High Court

<table>
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<th>Yes</th>
<th>No</th>
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If yes, please provide details:
f) Been removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 from being concerned in the management or control of any body

☐ Yes     ☐ No

If yes, please provide details:


g) Been subject to a disqualification under the Company Directors Disqualification Act 1986, the Companies (Northern Ireland) Order 1986 or to an order under section 429 (2) (b) of the Insolvency Act 1986

☐ Yes     ☐ No

If yes, please provide details:


14. For the purpose of your GDS Contract do you wish to be considered as a Health Body?

☐ Yes     ☐ No
Please complete the following questions for each partner.

Name of proposed partner: ________________________________

15. Have there been any previous or current contractual or performance issues relating to the provision of NHS dental services?

☐ Yes ☐ No
If yes, please provide details:

Have you been the subject of a national disqualification?

☐ Yes ☐ No
If yes, please provide details:

16. Have you been disqualified or suspended from practising by any licensing body anywhere in the world?

☐ Yes ☐ No
If yes, please provide details:

17. Have you ever been dismissed from employment by a health service body?

☐ Yes ☐ No
If yes, please provide details:

18. Have you ever been refused admission to, or removed from, a Performers’ List or other primary care list?

☐ Yes ☐ No
If yes, please provide details:
19. Have you ever been convicted of:

a) Murder

☐ Yes  ☐ No
If yes, please provide details:

b) A criminal offence other than murder for which you were sentenced to more than six months imprisonment

☐ Yes  ☐ No
If yes, please provide details:

c) An offence overseas that would, if committed in England and Wales, have fallen within 8 (a) or (b)

☐ Yes  ☐ No
If yes, please provide details:

d) An offence referred to in Schedule 1 to the Children and Young Persons Act 1933 or Schedule 1 to the Criminal Procedure (Scotland) Act 1995?

☐ Yes  ☐ No
If yes, please provide details:
20. Have you ever:

a) Been adjudged bankrupt or had sequestration of your estate awarded

☐ Yes    ☐ No
If yes, please provide details:

b) Been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986

☐ Yes    ☐ No
If yes, please provide details:

c) Made a composition or arrangement with, or granted a trust deed for, your creditors

☐ Yes    ☐ No
If yes, please provide details:

d) Had an administrator, administrative receiver or receiver appointed in respect of it

☐ Yes    ☐ No
If yes, please provide details:

e) Been removed from the office of charity trustee or trustee for a charity by an order of the Charity Commissioners or the High Court

☐ Yes    ☐ No
If yes, please provide details:
### OFFICIAL

f) Been removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 from being concerned in the management or control of any body

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
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</table>

If yes, please provide details:

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g) Been subject to a disqualification under the Company Directors Disqualification Act 1986, the Companies (Northern Ireland) Order 1986 or to an order under section 429 (2) (b) of the Insolvency Act 1986

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
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</table>

If yes, please provide details:

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21. For the purpose of your GDS Contract do you wish to be considered as a Health Body?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
To be signed by the proposed partner and countersigned by the current partner

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

Proposed Partner:

Signature:  

Name:  

Email address:  

Date:  

Existing Partner

I AGREE WITH THIS DECLARATION

Signature:  

Name:  

Email address:  

Date:  
1.2 Annex 8B

Acknowledgement of Information Relating to Change from Individual to Partnership – GDS Contracts

[insert date]

Dear [name]

Contract details - [insert name of contract]

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

[I can confirm that we are satisfied that the information meets the conditions to enable us to agree that the Contract will continue with the partnership with effect from [insert date]. We include a variation notice with this letter. I have included two copies of the variation notice which I would be grateful if you could return after being signed. We will then sign the documents and return a copy for you to retain for your records.

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

OR

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

Yours sincerely

[name]

[title]
1.3 Annex 8C

Template variation relating to Change from Individual to Partnership – GDS Contracts

Standard GDS Contract Variation Notice

[insert contract number]
[insert date]

Standard General Dental Services Contract Variation Notice for:

Clause 292 Individual Dental Practitioner Alteration

The text of the Standard General Dental Services Variation Notice [insert date] has been prepared by NHS England on behalf of the National Health Services Commissioning Board (NHS CB).

This variation forms part of your Standard General Dental Services Contract dated [insert date] and the contents within the variation document supersede the prior contracts clauses as from the date of agreed effectiveness or the date of the variation document if it contains no timescale.
Standard GDS Contract Variation Notice

[insert contract number]
[insert date]

[insert practice name and address]

Notice of variation to your General Dental Services Contract dated [insert date].

Schedule 1 (Individual)

Part 1
The Board whose name, address, telephone number, fax number and email address (if any) is:

Part 2
The Contractor is a dental practitioner whose name, address, telephone number, fax number (if any) and email address (if any) is:

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

Is replaced by the following:

Schedule 1 (Partnership)

Part 1
The Board whose name, address, telephone number, fax number and email address (if any) is
Part 2

The Contractor is a [limited]¹ partnership under the name of [ ] carrying on business at [address of place of business]

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

[insert details here]

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

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

<table>
<thead>
<tr>
<th></th>
<th>GENERAL / LIMITED²</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GENERAL / LIMITED</td>
</tr>
<tr>
<td></td>
<td>GENERAL / LIMITED</td>
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<tr>
<td></td>
<td>GENERAL / LIMITED</td>
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<td>GENERAL / LIMITED</td>
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<td>GENERAL / LIMITED</td>
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<tr>
<td></td>
<td>GENERAL / LIMITED</td>
</tr>
<tr>
<td></td>
<td>GENERAL / LIMITED</td>
</tr>
</tbody>
</table>

The Contract is made with the partnership as it is from time to time constituted and shall continue to subsist notwithstanding:

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

(2) the addition of any one or more partners.³

¹ Please delete if this is not applicable. Regulation 10(b)(i) of the Regulations requires that the Contract specify in the case of a partnership whether or not it is a limited partnership.

² Please delete whichever is not applicable. Regulation 10(b)(ii) of the Regulations requires that the Contract specify in the case of a partnership the names of the partners and, in the case of a limited partnership, their status as a general or limited partner.

³ This provision is required by regulation 12(1) of the Regulations.
The Contractor shall ensure that any person who becomes a member of the partnership after the Contract has come into force is bound automatically by the Contract whether by virtue of a partnership deed or otherwise.
Standard GDS Contract Variation Notice

[INSERT CONTRACT NUMBER]
[INSERT DATE]

[INSERT PRACTICE NAME AND ADDRESS]

These variation(s) are made to reflect changes arising from:
Change of circumstances: New Partnership listing from [INSERT DATE] to the Standard General Dental Services Contract that you hold. This is to ensure compliance with the terms of the NHS General Dental Services Regulations 2005, and with the required terms arising from the National Health Service Commissioning Board Team.

[INSERT PRACTICE NAME] acknowledge receipt of the notice of variation of which the above is a duplicate. We acknowledge that this notice will take effect from [INSERT DATE].

On behalf of [INSERT PRACTICE NAME]:
Date: Date:
Signed: Signed:
Date:
Signed:

On behalf of NHS England:
Date: Date:
Signed: Signed:
[INSERT NAME] [INSERT NAME]
[INSERT TITLE] [INSERT TITLE]
## Annex 9

### 1.4 Annex 9A

Request for Information Relating to Change from Individual to More than One Individual – PDS agreements

**NOTICE TO BE COMPLETED BY PDS CONTRACTOR PROPOSING TO INCLUDE AN ADDITIONAL AUTHORISED SIGNATORY**

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

<table>
<thead>
<tr>
<th>Name of Contract Holder:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Contract Number:</td>
<td></td>
</tr>
<tr>
<td>Practice Address:</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Name of existing authorised signatory</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Are they a registered dentist?</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>If yes provide GDC registration number</td>
<td></td>
</tr>
<tr>
<td>If no, confirm that the Partner meets with conditions set out in section 102(2) of the NHS Act and provide details as</td>
<td></td>
</tr>
<tr>
<td>Name of proposed additional authorised signatory</td>
<td></td>
</tr>
<tr>
<td>Are they a registered dentist?</td>
<td>Yes</td>
</tr>
<tr>
<td>If yes provide GDC registration number</td>
<td></td>
</tr>
<tr>
<td>If no, confirm that the Partner meets with conditions set out in section 102(2) of the NHS Act and provide details as to how they meet the requirements.</td>
<td></td>
</tr>
</tbody>
</table>

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

I confirm that I have done the following checks:

- Confirmed that the proposed signatory is registered with the GDC (if applicable)
  - Yes [ ] No [ ]

- Confirmed whether there are any conditions associated with the GDC registration (if applicable)
  - Yes [ ] No [ ]
• Checked that the proposed signatory is on the National Performers List (if applicable)
  □ Yes □ No

• I confirm that I have checked the declaration made by the proposed signatory and I agree with the declaration
  □ Yes □ No

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

Contract Holder:

Signature: ................................................................................................................................................

Name: .................................................................................................................................................

Email address: ......................................................................................................................................

Date: ....................................................................................................................................................
Please complete the following questions for each authorised signatory.

Name of existing authorised signatory: ____________________________

Have there been any previous or current contractual or performance issues relating to the provision of NHS dental services?

☐ Yes       ☐ No
If yes, please provide details:

Have you been the subject of a national disqualification?

☐ Yes       ☐ No
If yes, please provide details:

Have you been disqualified or suspended from practising by any licensing body anywhere in the world?

☐ Yes       ☐ No
If yes, please provide details:

Have you ever been dismissed from employment by a health service body?

☐ Yes       ☐ No
If yes, please provide details:

Have you ever been refused admission to, or removed from, a Performers’ List or other primary care list?

☐ Yes       ☐ No
If yes, please provide details:
Have you ever been convicted of:

a) Murder

☐ Yes ☐ No
If yes, please provide details:

b) A criminal offence other than murder for which you were sentenced to more than six months imprisonment

☐ Yes ☐ No
If yes, please provide details:

c) An offence overseas that would, if committed in England and Wales, have fallen within (a) or (b) above

☐ Yes ☐ No
If yes, please provide details:

d) An offence referred to in Schedule 1 to the Children and Young Persons Act 1933 or Schedule 1 to the Criminal Procedure (Scotland) Act 1995?

☐ Yes ☐ No
If yes, please provide details:
Have you ever:

e) Been adjudged bankrupt or had sequestration of your estate awarded

☐ Yes  ☐ No
If yes, please provide details:

f) Been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986

☐ Yes  ☐ No
If yes, please provide details:

g) Made a composition or arrangement with, or granted a trust deed for, your creditors

☐ Yes  ☐ No
If yes, please provide details:

h) Had an administrator, administrative receiver or receiver appointed in respect of it

☐ Yes  ☐ No
If yes, please provide details:

i) Been removed from the office of charity trustee or trustee for a charity by an order of the Charity Commissioners or the High Court

☐ Yes  ☐ No
If yes, please provide details:
j) Been removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 from being concerned in the management or control of any body

☐ Yes ☐ No
If yes, please provide details:

k) Been subject to a disqualification under the Company Directors Disqualification Act 1986, the Companies (Northern Ireland) Order 1986 or to an order under section 429 (2) (b) of the Insolvency Act 1986

☐ Yes ☐ No
If yes, please provide details:

For the purpose of your PDS Agreement do you wish to be considered as a Health Body?

☐ Yes ☐ No
Please complete the following questions for each authorised signatory.

**Name of proposed additional authorised signatory:**

Have there been any previous or current contractual or performance issues relating to the provision of NHS dental services?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
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<tbody>
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</table>

If yes, please provide details:

Have you been the subject of a national disqualification?

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<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
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</tbody>
</table>

If yes, please provide details:

Have you been disqualified or suspended from practising by any licensing body anywhere in the world?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
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</table>

If yes, please provide details:

Have you ever been dismissed from employment by a health service body?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>

If yes, please provide details:

Have you ever been refused admission to, or removed from, a Performers’ List or other primary care list?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

If yes, please provide details:
Have you ever been convicted of:

a) Murder

☐ Yes ☐ No

If yes, please provide details:

b) A criminal offence other than murder for which you were sentenced to more than six months imprisonment

☐ Yes ☐ No

If yes, please provide details:

c) An offence overseas that would, if committed in England and Wales, have fallen within (a) or (b) above

☐ Yes ☐ No

If yes, please provide details:

d) An offence referred to in Schedule 1 to the Children and Young Persons Act 1933 or Schedule 1 to the Criminal Procedure (Scotland) Act 1995?

☐ Yes ☐ No

If yes, please provide details:

Have you ever:

a) Been adjudged bankrupt or had sequestration of your estate awarded

☐ Yes ☐ No

If yes, please provide details:
b) Been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986

☐ Yes  ☐ No
If yes, please provide details:


c) Made a composition or arrangement with, or granted a trust deed for, your creditors

☐ Yes  ☐ No
If yes, please provide details:


d) Had an administrator, administrative receiver or receiver appointed in respect of it

☐ Yes  ☐ No
If yes, please provide details:


e) Been removed from the office of charity trustee or trustee for a charity by an order of the Charity Commissioners or the High Court

☐ Yes  ☐ No
If yes, please provide details:


f) Been removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 from being concerned in the management or control of any body

☐ Yes  ☐ No
If yes, please provide details:
g) Been subject to a disqualification under the Company Directors Disqualification Act 1986, the Companies (Northern Ireland) Order 1986 or to an order under section 429 (2) (b) of the Insolvency Act 1986

☐ Yes ☐ No
If yes, please provide details:

For the purpose of your PDS Agreement do you wish to be considered as a Health Body?

☐ Yes ☐ No

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

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

Proposed additional authorised signatory:

Signature:

Name:

Email address:

Date:

Existing provider

I AGREE WITH THIS DECLARATION

Signature:

Name:

Email address:
1.5 Annex 9B

Acknowledgement of Information Relating to Change from Individual to More than One Individual – PDS Agreement

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

[insert date]

Dear [name]

Contract details - [insert name of contract]

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

[I can confirm that we are satisfied that the information meets the conditions to enable us to agree that the Agreement will continue with more than one individual with effect from [insert date]. We include a variation notice with this letter. I have included two copies of the variation notice which I would be grateful if you could return after being signed. We will then sign the documents and return one copy for you to retain for your records.

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

OR

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

Yours sincerely

[name]

[title]
1.6 Annex 9C

Template variation Relating to Change from Individual to Partnership – GDS Contracts

Standard PDS Agreement Variation Notice

[insert contract number]
[insert date]

Standard Personal Dental Services Contract Variation Notice for:

Individual Dental Practitioner Alteration

The text of the Standard Personal Dental Services Variation Notice [insert date] has been prepared by NHS England on behalf of the National Health Services Commissioning Board (NHS CB).

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

[insert contract number]
[insert date]

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

Schedule 1 (Individual)

Part 1
The Board whose name, address, telephone number, fax number and email address (if any) is:


Part 2
The Contractor is a dental practitioner whose name, address, telephone number, fax number (if any) and email address (if any) is:


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

Is replaced by the following:

Schedule 1 (Limited Liability Partnership)

Part 1
The Board whose name, address, telephone number, fax number and email address (if any) is:


Part 2
The Contractor is a limited liability partnership whose name and address of the registered office is:

The address to which official correspondence and notices may be sent is, and the contact telephone number, fax number (if any) and email address (if any) is:

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

[INSERT CONTRACT NUMBER]
[INSERT DATE]

[INSERT PRACTICE NAME AND ADDRESS]

These variation(s) are made to reflect changes arising from:
Change of circumstances: Additional signatories from [INSERT DATE] to the Standard Personal Dental Services agreement that you hold. This is to ensure compliance with the terms of the NHS (Personal Dental Services Agreement) Regulations 2005, and with the required terms arising from the National Health Service Commissioning Board Team.

[INSERT PROVIDER NAME] acknowledge receipt of the notice of variation of which the above is a duplicate. We acknowledge that this notice will take effect from [INSERT DATE].

On behalf of [INSERT PROVIDER NAME]:
Date: Date:

Signed: Signed:
Date:

[INSERT NAME] [INSERT NAME]
[INSERT TITLE] [INSERT TITLE]
Annex 10

1.7 Annex 10A

Request for Information Relating to Change from Partnership to Individual – GDS Contract

[date]

Dear [name]

Change from Partnership to Individual – [insert GDS contract reference]

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

Contract number:

Practice Address:

<table>
<thead>
<tr>
<th>The names of the former partner who is nominated to take forward the contract:</th>
<th>[insert the nominated partner's name]</th>
</tr>
</thead>
<tbody>
<tr>
<td>The, address, telephone number, fax number and email address of check that the nominated partner:</td>
<td>[insert]</td>
</tr>
<tr>
<td>Confirm that the nominated partner satisfies the conditions imposed by regulations 4 and 5 of the NHS (General Dental Services Contracts) Regulations 2005:</td>
<td>[indicating whether the nominated person satisfies the conditions imposed by regulations 4 and 5]</td>
</tr>
<tr>
<td>The proposed date from which this change is to be implemented:</td>
<td>[insert date]</td>
</tr>
</tbody>
</table>
Detail how the nominated partner will continue to deliver the full range of services currently provided: [insert details] [insert date]

CQC registration obtained

Signed by current partner, [insert name]  
Date ____________________________

Signed by current partner, [insert name]  
Date ____________________________

Signed by current partner nominated to take contract forward [insert name]  
Date ____________________________

[add further signatures lines as necessary]

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

Yours sincerely

[name]  
$title
1.8 Annex 10B

Acknowledgement of Information Relating to Change from Partnership to Individual – GDS Contract

[insert date]

Dear [name]

Contract details - [insert name of contract]

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

[I can confirm that we are satisfied that the information meets the conditions to enable us to agree that the Contract will continue with the individual with effect from [insert date]. We include a variation notice with this letter. I have included two copies of the variation notice which I would be grateful if you could return after being signed. We will then sign the documents and return one copy for you to retain for your records.

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

OR

We are not satisfied that the person you have nominated is eligible to hold a GDS contract. This is because [insert]. The Contract will remain with you the partnership until this matter can be resolved and we agree that the Contract can be varied.]

Yours sincerely

[name]

[title]
1.9 Annex 10C

Template variation Relating to Change from Partnership to Individual – GDS Contracts

Standard GDS Contract Variation Notice

[insert contract number]
[insert date]

Standard General Dental Services Contract Variation Notice for:

**Partnership to Individual Alteration**

The text of the Standard General Dental Services Variation Notice [insert date] has been prepared by NHS England on behalf of the National Health Services Commissioning Board (NHS CB).

This variation forms part of your Standard General Dental Services Contract dated [1 April 2006 or insert other date] and the contents within the variation document supersede the prior contracts clauses as from the date of agreed effectiveness or the date of the variation document if it contains no timescale.
Standard GDS Contract Variation Notice

[insert contract number]
[insert date]

[insert provider name and address]

Notice of variation to your General Dental Services Contract dated [1 April 2006 or insert correct date].

Schedule 1 (Partnership)

Part 2
The Contractor is a dental practitioner whose name, address, telephone number, fax number (if any) and email address (if any) is:

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

Schedule 2
The Contractor is a [limited] partnership under the name of [ ] carrying on business at [address of place of business]
The telephone number, fax number (if any) and email address (if any) of the Contractor are as follows:-
[insert details here]
If there is any change to the addresses and contact details specified in Part 1 or Part 2 of this Schedule, the party whose details have changed must give notice in writing to the other party as soon as is reasonably practicable.
The names of the partners at the date of signature of this Contract are:

| | GENERAL / LIMITED
| | GENERAL / LIMITED
| | GENERAL / LIMITED

The Contract is made with the partnership as it is from time to time constituted and shall

---

4 Please delete if this is not applicable. Regulation 10(b)(i) of the Regulations requires that the Contract specify in the case of a partnership whether or not it is a limited partnership.

5 Please delete whichever is not applicable. Regulation 10(b)(ii) of the Regulations requires that the Contract specify in the case of a partnership the names of the partners and, in the case of a limited partnership, their status as a general or limited partner.
continue to subsist notwithstanding:

(3) the retirement, death or expulsion of any one or more partners; and/or

(4) the addition of any one or more partners.\(^6\)

The Contractor shall ensure that any person who becomes a member of the partnership after the Contract has come into force is bound automatically by the Contract whether by virtue of a partnership deed or otherwise.

Is replaced by the following:

**Schedule 1 (Individual)**

**Part 2**

The Contractor is a dental practitioner whose name, address, telephone number, fax number (if any) and email address (if any)\(^7\) is:

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

---

\(^6\) This provision is required by regulation 12(1) of the Regulations.

\(^7\) Please provide the address to which official correspondence and notices should be sent.
Standard GDS Contract Variation Notice

[INSERT CONTRACT NUMBER]

[INSERT DATE]

[INSERT PROVIDER NAME AND ADDRESS]

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

These variation(s) are made to reflect changes arising from:

Change of circumstances: Resignation of [INSERT NAME] from Partnership to the Standard General Dental Services Contract that you hold. This is to ensure compliance with the terms of the NHS General Dental Services Regulations 2005, and with the required terms arising from the National Health Service Commissioning Board Team.

[INSERT PROVIDER NAME] acknowledges receipt of the notice of variation of which the above is a duplicate. We acknowledge that this notice will take effect from [insert date].

On behalf of [INSERT PROVIDER NAME]:
Date: Date:

Signed: Signed:

On behalf of NHS England:
Date: Date:

Signed: Signed:
[INSERT NAME] [INSERT NAME]
[INSERT TITLE] [INSERT TITLE]
Annex 11

1.10 Annex 11A

Request for Information Relating to Change from More than One Individual to an Individual - PDS Agreement

[date]

Dear [name]

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

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

1. Contract number:
2. Practice Address:

2. The names of the person who will take forward the contract: [insert the person's name]

3. The address, telephone number, fax number and email address of the person who will take forward the contract: [insert]

4. Confirm that the person satisfies the conditions imposed by regulation 4 of the NHS (Personal Dental Services Agreements) Regulations 2005: [Indicating whether the person satisfies the conditions imposed by regulation 4]

5. The proposed date from which this change is to be implemented: [insert date]
6. Detail how the person will continue to deliver the full range of services currently provided:

[insert details]

CQC registration obtained

[insert date]

Signed by current partner, ________________________________

[insert name]

Date ________________________________

Signed by current partner, ________________________________

[insert name]

Date ________________________________

[add further signatures lines as necessary]

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

Yours sincerely

[Name]

[Title]
1.11 Annex 11B

Acknowledgement of Information Relating to More than One Individual to an Individual - PDS Agreement

[insert date]

Dear [name]

Contract details - [insert name of contract]

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

[I can confirm that we are satisfied that the information meets the conditions to enable us to agree that the Agreement will continue with the individual with effect from [insert date]. We include a variation notice with this letter. I have included two copies of the variation notice which I would be grateful if you could return after being signed. We will then sign the documents and return one copy for you to retain for your records.

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

OR

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

Yours sincerely

[name]

[title]
1.12 Annex 11C

Template variation Relating to Change from Partnership to Individual – PDS Agreement

Standard PDS Agreement Contract Variation Notice

[insert contract number]
[insert date]

Standard Personal Dental Services Agreement Variation Notice for:

Partnership to Individual Dental Practitioner Alteration

The text of the Standard Personal Dental Services Variation Notice [insert date] has been prepared by NHS England on behalf of the National Health Services Commissioning Board (NHS CB).

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

[insert contract number]
[insert date]

[insert practice name and address]

Notice of variation to your Personal Dental Services Contract dated [insert date].

**Schedule 1 (Limited Liability Partnership)**

**Part 1**
The Board whose name, address, telephone number, fax number and email address (if any) is


**Part 2**
The Contractor is a limited liability partnership whose name and address of the registered office is:


The address to which official correspondence and notices may be sent is, and the contact telephone number, fax number (if any) and email address (if any) is:


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

Is replaced by:
Schedule 1 (Individual)

Part 1
The Board whose name, address, telephone number, fax number and email address (if any) is:

[Blank]

Part 2
The Contractor is a dental practitioner whose name, address, telephone number, fax number (if any) and email address (if any) is:

[Blank]

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

[INSERT CONTRACT NUMBER]
[INSERT DATE]

[INSERT PRACTICE NAME AND ADDRESS]

These variation(s) are made to reflect changes arising from:

Change of circumstances: Change from more than one individual to individual provider from [INSERT DATE] to the Standard Personal Dental Services Agreement that you hold. This is to ensure compliance with the terms of the regulations, and with the required terms arising from the National Health Service Commissioning Board Team.

[INSERT PROVIDER NAME] acknowledge receipt of the notice of variation of which the above is a duplicate. We acknowledge that this notice will take effect from [INSERT DATE].

On behalf of [INSERT PROVIDER NAME]:

Date:

Signed:

On behalf of NHS England:

Date: Date:

Signed: Signed:

[INSERT NAME] [INSERT NAME]

[INSERT TITLE] [INSERT TITLE]
Annex 12 Letter for single-handed practitioners requesting 24 hour retirement

Address

date

24 hour retirement process

Thank you for your enquiry regarding 24 hour retirement.

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

Retirement from an NHS contract or agreement covers providers and performers. 24-hour retirement usually involves resigning from all involvement in an NHS contract, not returning to the NHS in any capacity for at least 24 hours and not working for more than 16 hours a week in the first month of retirement. Depending on how the contract or agreement was awarded this has contractual implications.

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

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

Yours sincerely

[Name]
[Title]
Annex 13 Contract variation for 24 hour retirement / partnership changes

Standard General Dental Services Contract Variation Notice

The text of the Standard General Dental Services Variation Notice has been prepared by the [insert Local team] on behalf of National Health Services England (NHS England).

This variation forms part of your Standard General Dental Services [1st April 2006 or insert date] and the contents within the variation document supersede the prior contracts clauses as from the date of the agreed effectiveness.
Standard GDS Contract Variation Notice

Dear [insert name]

Notice of Variation to your General Dental Services Contract

Contract Number [insert]

We give you notice under paragraph 62(6) of Schedule 3 to the National Health Service (General Dental Services Contracts) Regulations 2005 ("the Regulations") that the terms of your general dental services contract dated [insert date] are varied as set out below with effect from [insert date].

This variation is made to signify the change of contract with [insert name] as an individual, to a partnership contract, with [insert name] in the Standard General Dental Services Contract dated [1st April 2006 or insert date] and thereby ensure compliance with the Regulations.

This variation is to enable [insert name] apply for 24-hour retirement pension scheme. CQC registration is not required on condition that the contract reverts back to an Individual contract with [insert name] within 28 days of the commencement date of this variation.

We request you to acknowledge receipt of this notice by ensuring all parties to the contract sign the updated contract signature pages at Schedule 2 and returning the enclosed duplicate of it.

WORDING OF VARIATIONS

PART 13 RECORDS, INFORMATION, NOTIFICATIONS AND RIGHTS OF ENTRY

Clauses 231 to 232 inclusive ("Reserved") – REPLACE WITH:

231. The Contractor shall give notice in writing to the Board forthwith when—

231.1 partner leaves or informs his partners that he intends to leave the partnership, and the date upon which he left or will leave the partnership; or

231.2 a new partner joins the partnership.

232. A notice under clause 231.2 shall—
232.1 state the date that the new partner joined the partnership;

232.2 confirm that the new partner is a dental practitioner, or that he satisfies the conditions specified in section 102 of the NHS Act 2006;

232.3 confirm that the new partner meets the conditions imposed by regulation 4 of the Regulations; and

232.4 state whether the new partner is a general or a limited partner.

PART 22 VARIATION AND TERMINATION OF THE CONTRACT

Clauses 292 to 297 inclusive and 306 to 308 inclusive - REPLACE WITH “Reserved.”

Clauses 298 to 304 ( “Reserved.”) – REPLACE WITH “298. Subject to clause 301, where the Contractor consists of two or more individuals practising in partnership, in the event that the partnership is terminated or dissolved, the Contract shall only continue with one of the former partners if that partner is—

298.1 nominated in accordance with clause 300; and

298.2 a dental practitioner,

and provided that the requirements in clauses 299 and 300 are met.

299 The Contractor shall notify the Board in writing at least 28 days in advance of the date on which the Contractor proposes to change its status from that of a partnership to that of an individual dental practitioner pursuant to clause 298.

300 A notice under clause 299 shall—

300.1 specify the date on which the Contractor proposes to change its status from that of a partnership to that of an individual dental practitioner;
OFFICIAL

300.2 specify the name of the dental practitioner with whom the Contract will continue, which must be one of the partners; and

300.3 be signed by all of the persons who are practising in partnership.

301 If a partnership is terminated or dissolved because, in a partnership consisting of two individuals practising in partnership, one of the partners has died, clauses 298 to 300 shall not apply and—

301.1 the Contract shall continue with the individual who has not died only if that individual is a dental practitioner; and

301.2 that individual shall in any event notify the Board in writing as soon as is reasonably practicable of the death of his partner.

302 When the Board receives a notice pursuant to clause 299 or 301.2, it shall acknowledge in writing receipt of the notice, and in relation to a notice served pursuant to 299, the Board shall do so before the date specified pursuant to clause 300.1.

303 Where the Contractor gives notice to the Board pursuant to clause 299 or 301.2, the Board may vary the Contract but only to the extent that it is satisfied is necessary to reflect the change in status of the Contractor from a partnership to an individual dental practitioner.

304 If the Board varies the Contract pursuant to clause 303, it shall notify the Contractor in writing of the wording of the proposed variation and the date upon which that variation is to take effect."

Termination by the Board: additional provisions specific to contracts with two or more individuals practicing in partnership

Clauses 339 to 340 ( “Reserved.”) – REPLACE WITH:

339. Where the Contractor is two or more persons practising in partnership, the Board shall be entitled to terminate the Contract by notice in writing on such date as may be
specified in that notice where one or more partners have left the practice during the existence of the Contract if in its reasonable opinion, the Board considers that the change in membership of the partnership is likely to have a serious adverse impact on the ability of the Contractor or the Board to perform its obligations under the Contract.

340 A notice given to the Contractor pursuant to clause 339 shall specify—

340.1 the date upon which the Contract is to be terminated; and

340.2 the Board’s reasons for considering that the change in the membership of the partnership is likely to have a serious adverse impact on the ability of the Contractor or the Board to perform its obligations under the Contract.

**SCHEDULE 1 – (INDIVIDUAL)**
is deleted in its entirety and replaced with

**SCHEDULE 1 (PARTNERSHIP) attached below**
SCHEDULE 1 (PARTNERSHIP)

Part 1

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


Part 2

The Contractor is a General Partnership under the name of [insert name] carrying on business at [insert address]
The telephone number, fax number (if any) and email address (if any) of the Contractor are as follows:-
Tel:

If there is any change to the addresses and contact details specified in Part 1 or Part 2 of this Schedule, the party whose details have changed must give notice in writing to the other party as soon as is reasonably practicable.
The names of the partners at the date of signature of this Contract are:

<table>
<thead>
<tr>
<th>[insert name]</th>
<th>GENERAL/LIMITED</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert name]</td>
<td>GENERAL/LIMITED</td>
</tr>
</tbody>
</table>

The Contract is made with the partnership as it is from time to time constituted and shall continue to subsist notwithstanding:

(5) the retirement, death or expulsion of any one or more partners; and/or

(6) the addition of any one or more partners.

The Contractor shall ensure that any person who becomes a member of the partnership after the Contract has come into force is bound automatically by the Contract whether by virtue of a partnership deed or otherwise.
SIGNATURES OF THE PARTIES TO THE CONTRACT

Signed: _________________________________ Date: ________________

[insert name]  
On behalf of NHS England – [insert Region]

Signed: _________________________________ Date: ________________

[insert name]  
The Dental Surgery

Signed: _________________________________ Date: ________________

[insert name]  
The Dental Surgery

Signed in the presence of: _________________________________

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

Dear [name],

Contract No [insert contract number]

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

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

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

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

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

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

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

[name]

[title]
Annex15 Dental Incorporation Application Form

All contractors/partnerships wishing to incorporate must complete the details requested below.
Please note ALL questions must be answered in full. If a question is not applicable please write N/A in the box provided.

1. **Details of the Applicant**

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

<table>
<thead>
<tr>
<th>Applicant Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-mail:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

1.2 Current status of organisation – please mark ‘x’ in the appropriate box:

- [ ] Individual dental contractor(s)
- [ ] Dental partnership

1.3 Current contract type – please mark ‘x’ in the appropriate box:

- [ ] GDS
- [ ] PDS
- [ ] PDS+
1.4 Please state the nature of the incorporation – please mark ‘x’ in the appropriate box:

| Dental Body Corporate | Limited Liability Partnership |

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

| Partnership Name: |
| Current Trading Name: |
| Previous Trading Name (if different): |
| Address and telephone details if different to 1.1: |
| CQC registration: |
| Total number of members: |
| Member details: |
| Proposed date LLP to commence: |
1.6 Where the applicant is a company limited by shares, please provide a complete breakdown of share ownership.

<table>
<thead>
<tr>
<th>Shareholder: Percentage of shares held:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Shareholder: Percentage of shares held:</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

1.7 Please provide details of the proposed Incorporated Body

<table>
<thead>
<tr>
<th>Name of Incorporated Body:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Trading Name:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Previous Trading Name (if different):</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Registered Address:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Total Number of proposed Directors:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>CQC registration:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Details of proposed Directors, including full name, and professional</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
2. Impact on Contract

2.1 Will the process of incorporation have any effect on current patient services – please mark ‘x’ in the appropriate box:

- Yes  
- No

2.2 Will the process of incorporation have any effect on the location of current service provision – please mark ‘x’ in the appropriate box:

- Yes  
- No

2.3 Will the process of incorporation have any effect on the current range of services provided – please mark ‘x’ in the appropriate box:

- Yes  
- No
2.4 Will there be any change to the practitioners providing the service – please mark ‘x’ in the appropriate box:

Yes [ ] No [ ]

2.5 If any of these questions receives a YES response, please provide details of the effect:

Details:

2.6 Please confirm you have or will have (for the proposed new entity) all relevant insurance and indemnity requirements in place prior to contract signature – please mark ‘x’ in the appropriate box:

<table>
<thead>
<tr>
<th>Insurance category:</th>
<th>Name of insurance company</th>
<th>Policy no.</th>
<th>Expiry Date</th>
<th>Amount of cover (£)</th>
<th>Name of staff member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional indemnity</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employers liability</td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Public liability</td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

2.7 Please confirm that your proposed Board of Directors meet the eligibility criteria set out in the NHS (General Dental Services Contracts) Regulations 2005 or NHS (Personal Dental Services Agreements) Regulations 2005 – that at least half are registered dentists or registered dental care professionals. Please mark ‘x’ in the appropriate box:

Yes [ ] No [ ]
2.8 Please confirm that all practitioners will be covered by GDC Regulations. Please mark ‘x’ in the appropriate box:

| Yes | No |

2.9 Have any of the proposed directors been convicted of any of the following offences:

- Conspiracy
- Corruption
- Bribery
- Fraud
- Money laundering
- Any other offences

Please mark ‘x’ in the appropriate box:

| Yes | No |

If Yes, please provide details in the box below:

Details:

2.10 Legal and regulatory status details - Please provide details of any criminal conduct of any director, officer or senior employee of the current or proposed organisation resulting in conviction or in respect of which a prosecution or investigation is pending or in progress. If none, please state ‘None’.

Details:
2.11 Please state whether any Dental Care Practitioners employed by the current or proposed organisation have, during the last three years, had their Professional Registration removed or suspended or whether they are currently under investigation, and provide relevant details. If none, please state ‘None’.

Details:

3. Practice Profile and Performance

3.1 Current opening times:

<table>
<thead>
<tr>
<th>Day</th>
<th>AM</th>
<th>PM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tuesday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wednesday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thursday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Friday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturday</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3.2 Is the practice currently accepting new patients? Please mark ‘x’ in the appropriate box:

Yes [ ] No [ ]
If NO, please confirm the reasons below.

Details:

<table>
<thead>
<tr>
<th>3.3</th>
<th>What is the current acceptance policy of your practice?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>All NHS Patients:</td>
</tr>
<tr>
<td></td>
<td>Children Only:</td>
</tr>
<tr>
<td></td>
<td>Exempt Patients Only:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3.4</th>
<th>Is this permitted by your contract?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3.5</th>
<th>Practice Demographics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicator</td>
<td>Number of dentists working in the practice</td>
</tr>
<tr>
<td>Number of other dental care practitioners working in the practice</td>
<td>Number of new</td>
</tr>
</tbody>
</table>
3.6 Re-attendance rate (current year to date – insert year):

<table>
<thead>
<tr>
<th>Re-attendance</th>
<th>% rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Children - within 3 months</td>
<td></td>
</tr>
<tr>
<td>Adults - within 3 months</td>
<td></td>
</tr>
<tr>
<td>Children - within 3-9 months</td>
<td></td>
</tr>
<tr>
<td>Adults – within 3-9 months</td>
<td></td>
</tr>
</tbody>
</table>

3.7 Please provide details of any complaints received by the practice relating to the provision of service and actions taken as a result of the complaint. If none, please state ‘None’.

Details:

3.8 Please provide details of how you will maintain/improve access for existing and new patients.

Details:
3.9 Please provide details of any other benefits to patients should we approve your application for a DBC contract. If none, please state 'None'.

<table>
<thead>
<tr>
<th>Details:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Annex 16 Assessment Template for Incorporation for Commissioner

<table>
<thead>
<tr>
<th>Applying Provider</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Number</strong></td>
<td><strong>Date contract opened</strong></td>
</tr>
<tr>
<td><strong>Current TCV</strong></td>
<td><strong>Contracted UDA / UOA</strong></td>
</tr>
</tbody>
</table>

### Considerations:

<table>
<thead>
<tr>
<th><strong>Considerations:</strong></th>
<th><strong>Yes (please include rationale)</strong></th>
<th><strong>No (please include rationale)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the proposed new contractor eligible to enter into the contract? (if no, application to be rejected)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is there a risk of challenge in agreeing the request?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Should a competitive tender process be carried out?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are there any considerations around the value of the contract?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>Have we any idea of the level of market interest?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is there a need to protect services in the core contract?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Will there be continuity of patient care?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To what extent will the original contractor(s) be controlling and giving instructions to the proposed contractor to comply with contractual obligations?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What is the extent of change to the terms of the existing and new contract (i.e. contract value or activity level)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What payments are under the existing contract and does it represent value for money?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What are the benefits to service users of the proposal?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Should there be any amendments to the activity level in the contract? e.g. where there has been previous underperformance, the commissioned UDAs or UOAs may be reduced to a realistic and achievable level</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What are the opening hours (including evening and weekend) and are urgent access slots required?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>Does the Commissioner require that the existing contractor guarantees the performance of the proposed contractor?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any such requirement must be proportionate to the risks associated with the novation and reasonable with a clear rationale for placing such a responsibility on the existing contractor. Legal advice should be sought in this instance.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the provider subject to an unsatisfactory Disclosure and Barring Scheme?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does this contractual change provide an opportunity to review any restricted contracts, e.g. contracts is restricted to child/exempt only?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Should any restrictions be removed?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the existing contractor have outstanding NHS debts which may include repayment due to underperformance from previous years?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Should novation be made conditional on repayment being made?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has the existing contractor received a breach or remedial notice?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Should the novation be made conditional on the proposed contractor taking on the consequences of the notices, e.g. action the remedial activity?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>Does the circumstances that led to the issue of a breach notice or a remedial notice have any relevance to the request for incorporation/disincorporation particularly where the contractor has complied with any remedial notice issued?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the existing contractor have any outstanding issues regarding CQC inspection or practice inspection by the Commissioner? Should the novation be made conditional on those issues being resolved?</td>
<td></td>
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<td>What is the potential for innovation?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What is the effect of the proposal on the statutory duties of NHS England, particularly the duty under Section 13K of the NHS Act (duty to promote innovation) and Section 13P (duty as respects variation in provision of health services)? for further information, please refer to chapter 4 (General duties of NHS England)</td>
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<td></td>
</tr>
<tr>
<td>Commissioner to add any other relevant sections</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Checks to be completed</td>
<td>Yes (provide detail if necessary)</td>
<td>No (provide detail if necessary)</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------------</td>
<td>-----------------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>Copy of Companies House Certificate detailing all Directors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copy of GDC Registration for registered Directors (at least 50% of Directors must be registered)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insolvency Website checked for disqualified Directors</td>
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<tr>
<td>Employers Liability Certificate</td>
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<td>Public Liability Certificate</td>
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<td>CQC Sales and transfer position statement</td>
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<td>Provider under investigation</td>
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</tr>
<tr>
<td>HTM 01-05 essential requirements achieved</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Exception Report – details of exceptions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vital Signs – details of issues</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| OUTCOME OF ASSESSMENT: | Approved/ not approved  
|                       | State reason(s)  
|                       | If approved state any special  
|                       | conditions/changes to the contract upon  
|                       | which approval is conditional by way of  
|                       | checklist to incorporate into novation  
|                       | agreement. |
Annex 17 Acknowledgement of Request to Dis-incorporate and Dental Dis-incorporation Assessment Template

[date]

Dear [name]

Contract No [insert contract number]

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

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

In order for us to further consider your request, we would ask that you complete the enclosed template and return to us at the above address.

Yours sincerely

[name]

[title]

Enc.
Annex 18 Dental Dis-Incorporation Application Form

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

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

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

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

1. Details of the Applicant

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

<table>
<thead>
<tr>
<th>Applicant Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Telephone:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>E-mail:</td>
</tr>
</tbody>
</table>

1.2 Current status of organisation – Please mark ‘x’ in the appropriate box:

- Limited liability partnership
- Dental body corporate

1.3 Current Contract Type – Please mark ‘x’ in the appropriate box:

- GDS
- PDS
- PDS+
1.4 Please state the nature of the reversion requested – Please mark 'x' in the appropriate box:

<table>
<thead>
<tr>
<th>Individual dental contractor(s)</th>
<th>Dental partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

Indivdual dental contractor(s) Dental partnership
1.5 Where the applicant is proposing to form either a single handed or partnership, please supply the following information:

<table>
<thead>
<tr>
<th>Partnership Name / Trading Name (delete as applicable):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Current Trading Name:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Previous Trading Name (if different):</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Address and telephone details if different to 1.1:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>CQC registration:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Total Number of members:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Member details:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Proposed date of commencement:</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

2. **Impact on Contract**

2.1 Would the change if approved have any effect on current patient services – please mark ‘x’ in the appropriate box:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

2.2 Would the change if approved have any effect on the location of current service provision – please mark ‘x’ in the appropriate box:
2.3 Would the change if approved have any effect on the current range of services provided – please mark ‘x’ in the appropriate box:

Yes  No

2.4 Will there be any change in the practitioners providing the service – please mark ‘x’ in the appropriate box:

Yes  No

If any of these questions receives a YES response, please provide details of the effect:

Details:

3. **Legal and Regulatory Status**

3.1 Please confirm that you have or will have (for the proposed new entity) all relevant insurance and indemnity requirements in place prior to contract signature – Please mark ‘x’ in the appropriate box:

<table>
<thead>
<tr>
<th>Insurance category</th>
<th>Name of insurance company</th>
<th>Policy no.</th>
<th>Expiry Date</th>
<th>Amount of cover (£)</th>
<th>Name of staff member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional indemnity</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employers liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3.2 Please confirm that the eligibility criteria set out in the NHS (General Dental Services Contracts) Regulation 2005 OR NHS (Personal Dental Services Agreements) Regulations 2005 – is met. Please mark ‘x’ in the appropriate box:

- Yes
- No

3.3 Please confirm that all practitioners will be covered by the GDS regulations. Please mark ‘x’ in the appropriate box:

- Yes
- No

3.4 Have any of the proposed been convicted of any of the following offences:
- Conspiracy
- Corruption
- Bribery
- Fraud
- Money laundering
- Any other offences

Please mark ‘x’ in the appropriate box:

- Yes
- No

If YES, please provide details in the box below:

Details:

3.5 Legal and regulatory status details - Please provide details of any criminal conduct for anyone proposed resulting in conviction or in respect of which a prosecution or investigation is pending or in progress. If none, please state ‘None’.
3.6 Please state whether any Dental Care Practitioners employed by the current or proposed organisation have, during the last three years, had their Professional Registration removed or suspended or whether they are currently under investigation, and provide relevant details. If none, please state ‘None’.

4. Practice Profile and Performance

4.1 Current opening times:

<table>
<thead>
<tr>
<th>Day</th>
<th>AM</th>
<th>PM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tuesday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wednesday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thursday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Friday</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturday</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4.2 Is the practice currently accepting new patients? Please mark ‘x’ in the appropriate box:

| Yes | No |

If NO, please state the reasons below:
4.3 What is the current acceptance policy of your practice?

<table>
<thead>
<tr>
<th>All NHS Patients:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Children Only:</td>
<td></td>
</tr>
<tr>
<td>Exempt Patients Only:</td>
<td></td>
</tr>
</tbody>
</table>

4.4 Is this permitted by your contract?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

4.5 Practice Demographics:

<table>
<thead>
<tr>
<th>Indicator</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of dentists working in the practice</td>
<td></td>
</tr>
<tr>
<td>Number of other dental care practitioners working in the practice</td>
<td></td>
</tr>
<tr>
<td>Number of new patients seen in the last financial</td>
<td></td>
</tr>
</tbody>
</table>
4.6 Re-attendance rate (current year to date – insert date):

<table>
<thead>
<tr>
<th>Re-attendance</th>
<th>% rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Children - within 3 months</td>
<td></td>
</tr>
<tr>
<td>Adults - within 3 months</td>
<td></td>
</tr>
<tr>
<td>Children - within 3-9 months</td>
<td></td>
</tr>
<tr>
<td>Adults – within 3-9 months</td>
<td></td>
</tr>
</tbody>
</table>

4.7 Please provide details of any complaints received by the practice relating to the provision of service and actions taken as a result of the complaint. If none, please state 'None'.

Details:

4.8 Please provide details of how you will maintain/improve access for existing and new patients.

Details:
4.9 Please provide details of any other benefits to patients should we approve your application for a single handed or partnership contract. If none, please state 'None'.

<table>
<thead>
<tr>
<th>Details:</th>
</tr>
</thead>
</table>

4.10 Please provide further details on any future intentions with regards the application, e.g. intention to sell the practice. If none, please state 'None'.

<table>
<thead>
<tr>
<th>Details:</th>
</tr>
</thead>
</table>
# Annex 19 Assessment Template for Dis-Incorporation for Commissioner

<table>
<thead>
<tr>
<th>Applying Provider</th>
<th>Contract Number</th>
<th>Date contract opened</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Current TCV</th>
<th>Contracted UDA / UOA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Considerations:

<table>
<thead>
<tr>
<th>Consideration</th>
<th>Yes (please include rationale)</th>
<th>No (please include rationale)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the proposed new contractor eligible to enter into the contract?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(if no, application to be rejected)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is there a risk of challenge in agreeing the request?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Should a competitive tender process be carried out?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are there any considerations around the value of the contract?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>Have we any idea of the level of market interest?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is there a need to protect services in the core contract?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Will there be continuity of patient care?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To what extent will the original contractor(s) be controlling and giving instructions to the proposed contractor to comply with contractual obligations?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What is the extent of change to the terms of the existing and new contract (i.e. contract value or activity level)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What payments are under the existing contract and does it represent value for money?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What are the benefits to service users of the proposal?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Should there be any amendments to the activity level in the contract? e.g. where there has been previous underperformance, the commissioned UDAs or UOAs may be reduced to a realistic and achievable level</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What are the opening hours (including evening and weekend) and are urgent access slots required?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Question</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>Does the Commissioner require that the existing contractor guarantees the performance of the proposed contractor?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any such requirement must be proportionate to the risks associated with the novation and reasonable with a clear rationale for placing such a responsibility on the existing contractor. Legal advice should be sought in this instance.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the provider subject to an unsatisfactory Disclosure and Barring Scheme?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does this contractual change provide an opportunity to review any restricted contracts, e.g. contracts is restricted to child/exempt only?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Should any restrictions be removed?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the existing contractor have outstanding NHS debts which may include repayment due to underperformance from previous years?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Should novation be made conditional on repayment being made?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has the existing contractor received a breach or remedial notice?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Should the novation be made conditional on the proposed contractor taking on the consequences of the notices, e.g. action the remedial activity?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the circumstances that led to the issue of a breach notice or a remedial notice have any relevance to the request for incorporation/disincorporation particularly where the contractor has complied with any remedial notice issued?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>Does the existing contractor have any outstanding issues regarding CQC inspection or practice inspection by the Commissioner? Should the novation be made conditional on those issues being resolved?</td>
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<tr>
<td>What is the effect of the proposal on the statutory duties of NHS England, particularly the duty under Section 13K of the NHS Act (duty to promote innovation) and Section 13P (duty as respects variation in provision of health services)? for further information, please refer to chapter 4 (General duties of NHS England)</td>
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<td>Commissioner to add any other relevant sections</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Checks to be completed</td>
<td>Yes (provide detail if necessary)</td>
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<td></td>
</tr>
<tr>
<td>Vital Signs – details of issues</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| OUTCOME OF ASSESSMENT: | Approved/ not approved
State reason(s)
If approved state any special conditions/changes to the contract upon which approval is conditional by way of checklist to incorporate into novation agreement. |
Annex 20 Refusal of Request to [Incorporate / Become a Company Limited by Shares / LLP]

[date]

Dear [name]

Contract No [insert contract number]

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

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

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

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

If you do not agree with our decision, you should contact us within 28 days of this notice. If, after making every reasonable effort, we are unable to resolve the dispute, you may wish to refer the matter to the NHS dispute resolution procedure by sending a written request to:

NHS Resolution
FHS Appeal
Unit 1
Trevelyan Square
Leeds
LS1 6AE

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

Yours sincerely

[name]
[title]
Annex 21 Refusal of Request to Dis-incorporate

[date]

Dear [name]

Contract No [insert contract number]

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

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

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

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

If you do not agree with our decision, you should contact us within 28 days of this notice. If, after making every reasonable effort, we are unable to resolve the dispute, you may wish to refer the matter to the NHS dispute resolution procedure by sending a written request to:

NHS Resolution
FHS Appeal
Unit
1 Trevelyan
Square
Leeds
LS1 6AE

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

Yours sincerely

[name]

[title]
Annex 22 Template Agreement Letter

[date]

Dear [name]

Contract No [insert contract number]

Novation

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

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

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

Yours sincerely

[name]

[title]

Enc.
Annex 23 Deed of Novation

DEED OF NOVATION

DATED

Name of Provider

and

company name

and

National Commissioning Board (will be known as NHS England throughout the remainder of this document)

Administration Address

Head Office Address:
THIS DEED OF NOVATION is made the
BETWEEN:

1. Provider who comprise the current contractor of the Practice name ('the Current Contractor');

2. [insert name] Dental Practice Ltd a body corporate incorporated in England and Wales under company number [insert number] and whose registered office is at [insert address] ('the New DBC'); and

3. NHS Commissioning Board (NHS England)
   Administration Address: Head Office Address:

RECITALS

1. The Current Contractor is to transfer its dental practice at [insert practice name and address] to the New DBC.

2. All the shares in the New DBC are legally and beneficially owned by the Current Contractor.

3. The New DBC is willing to assume all of the Current Contractor’s liability and obligations in regard to the GDS Contract entered into between the Current Contractor and NHS England with effect from the Effective Date.

4. NHS England is willing to enter into this Deed of Novation to indicate that it agrees and consents to the New DBC assuming all the liability and obligations in the place of the Current Contractor in respect of the GDS Contract from the Effective Date.

5. The Current Contractor is willing to guarantee the New DBC’s performance of the GDS Contract from the Effective Date.

---

8 The recitals should be amended to reflect the commercial details of the transfer
NOW IT IS AGREED as follows: -

1. Definitions

In this Deed of Novation, the following words shall have the following meanings:

“Course of Treatment” has the meaning given to that term in the GDS Contract.

“Effective Date” means Date.

“GDS Contract” means the contract entered into between the Current Contractor and the NHS England and dated [insert date of current contract] in relation to the delivery of general dental services, a copy of which is attached as the Schedule to this Deed.

“Novation” has the meaning given to that term in Clause 2.1 to this Deed.

“Orthodontic Course of Treatment” has the meaning given to that term in the GDS Contract.

“Treatment Plan” has the meaning given to that term in the GDS Contract.

2. Novation

2.1. As of the Effective Date and save as provided for in Clause 5:

2.1.1. The Current Contractor transfers to the New DBC all its rights and obligations under the GDS Contract.

2.2. The New DBC shall enjoy all the rights and benefits of the Current Contractor under the GDS Contract.

2.2.1. The New DBC agrees to perform the GDS Contract and be bound by its terms as if the New DBC were the original party to the GDS Contract in place of the Current Contractor.

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

9 If the relevant contract is a PDS Agreement it will be necessary to amend this definition and all other references to the GDS Contract in this document.
2.2.3. all references to the Current Contractor in the GDS Contract shall be read and construed as references to the New DBC.

3. Release of obligations and liabilities

3.1. From the Effective Date NHS England and the Current Contractor release each other from all future obligations to the other under the GDS Contract.

3.2. Nothing in this Deed shall affect or prejudice any claim or demand that NHS England may have against the Current Contractor with respect to matters occurring prior to the Effective Date.

4. Effective Date of Novation and payments falling due

4.1. The Novation will be effective from the Effective Date.

4.2. NHS England shall pay to the Current Contractor any sums under the GDS Contract falling due for payment prior to the Effective Date in accordance with the payment terms set out in the GDS Contract.

4.3. NHS England shall pay to the New DBC any sums under the GDS Contract falling due for payment on and after the Effective Date in accordance with the payment terms set out in the GDS Contract.

4.4. For the avoidance of doubt, the due date in respect of any payment referred to in Clauses 3.2 and 3.3 above shall be determined in accordance with the terms of the GDS Contract. Any apportionment of such monies shall be a matter to be determined by the Current Contractor and the New DBC with those parties making any such balancing payments as they may consider necessary. NHS England shall have no involvement in such arrangements.

5. Continuity of Care

5.1. Where, at the Effective Date, any Course Of Treatment or Orthodontic Course Of Treatment which the Current Contractor has commenced or has agreed with a patient that it will commence in accordance with the GDS Contract and the same is not complete, the new DBC shall continue and/or complete the same –

5.1.1. within a reasonable period of time or, if sooner, within the period of time previously indicated to the patient either by means of a Treatment Plan or otherwise; and

5.1.2. in accordance with the Treatment Plan or other indication previously given to the patient as to the nature, extent and cost of the Course of Treatment or Orthodontic Course of Treatment except where any variation is considered clinically necessary and agreed with the patient in advance.
6. Guarantee

6.1. In consideration for NHS England agreeing to the novation, the Current Contractor agrees that if the New DBC (unless relieved from the performance by any clause of the GDS Contract by NHS England or by statute or by the decision of a tribunal of competent jurisdiction) fails in any respect to comply with its obligations under the GDS Contract, the Current Contractor will indemnify NHS England and its successors against all losses, costs, claims, liabilities, damages, demands and expenses (whether direct indirect or consequential) that may be incurred by it by reason of any failure on the part of the New DBC in performing and observing the agreements, obligations and provisions on its part contained in the GDS Contract.

6.2. Where the Current Contractor comprises two or more individuals practising in partnership their liability pursuant to Clause 5.1 shall be joint and several.

6.3. The liability of the Current Contractor under this Clause 5 shall not be reduced, discharged or otherwise adversely affected by any termination, amendment, variation, novation or supplement of or to the GDS Contract.

6.4 No delay or failure to exercise any right under this guarantee shall operate as a waiver of that right.

7. Shareholding

7.1. The Current Contractor warrants represents and undertakes that it legally and beneficially owns all of the shares issued in the New DBC as at the Effective Date.

8. Third parties

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

9. General

9.1 No variation of this Deed shall be effective unless made in writing and signed by or on behalf of each of the parties.

9.2. The parties shall pay their own costs and expenses in relation to the preparation, execution and carrying into effect of this Deed.

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10 Legal advice should be sought in relation to the guarantee as per the considerations set out in section 7.1 of the Policy Book
9.3. If at any time any provision of this Agreement becomes invalid, illegal or unenforceable in any respect, such provision shall be deemed to be severed from this Deed but the validity, legality and enforceability of the remaining provisions of this Deed shall not be affected or impaired.

9.4. A failure by any party to exercise, and any delay, forbearance or indulgence by any party in exercising any right, power or remedy under this Deed shall not operate as a waiver of that right, power or remedy or preclude its exercise at any subsequent time or on any subsequent occasion. The rights, powers and remedies provided in this Deed are cumulative and not exclusive of any rights, powers or remedies provided by law.

9.5. This Deed may be executed in any number of counterparts each of which shall be deemed to be an original and which together shall constitute one and the same agreement.

9.6. This Deed if made for the benefit of the parties to it and their successors and permitted assigns is not intended to benefit, or be enforceable, by anyone else.

9.7. If at any time after the Effective Date, any further action is necessary or desirable to carry out the purposes of this Deed, each of the parties will take such further action (including the execution and delivery of such further instruments and documents) as the other(s) may reasonably request, all at the sole cost and expense of the requesting party.

10. Notices

10.1. Any notice or other communication required to be given under this Deed shall be in writing, signed by (or by some person duly authorised by) the person giving it and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication at the address set out in this Deed or as otherwise specified by the relevant party by notice in writing to the party or parties.

10.2. Any notice or other communication shall be deemed to have been duly received:

10.2.1. if delivered personally, when left at the address and for the contact referred to in this clause;
10.2.2. if sent by pre-paid first class post or recorded delivery, at 9.00am on the second business day after posting; or
10.2.3. if delivered by commercial courier, on the date and at the time that the courier’s delivery receipt is signed.
For the purposes of this clause, “business day” means a day (other than a Saturday, Sunday or public holiday) on which banks are generally open for business in the city of London.

11. Law and jurisdiction

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

Executed as a Deed by

Signature:

Executed as a Deed by

[insert name] Dental Practice Ltd
acting by Director

Signature(s):

Executed as a Deed by the affixing
of the Common Seal of
NHS Commissioning Board
( NHS England)

Local team Director

in the
presence of:

Witness Name
1. Arrangements

1.1 Where a contract is novated, the Commissioner should ensure that arrangements are in place to ensure that:

1.1.1 no patient pays twice for the same course of treatment (once under the original contract and once under the new contract); and

1.1.2 information regarding free repairs and replacements links across the original and new contracts.
Annex 25 Letter to providers further to request for relocation

Dear [insert name]

[Contract Number]
[Practice Name and Address]

Relocation

In order for NHS England [add relevant Local team], to consider your request for relocation, we would ask that you submit a proposal, including as a minimum, the following information:

- full details of the proposed location and distance between the current site and the proposed site including details of current dental provision in both areas;

- an outline of the benefits to your existing patients of the proposed location (services, opening hours, facilities, staff);

- a report to show the postcodes of patients who have accessed the dental practice. Dental services should be able to assist with running the report if this is not available from your current software system;

- detailed patient survey information to fully understand the patients' views. You would need to arrange to undertake a patient survey to ask such questions as how the change might affect them, what are their views on the change, how might patients travel to the new location, are they happy to travel to the new location. We will require a copy of the questionnaire and a detailed analysis of the responses for inclusion in your proposal. We will also require details of the methods of communication used. You should carry out the survey for a minimum period of 4 to 6 weeks, share it with a mixed patient group that is representative of your patients, and achieve a response rate that is proportionate to the amount of patients that you see regularly. You have a legal duty (Section 242 of the NHS Act 2006) to engage and consult with patients when changes to services are proposed;

- how you would manage any displaced patients that would not wish to or could not access the new premises; and

- compliance with the Equality Act 2010.

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

Once all the information is collated your proposal will be considered by NHS England [add Local team name]. Please note, it is essential that, in line with your contractual requirements, full support is given in writing before a change of premises is made. If you have any further queries please do not hesitate to contact us.

Yours sincerely

[NAME] [TITLE]
Annex 26 Relocation Agreement letter

Dear [name]

Contract no [number]

Relocation

Thank you for returning your proposal for relocation to [Insert local team name] local team.

On review of the proposal, the local team is pleased to inform you that we approve your request. The relocation and closure of/ opening of the additional [delete as appropriate], will take place on [date].

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

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

Yours sincerely

Nb.k[ name]  
[title]
Annex 27 Refusal letter for practice relocation

[Date]

Dear [name]
Contract no [number]

Relocation

Thank you for returning your proposal for relocation to [insert local team name] local team.

On review of your proposal, the local team regrets to inform you that we are unable to agree to the relocation of your premises for the following reason(s):
[reasons, e.g. out of area, sufficient allocation already, other regulatory reasons etc.]

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

Yours sincerely

[name]
[title]
Annex 28 PDS/PDS Plus Agreement Transfer to GDS Contract –Template Letter (Mandatory Services)

[date]

Dear [name]

Contract No [insert contract number]

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

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

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

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

If you do not agree with this decision, please contact us in the first instance. Where local resolution is not possible, you have the right to raise your dispute with the Secretary of State in accordance with regulation 8(3) and (4) of the National Health Service (General Dental Contracts) Regulations 2005 (pre-contract disputes).

Yours sincerely

[fname]

[title]
Annex 29 PDS/PDS Plus Agreement Transfer to GDS Contract – Template Letter (Eligible Persons)

[date]

Dear [name]

Contract No [insert contract number]

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

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

[insert which requirements have not been met]

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

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

Yours sincerely

[name]

[title]
[date]

Dear [name]

Contract No [insert contract number]

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

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

[insert practicalities]

In the meantime if you have any questions please contact us

Yours sincerely

[name]

[title]
**Annex 31 Contract review template for transfer from PDS/PDS Plus to GDS**

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

<table>
<thead>
<tr>
<th>PDS Agreement number</th>
<th>Contract Value (UDA only) PA</th>
<th>Contract Value (UOA only) PA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>£</td>
<td>£</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UDA Numbers PA</th>
<th>UOA Numbers PA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Average Price per UDA</th>
<th>Average Price per UOA</th>
</tr>
</thead>
<tbody>
<tr>
<td>£</td>
<td>£</td>
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</table>

<table>
<thead>
<tr>
<th>NHS England benchmarked UDA value</th>
<th>NHS England benchmarked UOA value</th>
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<tbody>
<tr>
<td>£</td>
<td>£</td>
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<table>
<thead>
<tr>
<th>National average</th>
<th>National average</th>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>NHS England benchmarked UDA value</th>
<th>NHS England benchmarked UOA value</th>
</tr>
</thead>
<tbody>
<tr>
<td>£</td>
<td>£</td>
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</tbody>
</table>

<table>
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<tr>
<th>Local average</th>
<th>Local average</th>
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<table>
<thead>
<tr>
<th>PDS Plus agreement only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access payment</td>
</tr>
<tr>
<td>Performance payment</td>
</tr>
<tr>
<td>Achievement against activity</td>
</tr>
<tr>
<td>Achievement against</td>
</tr>
<tr>
<td>access</td>
</tr>
<tr>
<td>-----------------</td>
</tr>
<tr>
<td>Achievement</td>
</tr>
<tr>
<td>performance</td>
</tr>
</tbody>
</table>
Annex 32 PDS/PDS Plus Agreement Transfer to GDS Contract – Template Letter to set up a Review Meeting

[date]

Dear [name]

Contract No [insert contract number]

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

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

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

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

“[NHS England] and the contractor must agree, in respect of the first financial year during which a GDS contract has effect, a NACV for the GDS contract based on the number of units of dental activity and, where applicable, orthodontic activity that the contractor is required to provide under its GDS contract.”
To allow you to have time to consider the proposal we are proposing a NACV of £[insert total proposed value], which comprises [insert number] of UDAs at an average of £[insert]/UDA and [insert number] UOAs at an average of £[insert]/UDA.

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

Yours sincerely

[name]

[title]
Annex 33 PDS/PDS Plus Agreement Transfer to GDS Contract – Template Letter

Agreement to Transfer

[date]

Dear [name]

Contract No [insert contract number]

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

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

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

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

A copy will be returned to you once it has been signed on behalf of NHS England. Yours sincerely

[name]

[title]
Annex 34 PDS/PDS Plus Agreement Transfer to GDS Contract – Template Letter Refusal

[date]

Dear [name]

Contract No [insert contract number]

Further to our meeting of [insert date] I am writing to confirm that we were unable to reach an agreement on a Negotiated Annual Contract Value (NACV), for your new GDS contract. In the absence of agreement to the financial value of the GDS contract we cannot agree your transfer from a PDS agreement to a GDS contract.

If you do not agree with our decision, you should contact us within 28 days of this notice. If, after making every reasonable effort, we are unable to resolve the dispute, you may wish to refer the matter to the NHS dispute resolution procedure by sending a written request to:

NHS Resolution
FHS Appeal
Unit 1
Trevelyan Square
Leeds
LS1 6AE

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

Yours sincerely

[name]

[title]
Annex 35 PDS to GDS transfer

1. Payment and Contract System

1.1 The following changes are required to the NHS Dental Services payment system:

1.2 Although the Commissioner must close the terminated agreement and start a new contract, NHS Dental Services needs to handle the transfer differently. This is because under regulation 21 of the PDS Regulations a contractor must ensure that no patient pays twice for the same course of treatment.

1.3 The Commissioner will need to amend the details on the payment system to record the changeover from PDS to GDS and enter the new contract value.

1.4 This change cannot take place in the middle of a processing cycle so will therefore need to take place before the end of the NHS Dental Services cycle for the Commissioner.

1.5 It is also advisable to email NHS Dental Services to ensure that the contracts are linked so that free repairs and replacements and courses of treatment that are part completed are not charged for twice.
Annex 36 Information from NHS Resolution for requests to transfer from PDS + agreement to GDS contract

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

As such, NHS England should:
“undertake a review of the oral health needs assessment and service provision available and where appropriate can negotiate an appropriate GDS contract value.” - (policy guidance paragraph 25)

Furthermore, the NHS Resolution suggests that:
“Both parties should undertake that exercise [determining that services are safe and viable]. In the event that they remain unable to reach agreement they are at liberty to make submissions to me [NHSLA] on the question of safety and viability.” – (NHS Resolution determination para 4.19)
Annex 37 Safe and Viability Calculator

See Excel spreadsheet named “HPP Safe Viable Calculation”
Annex 38 Flowchart of Mid-year Process

1. Receive data from NHS DS

   - Identify contracts that have delivered >30% of activity
     - Send standard letter (Annex 2) Identify if potential to over deliver
   - Identify contracts that have delivered <30% of activity
     - Send standard letter to arrange review meeting (Annex 3)

2. Hold review meeting (template agenda at Annex 4)

3. No further action required
   - Confirm outcomes to contractor
4. Agree action plan (template plan at Annex 5)
   - Withold monies
5. Withold monies
   - Confirm outcomes to contractor
6. Withold monies
Annex 39 Template Letter - Performance exceeds 30%

To be sent by 31 October

[date]

Dear [name]

Contract no: [contract number] Mid-year review [year]

We are required to determine the number of units of dental [and orthodontic] activity that you have provided under your contract during the period 1 April to 30 September of this financial year.

A review has taken place using the FP17 data that you have sent to NHS DS. This information can also be found on your monthly schedules which are available via COMPASS.

Below is a summary of your contractual obligation and your delivery against it as reported at 30th September [year]:

- UDAs/UOAs contracted in [year] = [insert]
- UDAs/UOAs delivered as at 30 September [year] = [insert]
- Percentage of UDAs/UOAs delivered against contracted requirement = [insert]

You have provided more than 30 percent of the total contracted units of dental [and/or orthodontic] activity and accordingly, we do not require you to undertake a formal mid-year review.

We would like to remind you that any over delivery of your contracted activity will not be paid for although we may agree to carry forward up to 2 percent of activity in the following financial year.

Thank you for your ongoing commitment to provide NHS dentistry.

Yours sincerely

[name]

title
Annex 40 Template Letter - Performance is less than 30%

To be sent by 31 October

[Insert date]

Dear [Insert name]

Contract no: [contract number]

Mid-year review [year] – under-delivery identified

We are required to determine the number of units of dental [and orthodontic] activity that you have provided under your contract during the period 1 April to 30 September of this financial year.

A review has taken place using the FP17 data that you have sent to NHS DS. This information can also be found on your monthly schedules which are available via COMPASS.

Below is a summary of your contractual obligation and your delivery against it as reported at 30th September [year]:

- UDAs/UOAs contracted in [year] = [Insert]
- UDAs/UOAs delivered as at 30 September [year] = [Insert]
- Percentage of UDAs/UOAs delivered against contracted requirement = [Insert]

You have provided less than 30 percent of the total contracted units of dental [and/or orthodontic] activity and accordingly, we require you to participate in a mid-year review meeting to discuss your position.

The mid-year review is an opportunity for us to discuss the performance of the contract and to review any reasons for the level of activity provided and written evidence demonstrating that a greater number of UDAs or UOAs were delivered during the period 1 April to 30 September.

If you wish to dispute the total number of notified UDAs [and/or UOAs], you will need to contact NHS DS directly and provide me with written evidence of this alongside any other evidence you wish to submit.

The review meeting may result in a remedial action plan and/or a withholding of monies or no further action.

I would be grateful if you could contact [insert name] by [insert date] to arrange the review meeting.

Yours sincerely

[Insert name]

[Insert title]
Annex 41 Template Agenda - Mid-year Review Meeting

Units of dental activity and /or units of orthodontic activity
- The amount and type of activity undertaken by the practice from 1 April to 30 September.
- Agreement of NHS DS data to practice data.
- Issues affecting achievement of UDAs (FTAs/CPD/recruitment issues and so on).
- If activity is at a variance with expectations, discussion of plans to reduce this

Other contractual Issues
- Opportunity for the contractor to raise any other issues with the Commissioner.
- Quality measures – dental assurance framework reports, vital signs reports, complaints for example.

Any other business
- Any issues not covered in the above agenda (items will be requested and agreed at the beginning of the meeting).
# Annex 42 Template Action Plan

**Contract no:** [insert]

**Provider name and address:** [insert]

<table>
<thead>
<tr>
<th>Contracted UDAs [year]:</th>
<th>[insert]</th>
</tr>
</thead>
<tbody>
<tr>
<td>NHS DS scheduled delivery recorded to 30 September:</td>
<td>[insert]</td>
</tr>
<tr>
<td>Percentage delivery:</td>
<td>[insert]</td>
</tr>
</tbody>
</table>

**Practice:** [insert]

<table>
<thead>
<tr>
<th>Issue</th>
<th>Explanation and action</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>The amount and type of activity undertaken by the practice from 1 April to 30 September</td>
<td></td>
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<tr>
<td>Agreement of NHS DS data to practice data</td>
<td></td>
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</tr>
<tr>
<td>Issues affecting achievement of UDAs/UOAs (FTAs CPD/ recruitment issues and so on)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If activity is at a variance with expectations, what are the plans to reduce this?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Issue</td>
<td>Explanation and action</td>
<td>Timeframe</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>--------------------------------------------</td>
<td>------------</td>
</tr>
</tbody>
</table>
| Any proposal of a reduction in monthly scheduled payments or activity to minimise risks to both Commissioner and contractor at year end | Commissioner to complete
Practice to comment                                               |            |
| Quality measures – dental assurance framework, vital signs reports, complaints and so on. | Commissioner to complete
Practice to comment                                               |            |
| Any other comments or information that the practice would like the Commissioner to note | Commissioner to complete
Practice to comment                                               |            |


Annex 43 Year-end process

Receive data from NHS DS

Identify all contracts year end delivery position

Contracts with <96% delivered
  - Calculate financial recovery and draft breach notice
  - Send written record or review to contractor including repayment
  - Send breach notice (if sending)
  - Make any adjustment to payment system as required

Contracts with 96%-99% delivered
  - Calculate the UDA activity to be carried forward
  - Send written record of the review to contractor

Contracts with 100% delivered
  - Send written record of review to contractor
  - Make adjustment to payment system

Contracts with 100%-102% delivered
  - Calculate activity to be adjusted (-activity)
  - Send written record of review to contractor
  - Make adjustment to payment system
Annex 44 Year-end reconciliation templates

Please refer to the calculator document that has been provided in addition to this document. This provides the Commissioner with all the calculations required to carry out the mid-year and year-end reviews. The expectation is that commissioning teams will adopt this national approach for combining multiple contracts at year end.

On completion the Commissioner will be able to copy and paste a results table into each mid-year and year end statement for each individual contractor.
Annex 45 Year-end under delivery – under 96 percent of the contract delivered

[date]

Dear [name]

Calculations of financial reclaim – contract no: [number]

We have now finalised your year-end delivery position in accordance with the [National Health Service (General Dental Services Contracts) Regulations 2005, OR National Health Service (Personal Dental Services Agreement) Regulations 2005] using the data provided to us by NHS Dental Services.

A summary of the position is tabled below:

[insert table using result and headings from the calculator template]

As a result of this under delivery of contracted activity, we will recover from you the overpayment of the sum of [amount].

We will set up a repayment plan on the payment system deducting the payments directly from your schedule. If you choose this option the monthly payments will commence and cease no later than March and will be for [figure] a month.

Your UDA/UOA target for the financial year will remain the same unless you have indicated to us that you wish it to be reduced. If the contract has repeatedly under-delivered, your contract will be reviewed. We will contact you should the outcome of this review require negotiation of your contracted activity.

[Delete this paragraph if not issuing breach notice] As your contract has underperformed against its contractual delivery NHS England is also issuing a breach notice. I appreciate that this is a difficult time for practice(s). If you wish to discuss any aspect of this process with me, please do not hesitate to contact me on the above number. This is a standard process when a contract under delivers and is in line with the GDS/PDS regulations.

If you dispute any of the above information, [insert local process].

If you would prefer us to set up a repayment plan please contact us by [insert date] failing which we will automatically set up the deductions using the payment system. Yours sincerely

[name]

[title]
Annex 46 Breach Notice

Dear [Name]

Breach Notice

We hereby serve notice that we consider that you are in breach of your [GDS/PDS] [contract/agreement] dated [insert start date of contract] (the "Contract") on the following grounds:

- You have not delivered the amount of services specified in the Contract.

  - Your year-end delivery was [insert year-end figure]. Your contractual obligation was to deliver [insert contractual figure, include any carry forward from previous year if applicable].

We require that you do not repeat this breach.

If you repeat this breach or otherwise breach the Contract resulting in a Remedial Notice or a further Breach Notice, we may take steps to terminate your Contract or consider the imposition of Contract Sanctions.

If you do not agree with our decision, you should contact us within 28 days of this notice. If, after making every reasonable effort, we are unable to resolve the dispute, you may wish to refer the matter to the NHS dispute resolution procedure by sending a written request to:

NHS Resolution
FHS Appeal
Unit 1
Trevelyan Square
Leeds
LS1 6AE

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

Yours sincerely

[Name]
[Job title, etc]
Annex 47 Year-end Under Delivery: Less than Four Percent Under- Delivery

[date]

Dear [name]

Calculation of carry forward activity – contract no: [number]:

We have now finalised your year-end delivery position in accordance with the [National Health Service (General Dental Services Contracts) Regulations 2005, OR the National Health Service (Personal Dental Services Agreement) Regulations 2005] using the data provided to us by NHS Dental Services. A summary of the position is tabled below:

[insert table using result and headings from the calculator template]

As this level of activity is within 4 percent of the total contracted activity we will carry forward [units of activity] which must be provided by the end of the current financial year.

This activity will be added to your annual contractual delivery so you will be expected to provide [number of units] during [year]. This will be entered on the payment system during [month] and will show on your following schedule.

I would like to take this opportunity to thank you for your ongoing commitment to providing NHS dentistry and I look forward to working with you in the future.

Yours
sincerely

[name]

[title]
Annex 48 Year-end Delivery 100 Percent and Over

[date]

Dear [name]

Year-end review – contract no: [number]

We have now finalised your year-end delivery position in accordance with the [National Health Service (General Dental Services Contracts) Regulations 2005, OR the National Health Service (Personal Dental Services Agreement) Regulations 2005] using the data provided to us by NHS Dental Services. A summary of the position is set out in the table below:

[insert table using result and headings from the calculator template]

As you will see, you have [achieved your contractual commitments OR over performed by [amount] percent]. We permit up to 2 percent of activity being carried forward into the next financial year. As a result of this you will have [amount] UDAs [and [amount] UOAs] carried forward on the payment system. This means that your delivery for [year] will be [amount] UDAs [and [amount] UOAs].

I would like to take this opportunity to thank you for your ongoing commitment to providing NHS dentistry and I look forward to working with you in the future.

Yours sincerely

[name]
[title]
**Annex 49 Year-end Under Delivery – Less than Four Percent Under- Delivery**

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

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

<table>
<thead>
<tr>
<th>Circumstances that may be considered exceptional subject to the provision of supporting evidence</th>
<th>Non-allowable circumstances</th>
</tr>
</thead>
<tbody>
<tr>
<td>Death of, or serious accident or illness to, contract holder (or close relative of contract holder)</td>
<td>Death of, or serious accident to, distant relative or friend of either contractor holder or performer</td>
</tr>
<tr>
<td>Death of, or serious accident or illness to, main or significant performer (or close relative of same)</td>
<td>Failure to register with CQC, or comply with CQC registration requirements</td>
</tr>
<tr>
<td>Serious fire or accidental damage to practice premises rendering building unfit for business</td>
<td>Minor fire or damage to premises</td>
</tr>
<tr>
<td>Recruitment difficulties resulting from undue delay on the local office’s part (e.g. admission to the dental performers’ list)</td>
<td>Re-decoration of premises</td>
</tr>
<tr>
<td>Move to a new premises resulting in operational delays, due to circumstances beyond the contractor’s control, e.g. unforeseen planning controls</td>
<td>Recruitment difficulties</td>
</tr>
<tr>
<td></td>
<td>Holidays and other absence such as paternity/maternity or CPD events for provider</td>
</tr>
<tr>
<td>Issue</td>
<td>Description</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Patient failed to attend (FTAs)</td>
<td></td>
</tr>
<tr>
<td>High-needs patients</td>
<td></td>
</tr>
<tr>
<td>Failure to understand contractual obligations</td>
<td></td>
</tr>
<tr>
<td>IT system failure</td>
<td></td>
</tr>
<tr>
<td>Planned absence of a performer</td>
<td></td>
</tr>
<tr>
<td>Vocational dental practitioner activity taken into consideration</td>
<td></td>
</tr>
</tbody>
</table>
Annex 50 Letter to providers to request KPI information

To be sent by 31 May

[date]

Dear [name]

Contract no: [contract number]

KPI evidence [year]

Dear Colleague

As part of the dental year end process, we are collecting together all the necessary information needed for us to undertake the reconciliation of your NHS dental contract for this financial year. Your contract contains KPIs and therefore it would be greatly appreciated if you could send the following KPI information to myself no later than 30th June [year] :

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

Thank you for your ongoing commitment to provide NHS dentistry.

Yours sincerely

[name]

[title]
Annex 51 KPI calculator

See Excel spreadsheet named “Template_GDS Further Services and KPIs”
Annex 52 Guide to Communication with Contractors

1. All direct communications, whether face to face or over the telephone, should be recorded in writing and held on the file.

2. All written communications with contractors should not arrive ‘out of the blue’ as the contractor should be aware of the situation from a prior meeting or telephone call.

3. These meetings should cover as a minimum, reasons for extension/contract end, future plans for the service/exit plan, terms of extension, communication strategy with staff and patients.

4. All meetings should be minuted and shared with the contractor for acceptance as an accurate record of the discussions.

5. Following all meetings the minutes should be accompanied by any action plan agreed regarding the next steps with responsible parties identified. The minutes should be shared with the contractor.

6. Staged follow-up meetings should be held at appropriate intervals, to ensure all actions agreed upon are being implemented and are on track to have been appropriately executed before contract end or extension.
Annex 53 Checklist for Documentation Recording when Contract Ends

1. Statement of rationale – clear and objective reasons providing justification for the decision to cease the service at contract end.

2. Minutes from all meetings held throughout the process.

3. Assessments – copies of needs assessment, value for money, impact assessment and consultation proposal. This information could be documented by way of the detailed report at the completion of stage 1.

4. Formal notice of termination (where required by the contract) or notice of intention to end contract – a copy of the letter sent to the contractor stating that the Commissioner will be terminating the contract / will not be renewing the contract when it expires.

5. Exit plan – a copy of the exit plan agreed with the contractor to ensure that all elements of the services are managed smoothly and effectively.

6. All written communications between the contractor and the Commissioner about contract end including any file notes of telephone conversations that are pertinent to the decision making process.
## Annex 54 Template Detailed Report

### Consolidation report to inform commissioning decision

1. Introduction and background to existing service
   a. Length of current provision
   b. Type of contract held
   c. End date of contract
   d. Current population/demographics
   e. Current services provided outside of core
   f. Current performance against contracted requirements
   g. Current contract value
   h. Current premises arrangements

2. Needs assessment
   a. Summary of needs assessment findings to be inserted
   b. Is there still a demand for this service in this locality and a requirement for it to continue?
   c. Does the contract specification still address current local priorities?
   d. Has the contract delivered on the expected outcomes?
   e. Has it provided added value to the local population and service provision?
   f. Have you assessed the potential service needs for any forthcoming new developments?
   g. What is the capacity of other local providers and the market for other providers to deliver services?
   h. Have you given consideration to any specialist services needs in the locality?
   i. Are there any needs which are not met by the contract, which could be delivered?

3. Value for money
   a. Summary of value for money findings to be inserted
b. Have you considered all available outcome and delivery data held nationally and locally, regarding the current service?

c. Have you compared the cost of the current service against other providers of like services i.e. cost per head of population?

d. Is the current service still affordable within projected future budgets?

e. Has the contract delivered on the expected financial outcomes?

f. What other objectives might be set within the existing budget?

4. Impact assessment

   a. Summary of impact assessment findings to be inserted

   b. Have you considered the potential impact on service users/patients?

   c. Have you considered the potential impact on other service providers, e.g. GPs, pharmacy, local trust, out of hours, community services?

   d. Have you considered the potential impact on the current provider, i.e. continued viability within the locality?

   e. Have you considered patient choice and equality?

   f. Have you considered the potential risks i.e. reputational (adverse publicity, commissioner/provider relationship), market testing, timescales and financial?

   g. Have you considered how the expiry of the contract affects compliance with the Section 13 duties?

5. Options appraisal

   a. Extension of current arrangements

   b. Reconfiguration of service

   c. Procurement of new provider

6. Engagement

   a. Summary of consultation process followed and outcomes to be inserted

   b. Have you consulted with service users/patients?

   c. Have you consulted with other local providers and other interested parties e.g. LDC, local members of parliament, overview and scrutiny Committee?

   d. Have you consulted with the local CCGs?
7. Conclusion
   a. Recommended outcome regarding commissioning decision to be inserted for consideration and final decision by the Commissioner
Annex 55 Template Exit Plan

1. Introduction

1.1 The exit plan is a list of processes to manage the exit of any contractor from performing a service.

1.2 This should be developed in accordance with the terms of the contract as a minimum.

1.3 The exit plan comes into effect as the notice to cease the service is issued by the Commissioner and a joint exit group should be established comprising staff of both parties to manage the contract coming to an end. The role of the joint exit group will be to manage all activities to ensure a smooth culmination of the contract or transition to a new provider, where appropriate.

1.4 Unless it is set out within the contract, there is no obligation on behalf of the contractor to comply with the establishment of a joint exit group; however a joint approach would be in the best interest of the local population/service users.

2. Template Exit Plan

2.1 This template exit plan is for use where no exit arrangements are set out within the contract.

<table>
<thead>
<tr>
<th>Areas for consideration</th>
<th>Details of tasks to be undertaken</th>
<th>Timescales</th>
<th>Responsible lead</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td><strong>1. Workforce</strong></td>
<td>Consideration of staffing issues – if contract ceasing, the responsibility regarding the staff would normally sit with the contractor. If the service is to transfer to a new provider, TUPE may apply</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2. Documentation and records</strong></td>
<td>All relevant documentation and records related to the delivery of services to patients will be transferred to the relevant provider. The transfer of records must be conducted in accordance with NHS security requirements.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3. IM&amp;T</strong></td>
<td>All relevant electronic documentation and records held by the contractor related to the delivery of services to patients are to be transferred in a recognised industry-standard computer format to new provider. The transfer of records must be conducted in accordance with NHS security requirements. Licences should be transferred where possible.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4. Premises | Consideration of the practice premises and whether the premises will cease to be used or whether arrangements could be negotiated with the new provider.  
An inspection of the premises must be conducted to ensure that no records or equipment are left behind.

5. Equipment | Consideration of any IT hardware or other equipment held by the contractor that requires return to the relevant owner will usually be the responsibility of the contractor. Full stock list should be compiled defining which items will be remaining.  
The transfer or disposal of equipment must be conducted in accordance with NHS security requirements.

6. Facilities | Consideration of any existing facilities contracts and whether these will cease or transfer to a new provider.

7. Patient and Public involvement | Consideration of the needs to consult and inform throughout.

8. Drugs | Practice held drugs will need to be disposed of but are technically likely to be owned by the contractor whose contract is terminating. The Commissioner should seek assurances about the safe and effective disposal of such drugs.

10. Other | As required
Annex 56 Template Operational Management Plan

1. Introduction

1.1 It is good practice for any new contract to contain an operational management plan, which should be produced by the new contractor and contain detailed information regarding the implementation of the service.

1.2 This plan should describe their key tasks, milestones, timeframes and responsible leads including the stages leading up to contract commencement.

1.3 Implementation of the operational plan should commence before the contract start date, to ensure that the new contractor will be in a position to begin service delivery on the contract start date.

1.4 The timeframes for completion of each element must be agreed with the Commissioner to provide assurance of the contractor’s readiness at the appropriate stages of the project.

2. Template Operational Management Plan

<table>
<thead>
<tr>
<th>Areas for consideration</th>
<th>Details of tasks to be undertaken including milestones – examples</th>
<th>Timescales</th>
<th>Responsible lead</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Clinical</td>
<td>Clinical team identified and in place; Due diligence checks such as GDC registration performers' list and Disclosure and Barring service checks completed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Workforce</td>
<td>Workforce identified and in place.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Training and induction</td>
<td>Have all team members received adequate training</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>and formal induction including information governance training?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. IM&amp;T</td>
<td>Have all relevant electronic/hard copy files been transferred from the previous provider? Is the IT infrastructure in place and ready for use? Have necessary licences been acquired? Have staff been trained on use of IT system? Go-live date of any new system.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Premises</td>
<td>Are the premises secured and lease arrangements in place if applicable? If new build – what is the completion date? (Time should be allowed for ‘snagging’ before opening).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Equipment</td>
<td>Identification of all equipment required licences and maintenance contracts secured.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Facilities</td>
<td>Are all relevant facilities management contracts in place?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Regulatory</td>
<td>CQC registration checked.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Communication with patients</td>
<td>As required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Annex 57 Template letter for patients from overseas requesting NHS orthodontic treatment

Private and Confidential

[insert patient name and address]

Date

Dear [insert name]

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

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

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

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

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

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

Unfortunately if [insert new practice] do not receive this information or if they are not satisfied that your child met the IOTN criteria of 3.6 (or above) then they are not eligible for NHS Orthodontic treatment.
You can seek to complete the private treatment at your own cost and you would be under no obligation to remain at insert new practice. Seeking an alternative orthodontist for private treatment would not change your child’s eligibility for NHS Orthodontic Treatment.

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

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

I hope this response has explained our position.

Yours sincerely.

[name]
[title]
Annex 58 Orthodontic pathway with overall costs

**General dental visits**
- **Referral**
  - Referral for orthodontic treatment
- **Orthodontic visits**
  - **Initial Assessment**
    - OOTN eligibility check
    - Collection of records
    - Photos, x-rays, teeth impressions
  - **Diagnostic assessment**
    - Treatment plan
    - Consent obtained
- **Extracts**
  - Approximately 25% of patients require extractions by a GDP before brace is fitted

**Orthodontic visits Around 20 in total**
- **Appliance fitting**
  - Fixed brace fitted
  - Advice on care/cleaning
- **Appliance adjustment**
  - Elastic and wire change
  - 20 mins
- **Brace removal**
  - De-bonding
  - Teeth cleaning
  - Teeth impressions
  - 30 mins
- **Retainer fitting**
  - Removable retainer fitted
  - Advice on care/cleaning
  - Post-treatment photos
  - 15 mins
- **Retainer check-up**
  - Supervise retention
  - 5 mins

**Cost of materials**
- Study Models c. £12.50
- Laboratory fabricated appliances c. £50
- Total c. £62.50 per patient
- Fixed attachments
- Adhesive
- Wires
- Elastics etc.
- Total c. £100 per patient
- Most patients require 2-4 repairs to their fixed appliance and some (c. 10%) require replacement removable appliances / retainers
- Lost appliances
  - (paid for by patient) c. £70
  - Wear and tear replacements (paid for by contractor) c. £25 - £50 per appliance
- Retainers c. £25 per retainer (x2)
- Study Models c. £12.50
- Total c. £62.50 per patient

Approximately 70% of the costs are likely to be incurred during the first 15-18 months of a course of treatment.
Annex 59 Example of template capture form for completion by contractor

See Excel spreadsheet named “Template Capture Form”

<table>
<thead>
<tr>
<th>Patient ID Tag</th>
<th>Patient DOB</th>
<th>Pre assessment waiting list only</th>
<th>Assessment date</th>
<th>Outcome</th>
<th>Treatment start date</th>
<th>Current status</th>
<th>If in active treatment estimated date of completion (including period of supervised retention)</th>
<th>If in supervised retention estimated date of completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>01/01/2017</td>
<td>Fit for fixed appliance only</td>
<td>01/04/2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td></td>
<td>Waiting list only</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
<td>Review</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
<td>Refuse</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
<td>Fit for fixed appliance only</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
<td>Fit for removable appliance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
<td>Review</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Annex 60 Example of the close down payment template

See Excel spreadsheet named “Calculation of payment template”

### NHS England

**Calculation of orthodontic close-down payments**

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

<table>
<thead>
<tr>
<th>Section 1 - Practice details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Practice name</td>
</tr>
<tr>
<td>Contract number</td>
</tr>
<tr>
<td>Contract value</td>
</tr>
<tr>
<td>Annual contracted UOAs</td>
</tr>
<tr>
<td>UOA rate</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 2 - Assessment of patients</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of assessment</td>
</tr>
<tr>
<td>Number of patients in active treatment (fixed appliance only)</td>
</tr>
<tr>
<td>Number of patients in retention</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 3 - Calculation of value of close down payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>One off fee per patient for those in active treatment</td>
</tr>
<tr>
<td>Based on 50% of 21 UOAs multiplied by £63 (national average value)</td>
</tr>
<tr>
<td>One off fee per patient for those in retention</td>
</tr>
<tr>
<td>Based on 50% of £49, which is the cost per patient to conclusion, based on the labour and materials costs identified in the patient pathway</td>
</tr>
</tbody>
</table>

| Value associated with patients in active treatment | £66,200.00 |
| Value associated with patients in retention | £7,500.00 |
| **Total value of close down payment** | **£73,700.00** |
| **% of contract value** | **49.13%** |
Annex 61 Template PDS variation document

Personal Dental Services Agreement variation notice dated Day-Month-Year

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

*Extending the end date of the agreement.*
The text of the Personal Dental Services Agreement Variation Notice dated *day-month-year* has been prepared on behalf of the National Health Services Commissioning Board (NHS CB).

This variation forms part of your Personal Dental Services Agreement dated *day-month-year* and the contents within the variation document supersede the prior contracts clauses as from the date of agreed effectiveness or the date of the variation document if it contains no timescale.
Personal Dental Services Agreement Variation Notice Date day-month-year

Dear Provider,

Notice of variation to your Personal Dental Services Agreement dated day-month-year relating to clause(s):

PART 4 COMMENCEMENT OF THE AGREEMENT
Duration of the agreement:

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

Is replaced with:

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

PART 7 PROVISION OF SERVICES
Premises, facilities and equipment:

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

[insert address]

Is replaced with:

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

[insert address]

PART 9 ADDITIONAL SERVICES
Orthodontic services

Units of orthodontic activity to be provided

116. [The Contractor shall provide [insert number] units of orthodontic activity during each financial year.]¹¹

117. [The Contractor shall provide [insert number] units of orthodontic activity during [insert relevant period] and [insert number] units of orthodontic activity in each financial year thereafter.]¹²

118. The Contractor shall provide orthodontic services [at the following times/during the following periods]: [to be completed as appropriate by the parties].¹³

¹¹ This clause should be included if the Agreement begins on 1st April. If not it should be omitted. See regulation 14 of the Regulations.

¹² This clause should be included if the Contract begins on a date other than 1st April. If not, it should be omitted. See regulation 18 of the Regulations.
Calculation of the number of *units of orthodontic activity* provided

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

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

120.1. a *case assessment*; and

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

the Contractor provides 4.0 *units of orthodontic activity*.

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

121.1. a *case assessment*; and

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

the Contractor provides 21.0 *units of orthodontic activity*.

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

122.1. a *case assessment*; and

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

the Contractor provides 23.0 *units of orthodontic activity*.

123. Where the Contractor—

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

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

the Contractor provides 0.8 *units of orthodontic activity*.

**Under provision of units of orthodontic activity**

124. The Board shall not pursuant to Part 22 of this Agreement be entitled to take any action for breach of clause [116][117]14 (including termination of the Agreement) where clause 125 applies.

13 If orthodontic services are to be provided under the Agreement, it is recommended that the hours during which such services are provided are specified in the Agreement.

14 This needs adapting depending on whether clause 116 or 117 has been utilised.
125. This clause applies where the Contractor has failed to provide the number of *units of orthodontic activity* it is contracted to provide pursuant to clause [116][117][15] where—

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

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

126. [     ][16]

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

Mid-year review

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

129. In clauses 130 to 141, “required to provide” or “required to be provided” in relation to *units of orthodontic activity* means required to be provided in accordance with clause [116] [117][17].

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

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

132. Where this clause applies, the Board may—

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

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

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

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[15] This needs adapting depending on whether clause 116 or 117 has been utilised.

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

[17] This needs adapting depending on whether clause 116 or 117 has been utilised.
132.2. require in that notification that the Contractor participate in a mid-year review of its performance in relation to the Agreement with the Board.

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

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

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

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

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

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

137. Where, following the mid-year review and the provision of the final record of that review to the Contractor, the Board, having taken account of any evidence or reasons put forward by the Contractor at that review, nevertheless has serious concerns that the Contractor is unlikely to provide the number of units of orthodontic activity that it is required to provide by the end of the financial year, the Board shall be entitled to take either or both of the steps specified in clause 138.

138. The Board may—

138.1. require the Contractor to comply with a written plan drawn up by the Board to ensure that the level of activity during the remainder of the financial year is such that the Contractor will provide the number of units of orthodontic activity it is required to provide; or

138.2. withhold monies payable under the Agreement.

139. The maximum amount that may be withheld pursuant to clause 138.2 is—

139.1. the amount that is payable under the Agreement in respect of the number of units of orthodontic activity required to be provided in a financial year, less

139.2. the amount that would be payable under the Agreement as a relevant proportion of that amount if the Contractor provided in the whole of the financial year only twice the

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18 See regulation 20 of the Regulations.
number of *units of orthodontic activity* that he provided between 1st April and 30th September.

140. Nothing in clauses 137 to 139 shall prevent the Board and the Contractor agreeing to vary the Agreement in accordance with clause 288 to adjust—

140.1. the level of activity to be provided under the Agreement; or

140.2. the monies to be paid by the Board to the Contractor under the Agreement.

141. Where the Board withholds monies pursuant to clause 138.2, it shall ensure that it pays the withheld monies to the Contractor as soon as possible following the end of the *financial year* where the Contractor has—

141.1. provided the number of *units of orthodontic activity* required to be provided; or

141.2. failed to provide that number of *units of orthodontic activity*, but that failure amounts to 4 per cent or less of the total number of *units of orthodontic activity* that ought to have been provided during that *financial year* (and therefore clauses 124 to 126 to apply).

Patients to whom *orthodontic services* may be provided

142. The Contractor may provide *orthodontic services* to—

142.1. [only] persons who are under the age of 18 years at the time of the *case assessment*; [and]

142.2. [only] persons who have attained or are over the age of 18 years at the time of the *case assessment*.19

143. The Contractor may only provide *orthodontic services* to a person aged 18 or over at the time of the *case assessment* if [the Agreement has to specify the circumstances in which or criteria that need to be satisfied before orthodontic services are provided to a person who is over the age of 18 years at the time of the case assessment].20

144. The Contractor shall only provide *orthodontic treatment* to a person who is assessed by the Contractor following a *case assessment* as having a treatment need in—

144.1. grade 4 or 5 of the Dental Health Component of the Index of Orthodontic Treatment Need (see *The Development of an Index for Orthodontic Treatment Priority*: European Journal of Orthodontics 11, p309-332, 1989 Brooke, PH and Shaw WC - the article is also available at [www.dh.gov.uk](http://www.dh.gov.uk) or

144.2. grade 3 of the Dental Health Component of that Index with an Aesthetic Component of 6 or above,

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19 This clause needs to be adapted depending on what the parties agree – see paragraph 4(1) of Schedule 1 to the *Regulations*.

20 Clause 143 only needs to be included if the Contractor is, pursuant to clause 142, entitled to provide *orthodontic services* to persons over the age of 18 at the date of the *case assessment*. 
unless the Contractor is of the opinion, and has reasonable grounds for its opinion, that orthodontic treatment should be provided to a person who does not have such a treatment need by virtue of the exceptional circumstances of the dental and oral condition of the person concerned.

**Orthodontic course of treatment**

145. Subject to clause 146, the Contractor shall provide orthodontic services to a patient by providing to that patient an orthodontic course of treatment.

146. The Contractor may provide orthodontic services that are not provided by virtue of an orthodontic course of treatment where—

146.1. it provides a repair to an orthodontic appliance of a person; and

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

147. The Contractor shall use his best endeavours to ensure that an orthodontic course of treatment is completed, and that it is so completed within a reasonable time from the date on which the orthodontic treatment plan was written in accordance with clause 151.

148. If an orthodontic course of treatment is—

148.1. terminated before it has been completed; or

148.2. otherwise not completed within a reasonable time.

149. An orthodontic course of treatment may only be terminated by—

149.1. the Contractor by virtue of—

149.1.1. a notice under clause 33;

149.1.2. clause 38;

149.1.3. clause 39;

149.2. the patient; or

149.3. a person specified in clause 27 acting on the patient’s behalf.

150. If the Contractor is unable to complete the course of treatment which has been commenced for reasons beyond his control, he shall give notice to the Board of the extent of the treatment so provided and the reason for his inability to complete the remainder.

**Orthodontic treatment plans**

151. Where the Contractor has, following a case assessment, determined that orthodontic treatment should be provided to a patient, it shall, at the time of that case
assessment, ensure that the patient is provided with an orthodontic treatment plan on a form supplied for that purpose by the Board which shall specify—

151.1. the name of the patient;

151.2. the name of the Contractor;

151.3. particulars of the places where the patient will receive orthodontic treatment;

151.4. the telephone number at which the Contractor may be contacted during normal surgery hours;

151.5. details of the orthodontic treatment which is, at the date of the examination, considered necessary to secure the oral health of the patient;

151.6. the NHS charge, if any, in respect of those services if provided pursuant to the Agreement; and

151.7. subject to clause 60.1, any proposals the Contractor may have for private services as an alternative to the services proposed under the Agreement, including particulars of the cost to the patient if he were to accept the provision of private services.

152. If the patient, having considered the treatment plan provided pursuant to clause 151, decides to accept the provision of private services in place of orthodontic services under the Agreement, the Contractor shall ensure that the patient signs the treatment plan in the appropriate place to indicate that he has understood the nature of private services to be provided, and his acceptance of those private services.

153. Where, for clinical reasons, the services included in the orthodontic treatment plan under clause 151 need to be varied, the Contractor shall provide the patient with a revised orthodontic treatment plan in accordance with that clause.

154. Subject to clauses 147 and 149, the Contractor shall provide the orthodontic services which are detailed in the orthodontic treatment plan provided pursuant to clause 151 or, where the orthodontic treatment plan is revised, pursuant to the revised orthodontic treatment plan.

Monitoring outcomes

155. The Contractor shall monitor, in accordance with clauses 156 to 160, the outcome of the orthodontic treatment it provides.

156. The Contractor shall, in respect of orthodontic courses of treatment it provides in which orthodontic treatment is provided following the case assessment, monitor the outcome of that orthodontic treatment in accordance with clause 157.

157. The Contractor shall, in respect of—

157.1. where the total number of orthodontic courses of treatment provided is 20 or fewer, all the cases of orthodontic courses of treatment it provides; or

157.2. where the total number of orthodontic courses of treatment provided is greater than 20—
monitor the outcome of that orthodontic treatment in accordance with “Methods to
determine outcome of orthodontic treatment in terms of improvement and standards”
(see the European Journal of Orthodontics 14, p125-139, 1992 Richmond S., Shaw
W.C., Anderson M. and Roberts C.T. - the article is also available at www.dh.gov.uk).

158. The following time period is specified as the relevant time period for calculating
the number of orthodontic courses of treatment that need to be monitored in accordance
with clause 157: [the parties need to specify here the time period during which the
outcomes need to be monitored which may, if the parties so agree, link to the financial
year to match the time period during which the obligation to provide units of orthodontic
activity relates].

159. As part of its monitoring of the outcome of orthodontic treatment, the Contractor
shall, in respect of the patients whose courses of treatment are monitored for the
purposes of clause 158, calculate a Peer Assessment Rating of the patient’s study
casts—

159.1. taken at or after the case assessment but prior to the commencement of
orthodontic treatment; and

159.2. taken at the completion of the orthodontic course of treatment,

using either the Clinical Outcome Monitoring Program software (See Clinical Outcome
Monitoring Program – Version 3.1 for Windows 98, XP and 2000. See also Weerakone
S and Dhopatkar “A: Clinical Outcome Monitoring Program (COMP): a new application
for use in orthodontic audits and research”, American Journal of Orthodontics and
Dentofacial Orthopaedics 2003;123:503-511) or by applying the methodology set out in
“An introduction to Occlusal Indices” (see Richmond, O’Brien, Buchanan and Burden,

160. In clause 159, “Peer Assessment Rating” means an index of treatment standards
in which individual scores for the components of alignment and occlusion are summed
to calculate an overall score comparing pre and post treatment. A description of this
methodology can be found in the European Journal or Orthodontics 14, p180-187, 1992,
Richmond S, Shaw WC, Roberts CT and Andrews M: “Methods to determine the
outcome of orthodontic treatment in terms of improvement and standards”.

Completion of orthodontic courses of treatment

161. The Contractor shall indicate on the form supplied to the Board pursuant to
clause 221 and clause 222 whether or not the orthodontic course of treatment was
completed. STAYS

162. If the Board requests in writing that the Contractor provides reasons for the failure
to complete one or more orthodontic courses of treatment, the Contractor shall, within
such time period as the Board may specify, provide the reason or reasons for the failure
to complete that course of treatment or those courses of treatment.

163. If the Board—
163.1. determines that the number of orthodontic courses of treatment provided by the Contractor which have not been completed is excessive; and

163.2. does not consider that the reasons given by the Contractor for the failure to complete the orthodontic courses of treatment are satisfactory,

it shall be entitled to exercise its powers under clauses 308 to 315 on the grounds that the Contractor is not, pursuant to clause 147, using its best endeavours to ensure orthodontic courses of treatment are completed.

Is replaced by

Units of orthodontic activity to be provided

116. [The Contractor shall provide 0 units of orthodontic activity during each financial year.]

117. [The Contractor shall provide [insert number] units of orthodontic activity during [insert relevant period] and 0 units of orthodontic activity in each financial year thereafter.]

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

Calculation of the number of units of orthodontic activity provided

Clauses 119 – 123 reserved

Under provision of units of orthodontic activity

Clauses 124 -127 reserved

Mid-year review

Clauses 128 – 141 reserved

Patients to whom orthodontic services may be provided

142. The Contractor may provide orthodontic services to—

142.1. Reserved

142.2. Reserved

142.3. Only to those named patients on the reconciled list provided in Schedule A to this variation and for completion of active treatment (fixed appliance) or supervised retention.

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21 This clause should be included if the Agreement begins on 1st April. If not it should be omitted. See regulation 14 of the Regulations.

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

23 If orthodontic services are to be provided under the Agreement, it is recommended that the hours during which such services are provided are specified in the Agreement.
Orthodontic course of treatment

145. Subject to clause 146, the Contractor shall provide orthodontic services to a patient by providing to that patient an orthodontic course of treatment.

146. The Contractor may provide orthodontic services that are not provided by virtue of an orthodontic course of treatment where—

146.1. it provides a repair to an orthodontic appliance of a person; and

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

147. The Contractor shall use his best endeavours to ensure that an orthodontic course of treatment is completed, and that it is so completed within a reasonable time from the date on which the orthodontic treatment plan was written in accordance with clause 151.

148. If an orthodontic course of treatment is—

148.1. terminated before it has been completed; or

148.2. otherwise not completed within a reasonable time.

149. An orthodontic course of treatment may only be terminated by—

149.1. the Contractor by virtue of—

149.1.1. a notice under clause 33;

149.1.2. clause 38;

149.1.3. clause 39;

149.2. the patient; or

149.3. a person specified in clause 27 acting on the patient’s behalf.

150. If the Contractor is unable to complete the course of treatment which has been commenced for reasons beyond his control, he shall give notice to the Board of the extent of the treatment so provided and the reason for his inability to complete the remainder.

Orthodontic treatment plans

151. Where the Contractor has, following a case assessment, determined that orthodontic treatment should be provided to a patient, it shall, at the time of that case assessment, ensure that the patient is provided with an orthodontic treatment plan on a form supplied for that purpose by the Board which shall specify—
151.1. the name of the patient;

151.2. the name of the Contractor;

151.3. particulars of the places where the patient will receive orthodontic treatment;

151.4. the telephone number at which the Contractor may be contacted during normal surgery hours;

151.5. details of the orthodontic treatment which is, at the date of the examination, considered necessary to secure the oral health of the patient;

151.6. the NHS charge, if any, in respect of those services if provided pursuant to the Agreement; and

151.7. subject to clause 60.1, any proposals the Contractor may have for private services as an alternative to the services proposed under the Agreement, including particulars of the cost to the patient if he were to accept the provision of private services.

152. If the patient, having considered the treatment plan provided pursuant to clause 151, decides to accept the provision of private services in place of orthodontic services under the Agreement, the Contractor shall ensure that the patient signs the treatment plan in the appropriate place to indicate that he has understood the nature of private services to be provided, and his acceptance of those private services.

153. Where, for clinical reasons, the services included in the orthodontic treatment plan under clause 151 need to be varied, the Contractor shall provide the patient with a revised orthodontic treatment plan in accordance with that clause.

154. Subject to clauses 147 and 149, the Contractor shall provide the orthodontic services which are detailed in the orthodontic treatment plan provided pursuant to clause 151 or, where the orthodontic treatment plan is revised, pursuant to the revised orthodontic treatment plan.

**Monitoring outcomes**

155. Reserved

155a The Contractor shall monitor and provide information to the local office on the outcomes of the named patient list in schedule 5 as requested.

156 – 160. Reserved

**Completion of orthodontic courses of treatment**

161. The Contractor shall indicate on the form supplied to the Board pursuant to clause 221 and clause 222 whether or not the orthodontic course of treatment was completed.

162. If the Board requests in writing that the Contractor provides reasons for the failure to complete one or more orthodontic courses of treatment, the Contractor shall, within such time period as the Board may specify, provide the reason or reasons for the failure to complete that course of treatment or those courses of treatment.
163. If the Board—

163.1. determines that the number of orthodontic courses of treatment provided by the Contractor which have not been completed is excessive; and

163.2. does not consider that the reasons given by the Contractor for the failure to complete the orthodontic courses of treatment are satisfactory,

it shall be entitled to exercise its powers under clauses 308 to 315 on the grounds that the Contractor is not, pursuant to clause 147, using its best endeavours to ensure orthodontic courses of treatment are completed.

Schedule 4
New financial schedule

Schedule 5
Named patient list

These changes are effective from: day-month-year

This variation is made to reflect the agreement for close down arrangements for orthodontic patients in active treatment.

We request you to acknowledge receipt of this notice by signing and returning the enclosed duplicate of it.

Dated:

Signed:

Print officer’s name:

On behalf of NHS England (Local office)
Personal Dental Services Agreement *Dated* day-month-year

I, acknowledge receipt of the notice of variation dated day-month-year of which the above is a duplicate. I acknowledge that this notice has immediate effect.

Signed:

Print name:

On behalf of [insert name]

Date:
The Commissioner believes that the contractor may have breached the contract

Contact the contractor to discuss the breach and any possible action (e.g. Remedial Notice or Breach Notice)

Investigate the breach including consideration of evidence and any contractor representations

Breach is capable of remedy

Consider issuing a Remedial Notice

Draft Remedial Notice including all mandatory information

Obtain sign off from appropriate person

Serve Remedial Notice

Submit Notice Return to NHS England primary care inbox (england.primarycaredental@nhs.net)

Follow up Remedial Notice

Has the contractor taken the required steps to remedy the breach by the end of the notice period?

Yes

Issue Remedial Notice satisfaction letter (Refer to Annex 64)

No

Commissioner has the right to terminate the contract

If the contractor repeats the breach that was the subject of the Remedial Notice or otherwise breaches the contract resulting in either a Remedial Notice or a Breach

Refer to Annex 65
Notice, the Commissioner has the right to terminate the contract provided that the Commissioner is satisfied that the cumulative effect of the breaches is such that the Commissioner considers that to allow the contract to continue would be prejudicial to the efficiency of the services to be provided under the contract.
Annex 63 Template Remedial Notice

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

Dear [Name]

Remedial Notice

Following our recent communications and discussion on the [insert date(s)], we hereby serve notice that we consider that you are in breach of your [GDS/PDS] contract/agreement dated [insert start date of contract] (the "Contract").

We consider that you have breached clause [insert relevant clause] of the Contract. This states:

"[insert wording of clause]"

We consider that you have breached this clause because [insert details of the breach and any evidence relied upon in reaching this decision]

We require you to remedy this breach by taking the following steps:

- [insert details of action required – these are the steps that the contractor must take to rectify the breach]

In order to remedy this breach this action must be completed to our satisfaction on or before [insert date]. [If more than one action is listed, the remediation period for each should be clear]

Your progress in taking the required action will be reviewed at a further meeting on the [insert date] to be held at [insert venue details].

If you fail to comply with this Remedial Notice, repeat this breach or otherwise breach the Contract resulting in a further Remedial Notice or Breach Notice, we may take steps to terminate your Contract or consider the imposition of a Contract Sanction.

If you do not agree with our decision to issue this Remedial Notice, you should contact us within 28 days of this notice. If, after making every reasonable effort, we are unable to resolve the dispute, you may wish to refer the matter to the NHS dispute resolution procedure by sending a written request to:
NHS Resolution
FHS Appeal Unit
1 Trevelyan Square
Leeds
LS1 6AE

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

Yours sincerely

[Name]
Annex 64 Template Remedial Notice Satisfaction Letter

[This letter is provided as a template only and the Commissioner should ensure that appropriate advice and support has been sought prior to issuing such a letter]

Dear [Name]

Remedial Notice Satisfied

Following the issue of our Remedial Notice reference [insert Commissioner ref from notice] on the [insert date], in respect of the [GDS/PDS] [contract/agreement] dated [insert start date of contract] (the "Contract") and our subsequent review meeting on the [insert date], we now write to confirm that we are satisfied that you have taken the required steps to remedy the breach within the agreed timescales.

We confirm that we will not be taking any further action in this matter.

Should you repeat this breach or otherwise breach the Contract resulting in a further Remedial Notice or Breach Notice, we may take steps to issue a notice to terminate your Contract or consider the imposition of a Contract Sanction.

Yours sincerely

[Name]
[Job title, etc]
Annex 65 Breach Notice Flowchart

The Commissioner believes that the contractor may have breached the contract

Contact the contractor to discuss the breach and any possible action (e.g. Remedial or Breach Notice)

Investigate the breach including consideration of evidence and any contractor representations

Breach is capable of remedy

Consider issuing a Remedial Notice *(Refer to Annex 62)*

Breach is not capable of remedy

Consider issuing a Breach Notice

Draft Breach Notice including all mandatory information

Obtain sign off from appropriate person

Serve Breach Notice

Submit Notice Return to NHS England primary care inbox *(england.primarycaredental@nhs.net)*

If the contractor repeats the breach that was the subject of the Breach Notice or otherwise breaches the contract resulting in either a Remedial Notice or a Breach
Notice, the Commissioner has the right to terminate the contract provided that the Commissioner is satisfied that the cumulative effect of the breaches is such that the Commissioner considers that to allow the contract to continue would be prejudicial to the efficiency of the services to be provided under the contract. The Commissioner should ensure that it is not looking to rely on a previous breach notice in the circumstances set out at the end of section 10.6.
 Annex 66 Template Breach Notice

[This Annex is provided as a template only and the Commissioner should ensure that appropriate advice and support has been sought prior to issuing such a notice]

Dear [Name]

Breach Notice

Following our recent communications and discussion on the [insert date(s)], we hereby serve notice that we consider that you are in breach of your [GDS/PDS contract/agreement] dated [insert start date of contract] (the "Contract") on the following grounds:

We consider that you are in breach of [insert clause relevant numbers from the contract] of the Contract. This states:

"[insert wording of relevant clause]"

We consider that you are in breach because [insert details of the breach with any evidence relied upon in reaching this decision].

We require that you do not repeat this breach.

If you repeat this breach or otherwise breach the Contract resulting in a Remedial Notice or a further Breach Notice, we may take steps to terminate your Contract or consider the imposition of Contract Sanctions.

If you do not agree with our decision to issue this Breach Notice, you should contact us within 28 days of this notice. If, after making every reasonable effort, we are unable to resolve the dispute, you may wish to refer the matter to the NHS dispute resolution procedure by sending a written request to:

NHS Resolution
FHS Appeal
Unit
1 Trevelyan
Square
Leeds
LS1
6AE
You do, of course, retain the right to seek support from your representative or defence body or Local Dental Committee.

Yours sincerely

[Name]
[Job title, etc]
Annex 67 Calculating a Financial Contract Sanction

One example of where a financial sanction might be an appropriate action to take would be where a contractor had repeatedly failed to deliver an additional service, such as a sedation service. A repeat of any such failure, following the issue or a Remedial Notice or Breach Notice, would be a breach of contract. The Commissioner would be entitled to seek termination on those grounds but it may find it more appropriate to apply one of the three Contract Sanctions available.

If the Commissioner were to choose to apply a financial Contract Sanction, it should be able to calculate the cost of re-provision of that service for the population from another provider.

It would be these calculations that might suggest an appropriate level of financial Contract Sanction in respect of this particular breach example.

Some other examples of calculating a financial Contract Sanction are provided below for consideration:

- The higher of the cost of re-provision and the contractual cost – where the breach is on-going and a contract service cost can be quantified;
- The contractual service cost – where the breach has been remedied and the service cost can be quantified;
- Plus, in both the above examples, the cost in management time involved in investigating and processing the breach;
- Where the contract service cannot be quantified, the cost to the Commissioner in management time involved in investigating and processing the breach.

The Commissioner cannot arbitrarily determine a penalty sum so any calculation should be consistent across the country to ensure equity and resilience to the process.

This should all be applied in a reasonable manner. The Commissioner should act reasonably and proportionately in deciding on the appropriate level of financial sanction. Where possible, the hourly cost for management time should be set out in advance.
Annex 68 Template Contract Sanction Notice

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

Dear [Name]

Notice of Sanction

Further to our recent communications and discussion on the [insert date(s)], we consider that we are entitled to serve notice to terminate your [GDS/PDS] [contract/agreement] dated [insert start date of contract] (the "Contract") on the following grounds:

[Insert bullet points setting out the breach details and referencing clause numbers from contract]

[Insert details of any evidence relied upon in reaching this decision]

[Insert full details of all previous Remedial Notices and/or Breach Notices issued and subsequent actions taken and outcomes]

Instead of serving notice to terminate the Contract, we have decided to impose a contract sanction. We are reasonably satisfied that the contract sanction to be imposed is appropriate and proportionate to the circumstances giving rise to our entitlement to terminate the Contract.

The details of the sanction are:

[Insert details of the nature of the sanction to be applied]

[If monies are to be withheld or deducted, this Contract Sanction Notice must set out how this has been calculated and the duration of any such withholding or deduction]

[If services are to be terminated, this Contract Sanction Notice must set out which services are terminated and from what date]

[If specified reciprocal obligations under the contract are to be suspended, this Contract Sanction Notice must set out the period of that suspension and its end date]

[An explanation of the effect of the imposition of the contract sanction must always be]
The sanction(s) above will be imposed on [insert date].

[Where there is more than one Contract Sanction imposed, ensure the Contract Sanction Notice makes clear when each Contract Sanction is imposed]

If you do not agree with our decision to issue this Contract Sanction Notice, you should contact us within 28 days of this notice. If, after making every reasonable effort, we are unable to resolve the dispute, you may wish to refer the matter to the NHS dispute resolution procedure by sending a written request to:

NHS Resolution
FHS Appeal
Unit
1 Trevelyan
Square
Leeds
LS1 6AE

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

Yours sincerely

[Name]
[Job title, etc]
Annex 69 Template Termination Notice

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

[date]

Dear [name]

Termination of [GDS/PDS] [contract/agreement]

Further to our recent communications, we consider that we are entitled to serve notice to terminate your [GDS/PDS] [contract/agreement] dated [insert start date of contract] (the "Contract") on the following grounds:

[insert:
  • grounds, e.g. provision of untrue information;
  • contract clause number that provides the right to terminate;
  • explanation of situation and evidence relied on that led to the decision to terminate]

Your Contract will terminate on [insert date here]. During this period you should:

  • work with your current patients to inform them of their options regarding commencing new treatment and the potential patient charges;
  • work with us to support the sign posting of patients to other NHS dental providers in the area;
  • use best endeavours to ensure the completion of all open courses of treatment;
  • refer your current patients to the [dental helpline/NHS 111].

We will provide a financial reconciliation statement to you in accordance with the Statement of Financial Entitlements.

If you do not agree with our decision to issue this Termination Notice, you should contact us within 28 days of this notice. If, after making every reasonable effort, we are unable to resolve the dispute, you may wish to refer the matter to the NHS dispute resolution procedure by sending a written request to:

NHS Resolution
FHS Appeal
Unit
1 Trevelyan
Square
Leeds
LS1 6AE

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

We enclose two copies of a declaration form in respect of receipt by you of this termination notice. I would be grateful if would duly complete both forms and return one copy to me. The remaining copy is to be retained by you.

If you have any queries or need further assistance concerning the content of this termination notice please contact us.

Yours sincerely

[name]

[title]

Enclosure: Declaration form of receipt of termination notice
Declaration of Receipt of Termination Notice

I, [insert name of contractor], hereby acknowledge receipt of the termination notice terminating my [GDS/PDS] [contract/agreement].

I also understand that I have the right to:

- seek support from my Local Dental Committee; and/or
- refer the matter in writing to the dispute resolution process.

Please complete the following information:

Title: ____________________________

Print first name(s): (in block capital letters) ____________________________

Print surname: (in block capital letters) ____________________________

Signature: ____________________________

Date termination notice received: ____________________________

Contract name and number: ____________________________
Annex 70 Template Notice Return

See Excel spreadsheet named “Dental Contractual Notices _ Template”
Annex 71 Termination Flowchart

Commissioner is satisfied that it has a right to terminate the contract

Consult with the relevant LDC whenever it is reasonably practicable to do so

Consider what actions are required in order to satisfy the general duties of NHS England (e.g. carrying out a patient involvement exercise)

Consider all other relevant issues including (but not limited to) continuity of service, premises and equipment arrangements, management of patient records, prescriptions and drugs, arrangements regarding the patient list, etc

Draft Termination Notice including all required information

Obtain sign off from appropriate person

Serve Termination Notice

Submit Notice Return to NHS England primary care inbox (england.primarycaredental@nhs.net) / or record centrally within commissioning area

Notify the relevant LDC in writing of the termination as soon as reasonably practicable after issuing the Termination Notice
Annex 72 Template letter further to provider’s letter of termination

[date]

[insert practice name and address]

Dear [name]

Contract No [insert contract number]

Thank you for your letter dated [insert date] informing us that you wish to terminate your contract.

Please accept our thanks for the NHS services you have provided to the local community over the years.

Your contract determines that you are required to give us three months’ notice. Subsequently, your (GDS contract/PDS agreement) will terminate on [date].

Providers are required to store patient records for a minimum of two years. It would be appreciated if you could confirm where patients’ records will be transferred.

You will also need to advise your patients of your decision to cease your contract. We would suggest that you draft a letter for patients and send for our approval as we may be able to signpost patients to other local NHS dental services.

Please could you send us your suggested patient letter and confirm details of the patient records transfer within the next two weeks [date]

We look forward to your response.

Yours sincerely

[name]

[title]
Annex 73 Suitability

Part A

GDS Contracts

The wording below reflects paragraph 71 of Schedule 3 of the GDS Regulations as of 1 June 2015:

71.— Termination by the Board on grounds of suitability etc.

(1) The Board may serve notice in writing on the contractor terminating the contract forthwith, or from such date as may be specified in the notice if—

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

(c) in the case of a contract with a dental corporation—

(i) the corporation; or

(ii) any director, chief executive or the secretary of the corporation; and falls within sub-paragraph (2) during the existence of the contract or, if later, on or after the date on which a notice in respect of his compliance with the conditions in regulation 4 or 5 was given under paragraph 42(2);

(d) in the case of a contract with a limited liability partnership—

(i) the limited liability partnership; or

(ii) any member of the limited liability partnership.

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

(a) he or it is the subject of a national disqualification;

(b) subject to sub-paragraph (3), he or it is disqualified or suspended (other than by an interim suspension order or direction pending an investigation or a suspension on the grounds of ill-health) from practising by any licensing body anywhere in the world;

(c) subject to sub-paragraph (4), he has been dismissed (otherwise than by
reason of redundancy) from any employment by a health service body unless before the Board has served a notice terminating the contract
pursuant to this paragraph, he is employed by the health service body that dismissed him or by another health service body;
(d) he or it is removed from, or refused admission to, a primary care list by reason of inefficiency, fraud or unsuitability (within the meaning of section 49F(2), (3) and (4) of the Act respectively) unless his name has subsequently been included in such a list;
(e) he has been convicted in the United Kingdom of—
(i) murder; or
(ii) a criminal offence other than murder, committed on or after 14th December 2001, and has been sentenced to a term of imprisonment of over six months;
(f) subject to sub-paragraph (5), he has been convicted outside the United Kingdom of an offence—
(i) which would, if committed in England and Wales, constitute murder; or
(ii) committed on or after 14th December 2001, which would if committed in England and Wales, constitute a criminal offence other than murder, and been sentenced to a term of imprisonment of over six months;
(g) he has been convicted of an offence referred to in Schedule 1 to the Children and Young Persons Act 1933 (offences against children and young persons with respect to which special provisions apply) or Schedule 1 to the Criminal Procedure (Scotland) Act 1995 (offences against children under the age of 17 years to which special provisions apply);
(h) he or it has—
(i) been adjudged bankrupt or had sequestration of his estate awarded or is a person in relation to whom a moratorium period under a debt relief order (under Part 7A of the Insolvency Act 1986) applies unless he has been discharged from the bankruptcy or the sequestration or the bankruptcy order has been annulled;
(ii) been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A, or a debt relief restrictions order or interim debt relief restrictions order under Schedule 4ZB, to the Insolvency Act 1986, unless that order
has ceased to have effect or has been annulled;

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

(iv) been wound up under Part IV of the Insolvency Act 1986; (i) there is—

(i) an administrator, administrative receiver or receiver appointed in respect of it; or

(ii) an administration order made in respect of it under Schedule B1 to the Insolvency Act 1986;

(j) that person is a partnership and—

(i) a dissolution of the partnership is ordered by any competent court, tribunal or arbitrator; or

(ii) an event happens that makes it unlawful for the business of the partnership to continue, or for members of the partnership to carry on in partnership;

(k) he has been—

(i) removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commissioners or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated; or

(ii) removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 (powers of the Court of Session to deal with management of charities) or under section 34 of the Charities and Trustee Investment (Scotland) Act 2005 (powers of Court of Session), from being concerned in the management or control of any body;

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

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

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

(a) a contractor;

(b) a partner, in the case of a contract with two or more individuals practising in partnership;

(c) in the case of a contract with a dental corporation, a director, chief executive or secretary of the corporation; or

(d) in the case of a contract with a limited liability partnership, a member of that limited liability partnership.

(4) The Board shall not terminate the contract pursuant to sub-paragraph (2)—

(a) until a period of at least three months has elapsed since the date of the dismissal of the person concerned; or

(b) if, during the period of time specified in paragraph (a), the person concerned brings proceedings in any competent tribunal or court in respect of his dismissal, until proceedings before that tribunal or court are concluded,

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

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

(a) a contractor;

(b) a partner, in the case of a contract with two or more individuals practising in partnership;

(c) in the case of a contract with a dental corporation, a director, chief executive or secretary of the corporation; or

(d) in the case of a contract with a limited liability partnership, a member of that limited liability partnership.
Annex 74 Suitability

Part B
PDS
Agreements

The wording below reflects paragraph 69 of Schedule 3 of the PDS Regulations as of 1 June 2015:

69.— Termination by the Board on grounds of suitability etc.

(1) The Board may serve notice in writing on the contractor terminating the agreement forthwith, or from such date as may be specified in the notice if—

(a) in the case of an agreement with an individual as a party, that individual;
(b) in the case of an agreement with a dental corporation, any director, chief executive or secretary of that corporation;
(c) in the case of a company limited by shares, any director, chief executive or secretary of that company; or
(d) in the case of a limited liability partnership, any member of that partnership.

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

(a) he or it is the subject of a national disqualification;
(b) subject to sub-paragraph (3), he or it is disqualified or suspended (other than by an interim suspension order or direction pending an investigation or a suspension on the grounds of ill-health) from practising by any licensing body anywhere in the world;
(c) subject to sub-paragraph (4), he has been dismissed (otherwise than by reason of redundancy) from any employment by a health service body unless before the Board has served a notice terminating the agreement pursuant to this paragraph, he is employed by the health service body that dismissed him or by another health service body;
(d) he or it is removed from, or refused admission to, a primary care list by reason of inefficiency, fraud or unsuitability (within the meaning of section 49F(2), (3) and (4) of the Act respectively) unless his name has subsequently been included in such a list;
(e) he has been convicted in the United Kingdom of—
   (i) murder; or
   (ii) a criminal offence other than murder, committed on or after 14th December 2001, and has been sentenced to a term of imprisonment of over six months;

(f) subject to sub-paragraph (5), he has been convicted outside the United Kingdom of an offence—
   (i) which would, if committed in England and Wales, constitute murder; or
   (ii) committed on or after 14th December 2001, which would if committed in England and Wales, constitute a criminal offence other than murder, and been sentenced to a term of imprisonment of over six months;

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

(h) he or it has—
   (i) been adjudged bankrupt or had sequestration of his estate awarded or is a person in relation to whom a moratorium period under a debt relief order (under Part 7A of the Insolvency Act 1986) applies unless he has been discharged from the bankruptcy or the sequestration or the bankruptcy order has been annulled;
   (ii) been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A, or a debt relief restrictions order or interim debt relief restrictions order under Schedule 4ZB, to the Insolvency Act 1986, unless that order has ceased to have effect or has been annulled;
   (iii) made a composition or arrangement with, or granted a trust deed for, his or its creditors unless he or it has been discharged in respect of it; or
   (iv) been wound up under Part 4 of the Insolvency Act 1986;
(i) an administrator, administrative receiver or receiver appointed in respect of it; or

(ii) an administration order made in respect of it under Schedule B1 to the Insolvency Act 1986;

(j) he has been—

(i) removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commissioners or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated; or

(ii) removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 (powers of the Court of Session to deal with management of charities) or under section 34 of the Charities and Trustee Investment (Scotland) Act 2005 (powers of Court of Session), from being concerned in the management or control of any body;

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

(l) he has refused to comply with a request by the Board for him to be medically examined on the ground that it is concerned that he is incapable of adequately providing services under the agreement.

(3) The Board shall not terminate the agreement pursuant to sub-paragraph (2)(b) where it is satisfied that the disqualification or suspension imposed by a licensing body outside the United Kingdom does not make the person unsuitable to be—

(a) a contractor;

(b) in the case of an agreement with a dental corporation, any director, chief executive or secretary of that corporation;

(c) in the case of a company limited by shares, any director, chief executive or secretary of that company; or

(d) in the case of a limited liability partnership, any member of that partnership.

(4) The Board shall not terminate the agreement pursuant to sub-paragraph (2)(c)—
(a) until a period of at least three months has elapsed since the date of the dismissal of the person concerned; or

(b) if, during the period of time specified in paragraph (a), the person concerned brings proceedings in any competent tribunal or court in respect of his dismissal, until proceedings before that tribunal or court are concluded,

and the Board may only terminate the agreement at the end of the period specified in paragraph

(b) if there is no finding of unfair dismissal.

(5) The Board shall not terminate the agreement pursuant to sub-paragraph (2)(f) where it is satisfied that the conviction does not make the person unsuitable to be—

(a) a contractor;

(b) in the case of an agreement with a dental corporation, any director, chief executive or secretary of that corporation;

(c) in the case of a company limited by shares, any director, chief executive or secretary of that company; or

(d) in the case of a limited liability partnership, any member of that partnership.
Annex 75 Template Acknowledgment Letter

(Individual – GDS Contract or PDS Agreement)

[insert date]

Dear [name]

Contract details - [insert name of contract]

We acknowledge receipt of your recent letter informing us of the death of [insert name].

[insert personal message of condolences]

I can confirm that you are engaging the services of one or more dental practitioners to perform the required services under the contract and that the contract will continue for a period of [insert period or insert until (insert end date)].

Yours sincerely

[insert name]

[title]
Annex 76 Template Acknowledgment Letter

(Individual – GDS Contract or PDS Agreement)

[insert date]

Dear [name]

Contract details - [insert name of contract]

Further to our recent discussions, I can confirm that we have agreed that you are able to enter into an arrangement with [insert name of dental practitioner and the address of where services are to be provided].

The contract will continue for a period of [insert period or until (insert end date)]. During this period we will continue to work with you to resolve the longer term arrangements regarding the above contract.

Please do not hesitate to contact me if you have any questions or if I can be of any further assistance to you.

Yours sincerely

[name]

[title]
Annex 77 Template Acknowledgement Letter

This letter should be used where the GDS contract is held by two individuals working in partnership and the surviving partner is a dental practitioner.

[insert date]

Dear [name]

Contract details - [insert name of contract]

We acknowledge receipt of your recent letter informing us of the death of [insert name]. I would like to express the condolences of our staff.

I can confirm that we are satisfied that you meet the conditions to hold a GDS contract and, therefore, the contract will continue with you. It would be appreciated if you can send a copy of your CQC registration for our records.

I have attached two copies of a variation document which I would be grateful if you could sign and return, after which we will sign and return a copy for you to retain for your records.

Yours sincerely

[name]

[title]
Annex 78 Template Acknowledgement Letter

This letter should be used where the GDS contract is held by two or more individuals working in partnership, the partnership has dissolved and the contractor has nominated one of the former partners, who is a dental practitioner, to continue the contract.

[insert date]

Dear [name]

Contract details - [insert name of contract]

We acknowledge receipt of your recent letter informing us of the death of [insert name].

[insert personal message of condolences]

We note from your letter that you propose to change the status of the contractor under the contract from that of partnership to that of an individual dental practitioner from [insert date]. You have nominated one of the former partners, [insert name], to be the dental practitioner with whom the contract will continue.

I can confirm that we are satisfied that [insert the nominated partner’s name] meets the conditions to hold a GDS contract and, therefore, the contract will continue from [insert date]. It would be appreciated if you can send a copy of your CQC registration for our records.

I have attached two copies of a variation document which I would be grateful if you could return after being signed by all remaining partners who were signatories to the contract. We will then sign the document and return a copy for you to retain for your records.

Yours sincerely

[Name]

[Title]
Annex 79 Example Acknowledgement Letter

[date]

Dear [contractor name]

Ref: [contract details]

Further to your recent notification, dated [notification date], I can confirm we have received your intention to dispute our decision dated [insert date] in relation to:

[matter 1 details]
[matter 2 details]
[matter 3 details]

To proceed with the dispute resolution process, please submit to the above address your supporting evidence in relation to the matters under dispute within 28 days of this letter.

Yours sincerely,

[name]

[title]
Annex 80 Example Invitation Letter

[date]

Dear [contractor name]

Ref: [contract details]

Following the receipt of evidence regarding your dispute relating to:

[matter 1 details]
[matter 2 details]
[matter 3 details]

We would like to invite you to discuss the matter at a meeting on:

[proposed date],
[proposed time],

[insert proposed location]

Our representatives, [insert names of Commissioner's representatives], will attend at the meeting.

You may have a representative from your Local Dental Committee or a friend (or other appropriate professional body colleague to attend with you). Please be aware that any representative/s present as a supportive colleague(s) will not normally be permitted to speak at the meeting. Where a solicitor accompanies you, the Chair of the meeting will make it clear that the meeting is not a requirement of the [GDS/PDS] Regulations. Professional advisors, such as solicitors or accountants, will not normally be in attendance in a representative role unless especially requested in advance of the meeting.

I would be grateful if you would confirm in writing your acceptance to attend this meeting and provide details of any representatives you may wish to accompany you.

Yours sincerely,

[name]
[title]
Annex 81 Example Stage 1 Outcome Letter (FHSAU Referral)

[date]

Dear [contractor name]
Ref: [contract details]

Further to our recent meeting on [date/time/location of meeting] to discuss your dispute, I am writing to confirm the following outcome(s):

[outcome 1 details]

[outcome 2 details]

[outcome 3 details]

As we were unable to resolve this dispute by local dispute resolution, you may now wish to refer the matter(s) to the Secretary of State for dispute resolution in accordance with the National Health Service [General Dental Services Contracts or Personal Dental Services Agreements] Regulations 2005.

If you do wish to refer the matter(s) to the Secretary of State, then please send all supporting documentation to the NHSLA (FHSAU) which undertakes the delegated function of the Secretary of State. We have enclosed a copy of the NHSLA (FHSAU) Guidance Note for parties involved in Dispute Resolution.

Yours sincerely,

[name]
[title]
Annex 82 Example Stage 1 Outcome Letter (Matter(s) Resolved)

[date]

Dear [contractor name]

Ref: [contract details]

Further to our recent meeting on [date/time/location of meeting] to discuss your dispute, I am writing to confirm the following outcome(s):

[outcome 1 details]

[outcome 2 details]

[outcome 3 details]

We are pleased to confirm the outstanding matters are now resolved and your contract file has been updated to reflect this mutual resolution.

Yours sincerely,

[name]

[title]
Annex 83 Guidance Note for Parties Involved in Dispute Resolution

Introduction

This Guidance Note is for general information purposes only. It is not exhaustive but does cover the essential elements needed for parties submitting, or responding to, applications for dispute resolution.

Who are we?

NHS Resolution ("NHS R") is a Special Health Authority, which (amongst other things) adjudicates in contractual disputes between the NHS Commissioning Board (NHS England) and individual primary care contractors.

Although the relevant Regulations refer to the Secretary of State, these matters were delegated to NHS R with effect from 1 April 2005. The Family Health Services Appeal Unit based in Leeds discharges these functions for NHS R.

What regulations are applicable?

The relevant legislative framework is contained in one of the following:

- the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013;
- the General Ophthalmic Services Contracts Regulations 2008;
- the National Health Service (General Dental Services Contracts) Regulations 2005;
- the National Health Service (Personal Dental Services Agreements) Regulations 2005;
- the National Health Service (Personal Medical Services Agreements) Regulations 2004.

Is legal representation permitted?

Parties can be represented or assisted by whoever they wish although representatives who are not bound by The Law Society's Code of Conduct should provide an 'authority to act' letter from their client.

What information should I provide?

An application for dispute resolution should include:

- the full names and contact details of the parties involved in the dispute;
- a statement describing the nature and circumstances of the dispute (with reference to the appropriate regulations or contract provisions);
- a signed copy of the contract which is in dispute;
- what the applicant sees as the appropriate outcome of the dispute;
- confirmation that all local dispute resolution options have been exhausted;
- A comparables table (in Current Market Rent cases) in the form set out here:
NHS R's current Protocol can be found at
http://www.nhsla.com/NHSLA/Documents/Local%20Dispute%20Resolution%20Protocol%20for%20CMR%20April%202014.pdf

Who will take the final decision?

The decision is usually taken by an officer of the NHS R who fulfils the role of "the Adjudicator.

What is the procedure?

On receipt of an application, NHS R will first consider whether it has jurisdiction to consider the dispute.

If it does, the NHS R will then consider whether the application provides the information required by the Regulations. If the appropriate information has been provided, NHS R will invite representations from parties. At this stage, the parties should provide all further evidence which they wish NHS R to consider.

When submitting representations to NHS R, accompanying bundles of documents should be indexed and paginated. A chronology of events is useful in complicated cases. Parties should not assume that NHS R is familiar with particular systems and processes. Clear and specific reference should be made to any pages in the bundle upon which the party relies in support of a particular representation.

No document may be provided on a 'confidential basis' although a party may apply to have parts of any document withheld from publication in NHS R's determination. All information received will be disclosed to the other parties, so any party wishing to have material withheld from publication must send a full version of the document to NHS R, indicating which parts the party would like withheld and the reasons why withholding is sought.

Any representations received will be circulated for final observations before the case is placed before the Adjudicator for determination.

What happens next on GDS/PDS disputes?

NHS R may ask the Royal Institution of Chartered Surveyors to nominate an advisor from whom the Adjudicator may seek advice on the current market rent for the premises. NHS R will circulate a copy of any advice received to the parties for observations on its content, before the Adjudicator reaches a final decision on the application for dispute resolution.

Will there be an Oral Hearing?

The majority of cases are decided on the basis of the correspondence. Occasionally, however, particularly where there are material differences in the facts presented by the parties, complexities, or even insufficient information, it may be necessary to hold an Oral Hearing.
Who will be present at the Oral Hearing?

The Adjudicator (who may be assisted by a clerk), the parties, their representatives and any relevant witnesses will be invited to attend an Oral Hearing.

What procedure will be followed at an Oral Hearing?

The Adjudicator will explain the procedures to be followed on the day (and may also provide written procedural information in advance).

Who will be allowed to speak?

In general terms, each party will be allowed to expand on their written evidence and each party will be given the opportunity to comment on matters raised at the hearing. The Adjudicator may question any party.

Are witnesses allowed?

Appropriate witnesses may be brought to support your case although you should provide the NHS R with a written summary of their evidence in advance.

The Adjudicator will indicate at the hearing whether it is necessary for them to give evidence orally.

What papers will the parties receive?

If you have indicated your intention to attend the hearing, you (and all other parties attending) will receive a set of papers which will usually include:

- The application for dispute resolution; and
- Any presentations received.

Any further material you wish to present at the hearing will be considered at the discretion of the Adjudicator.

How long will the hearing last?

This will depend on the complexity of the case and the number of witnesses involved. Hearings may last for one or more days and it will be a matter for the Adjudicator to determine the length for which the case will be listed. The Adjudicator will try to ensure parties keep to the point and that there is no repetition.

What happens after the Hearing?

The Adjudicator will consider the information put forward by the parties and make a determination with reasons. NHS R will then notify the parties of the decision in writing.

Parties with special and other needs?

The NHS R is committed to ensuring the adequate facilities and equipment are provided at oral hearing venues to assist parties with disabilities. Please notify NHS
R in advance if any particular assistance is required, providing as much notice as possible.

How long will the process take?

It may take up to 15 weeks for the FHSAU to determine cases on the papers and up to 33 weeks for cases referred to an Oral Hearing or Advisor.

To whom can I complain if I am dissatisfied with the adjudication of the dispute?

Decisions of NHS R can only be set aside by the High Court. Independent legal advice should be sought on this.

Any complaints about the way in which a dispute has been handled should be submitted to:

Chief Executive  
NHS Resolution  
151 Buckingham Palace Road, London, SW1W 9SZ

or to:  
Head of the FHSAU  
NHS Resolution  
FHS Appeal Unit  
1 Trevelyan Square  
Leeds  
LS1 6AE

Your concerns will be investigated by the Chief Executive or a nominated officer.

Is there any other information available?

NHS R publishes previous decisions, statistical information, a sheet of Frequently Asked Questions and other material on its website at: www.nhsra.com.

Alternatively you can email fhsau@nhsra.com

Please note however that we do not provide advice.
Annex 84 Contractor's Preliminary Notice of Force Majeure Event

1. Introduction

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

1.2 Notification must be provided to the Commissioner within five working days of its occurrence.

1.3 The template should be typed to ensure legibility and emailed to the Commissioner as well as served in accordance with the notice provisions of the contract to avoid the possibility of it being lost in the post.

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

1.5 No evidence is required at the preliminary advice stage but will be required should a claim formally be submitted for consideration at year-end.

Force majeure - Notification of an unplanned event

<table>
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<tr>
<th>Date notified:</th>
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<th>Practice address:</th>
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<th>Contract number:</th>
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I/we refer to the force majeure provisions in our contract and write to notify you that as a result of the unplanned event detailed below it may not be possible to deliver the contracted activity to 96%, the minimum level of attainment required by the contract.

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<tr>
<th>Date(s) of event:</th>
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<tr>
<td>Description of event:</td>
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<tr>
<td>Potential number of UDAs that could be lost:</td>
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<td>Potential number of UOAs that could be lost</td>
</tr>
<tr>
<td>Action being taken to mitigate loss of service</td>
</tr>
</tbody>
</table>
Annex 85 Acknowledgement of Contractor Notification

[date]

Dear [name]

Notification of unplanned event Contract number: [insert]

Practice address: [insert]

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

I would advise you that if the NHS BSA year-end data confirms that the contract delivers the threshold of 96% no further action will be required. If the data shows that attainment has fallen below the required level you may wish to submit a claim which would enable us to review the incident and potentially grant you an element of dental relief to carry over to next year’s activity 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 Commissioner may issue a breach notice and apply a repayment plan to your contract in respect of the under delivery.

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

Any claim must be submitted by no later than [insert date].

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

Yours sincerely

[name]

[title]
## Annex 86 Claim Form

<table>
<thead>
<tr>
<th>Practice Address:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Contract Number:</td>
<td></td>
</tr>
<tr>
<td>Date(s) of event:</td>
<td></td>
</tr>
<tr>
<td>Date event notified to commissioner:</td>
<td></td>
</tr>
<tr>
<td>Description of event:</td>
<td></td>
</tr>
<tr>
<td>Actions taken to mitigate damage / disruption:</td>
<td></td>
</tr>
</tbody>
</table>

### Name of performer(s) whose activity was lost during the event

<table>
<thead>
<tr>
<th>Name of performer(s) whose activity was lost</th>
<th>Contracted UDAs/UOAs</th>
<th>Number of days per week worked</th>
<th>Date the performer was added to the contract (if not in post on 1st April)</th>
<th>No of days lost</th>
<th>No of UDAs/UOAs lost</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

### FOR OFFICIAL USE ONLY:

<table>
<thead>
<tr>
<th>Contract Value:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>% of contract achieved in previous financial year:</td>
<td></td>
</tr>
<tr>
<td>Any other relevant information</td>
<td></td>
</tr>
</tbody>
</table>
Annex 87 Template for Calculating Lost Activity

<table>
<thead>
<tr>
<th>Contract No</th>
<th>Name of contractor</th>
<th>Performer name</th>
<th>Contracted UDA/ UOA</th>
<th>Performer working days /week</th>
<th>Total working days</th>
<th>Days absent</th>
<th>Days worked</th>
<th>Average UDA/ UOA per day</th>
<th>UDA/ UOAs lost through absence</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>240</td>
<td>240</td>
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<td>0.00</td>
<td></td>
</tr>
</tbody>
</table>
Annex 88 Notification to Contractor on Outcome of Claim for Dental

[Date]

Dear [Name]

Notification on outcome of claim for dental relief

Contract number:

[Insert] Practice

address: [Insert]

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

I would like to advise you that following a review of your claim and the supporting evidence that you submitted to the Commissioner, that you are able to carry forward [Insert number] UDAs/UOAs into [Insert financial year]. Please see attached Annex to show evidence of how this figure has been calculated.

I hope that you are satisfied with this decision. If you do not agree with our decision, you should contact us within 28 days of this notice. If, after making every reasonable effort, we are unable to resolve the dispute, you may wish to refer the matter to the NHS dispute resolution procedure by sending a written request to:

NHS Resolution
FHS Appeal
Unit 1 Trevelyan Square
Leeds LS1 6AE

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

If I do not hear from you I will assume you accept the decision that has been made. The carry forward will be added to COMPASS.

I will write to you again 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

[name]
[title]
Annex 89 Notification to Contractor on Outcome of Claim for Dental

Relief - Declined

[date]

Dear [name]

Notification on outcome of claim for dental relief

Contract number:

[insert] Practice

address: [insert]

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

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

• [insert reasons for refusal] Please see attached Annex to show how we have arrived at this decision.

I hope that you are satisfied with this decision. If you do not agree with our decision, you should contact us within 28 days of this notice. If, after making every reasonable effort, we are unable to resolve the dispute, you may wish to refer the matter to the NHS dispute resolution procedure by sending a written request to:

NHS Resolution
FHS Appeal
Unit 1
Trevelyan Square
Leeds
LS1 6AE

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

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

[(name)]

[(title)]