



Personal Dental Services Agreement Variation Notice 2018

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Personal Dental Services Agreement Variation Notice 2018

The text of the Personal Dental Services Variation Notice July 2018 has been prepared by the Operations & Information Directorate, NHS England and has been approved by the legal team. It is prepared on the basis that the numbering adopted in the signed contract follows that used in the Personal Dental Services Agreement dated April 2013.

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1 Personal Dental Services Agreement Variation Notice – [] 2018

Dear Sir/Madam

Notice of Variation to your Personal Dental Services Agreement dated []

We give you notice under paragraph 60(2) of Schedule 3 to The National Health Service (Personal Dental Services Agreements) Regulations 2005 (S.I. 2008/2013) that the terms of your Personal Dental Services Agreement dated [] are varied as set out below with effect from [*insert here date on which variations will take effect. Where reasonably practicable this should not be less than 14 days after the date on which this notice is served. This is a regulatory requirement.*].

These variations are made to comply with the terms of the:

- National Health Service Primary Dental Services (Miscellaneous Amendments) Regulations 2014;
- Health Care and Associated Professions (Indemnity Arrangements) Order 2014;
- National Health Service, (Primary Dental Services and General Ophthalmic Services) (Miscellaneous Amendments and Transitional Provision) Regulations 2015;
- National Health Service, (Primary Dental Services) (Miscellaneous Amendments) (No.2) Regulations 2015;
- National Health Service, (Primary Dental Services - Miscellaneous Amendments and Directions to the NHS Business Services Authority) Regulations 2016;
- National Health Service, (Primary Dental Services and General Ophthalmic Services) (Amendment) Regulations 2017;
- For the avoidance of doubt nothing in this agreement shall effect accrued rights of liabilities up to the date of the variation;

and are published on the government website legislation.gov.uk.

We request you to acknowledge receipt of this notice by signing and returning the enclosed duplicate of it.

Dated:

Signed:
on behalf of NHS England

Print name:

Wording of Variations

Background

No variations.

Clause 1

1. Immediately after the **definition of "agreement"**, the following new definition is inserted:

"appropriate cover" means cover against liabilities that may be incurred by the Contractor in the performance of clinical services under the Agreement, which is appropriate, having regard to the nature and extent of the risks in the performance of such services;"

2. The **definition of "Band 1A course of treatment"** is deleted.
3. In the **definition of "banded course of treatment"**, the words "Band 1A," are deleted.
4. The **definition of "Capitation and Quality Scheme 2 Agreement"** is deleted.
5. The **definition of "course of treatment"** is substituted as follows:

"course of treatment" means—

(a) an examination of a *patient*, an assessment of that *patient's* oral health, and the planning of any treatment to be provided to that patient as a result of that examination and assessment; and

(b) the provision of any planned treatment (including any treatment planned at a time other than the time of the initial examination) to that *patient*, up to the date on which-

- (i) each and every component of the planned treatment has been provided to the *patient*, or
- (ii) the *patient* either voluntarily withdraws from, or is withdrawn by the provider from treatment,

by, unless the context otherwise requires, one or more providers of primary dental services, but except that it does not include the provision of any *orthodontic services or dental public health services*;"

6. Immediately after the **definition of "domiciliary services"**, the following new definition is inserted:

"electronic submission" means the submission of information electronically via a computer system approved by the Board;"

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7. Immediately after the **definition of "financial year"**, the following new definition is inserted:
"**Friends and Family Test**" means the arrangements that the Contractor is required by the Board to implement to enable its *patients* to provide anonymous feedback about the patient experience at the Contractor's practice;"
8. The **definition of "insurance"** is substituted as follows:
"**indemnity arrangement**" means a contract of insurance or other arrangement made for the purpose of indemnifying the Contractor;"
9. In the **definition of "NHS Charges Regulations"**, after "2015" insert "(as amended)".

Clauses 2 to 17

No variations.

Clause 18

10. **Clause 18** is substituted as follows:
"Not used."

Clause 19

11. **Clause 19** is substituted as follows:
"Not used."

Clause 20

12. **Clause 20** is substituted as follows:
"Not used."

Clauses 21 to 38

No variations.

Clause 39

13. Immediately after **Clause 39**, the following new clause is inserted:

"39A. The Contractor must give all *patients* who use the Contractor's *practice* the opportunity to provide feedback about the service received from the *practice* through the *Friends and Family Test*.

39B. The Contractor must-

39B.1 report the results of completed *Friends and Family Tests* to the Board; and

39B.2 publish the results of such completed tests,

in the manner approved by the Board."

Clauses 40 to 81

No variations.

Clause 82

14. Immediately after **Clause 82**, the following new clause is inserted:

"82.A Where a *patient* is referred by the Contractor for *advanced mandatory services* to another provider of primary dental services, the appropriate number of *units of dental activity* provided by

82A.1 the Contractor; and

82A.2 the other provider of primary dental services, if that provider is also a contractor under another primary dental services contract,

must be calculated on the basis of the components of the *course of treatment* which they actually provide, notwithstanding that the treatment constitutes a single banded *course of treatment* for charging purposes."

Clauses 83 to 167

No variations.

Clause 168

15. **Clause 168** is substituted as follows:
"Not used."

Clause 169

16. **Clause 169** is substituted as follows:
"Not used."

Clause 170

17. **Clause 170** is substituted as follows:
"Not used."

Clause 171

18. **Clause 171** is substituted as follows:
"Not used."

Clause 172

19. **Clause 172** is substituted as follows:
"Not used."

Clauses 173 to 212

No variations.

Clause 213

20. **Clause 213** is substituted as follows:
"Not used."

Clause 214

21. **Clause 214** is substituted as follows:
"Not used."

Clause 215

22. **Clause 215** is substituted as follows:
"Not used."

Clause 216

23. **Clause 216** is substituted as follows:
"Not used."

Clause 217

24. **Clause 217** is substituted as follows:
"Not used."

Clauses 218 to 220

No variations.

Clause 221 to 222

25. In the heading of **Clause 221**, after "orthodontic course of treatment" insert "when the treatment has completed on or before 30 April 2019".

25A. At the end of **Clause 221.6**, insert "can be provided by virtue of clause 44.2 or clause 148.2."

26. Immediately after **Clause 222.4**, the following new clause is inserted:

"Notification of *course of treatment or orthodontic course of treatment* when the treatment has completed on or after 1 May 2019

222A. The Contractor shall, within 2 months of the date upon which—

222A.1. it completes a *course of treatment* in respect of *mandatory or additional services*;

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222A.2. it completes a *case assessment* in respect of an *orthodontic course of treatment* that does not lead to a *course of treatment*;

222A.3. it provides an orthodontic appliance following a *case assessment* in respect of *orthodontic treatment*;

222A.4. it completes a *course of treatment* in respect of *orthodontic treatment*;

222A.5. a *course of treatment* in respect of *mandatory services* or *additional services* or *orthodontic course of treatment* is terminated; or

222A.6. in respect of a *course of treatment* not falling within clause 222A.4 or 222A.5, no more services can be provided by virtue of clause 44.2 or clause 148.2

send to the Board, by means of *electronic submission*, the information specified in clause 222.

27. Immediately after **Clause 222A**, the following new clause is inserted:

"222B. The information referred to in clause 222A is—

222B.1. details of the *patient* to whom it provides services;

222B.2. details of the services provided (including any appliances provided) to that *patient*;

222B.3. details of any *NHS Charge* payable and paid by that *patient*; and

222B.4. in the case of a *patient* exempt from *NHS Charges*, the information required under clause 222B.5.

222B.5. In the case of a *patient* who is exempt from *NHS Charges*, the Contractor must provide the Board with-

222A.5.1 such details of the exemption as the Board may reasonably request; and

222A.5.2 the written declaration.

222B.6. The Board may accept submission of the information in clause 222A in paper form in such exceptional circumstances as the Board may reasonably determine."

28. Immediately after **Clause 222B**, the following new clause is inserted:

**"Notification of *course of treatment or orthodontic course of treatment*-
Transition Period**

222C. Where a *course of treatment* has completed on or before 30 April 2019, the Board may accept submission of the information set out in clause 222B in paper form up to and including 30 June 2019."

Clauses 223 to 238

No variations.

Clauses 239

29. Immediately after **Clause 239**, the following new clauses are inserted:

"239A. The Board is under an obligation to publish the information about earnings specified in Regulation 17A of *the Regulations*. The Contractor acknowledges and consents to the publication of this information."

Clauses 240 to 249

No variations.

Clauses 250 to 252

30. **Clauses 250 to 252** are substituted as follows:

250. The Contractor shall at all times have in force in relation to it an *indemnity arrangement* which provides *appropriate cover*.

251. The Contractor shall not sub-contract its obligations to provide clinical services under the Agreement unless it has satisfied itself that the sub-contractor has in force in relation to it an *indemnity arrangement* which provides *appropriate cover*.

252. The Contractor or a sub-contractor shall be regarded as having in force in relation to it an *indemnity arrangement* if there is an *indemnity arrangement* in force in relation to it an employee of its in connection with clinical services which that employee provides under the Agreement or, as the case may be, sub-contract."

Clauses 253

31. In **Clause 253**, substitute "an *indemnity arrangement*" for "the insurance".

Clauses 254 to 264

No variations.

Clause 265

32. **Clause 265** is substituted as follows:

"Not used."

Clause 266

33. **Clause 266** is substituted as follows:
"Not used."

Clause 267

34. **Clause 267** is substituted as follows:
"Not used."

Clause 268

35. **Clause 268** is substituted as follows:
"Not used."

Clause 269

36. **Clause 269** is substituted as follows:
"Not used."

Clause 270

37. **Clause 270** is substituted as follows:
"Not used."

Clause 271

38. **Clause 271** is substituted as follows:
"Not used."

Clause 272

39. **Clause 272** is substituted as follows:
"Not used."

Clause 273

40. **Clause 273** is substituted as follows:
"Not used."

Clause 274

41. **Clause 274** is substituted as follows:
"Not used."

Clause 275

42. **Clause 275** is substituted as follows:
"Not used."

Clause 276

43. **Clause 276** is substituted as follows:
"Not used."

Clauses 276 to 278

No variations.

Clause 279

44. **Clause 279** is substituted as follows:

"279. Where legal proceedings have commenced before 1 July 2015, which relate to any dispute arising out of or in connection with the Agreement, except matters dealt with under the complaints procedure set out in Part 20 of this Agreement, may be referred for consideration and determination to *the Secretary of State*, if:—

- 279.1 the Board so wishes and the Contractor has agreed in writing;
or
- 279.2 the Contractor so wishes (even if the Board does not agree)."

45. Immediately after **Clause 279**, the following new clause is inserted:

"279.A Any dispute arising out of or in connection with the Agreement where clause 279 does not apply, except matters dealt with under the complaints procedure set out in Part 20 of this Agreement, may be referred for consideration and determination to *the Secretary of State*, if:—

- 279A.1. if it relates to a period of when the Contractor was a health service body, by the Contractor or by the Board; or
- 279A.2. in any other case, by the Contractor or, if the Contractor agrees in writing, by the Board."

Clause 280

46. In **Clause 280**, after "clause 279" insert "or clause 279A".

47. Immediately after **Clause 280**, the following new clause is inserted:

"280A. Where the Contractor or the Board –

- 280A.1 has referred the matter to the *NHS dispute resolution procedure* before the Contractor ceases to be a *health service body*, or
- 280A.2 refers any matter to the *NHS dispute resolution procedure* in accordance with paragraph 54(1)(a) of Schedule 3 of

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the Regulations, after the Contractor ceases to be a *health service body*,

the Contractor is to continue to be treated as a *health service body* (and accordingly the Agreement is to continue to be regarded as a *NHS contract*) for the purpose of the consideration and determination of the dispute."

Clause 281

48. In **Clause 281**, after "clause 279" insert "or clause 279A".

Clauses 282 to 362

No variations.

Schedules 1 to 2

No variations.

Schedule 3

49. In paragraph 2(a), substitute "body" for "corporation".

50. In paragraph 2(b), substitute "that" for "the".

51. In paragraph 14, substitute "Not used." For "The telephone number of NHS Direct and details of NHS Direct online."