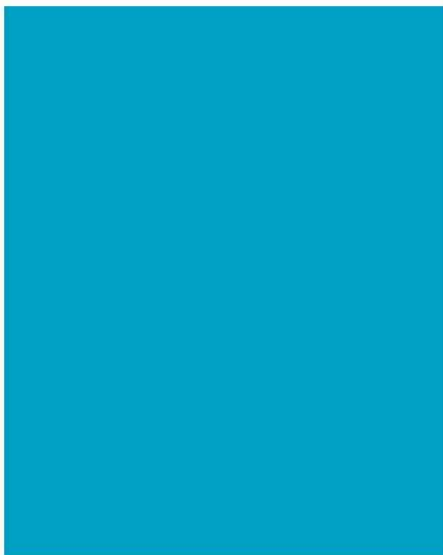


**Standard
operating policies
and procedures
for primary care**



**Policy on the
management of
request to transfer
from a Personal
Dental Services
(PDS) agreement to
a General Dental
Services (GDS)
contract**



Policy on the management of request to transfer from a Personal Dental Services (PDS) agreement to a General Dental Services (GDS) contract

Standard operating policies and procedures for primary care

First published: 27 March 2013

Prepared by Primary Care Commissioning (PCC)

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Purpose of policy

- 1) The NHS Commissioning Board (NHS CB) is responsible for direct commissioning of services beyond the remit of clinical commissioning groups, namely primary care, offender health, military health and specialised services.
- 2) This document forms part of a suite of policies and procedures to support commissioning of primary care. They have been produced by Primary Care Commissioning (PCC) for use by NHS CB's area teams (ATs).
- 3) The policies and procedures underpin NHS CB's commitment to a single operating model for primary care – a “do once” approach intended to ensure consistency and eliminate duplication of effort in the management of the four primary care contractor groups from 1 April 2013.
- 4) All policies and procedures have been designed to support the principle of proportionality. By applying these policies and procedures, Area Teams are responding to local issues within a national framework, and our way of working across the NHS CB is to be proportionate in our actions.
- 5) The development process for the document reflects the principles set out in *Securing excellence in commissioning primary care*¹, including the intention to build on the established good practice of predecessor organisations.
- 6) Primary care professional bodies, representatives of patients and the public and other stakeholders were involved in the production of these documents. NHS CB is grateful to all those who gave up their time to read and comment on the drafts.
- 7) The authors and reviewers of these documents were asked to keep the following principles in mind:
 - Wherever possible to enable improvement of primary care
 - To balance consistency and local flexibility
 - Alignment with policy and compliance with legislation
 - Compliance with the Equality Act 2010
 - A realistic balance between attention to detail and practical application
 - A reasonable, proportionate and consistent approach across the four primary care contractor groups.
- 8) This suite of documents will be refined in light of feedback from users.

¹ *Securing excellence in commissioning primary care* <http://bit.ly/MJwrfA>

Policy aims and objectives

The aim of the policy is to provide a consistent decision making process for the NHS Commissioning Board (NHS CB) when managing a request to transfer from a Personal Dental Services (PDS) and from a PDS plus agreement to a General Dental Services (GDS) contract.

Background

A contractor holding a PDS or PDS plus agreement and who is providing mandatory services, under Part 6 (21) of the National Health Service (Personal Dental Services Agreements) Regulations 2005 has the right to a GDS contract subject to the contractor meeting section 28M of the NHS Act.

Part 6 (21) states:

21. Right to a general dental services contract

(1) 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 Relevant Body in writing at least three months before the date on which it wishes the general dental services contract to be entered into.

Scope of the policy

To allow the NHS CB to transfer a contract holder from a PDS agreement to a GDS contract with a negotiated annual contract value (NACV). The policy includes the decision making process, refusal and appeal processes and discussions regarding all actions taken under this policy.

ATs should refer to relevant published guidance and should take appropriate advice at an early stage when following the actions under this policy.

Notification from contractor

The NHS PDS (Personal Dental Services Agreements) Regulations 2005 make provision for any contractor providing mandatory services to be able to transfer to a GDS contract, subject to giving the Area Team at least 3 months' notice in writing of the date on which s/he wishes the transfer to take effect.

The Regulations Part 6 - 21 (2) and (3) state that the notice must:

- (a) state that the contractor wishes to terminate the agreement and the date on which the contractor wishes the agreement to terminate which must be at least three months after the date of service of the notice;*
- (b) subject to paragraph (3), give the name or names of the person or persons whom the contractor wishes the Relevant Body to enter into a general dental services contract with; and*
- (c) confirm that the person or persons so named meet the conditions set out in section 28M of the Act (persons eligible to enter into GDS contracts)[43] and regulations 4 and 5 (where applicable) of the GDS Contracts Regulations or, where the contractor is not able so to confirm, the reason why it is not able to do so and confirmation that the person or persons immediately prior to entering into the general dental services contract will meet those conditions.*

(3) A person's name may only be given in a notice referred to in paragraph (1) if that person is a party to the agreement.

Area Team Process

PDS Agreements

On receipt of a request, the Area Team (AT) must acknowledge the request within seven days as per the regulations. Part 6 – 21(4) states:

The Relevant Body shall acknowledge receipt of the notice served under paragraph (1) within the period of seven days beginning on the day that it received the notice.

Before sending out the acknowledgement letter the AT will undertake an initial review of the PDS contract to establish if the contract holder provides mandatory services or if they are eligible to hold a GDS contract under section 28M of the NHS Act (persons eligible to enter into GDS contracts)[43] and regulations 4 and 5 (where applicable) of the GDS Contracts Regulations to hold a GDS contract. Regulations 4 and 5 can be found in Annex 9

If the contract holder does not provide mandatory services then the AT must refuse the application (Annex 1) and offer the contract holder the right to dispute this request under Part 6 (21) (9) – see section c) disputes below.

If the AT confirms that the contract holder is not eligible to hold a GDS contract the request must be refused (Annex 2) and given the right to dispute this under Part 6(21)(8).- see section c) disputes below.

If the AT confirms that the holders of the PDS agreement are eligible under section 28M of the Act (persons eligible to enter into GDS contracts)[43] and regulations 4 and 5 (where applicable) of the GDS Contracts Regulations to hold a GDS contract, the AT will acknowledge the receipt of the request outlining the review process (Annex 3) within seven days of request for transfer.

Part 6(21)(6)(b) states that *the same services to be provided under the general dental services contract as were provided under the agreement immediately before it was terminated unless the parties otherwise agree* and with effect from 1 April 2009, Part 1, paragraph 2 of the current General Dental Services Statement of Financial Entitlements ("the SFE") provides in relation to new or first NACVs. Part 1, paragraph 2.3 and 2.4 states that:

Payments under a GDS contract in respect of the agreed number of units of dental activity and orthodontic activity specified in the contract are to be based on a NACV.

The PCT 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, including where a contractor transfers from providing services under a PDS agreement to providing services under a GDS contract pursuant to regulation 21 of the PDS Agreements Regulations.

Therefore the AT has the right to review value of the unit of dental activity (UDA) that it offers to the contractor for the level of activity that they are commissioning from the provider as confirmed by the NHS Litigation Authority case 15189 (August 2009).

On request to transfer the AT shall undertake an internal review of the contract. The AT will be provided with benchmarked data (UDA value, NICE recall and patient access) by the BSA Dental Services to enable the AT to determine whether a PDS contract is providing a value for money performance in terms of activity and compliance and where appropriate the AT will negotiate the NACV to bring the contractors in line with the average at a local area. (Annex 4)

The AT will by letter offer the contractor a meeting to discuss the offer being made to them in view of the contract review including the proposed NACV (Annex 5)

During this period of negotiation the provider may issue a counter offer for consideration. Once the negotiation period has been completed the AT will provide a final offer confirmed in writing with a deadline for response. (Annex 6).

If the provider agrees, the new NACV this will be confirmed in writing, a date for the termination of the PDS contract will be agreed and a new GDS contract issued with a start date commensurate with the termination of the PDS contract. (Annex 7).

If the contractor does not agree, the new NACV the contractor must be informed of their right to dispute the decision (Annex 8) under Part 6 (21)(9) – see section c) disputes below.

Following the agreement to transfer the contract to a GDS contract the AT must update Payments Online (POL) as appropriate (Annex 9)

The contractor at any point may choose to withdraw their application to transfer to GDS and continue with their current PDS agreement.

PDS Plus Agreements

PDS plus agreements are regulated by the PDS regulations and have the same right to transfer to a GDS contract.

The process above should be followed when a request from a PDS Plus agreement holder is received, except:

PDS Plus agreements allowed for an element of the contract value to be paid on Access and Performance but a minimum of 51% of the contract had to be based on UDA activity.

Schedule 3 Part 2, paragraph 2.5 states:

In the event that the Contractor exercises its right to a GDS Contract the contract value that will be negotiated as the NACV will be based on the payments that are made under the Statement of Financial Entitlements. For the avoidance of doubt the payment made under the Statement of Financial Entitlements is the Services Payment

The minimum service activity of a PDS plus agreement is 51% although depending on each individual PDS plus agreement this could be higher. The minimum amount that should therefore be negotiated is the contract value for the service activity. On request to transfer the AT will undertake a review of the local needs and service provision and where appropriate can negotiate an appropriate GDS contract value.

Disputes

As per part 6 (21) (8) *Where there is a dispute as to whether or not a person satisfies the conditions set out in section 28M of the Act or regulation 4 or 5 of the GDS Contracts Regulations, the contractor may appeal to the First-tier Tribunal or Civil Courts and the Relevant Body shall be the respondent.*

As per Part 6 (21) (9) *any other dispute shall be determined by the Secretary of State in accordance with Regulation 8(3) and (4) of the GDS contract Regulations (pre-contract disputes) which states*

PART 3

PRE-CONTRACT DISPUTE RESOLUTION

Pre-contract disputes

8. (1) *Subject to paragraphs (2) and (3), if, in the course of negotiations intending to lead to a contract, the prospective contracting parties are unable to agree on a particular term of the contract, either party may refer the dispute to the Secretary of State to consider and determine the matter in accordance with the procedure provided for in paragraphs 55(2) and (3) of Schedule 3.*

(2) *Paragraph (1) does not apply in the case where both parties to the prospective contract are health service bodies (in which case section 4(4) of the 1990 Act (NHS contracts) applies).*

(3) *Before referring the dispute for consideration and determination under paragraph (1), both parties to the prospective contract must make every reasonable effort to communicate and co-operate with each other with a view to resolving it.*

(4) *Disputes referred to the Secretary of State in accordance with paragraph (1), or section 4(4) of the 1990 Act, shall be considered and determined in accordance with the provisions of paragraphs 55(4) to 55(13) and 56(1) of Schedule 3, and paragraph (5) (where it applies) of this regulation.*

(5) In the case of a dispute referred to the Secretary of State under paragraph (1), the determination—

(a) may specify terms to be included in the proposed contract;

(b) may require the Primary Care Trust to proceed with the proposed contract, but may not require the proposed contractor to proceed with the proposed contract; and

(c) shall be binding upon the prospective parties to the contract.

Monitoring and review of policy

This policy will be reviewed in light of any regulatory changes or every 3 years, whichever occurs first.

Annex 1: abbreviations and acronyms

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

GPES	GP Extraction Service
GPhC	General Pharmaceutical Council
GSMP	global sum monthly payment
HR	human resources
HSE	Health and Safety Executive
HWB	health and wellbeing board
IC	NHS Information Centre
IELTS	International English Language Testing System
KPIs	key performance indicators
LA	local authority
LDC	local dental committee
LETB	local education and training board
LIN	local intelligence network
LLP	limited liability partnership
LMC	local medical committee
LOC	local optical committee
LPC	local pharmaceutical committee
LPN	local professional network
LPS	local pharmaceutical services
LRC	local representative committee
MDO	medical defence organisation
MHRA	Medicines and Healthcare Products Regulatory Agency
MIS	management information system
MPIG	minimum practice income guarantee
MUR	medicines use review and prescription intervention services
NACV	negotiated annual contract value
NCAS	National Clinical Assessment Service
NDRI	National Duplicate Registration Initiative
NHAIS	National Health Authority Information System (also known as Exeter)
NHS Act	National Health Service Act 2006
NHS BSA	NHS Business Services Authority
NHS CB	NHS Commissioning Board
NHS CfH	NHS Connecting for Health
NHS DS	NHS Dental Services
NHS LA	NHS Litigation Authority
NMS	new medicine service
NPE	net pensionable earnings
NPSA	National Patient Safety Agency
OJEU	Official Journal of the European Union
OMP	ophthalmic medical practitioner
ONS	Office of National Statistics
OOH	out of hours
PAF	postcode address file
PALS	patient advice and liaison service

PAM	professions allied to medicine
PCC	Primary Care Commissioning
PCT	primary care trust
PDS	personal dental services
PDS NBO	Personal Demographic Service National Back Office
PGD	patient group direction
PHE	Public Health England
PLDP	performers' list decision panel
PMC	primary medical contract
PMS	Personal Medical Services
PNA	pharmaceutical needs assessment
POL	payments online
PPD	prescription pricing division (part of NHS BSA)
PSG	performance screening group
PSNC	Pharmaceutical Services Negotiating Committee
QOF	quality and outcomes framework
RCGP	Royal College of General Practitioners
RO	responsible officer
SEO	social enterprise organisation
SFE	statement of financial entitlements
SI	statutory instrument
SMART	specific, measurable, achievable, realistic, timely
SOA	super output area
SOP	standard operating procedure
SPMS	Specialist Personal Medical Services
SUI	serious untoward incident
UDA	unit of dental activity
UOA	unit of orthodontic activity

Annex 2: PDS / PDS Plus agreement transfer to GDS contract - Template letter (mandatory services)

[date]

Dear [Name]

Contract No [Insert contract number]

Thank you for contacting the NHS CB Local Area Team (AT). I acknowledge receipt of your request to transfer your PDS / PDS Plus agreement to a GDS contract dated [date].

On review of your current PDS / PDS plus agreement, you do not provide mandatory services. The PDS (agreement) Regulations Part 6 (21) (1) 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 Relevant Body in writing at least three months before the date on which it wishes the general dental services contract to be entered into.

Therefore the AT denies your request to transfer your agreement to a GDS contract.

If you do not agree with this decision you have the right to raise your dispute with the Secretary of State in accordance with Regulation 8(3) and (4) of the GDS contract Regulations (pre-contract disputes).

If you are interested in growing your business you may wish to look for opportunities as they arise when the NHS Commissioning Board procure additional GDS services, these will be advertised locally in [...] and via OJEU www.tendersdirect.co.uk/Search/TenderSearch.aspx

Yours sincerely

[Name]

[Title]

Annex 3: PDS / PDS Plus Agreement Transfer to GDS Contract - Template Letter (eligible persons)

[date]

Dear [Name]

Contract No [Insert contract number]

Thank you for contacting the NHS CB Area Team (AT). I acknowledge receipt of your request to transfer your PDS / PDS Plus agreement to a GDS contract dated [date].

On review of your current arrangements you do not meet the conditions set out in section 28M of the Act (persons eligible to enter into GDS contracts)[43] and regulations 4 and 5 (where applicable) of the GDS Contracts Regulations. Therefore we are unable to grant your request to transfer to a GDS contract. Details of an eligible person under the Act are attached in Appendix A for your information [see Annex 9 for copy]

If you do not agree with this decision you may appeal [to the tier one tribunal or via Civil Court] (delete as is applicable to contract holders health body status)

If you are interested in growing your business you may wish to look for opportunities as they arise. When the NHS Commissioning Board procure additional GDS services, these will be advertised locally in [...] and via OJEU at www.tendersdirect.co.uk/Search/TenderSearch.aspx

Yours sincerely

[Name]

[Title]

Annex 4: PDS / PDS Plus Agreement Transfer to GDS Contract - Template Letter (successful)

[date]

Dear [Name]

Contract No [Insert contract number]

Thank you for contacting the NHS CB Area Team (AT). I acknowledge receipt of your request to transfer your PDS / PDS Plus agreement to a GDS contract dated [insert date].

The NHS CB will now undertake a review of your current PDS / PDS Plus agreement and will contact you within 28 days for further discussions

In the meantime if you have any questions please contact [insert name of NHS CB manager responsible for request]

Yours sincerely

[Name]

[Title]

Annex 5: NHS CB contract review template for transfer from PDS / PDS Plus to GDS

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

PDS Agreement number			
Contract Value (UDA only)	£	Contract Value (UOA only)	£
UDA Numbers		UOA Numbers	
Price per UDA	£	Price per UOA	£
NHS CB benchmarked UDA value	£	NHS CB benchmarked UOA value	£
National average		National average	
NHS CB benchmarked UDA value		NHS CB benchmarked UOA value	
Local average		Local average	
PDS Plus Agreement Only			
Access Payment			
Performance Payment			

Criterion	Standards to be considered	Comments by Panel/contracts Manager	Recommendation/ Queries for Contract Negotiation meeting
Nice Recall intervals			
Patient Access			

Annex 6: PDS / PDS Plus agreement transfer to GDS contract - Template letter 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 the NHS CB Area Team has reviewed your request to transfer your PDS / PDS Plus agreement to a GDS contract.

As per PDS regulation Part 6-21, we can confirm that you currently provide all mandatory services and are an eligible person as defined in Section 28M who can hold a GDS contract.

Therefore the Area Team (AT) has reviewed your contract and would now like to arrange a meeting with you to discuss your transfer. The Area Team has a responsibility to commission services that meet the needs of their patients. Under your current PDS agreement your current £/UDA is [insert price]. This is above/below [delete as appropriate] the national/local average £/UDA by.....

Under regulation 21(6)(b) you have a right to the same level of activity but we are taking this opportunity to negotiate your contractual value under a GDS contract, as the Statement of Financial Entitlements state:

Payments under a GDS contract in respect of the agreed number of units of dental activity and orthodontic activity specified in the contract are to be based on a NACV. The NHS CB 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, including where a contractor transfers from providing

services under a PDS agreement to providing services under a GDS contract pursuant to regulation 21 of the PDS Agreements Regulations.

To allow you to have time to consider the proposal we are proposing a new NACV of £x, which comprises XX UDAs at £/UDA.

I would be grateful if you could contact me at your earliest convenience to discuss this offer and arrange a contractual meeting.

Yours sincerely

[Name]

[Title]

Annex 7: PDS / PDS Plus agreement transfer to GDS contract - Template letter Agreement to transfer

[date]

Dear [Name]

Contract No [Insert contract number]

Further our meeting of [insert date] I confirm that your UDA (UOA) level has been agreed at £/per UDA(UOA), Your contract will be for XXUDA(UOA), which gives you a final contractual value of £XX,xxx

We agree your termination date of your PDS / PDS Plus agreement is [insert date] and that your GDS contract commences on [same day as termination].

As per PDS regulations Part 6 21 (6)c under your new GDS contract you will complete any course of treatment or orthodontic course of treatment that was not complete immediately before your PDS agreement was terminated.

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 CB.

Yours sincerely

[Name]

[Title]

Annex 8: 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 your negotiated annual contract value (NACV), therefore the NHS Commissioning Board cannot agree your transfer from a PDS agreement to a GDS contract.

If you do not agree with this decision you have the right to raise your dispute with the Secretary of State in accordance with Regulation 8(3) and (4) of the GDS contract Regulations (pre-contract disputes). Further information regarding the NHS Litigation Authority can be found at <http://www.nhsla.com>

If you are interested in growing your business you may wish to look for opportunities as they arise when the NHS Commissioning Board procure additional GDS services, these will be advertised locally in [...] and via OJEU www.tendersdirect.co.uk/Search/TenderSearch.aspx

Yours sincerely

[Name]

[Title]

Annex 9: PDS to GDS transfer

Payments on Line

The following changes are also required on Payments on Line (POL):

Although the AT must close the old agreement and start a new contract, NHS Dental Services need to handle the transfer differently. This is because, under Regulation 21, a contractor must ensure that no patient pays twice for the same course of treatment.

- The AT will need to amend the details on the POL system to record the changeover from PDS to GDS and enter the new contract value. To make this change the AT needs to use the 'Update Contract' facility in Payments Online and change the radio button from PDS to GDS and save the change.
- This will then need to be authorised by a second user through 'Queue Processing'. This change cannot take place in the middle of a processing cycle so will therefore need to take place before the end of the BSA cycle.

It is also advisable to email NHS DS 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 10: Regulations 4 and 5

General prescribed conditions relating to all contracts

4. (1) *For the purposes of section 28M of the 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.*

(3) *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[33]) 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[34] (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[35](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 unless (in either case) he has been discharged or the bankruptcy order has been annulled;

(ii) been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986[36] 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; or

(ii) been removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990[37](powers of the Court of Session to deal with management of charities), 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[38], the Companies (Northern Ireland) Order 1986[39] or to an order made under section 429(2)(b) of the Insolvency Act 1986[40] (failure to pay under county court administration order).

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

Additional prescribed conditions relating to contracts with dental corporations

5. (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 Primary Care Trust 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.

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