

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



**Policy for variations
of primary dental
care contracts**



Policy for variations of primary dental care contracts

Standard operating policies and procedures for primary care

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Prepared by Primary Care Commissioning (PCC)

Contents

| | |
|---|----|
| Contents..... | 3 |
| Purpose of policy..... | 4 |
| Background..... | 6 |
| Scope of the policy..... | 6 |
| Partnerships..... | 7 |
| Death of a single-handed contract holder | 10 |
| Relocation of premises..... | 10 |
| 24-hour retirement GDS, PDS and PDS Plus | 11 |
| Payments on Line requirements – applicable to all sections of the policy..... | 14 |
| Annex 1: abbreviations and acronyms | 15 |
| Annex 2: General contract variation | 18 |
| Annex 4: Letter reversion from a partnership/companies limited by shares to a single-hander | 24 |
| Annex 5: Relocation letters | 26 |
| Annex 6: 24-hour retirement partnership GDS or companies limited by shares PDS (Plus) | 29 |
| Annex 7: 24-hour retirement single-handed contract GDS and PDS | 31 |

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>

This document should be read in conjunction with:

- Mid year and year end.
- Incorporation.
- PDS to GDS.
- Termination of contracts and agreements.

Background

The following section of the policy looks at the most common contract variation requests and the approach that the NHS CB area teams need to take when issuing contract variations for these.

This section does not cover all eventualities, so a generic variation template is included in Annex 2. This can be tailored to fit the requirements of the National Health Service (General Dental Services Contracts) Regulations 2005, or National Health Service (Personal Dental Services Agreement) Regulations 2005. The template also contains detailed guidance notes for completion.

Scope of the policy

The following section looks at the most common contract variations and is limited to:

- Partnerships – individual to partnership and partnership to individual and death in service of a partner. Termination due to death is looked at in more detail further on in the policy;
- Relocation of premises; and
- 24-hour retirement.

There is also guidance on issuing contract variations and a generic template and guidance notes have been included in the annexes.

Partnerships

National Health Service (General Dental Services Contracts) Regulations 2005, Schedule 3 part 9 deals specifically with this type of variation and states the requirements and process that a contractor must follow. The AT is unable to refuse this request if the contract holder satisfies all of the requirements specified in the regulations.

Individual practitioners request to become a partnership – GDS only, PDS regulations do not allow for partnership agreements only individuals and companies limited by shares'

In the case of an individual contractor wishing to take on a partner the contract holder must notify the AT in writing of the following:

- the name of the person or persons with whom it proposes to practise in partnership; and
- the date on which the contractor wishes to change its status as a contractor from that of an individual dental practitioner to that of a partnership, which shall be not less than 28 days after the date on which it has served the notice on the AT.

The notice must also contain the following information in respect of the person or each of the persons that the contractor proposes they go into partnership with:

- confirmation that they are either:
 - a dental practitioner; or
 - a person who satisfies the conditions specified in section 28M(2)(b) of the Act;
- confirmation that he is a person who satisfies the conditions imposed by Regulation 4; and
- whether or not it is to be a limited partnership, and if so, who is to be a limited and who is to be a general partner.

The notice must be signed by the contract holder and all proposed parties. The contract holder must also ensure that any person who will be practising in partnership is bound by the contract may this be by virtue of a partnership deed or any other form.

The contract holder should also show that they have received CQC registration under the new partnership agreement.

On receipt of the completed notice, the AT should ensure that it is satisfied with the accuracy and content within the notice. Once it has assured itself, it must then give notice in writing to the contractor confirming that the contract shall continue with the partnership proposed by the contractor and its partners. The contract will start from a date that the AT specifies in that notice. Where reasonably practicable this should be the date given by the contract holder subject to the correct 28-day notice period being given.

In the case of a GDS contract, a partnership number will also need to be obtained from the NHS DS. This will generate a new practice stamp and transmission number for the practice. It is also important that the AT link with the NHS DS to link the two contract numbers together so that free repairs and replacements are captured and performance and financial data remains linked.

The required paperwork is in annex 3.

Partnership changes – Two or more individuals: GDS only; PDS regulations do not allow for partnership agreements only individuals and companies limited by

Where a 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:

- nominated by the remaining partners and
- a dental practitioner.

Provided that the two requirements above are met, the contractor is required to:

- notify the AT in writing at least 28 days before the date on which the contractor proposes to change its status from that of a partnership to that of an individual dental practitioner.

The notice must:

- specify the date on which the contractor proposes to change its status from a partnership to that of an individual dental practitioner;
- specify the name of the dental practitioner with whom the contract will continue. This must be one of the existing partners; and

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

The AT should also ensure that where this is a general partnership the contract holder should also show that they have received CQC registration under the new partnership.

Contract holders who have not had cause to change their CQC registration before 4 February 2013 will need initially to cancel their original registration and apply for a new registration under their new partnership. Any contract holder who became registered after 4 February 2013 and those who have changed their CQC registration after this date will need only to make a change to the conditions of their registration, as this will now include partnership details.

On receipt of the completed notice, the AT should ensure that it is satisfied with the accuracy and content within the notice. Once it has assured itself, it must then give notice in writing to the contractor confirming that the contract shall continue with the individual as proposed by its partners. The contract will commence from a date that the AT specifies within that notice. Where reasonably practicable, this should be the date given by the contract holder subject to the correct 28-day notice period being given.

The required paperwork is in annex 4.

PDS

Where there is a request received for the company limited by shares or multiple individual signatories to revert to a single-handed contract, the process above is to be followed, substituting the word 'partner' with 'multiple individual and signatory'.

The required paperwork is in annex 4.

Partnership changes due to the death of a partner – GDS and PDS if company limited by shares

There are specific rules regarding handling the death of a partner (GDS) or multiple individual and signatory (PDS). This is covered in further detail in a separate policy as this is potentially a termination and not a variation. See Policy – Death of a contractor.

Death of a single-handed contract holder

There are specific rules regarding handling the death of a single hander. This is covered in further detail in a separate policy as this is a termination and not a variation. See *Policy – Death of a contractor*.

Relocation of premises

Dental contracts are location-dependent: the details of the location from which dental services are provided are contained in the contract. Failure to seek agreement with the AT before a change of premises could constitute a breach and possible termination of the contract or agreement.

The regulations are silent on how to deal with an application to vary a contract on the basis of a dental practice relocating. Therefore each application has to be dealt with on a case-by-case basis, taking into consideration the needs of the local population's demography, local oral needs assessment and existing access to dentistry within the AT's geographical coverage.

A list of considerations and the required paperwork is in annex 5.

It is important to ensure that any new premises are compliant with legislation and meet contractual clinical requirements such as HTM 01-05, infection control policies and the Equalities Act compliance.

24-hour retirement GDS, PDS and PDS Plus

It is possible in some instances for a contract holder to retire for 24 hours and then return to work and claim their NHS pension with no contractual implications. There are certain conditions that must be met if this is to happen and it is only possible if the contract is a partnership. If the contract held is in the name of a partnership, the contract can continue and the partner varied on and off, within regulations. For a single-hander there is no obligation for the AT to reissue a contract. However, under certain circumstances the AT can consider allowing the retirement and termination of the contract holder and then an immediate reissue of the contract to the single-handed contractor. In those circumstances the AT should consider the opportunity to negotiate the contract. An example where an area team might consider such a course of action could be where a contractor is operating in a rural location, where recruitment might be difficult and where the area team has no concerns over performance or access.

Single-handed practitioners in particular should take advice as 24-hour retirement would necessitate the termination of the contract (see Section 5 of this policy). In those circumstances, there is no guarantee that the NHS CB would commission services from that individual following termination.

This section looks at the approaches that must be taken when dealing with requests for 24-hour retirement.

The principle of the 24-hour retirement rule is that a member of the NHS pension scheme may receive retirement benefits from the scheme and return to work if two conditions are satisfied:

- retirement from NHS contract for not less than 24 hours; and
- that the retired member does not work for more than 16 hours per week in the first month after the pension becomes payable.

When the NHS CB is approached to consider a 24 hour retirement it shall firstly ensure that they strongly advise the contractor to seek his or her own independent financial advice from someone who is familiar with the NHS pension scheme and the dental profession.

ATs should advise the contractor that 24-hour retirement requires a resignation from the NHS contract for that period and that variation notices will

need to be issued first to remove the contractor from the contract (as in a variation to partners/members) and secondly to include them back onto the contract on their return.

The contractor should also be advised that he or she needs to have a written agreement with his or her partners/individual members for them to return to the contract, as without this the remaining parties are under no obligation to let the retired practitioner return.

ATs should advise any **single-handed contractors** who come under the **1995 pensions scheme** and want to take 24-hour retirement, that this would effectively terminate the contract and that the NHS CB is under no obligation to provide the retired dentist with a new contract.

Consequently, many single-handed contractors have advised of, or applied for, another member to join them in their contract before taking their 24-hour retirement to secure a contract for them to return to.

If this were the process that the contractor had chosen to follow and, in the case of PDS or PDS Plus, the NHS CB were prepared to accept the proposed changes there are a number of steps which would need to be completed in accordance with the detail provided earlier in this policy.

It would not be entirely unusual for a further request or notification of variation to follow, sometime later, usually after the month of restricted working hours, removing the new party from the agreement, thereby restoring it to its original single-handed contractor status. This would require further variations to be issued as referred to earlier in the policy, but this is not always the case.

Single-handed practitioners who come under the 2008 pensions scheme are no longer required to resign from the contract in order to receive their pension benefits and they should seek their own advice in the matter. However, the AT must ensure that it is considering any applications in accordance with the requirements of the correct scheme and advise the contractor appropriately.

Any changes to the partners within a contract will require either a new registration with CQC or an update depending on original registration status.

Contract holders who have not had cause to change their CQC registration before 4 February 2013 will need initially to cancel their original registration and apply for a new registration under their new partnership. Any contract holder registered after 4 February 2013 and those who have changed their CQC registration after this date will need only to make a change to the conditions of their registration as this will now include partnership details.

[Change of Partners CQC February 2013](#) and [Link to CQC PDF guidance](#)

Partnership (GDS) OR company limited by shares signatory (PDS)

If a notice is received by a partnership contract, the individual contractor must give the AT at least 28 days' notice of the change and state the date on which the change is to take effect. The notice must also be signed by the remaining contract signatories.

The AT must then satisfy itself of the information that it has received and then respond in writing to the contract holder stating the day the change is to take effect and issue the contract variation and schedule as contained in annex 6.

Further information on NHS pension regulations

Further information on the Pension Regulations and scheme differences can be found at the links below:

http://www.nhsbsa.nhs.uk/Pensions/Documents/Pensions/TN14_2006.pdf

<http://www.nhsbsa.nhs.uk/pensions>

Individual contract holder request for 24-hour retirement GDS and PDS/PDS Plus

If the AT receives a request from a single-handed contract holder, it should reject the request as this would automatically terminate the contract as service provision could not be delivered. The AT may wish to open discussions with the contract holder at that time about potential options.

If the contract were to terminate, the normal agreed termination route would apply as defined in The National Health Services, (General Dental Services Contracts) Regulations 2005 Schedule 3 Part 9 (64) or The National Health Service (Personal Dental Services Agreements) Regulations 2005.

The required paperwork is at annex 7

It would also be advisable to ensure that the AT had access to patient details to ensure that the practice's patients could be dispersed while the AT reviewed its options on whether it was going to tender for the contract again subject to the local oral needs assessment.

It is also advisable to negotiate with the contract holder a winding-down period during which open courses of treatment could be completed where possible: the aim being to ensure contractual targets are met.

Payments on Line requirements – applicable to all sections of the policy

On issue of any of the above contract variations, the AT are required to make the required changes on POL. Guidance with screenshots is available from:

[Payments on Line Guidance](#)

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: General contract 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 *[area team name]* on behalf of the National Health Services Commissioning Board (NHS CB).

This variation forms part of your Standard General Dental Services/Personal Dental Services *[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 the National Health Service Commissioning Board Area Team.

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

Dated: *[date]*

Signed:

Print officer's name: *[officer's name]*

On behalf of *[Area 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. 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 3: Partnership acknowledgement letter and partnership schedule

[Date]

Dear *[name]*

Contract No *[contract number]*

Partnership request

Thank you for your recent letter and notice informing us of your intention of becoming a partnership from *[date given in the notice subject to it meeting the 28-day notice period]*.

I can confirm that your request satisfies the requirements of section 28M of The NHS Act 2006 and as such we ask that you sign both copies of the enclosed partnership schedule and variation documents.

This change has meant that your contract number has changed to that of a partnership and as such you will note that you have a new contract number. You will also shortly be receiving a new practice stamp. If you transmit electronically you will need to ensure that you make the required changes on your system.

The NHS DS has been informed of these changes and has linked both your previous and new contract numbers to ensure that all contractual warranties if required by patients are met and to ensure that the financial and performance data remains linked on your contracts.

You are required to contact the NHS DS and provide it with your partnership bank account details to make sure that you continue to receive your monthly scheduled payments.

You will also notice that your contractual activity has been made pro rata for this financial year to reflect the part-year effect. This affects neither your UDA

allocation nor your scheduled payments, as the activity will be reconciled across both contracts at year-end.

If you have any questions regarding the process, please do not hesitate to contact me on the above number.

Yours sincerely

[name]

[title]

You also need to insert the contract variation [adapt the template enclosed in annex 1] making sure that you include the following amendments:

- *contract number;*
- *activity for remaining year and the full year activity from 1 April for the following year; and*
- *reference to the schedule as this will change from an individual to a partnership.*

Schedule 1 (partnership)

Part 1

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

[details]

Part 2

The contractor is a [limited] partnership under the name of *[name of partnership]* 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:

[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 |

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.

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.

Schedule 2

Signatures of the parties to the contract

Signed by

For and on behalf of the NHS CB

Signed by

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.]

Annex 4: Letter reversion from a partnership/companies limited by shares to a single-hander

[Date]

Dear [name]

Contract no [number]

Partnership/companies limited by shares *[delete as appropriate]* request to revert to a single-handed contract.

Thank you for your recent letter and notice informing us of your intention to dissolve your partnership. I note that you have nominated *[contractor's name]* to continue the contract as a single-handed contract.

I can confirm that that your request satisfies the requirements of section 28M of The NHS Act 2006 and as such we ask that you sign both copies of the enclosed schedule and variation documents.

This change has meant that your contract number has changed to that of an individual practitioner and as such you will note that you have a new contract number and will shortly be receiving a new practice stamp. If you transmit electronically you will need to ensure that you make the required changes on your system.

The NHS DS has been informed of these changes and has linked both your previous and new contract numbers to ensure that all contractual warranties if required by patients are met and to ensure that the financial and performance data remains linked.

You are required to contact the NHS DS and provide it with your revised bank account details to make sure that you continue to receive your monthly scheduled payments.

You will also notice that your contractual activity has been made pro rata for this financial year to reflect the part-year effect. This affects neither your UDA allocation nor your scheduled payments, as the activity will be reconciled across both contracts at year-end.

If you have any questions regarding the process, please do not hesitate to contact me on the above number.

Yours sincerely

[name]

[title]

You also need to insert the contract variation [adapt the template enclosed in Annex 1], making sure that you include the following amendments:

- *contract number;*
- *activity for remaining year and the full year activity from 1 April for the following year; and*
- *reference to the schedule, as this will change from partnership/companies limited by shares to individual.*

Make sure you also include two copies of the relevant schedule from the GDS/PDS (Plus) contract and the signature schedule.

Annex 5: Relocation letters

Initial letter

[Date]

Dear [name]

Contract no [number]

Relocation

Thank you for your recent letter informing us of your intention to relocate your dental premises. You will be aware that your contract is specific to the premises from which you currently practise (see clause 65 of your GDS/PDS [delete as appropriate] contract).

In order for us to further consider your request, we would ask that you provide the following information to us within four weeks where patient views have not previously been sought, but where they have please respond within two weeks of the date of this letter:

- how this would benefit your existing patients;
- patients' views;
- benefit to patients (e.g. improved access, facilities or range of services available);
- distance from current practice;
- how you would manage any displaced patients that would not wish to or could not access the new premises; and
- Equality Act compliance.

If you have any questions regarding the process, please do not hesitate to contact me on the above number.

Yours sincerely

[name]

[title]

Refusal letter

[Date]

Dear *[name]*

Contract no *[number]*

Relocation

Thank you for returning your proposal for relocation to us. On review of your proposal, the AT 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, 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]

Agreement letter

Dear *[name]*

Contract no *[number]*

Relocation

Thank you for returning your proposal for relocation to us. On review of this, the AT is pleased to inform you that we are happy to approve your request. The relocation and closure of/ opening of the additional *[delete as appropriate]*, will take place on *[date]*.

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

Yours sincerely

[name]

[title]

You will need to insert two copies of the generic contract variation in annex 1 updating clause 63. If you have a PDS Plus contract you will need to update the relevant clause.

Annex 6: 24-hour retirement partnership GDS or companies limited by shares PDS (Plus)

Dear *[name]*

Contract no *[contract number]*

Notice of 24-hour retirement

Thank you for your recent notice informing us of *[name]*'s intention to take 24-hour retirement. As this means that *[name]* has to relinquish his or her [delete as appropriate] right to a dental contract under the NHS pension rules, we accept your nomination of *[remaining provider's name]* to continue with the contract as a single-handed practitioner.

This change has meant that your contract number has changed to that of an individual practitioner and as such you will note that you have a new contract number and will shortly be receiving a new practice stamp. If you transmit electronically you will need to ensure that you make the required changes on your system.

The NHS DS has been informed of these changes and has linked both your previous and new contract numbers to ensure that all contractual warranties if required by patients are met and to ensure that the financial and performance data remains linked.

You are required to contact the NHS DS and provide it with your revised bank account details to make sure that you continue to receive your monthly scheduled payments.

You will also notice that your contractual activity has been made pro rata for this financial year to reflect the part year effect. This affects neither your UDA allocation nor your scheduled payments as the activity will be reconciled across both contracts at year-end.

If you have any questions regarding the process, please do not hesitate to contact me on the above number.

Yours sincerely

[name]

[title]

You also need to insert the contract variation (adapt the template enclosed in annex 1) making sure that you include the following amendments:

- *contract number;*
- *activity for remaining year and the full-year activity from 1 April for the following year; and*

reference to the schedule as this will change from partnership/companies limited by shares to individual

- *Make sure that you also include two copies of the relevant schedule from the GDS/PDS contract and the signature schedule.*

Annex 7: 24-hour retirement single-handed contract GDS and PDS

[Date]

Dear [name]

Contract no [number]

Notice of 24-hour retirement

Thank you for your recent notice informing us your intention to take 24-hour retirement. This means that you are required to relinquish your dental contract under the NHS pension rules. We are happy to have a conversation with you about the implications to your contract.

At this time we are required to approach this as an agreed termination as defined by GDS contract/PDS agreement *[delete as appropriate]* under Schedule 3, part 9 clause 64 (GDS)/Schedule 3, part 9 clause 62 PDS *[delete as appropriate]*.

The AT requires you to:

- prioritise the completion of or make arrangements to complete all open courses of treatment;
- When considering opening any new course of treatment during the notice period you should inform the patient before starting any course of treatment that you may not be able to complete because of the contract ending and the likelihood of this occurring. If the proposed treatment is complex Band 2 or 3 treatment and if this is not completed, the patient will need to seek treatment at a new dental practice, which will incur a cost to him or her. The patient is then able to make an informed decision regarding his or her treatment;
- signpost patients to dental practices in the area that are accepting NHS patients; or
- refer them to the AT dental helpline.

We also need to agree a mutually acceptable date for the termination of your contract/agreement *[delete as appropriate]* so I would ask that you contact me on the above telephone number to discuss this further.

On agreement of this we will provide you with a financial statement detailing any monies payable or outstanding.

The AT would like to take this opportunity to thank you for your service and commitment to NHS dentistry and wish you a happy retirement.

Yours sincerely

[name]

[title]

On receipt of an agreed date you will need to issue the termination notice in accordance with the GDS/PDS regulations: this can be found in the terminations and sanctions policy.

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