

*Standard PDS Agreements Variation Notice for participants of the Prototype Agreements
Scheme – November 2015*

STANDARD PERSONAL DENTAL SERVICES AGREEMENT VARIATION NOTICE
FOR CONTRACTORS WHO ELECT TO ENTER INTO A PROTOTYPE AGREEMENT –
NOVEMBER 2015

The text of the Standard Personal Dental Services Agreement Variation Notice - November 2015 for Contractors who elect to enter into a Prototype Agreement has been prepared by the Department of Health's Solicitors. It is prepared on the basis that the numbering adopted in the signed Prototype Agreement follows that used in the Standard Personal Dental Services Agreement of March 2006 (last revised in April 2013), and is subject to the National Health Service (Personal Dental Services Agreements) Regulations 2005, the National Health Service (Dental Services) (Prototype Agreements) Directions 2015, the Personal Dental Services Statement of Financial Entitlements 2013 and the Prototype Agreements Scheme Statement of Financial Entitlements as in force on 1st November 2015.

Dear Sir/Madam

Notice of Variation to your Personal Dental Services Agreement dated [] relating to the Prototype Agreements Scheme

You have elected to participate in the Prototype Agreements Scheme and to enter into a Prototype Agreement. We therefore give you notice under paragraph 60(2) of Schedule 3 to the National Health Service (Personal Dental Services Agreements) Regulations 2005 (S.I. 2005/3373, as amended) (“the Regulations”) 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]* until *[insert here date on which variations will cease to have effect which must be a date no later than 31st March 2018]*.

These variations are made to reflect changes arising from relevant legislation to the Standard Personal Dental Services Agreement which are to ensure compliance with the terms of the Regulations, and with other required terms arising from the National Health Service (Dental Services) (Prototype Agreements) Directions 2015 signed on 23rd September 2015.

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

Dated:

Signed:

Print name:

on behalf of [] the *Board*

WORDING OF VARIATIONS

BACKGROUND

1. Under the heading BACKGROUND, after paragraph E, there are inserted new paragraphs—

“F. The *Board* and the Contractor have elected to enter into a *Prototype Agreement* in accordance with regulation 20C of the *Regulations*.

G. The *Prototype Agreement* forms part of this Agreement and is entered into as part of the *Prototype Agreements Scheme* and in accordance with the *Prototype Directions*.”.

PART 1 – DEFINITIONS AND INTERPRETATIONS

2. In Clause 1—

(a) in the definition of “Band 1A course of treatment”, after “under”, insert “a *Prototype Agreement* or”;

(b) in the definition of “*banded course of treatment*”, after the word “means”, insert the words “subject to Clause 388,”; and

(c) at the appropriate alphabetical place, insert the following new definitions—

““Blend A *Prototype Agreement*” means a *Prototype Agreement* of that name with the Blend A remuneration model that is assigned to a group of *Prototype Agreements* to enable the evaluation of different methods of payment for services provided under *Prototype Agreements* for the purposes of the objectives of the *Prototype Agreements Scheme*,”;

““Blend B *Prototype Agreement*” means a *Prototype Agreement* of that name with the Blend B remuneration model that is assigned to a group of *Prototype Agreements* to enable the evaluation of different methods of payment for services provided under *Prototype Agreements* for the purposes of the objectives of the *Prototype Agreements Scheme*,”;

““*capitated patient*” has the meaning given in Clauses 387 and 388”;

““a Capitation and Quality Scheme Agreement” means the Agreement that formed a temporary part of a *GDS Contract*, or *PDS Agreement*, which comprised Part 5A and Part 25 of that *GDS Contract* or *PDS Agreement*, which contained agreed terms and conditions

relating to the provision of primary dental services as were required by the National Health Service (Dental Services) (Capitation and Quality Scheme Agreements) Directions 2011 (1);”

““the Capitation and Quality Scheme 2 Directions” means the National Health Service (Dental Services) (Capitation and Quality Scheme 2 Agreements) Directions 2013(2);”;

““GDS contract” means a general dental services contract within the meaning of section 100 of the 2006 Act (general dental services: introductory);”;

““foundation trainee” has the meaning given in Section 12 of the General Dental Services Statement of Financial Entitlements 2013 (glossary of terms)(3);”;

““interim care course of treatment” where it is provided under a *Prototype Agreement*, is a course of treatment for which a charge is levied under regulation 12A of *the NHS Charges Regulations* (charges in respect of primary dental services provided under a *Prototype Agreement* or a *Capitation and Quality Scheme 2 Agreement*);”;

““interim care plan” has the meaning given in direction 2 (interpretation) of *the Prototype Directions*;”;

““overall capitation and activity performance level” has the meaning given in paragraphs 4.8 and 7.8 (setting the limits for the adjustments to capitation and activity performance) of the *Prototype SFE*;”;

““PDS agreement” means a personal dental services agreement under which primary dental services are provided under section 107 of the 2006 Act (arrangements by the *Board* for the provision of primary dental services);”;

“Prototype Agreement” means a GDS contract or PDS agreement temporarily varied as part of the *Prototype Agreements Scheme*, which contains—

(a) such terms and conditions required under the *Prototype Directions*; and

(b) the terms and conditions required under the *Regulations*;”;

““Prototype Agreements Scheme” is the Scheme of that name introduced by the Secretary of State on 1st November 2015 that the Secretary of State has developed to assist in

(1) The National Health Service (Dental Services) (Capitation and Quality Scheme 2 Agreements) Directions 2011 signed on 27th of April 2011 are available on www.gov.uk.

(2) The National Health Service (Dental Services) (Capitation and Quality Scheme 2 Agreements) Directions 2013 signed on 13th March 2013 are available on www.gov.uk.

(3) The General Dental Services Statement of Financial Entitlements 2013 signed on 28th March 2013 as amended by: The Primary Dental Services Statements of Financial Entitlements (Amendment) Directions 2014 signed on 16th April 2014; and the Primary Dental Services Statement of Financial Entitlements (Amendment) Directions 2015 signed on 30th July 2015. All of the aforementioned sets of Directions are available on www.gov.uk.

continuing to promote and secure improvement in the provision of dental services in accordance with the 2006 Act;”;

““the Prototype SFE” means the Prototype Agreements Scheme Statement of Financial Entitlements(4);”

””the Prototype Directions” means the National Health Service (Dental Services) (Prototype Agreements) Directions 2015(5);” and

““the Scheme 2 SFE” means the Capitation and Quality Scheme 2 Agreements Statement of Financial Entitlements(6);”.

NEW PART 5A

3. After Clause 24, the following heading and new Clauses are inserted (or where the Contractor has held a *Capitation and Quality Scheme 2 Agreement*, are substituted) (and a change also needs to be made to the table of contents for the *Agreement*)—

“PART 5A

PROTOTYPE AGREEMENT

24A. The Contractor and the *Board* have elected to enter into a *Prototype Agreement* and sub-Clauses 24A.1 to 24A.4 apply.

24A.1 The Clauses in this *Prototype Agreement* that are specified in sub-Clause 24A.2 are temporarily varied in accordance with sub-Clauses 24A.3 and 24A.4 from [*insert date on which the Prototype Agreement commences which must be a date on or after 1st November 2015*] and for the period ending at the end of the day on [*date of termination of the Prototype Agreement, which must be no later than 31st March 2018*].

24A.2 The specified Clauses referred to in sub-clause 24A.1 are—

(a) Clause 1 (definitions and interpretation);

(4) The Prototype Agreements Scheme Statement of Financial Entitlements signed on 23rd September 2015 is available on www.gov.uk.

(5) The National Health Service (Dental Services) (Prototype Agreements) Directions 2015 signed on 23rd September 2015 are available on www.gov.uk.

(6) The Capitation and Quality Scheme 2 Statement of Financial Entitlements signed on 28th of March 2013, as amended by: the Primary Dental Services Statement of Financial Entitlements (Amendment) Directions 2014, signed on 16th of April 2014, the Capitation and Quality Scheme 2 (Amendment) Directions 2014, signed on 5th of August 2014, the Capitation and Quality Scheme 2 Statement of Financial Entitlement (Amendment) Directions 2015, signed on 25th March 2015, and the Primary Dental Services Statement of Financial Entitlements (Amendment) Directions 2015, signed on 30th of July 2015. All of the aforementioned Directions are available on www.gov.uk.

- (b) Clauses 77 to 78 (*units of dental activity* to be provided);
- (b) Clauses 79 to 86 (measurement of the *units of dental activity* to be provided);
- (c) Clauses 87 to 100 (mid-year review);
- (d) Clause 203 (patients records);
- (e) Clauses 237 to 239 (payments under the Agreement); and
- (f) Clauses 288 to 290 (variation of the Agreement: activity under the Agreement) in so far as it relates to units of dental activity).

24A.3 The Contractor and the *Board* are temporarily released from all obligations, conditions, payments, rights and liabilities relating to the Clauses specified in sub-Clause 24A.2 (and only those Clauses), including any right to enforce any of those Clauses.

24A.4 Immediately after the date of the termination of the *Prototype Agreement*—

- (a) the Clauses specified in sub-Clause 24A.2 which subsisted immediately before—
 - (i) in the case of a Contractor who held both a *Capitation and Quality Scheme Agreement* and a *Capitation and Quality Scheme 2 Agreement*, the *Capitation and Quality Scheme Agreement* commenced, or
 - (ii) in the case of a Contractor who held a *Capitation and Quality Scheme 2 Agreement* but not a *Capitation and Quality Scheme Agreement*, the *Capitation and Quality Scheme 2 Agreement* commenced; or
 - (iii) if neither paragraphs (i) nor (ii) applies, this *Prototype Agreement* commenced;

and from which the Contractor and the *Board* were temporarily released as a consequence of sub-Clause 24A.3 apply again from the day after the date of termination; and
- (b) all obligations, conditions, payments, rights and liabilities relating to the Clauses specified in sub-Clause 24A.2 are enforceable again from that day.”.

PART 8 – MANDATORY SERVICES

4. The following variations are made to Part 8.

4.1 At the beginning of Clause **77** and Clause **78** (*units of dental activity* to be provided), insert—

“Subject to Clause **78A**,”.

4.2 After Clause **78**, insert a new Clause—

“**78A**. In accordance with Clause 24A, Clauses 77 and 78 temporarily have no effect and the provisions in Part 25 apply instead.”.

4.3 After Clause **79** (under provision of units of dental activity), insert a new Clause—

“**79A**. In accordance with Clause 24A, Clauses 79 to 86 temporarily have no effect and the provisions in Part 25 apply instead.”.

4.4 At the beginning of Clause **87** (mid-year review), insert—

“Subject to Clause **87A**,”.

4.5 After Clause **87**, insert a new Clause—

“**87A**. In accordance with Clause 24A, Clauses 87 to 100 temporarily have no effect and the provisions in Part 25 apply instead.”.

PART 13 – RECORDS, INFORMATION, NOTIFICATIONS AND RIGHTS OF ENTRY

5. The following variations are made to Part 13.

5.1 At the beginning of Clause **203** (patient records), insert—

“Subject to Clause **203A**,”.

5.2 After Clause **203**, insert new Clause—

“**203A**. In accordance with Clause 24A, Clause 203 temporarily has no effect and Clause 379 applies instead.”.

PART 14 – PAYMENTS UNDER THE AGREEMENT

6. The following variation is made to Part 14.

6.1 Immediately under the sub-heading “PAYMENT UNDER THE AGREEMENT”, insert a new Clause—

“**236A.** In accordance with Clause 24A, Part 14 temporarily has no effect and Clauses 366 and 367 apply instead. All the provisions of Part 14 are therefore to be read subject to this Clause.”.

PART 22 – VARIATION AND TERMINATION OF THE AGREEMENT

7. The following variations are made to Part 22.

7.1 At the beginning of Clause **288** (variation of the Agreement: activity under the Agreement), insert—

“Subject to Clause 288A,”.

7.2 After Clause **288**, insert new Clause—

“**288A.** In accordance with Clause 24A, Clauses 288 to 290 temporarily have no effect in relation to *units of dental activity* only and Part 25 applies instead.”.

7.3 After Clause **301** (termination by the *Board*: general), insert—

“**301A.** The *Board* or the Contractor may terminate that part of the Agreement which comprises the *Prototype Agreement* but may only do so in accordance with Clauses 370 and 373 (*Board* withdrawal from the Scheme) or, as the case may be, Clause 372 (Contractor withdrawal from the Scheme).”

INSERTION OF NEW PART

8. Immediately after Clause **362** (signing of documents), there is inserted the following Part, headings, new Clauses, and then, at the end of the Agreement, the new Schedules—

“PART 25

TERMS AND CONDITIONS OF THE PROTOTYPE AGREEMENT

363.1 The Contractor and the *Board* have elected to enter into this *Prototype Agreement* and for the avoidance of doubt each of the parties warrants that it has the power to enter into this *Prototype Agreement* and the necessary approval has been obtained.

363.2 This Part of the Agreement is referred to as the *Prototype Agreement*.

DURATION OF THE PROTOTYPE AGREEMENT

364. This Part shall subsist until [*insert date*] or until it is terminated in accordance with the terms of this *Prototype Agreement*, or the general law.

ORTHODONTIC ACTIVITY (7)

365. The Contractor and the *Board* agree that payment for any *orthodontic services* provided under the Agreement, as determined in accordance with Section 2 of the Personal Dental Services Statement of Financial Entitlements 2013 **(8)** (“PDS SFE 2013”) as an annual value but payable on the basis of monthly values, is to be made promptly and in accordance with the requirements of that Statement, subject to the rights the *Board* has to set off other amounts against any amount payable. The agreed annual value of the *orthodontic services* provided under the Agreement, as at the date the *Prototype Agreement* comes into force, is [] for [] *units of orthodontic activity*.

STANDARD PAYMENTS

366. The *Board* must—

366.1. make the payments that are payable to the Contractor in respect of services provided under the *Prototype Agreement*, these being the payments that the Contractor is entitled to under *the Prototype SFE (9)*, promptly; and

366.2. make these payments in accordance with the terms and conditions of *this Prototype Agreement* which apply to [*delete as appropriate*]—

[*Blend A Prototype Agreements* (where Sections 2 to 4 of *the Prototype SFE*, and Schedule 1A of the *Prototype Agreement* applies),]

[*Blend B Prototype Agreements* (where Sections 5 to 7 of *the Prototype SFE* and Schedule 1B of the *Prototype Agreement* applies),]

and in accordance with the applicable Schedules to this *PDS Agreement*.

(7) This Clause is only required where *orthodontic services* have been provided under the *Prototype Agreement* immediately before the commencement of Part 5. If no such services have been provided, Clause 365 is not required.

(10) The Personal Dental Services Statement of Financial Entitlements 2013, signed on 28th March 2013, as amended by: the Primary Dental Services Statement of Financial Entitlements (Amendment) Directions 2014, signed on 16th April 2014 and the Primary Dental Services Statement of Financial Entitlements (Amendment) Directions 2015, signed on 30th July 2015. All of the aforementioned Directions are available on www.gov.uk.

(9) The *Prototype Agreements Statement of Financial Entitlements* signed on 23rd September 2015 is available on www.gov.uk.

367. Clause **366** is subject to any right the *Board* has to set off against an amount payable to the Contractor an amount that—

367.1 is owed by the Contractor to the *Board* under this *Prototype Agreement*;

367.2 has been paid to the Contractor owing to an error or in circumstances when it was not due;

367.3 may be withheld in accordance with the terms of this *Prototype Agreement*, the *Prototype Directions* and the *Prototype SFE*; or

367.4 may be recovered and withheld where payment is owed by the Contractor under a *Capitation and Quality Scheme 2 Agreement* pursuant to direction 9 of the *Capitation and Quality Scheme 2 Directions*.

VARIATION OF THE *PROTOTYPE AGREEMENT*

368. Subject to Clauses **389** to **391** the *Board* must not vary the terms and conditions of this *Prototype Agreement* without the approval of the *Secretary of State*.

369. The *Board* may vary the terms and conditions of this *Prototype Agreement* without the Contractor's consent but only to the extent that it is necessary to vary this *Prototype Agreement* so as to comply with the *2006 Act*, any regulations made pursuant to that Act or any directions given by the *Secretary of State* pursuant to that Act.

TERMINATION OF THE *PROTOTYPE AGREEMENT*

370. The *Board* must—

370.1 before giving notice of its intention to withdraw from a *Prototype Agreement* in accordance with sub-clause **370.2**, discuss its intention to do so with the Secretary of State; and

370.2 give a period of not less than 3 months notice to the Secretary of State and the Contractor of any intention to withdraw from this *Prototype Agreement*.

371. Subject to Clauses **375** to **377** the *Board* must make suitable provision for arrangements on termination of this *Prototype Agreement*.

372. The Contractor may withdraw from this *Prototype Agreement* but must give a period of not less than 3 months notice to the *Board* and *the Secretary of State* of any intention to do so.

373. The *Board* may, in particular, consider withdrawal from a *Prototype Agreement* in the circumstances set out in Clause **374**.

374. The circumstances referred to in Clause **373** are—

374.1 where, in the view of the *Board*, there has been a significant reduction in average weekly time given to appointments in which an element of NHS care is delivered and reported to the NHS Business Services Authority during the financial year;

374.2 where a contractor's overall capitation and activity performance level is less than 90% at the end of the financial year, or where, during the financial year, it is forecast by the NHS Business Services Authority to be likely to be less than 90% at the end of the financial year;

374.3 where, in the view of the *Board*, there has been a significant failure to return the information required under direction 13 of the *Prototype Directions*, or any other information required by the *Board* for the purposes of evaluating and managing the *Prototype Agreement*, or in the view of the *Board*, a significant number of late returns of such information;

374.4 where the Contractor has not continued to provide services under the *Prototype Agreement* to *capitated* patients for the duration of the *Prototype Agreement* as required under direction 15 of the *Prototype Directions*;

374.5 where a breach notice has been issued to the contractor in accordance with paragraph 71 of Schedule 3 to *the Regulations*.

PROVISIONS RELATING TO CESSATION OF THE PROTOTYPE AGREEMENT SCHEME AND TERMINATION OF THE PROTOTYPE AGREEMENT

375. The *Board* must co-operate with the Contractor and take the necessary steps that are reasonably required to ensure that the Contractor may—

375.1 on the cessation of the *Prototype Agreements Scheme*; or
375.2 on termination of this *Prototype Agreement* in accordance with Clauses **370** to **374**,

and subject to Clause **376**, continue to provide primary dental services in accordance with this Agreement, other than Part 25.

376. Notwithstanding Clause **375**, the *Board*, on cessation of the *Prototype Agreements Scheme* or termination of this *Prototype Agreement*, must co-operate with the Contractor to ensure that this Agreement, other than Part 25, continues to comply with *the 2006 Act*, any regulations made pursuant to that Act or any directions given by *the Secretary of State* pursuant to that Act.

377. The Clauses in this Part do not override any obligations, rights, liabilities and duties which arise as a consequence of the terms and conditions of service required under *the Regulations* except where expressly varied for the purposes of the *Prototype Agreements Scheme*.

PATIENT INFORMATION LEAFLET

378. The Contractor must display in a prominent position in its practice, in a part to which patients have access, the “NHS Dental Prototype Agreements – Patient Information” leaflet published by the Department of Health⁽¹⁰⁾, and must ensure that copies of this leaflet are made available to patients visiting the practice.

RECORDS AND INFORMATION

379. The Contractor must keep the *patient record* in electronic form.

379. The Contractor must—

379.1 send to the *Board* details of any dental services provided privately to patients receiving services at the Contractor’s practice whether or not they are associated with services that are provided under this *Prototype Agreement*;
and

(10) “NHS Dental *Prototype Agreements* – Patient Information” is available on www.gov.uk.

379.2 provide all patients attending the Contractor’s practice with a privacy notice in the form approved by the *Board* notifying them of the obligation referred to in Clause **379.1.(11)**

380. The Contractor must to the *Board*, or at the request of the *Board* to a person authorised in writing by the *Board*, provide in electronic form—

380.1 costs of any appliances supplied or otherwise provided to patients receiving services under this *Prototype Agreement*; and

380.2 details relating to laboratory costs associated with services provided under this *Prototype Agreement*.

381. The Contractor must send to the Board the data required under the document entitled “Dental Quality and Outcomes Framework” published by the Department of Health **(12)**.

PROVISION OF SERVICES

382. To enable *the Secretary of State* to evaluate the *Prototype Agreement Scheme*, if the Contractor commences to provide services to a patient under the *Prototype Agreements Scheme*, the Contractor commits to continuing to provide such services to that patient for the duration of this *Prototype Agreement*.

BREACH

383. Breach of any Clause of, or Schedule to, Part 25, or any of the provisions in the *Prototype Directions* by the *Board* or the Contractor may lead to termination of this *Prototype Agreement*.

INTERIM CARE COURSE OF TREATMENT

384. The Contractor must provide—

384.1 an *interim care course of treatment* as a new course of treatment in the context of regulation 12A of the *NHS Charges Regulations*, and

384.2 all of the services proposed for a patient, and agreed with that patient, in the *interim care plan* proposed for that patient, to that patient in accordance with this *Prototype Agreement*.

(11) The text of the privacy notice to be provided to patients is available on www.gov.uk.

(12) The Dental Quality and Outcomes Framework is available on www.gov.uk.

TRANSITIONAL PROVISION RELATING TO CONTINUITY OF CARE

385. This Clause applies —

385.1 following the termination of a *Capitation and Quality Scheme 2 Agreement* on [insert date], and

385.2 where the Contractor has held a *Capitation and Quality Scheme 2 Agreement* on or before that date and then enters into a *Prototype Agreement* .

386. If Clause **385** applies, the Contractor must continue to provide any treatment provided to a patient under the *Capitation and Quality Scheme 2 Agreement* under the *Prototype Agreement*.

CAPITATED PATIENTS

387. On any day (the relevant day) a patient is a *capitated* patient if that patient has been provided with a *banded course of treatment* by the Contractor within a period of three years immediately preceding that day, provided that—

387.1 *the banded course of treatment* has not been provided by a *foundation trainee*;

387.2 the patient has not been referred to the Contractor for the *banded course for treatment* by another primary dental services contractor; and

387.3 the patient was not subsequently provided with a *banded course of treatment* before the relevant day by another primary dental services contractor, apart from where a patient was referred to that other contractor by the Contractor for that *banded course of treatment*.

388. For the purposes of Clause **387** a *banded course of treatment* does not include an *urgent course of treatment*.

CAPITATION AND ACTIVITY PERFORMANCE

389. This Clause applies to the overall capitation and activity performance level (as provided for in the *Prototype SFE*, which the Contractor is expected to achieve under the *Prototype Agreement* by the end of the financial year.

390. Where there is underperformance by the Contractor that amounts to 4% or less (as calculated in accordance with paragraphs 4.8(a) and 7.8(a) of the *Prototype SFE*) of the level referred to in Clause **389**, the *Board*—

390.1 must not take any action for breach of the *Prototype Agreement* (including termination of the *Prototype Agreement*); and

390.2 may carry this amount over into the *Prototype Agreement* for the following financial year.

391. Where there has been over-performance by the Contractor of 2% or less (as calculated in accordance with paragraphs 4.8(b) and 7.8(b) of the *Prototype SFE*), the *Board* may—

391.1 carry over the amount into the following financial year; or

392.2 pay the Contractor an additional payment for the additional services provided.

PROVISION OF SERVICES: UNITS OF DENTAL ACTIVITY WHERE A CONTRACTOR HAS ELECTED TO ENTER INTO A PROTOTYPE AGREEMENT

392. Where a contractor holding a *Blend A Prototype Agreement* provides a *banded course of treatment*, the Contractor provides the number of units of dental activity specified in the appropriate row of Table A.

393. Where a Contractor holding a *Blend B Prototype Agreement* provides a *banded course of treatment*, the Contractor provides the number of units of dental activity specified in the appropriate row of Table B.

394. Where a *banded course of treatment* is commenced under a *Prototype Agreement* but not completed for whatever reason, the appropriate number of units of dental activity provided must be calculated on the basis of the components of the *course of treatment* which has been—

394.1 completed, and

394.2 commenced but not completed.

395. 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—

395.1 the Contractor; and

395.2 the other provider of primary dental services, if that provider is also a contractor,

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.

396. Where the Contractor provides a *charge exempt course of treatment*, the Contractor provides the number of units of dental activity specified in the appropriate row of Table C.

Table A

Units of dental activity provided under the Prototype Agreement in respect of banded courses of treatment (where the contractor holds a Blend A Prototype Agreement)

Type of treatment	Units of dental activity provided
<i>Band 1 course of treatment</i> (excluding urgent treatment)	0.0
<i>Band 1 course of treatment</i> (urgent treatment) where the patient is a <i>capitated patient</i> of the practice	0.0
<i>Band 1 course of treatment</i> (urgent treatment) where the patient is not a <i>capitated patient</i> of the practice	1.2
<i>Band 2 course of treatment</i>	2.0
<i>Band 2 course of treatment</i> where a patient is referred for <i>advanced mandatory services</i> by another provider	3.0
<i>Band 3 course of treatment</i>	11.0
<i>Band 3 course of treatment</i> where a patient is referred for <i>advanced mandatory services</i> by another provider	12.0

Table B

Units of dental activity provided under the Prototype Agreement in respect of banded courses of treatment (where the contractor holds a Blend B Prototype Agreement)

Type of treatment	Units of dental activity provided
<i>Band 1 course of treatment</i> (excluding urgent treatment)	0.0
<i>Band 1 course of treatment</i> (urgent treatment) where the patient is a <i>capitated patient</i> of the practice	0.0
<i>Band 1 course of treatment</i> (urgent treatment) where the patient is not a <i>capitated patient</i> of the practice	1.2
<i>Band 2 course of treatment</i>	0.0
<i>Band 2 course of treatment</i> where a patient is referred for <i>advanced mandatory services</i> by another provider	3.0
<i>Band 3 course of treatment</i>	9.0
<i>Band 3 course of treatment</i> where a patient is referred for <i>advanced mandatory services</i> by another provider	12.0

Table C

Units of Dental Activity provided under the Prototype Agreement in respect of charge exempt courses of treatment

Type of charge exempt course of treatment	Units of dental activity provided
Issue of a prescription	0.0
Repair of a <i>dental appliance</i> (denture) where the patient is a <i>capitated patient</i> of the practice	0.0

Repair of a <i>dental appliance</i> (denture) where the patient is not a <i>capitated patient</i> of the practice	1.0
Repair of a <i>dental appliance</i> (bridge) where the patient is a <i>capitated patient</i> of the practice	0.0
Repair of a <i>dental appliance</i> (bridge) where the patient is not a <i>capitated patient</i> of the practice	1.2
Removal of sutures where a patient is a <i>capitated patient</i> of the practice	0.0
Removal of sutures where a patient is not a <i>capitated patient</i> of the practice	1.0
Arrest of bleeding where the patient is a <i>capitated patient</i> of the practice	0.0
Arrest of bleeding where the patient is not a <i>capitated patient</i> of the practice	1.2

VARIATION OF CAPITATION AND DENTAL ACTIVITY

397. Where the Contractor or the *Board* is of the opinion that there needs to be a variation to the number of —

397.1 units of dental activity to be provided under the *Prototype Agreement*;
or

397.2 *capitated* patients to whom the Contractor is expected to have provided primary dental services by the end of the financial year,

Clauses **398** and **399** apply.

398. The Contractor or the *Board* must notify the other party to the *Prototype Agreement* in writing of its opinion of the need for a variation, specifying in that notice the variation that it considers necessary, together with its reasons.

399. Following service of the notice referred to in Clause **398**, both parties must use their best endeavour to communicate and co-operate with each other with a view to determining what (if any) variation should be made to the number of—

399.1 units of dental activity; or

399.2 *capitated* patients to whom the Contractor is expected to have provided primary dental services by the end of the financial year,

and any related variations to the *Prototype Agreement*, including to the monies to be paid to the Contractor under the *Prototype Agreement*, and must where appropriate effect the variation in accordance with Clauses **286** and **287**.

PROTOTYPE AGREEMENT BLEND

400. The *Board* and the Contractor agree that this *Prototype Agreement* is a [*Blend A Prototype Agreement* to which Schedule 1A applies] or [a *Blend B Prototype Agreement* to which Schedule 1B applies] [*To be deleted as appropriate by the parties*]

SCHEDULE 1A

Blend A Prototype Agreements – Values and Services

BLEND A PROTOTYPE AGREEMENTS

1. The parties agree that this *Prototype Agreement* is a *Blend A Prototype Agreement* (where this Schedule and Sections 2 to 4 of *the Prototype SFE*, apply)(13) .
2. The values and services for this *Prototype Agreement* are set out in the Tables A and B, and the other paragraphs below.
3. Although included in Table A the primary dental services provided under this *Prototype Agreement* do not include *orthodontic services* provided under regulation 14 of *the Regulations*.

TABLES AND VALUES FOR THE PURPOSES OF PAYMENTS UNDER THE PROTOTYPE SFE

4. The *Board* and the Contractor agree that the *Prototype Agreement* values set out in Table A and the services set out in Table B will apply to this *Prototype Agreement*.

[Values for the services to be provided under this Prototype Agreement should be inserted into Tables A and B. These tables should be amended and rows added or removed as necessary to reflect the values and services agreed by the Contractor and the Board.]

TABLE A – VALUES FOR THE PURPOSES OF PAYMENTS FOR THIS BLEND A PROTOTYPE AGREEMENT

<i>SFE</i>	<i>Explanation</i>	<i>Value (£)</i>	<i>Units</i>
<i>Negotiated Annual Prototype Value – (NAPV)</i>	<i>Total value of Prototype SFE and any PDS SFE 2013 payments, including payments for orthodontic activity, specified services,</i>		<i>n/a</i>

(13) The *Board* and the Contractor must agree the Blend of *Prototype Agreement* for the purposes of calculations of payments in accordance with *the Prototype SFE*. The paragraphs not applicable must be deleted.

	<i>seniority, foundation training, special leave and rates reimbursement payments</i>		
<i>Negotiated Annual Prototype Value – Blend A (NAPVA)</i>	<i>Total value of annual Prototype SFE and PDS SFE 2013 payments, including payments for orthodontic activity, specified services, seniority, foundation training, special leave and rates reimbursement payments for the Blend A Prototype Agreement</i>		<i>n/a</i>
<i>Actual Annual Prototype Value – (AAPV)</i>	<i>Total value of annual payments after deduction from NAPV of payments for orthodontic activity, specified services, seniority, foundation training, special leave and rates reimbursement</i>		<i>n/a</i>
<i>Actual Annual Prototype Value – Blend A (AAPVA)</i>	<i>Total value of annual payments after deduction from NAPV of payments for orthodontic activity, specified services, seniority, foundation training, special leave and rates reimbursement for the Blend A Prototype Agreement</i>		<i>n/a</i>
<i>Payments for orthodontic activity under the PDS SFE 2013</i>	<i>Payments for orthodontic activity that is to be paid for separately under the PDS SFE 2013 (See Clause 365)</i>		<i>X UOAs</i>
<i>Annual Specified Services Payment (ASSP)</i>	<i>Total payment for all specified services (see Table B)</i>		<i>n/a</i>
<i>Pro-rated Actual Annual Prototype Value-Blend A (PAAPVA)</i>	<i>Pro-rated AAPVA for the Blend A Prototype Agreement</i>		<i>n/a</i>

<i>Pro-rated Actual Annual Prototype Value – Blend A – Activity Element (PAAPVA-A)</i>	<i>Activity element of Pro-rated AAPVA agreement value for the Blend A Prototype Agreement</i>		<i>n/a</i>
<i>Pro-rated Actual Annual Prototype Value – Blend A –Capitation Element (PAAPVA-C)</i>	<i>Capitation element of Pro-rated AAPVA agreement value for the Blend A Prototype Agreement</i>		<i>n/a</i>
<i>Expected Minimum Activity (EMA)</i>	<i>Expected minimum level of units of dental activity to be delivered by the end of the financial year</i>	<i>n/a</i>	<i>X UDAs</i>
<i>Contractor’s Expected Capitated Population (CECP)</i>	<i>Expected number of capitated patients to whom services will have been provided by the end of the financial year</i>	<i>n/a</i>	
<i>Activity and Capitation Performance Tolerance (ACPT)</i>	<i>Limit on the degree to which performance in terms of capitation can differ from performance in terms of activity</i>	<i>n/a</i>	<i>n/a</i>
<i>Contract Value Carried Forward – Previous Year (CVCF(Y-1))</i>	<i>Contract value carried forward from previous year (NB – adjusted for Secretary of State uplift determined for the current financial year</i>		<i>n/a</i>

TABLE B – SERVICES TO BE PROVIDED UNDER THIS BLEND A PROTOTYPE AGREEMENT

<i>Specified services</i>		
<i>Activity</i>	<i>Value (£)</i>	<i>Units</i>
<i>Domiciliary services</i>		
<i>Sedation services</i>		

<i>Advanced mandatory services</i>		
<i>Access services</i>		
<i>Out of hours unscheduled care services</i>		
<i>[Other]</i>		
<i>[Other]</i>		
Total		<i>n/a</i>

STAYED UNITS OF DENTAL ACTIVITY

5. The *Board* and the Contractor agree that the number of *units of dental activity* that are temporarily stayed for the duration of this *Prototype Agreement* is [*insert number of units of dental activity*].

PAYMENT ADJUSTMENT FOR PERFORMANCE AGAINST THE DENTAL QUALITY OUTCOMES FRAMEWORK

[NB – This section is only applicable for Blend A Prototype Agreements where the Contractor holds more than one Prototype Agreement that is included in the Prototype Agreement Scheme with the Board]

6. For the purpose of calculating payment adjustments for performance against the Dental Quality and Outcomes Framework, the *Board* and the Contractor agree that this *Prototype Agreement* will be combined with the following *Prototype Agreements*:

[Contract number *insert*]

[Contract number *insert*]

NHS COMMITMENT

7. The Contractor and the *Board* agree that the baseline average weekly time given to appointments in which an element of NHS dental care is delivered and reported to the NHS BSA in the remainder of the financial year is [*insert hours*].

HISTORICAL CAPITATED POPULATION NUMBER

8. The Contractor and the *Board* agree that the historical *capitated* population number baseline level that will apply to this *Prototype Agreement* is [*insert*].

SCHEDULE 1B

Blend B Prototype Agreements – Values and Services

BLEND B PROTOTYPE AGREEMENTS

1. This *Prototype Agreement* is a *Blend B Prototype Agreement* where this Schedule and Sections 5 to 7 of the *Prototype SFE* apply.(14).

2. The values and services for this *Prototype Agreement* are set out in Tables A and B below.

3 Although included in Table A the primary dental services provided under this *Prototype Agreement* do not include *orthodontic services* provided under regulation 14 of the *Regulations*.

TABLES AND VALUES FOR THE PURPOSES OF PAYMENTS UNDER THE PROTOTYPE SFE

4. The *Board* and the Contractor agree that the *Prototype Agreement* values set out in Table A and the services set out in Table B will apply to this *Prototype Agreement*.

[Values for the services to be provided under this Prototype Agreement should be inserted into Tables A and B. These tables should be amended and rows added or removed as necessary to reflect the values and services agreed by the Contractor and the Board.]

TABLE A – VALUES FOR THE PURPOSES OF PAYMENTS FOR THIS BLEND B PROTOTYPE AGREEMENT

<i>SFE</i>	<i>Explanation</i>	<i>Value (£)</i>	<i>Units</i>
<i>Negotiated Annual Prototype Value – (NAPV)</i>	<i>Total value of Prototype SFE and any PDS SFE 2013 payments, including payments for orthodontic activity, specified services, seniority, foundation training, special leave and rates reimbursement</i>		<i>n/a</i>

(14) The Schedule *not applicable* must be deleted.

	<i>payments</i>		
<i>Negotiated Annual Prototype Value – Blend B (NAPVB)</i>	<i>Total value of annual Prototype SFE and PDS SFE 2013 payments, including payments for orthodontic activity, specified services, seniority, foundation training, special leave and rates reimbursement payments for the Blend B Prototype Agreement</i>		<i>n/a</i>
<i>Actual Annual Prototype Value – (AAPV)</i>	<i>Total value of annual payments after deduction from NAPV of payments for orthodontic activity, specified services, seniority, foundation training, special leave and rates reimbursement</i>		<i>n/a</i>
<i>Actual Annual Prototype Value – Blend B (AAPVB)</i>	<i>Total value of annual payments after deduction from NAPV of payments for orthodontic activity, specified services, seniority, foundation training, special leave and rates reimbursement for the Blend B Prototype Agreement</i>		<i>n/a</i>
<i>Payments for orthodontic activity under the PDS SFE 2013</i>	<i>Payments for orthodontic activity that is to be paid for separately under the PDS SFE 2013 (See Clause 365)</i>		<i>X UOAs</i>
<i>Annual Specified Services Payment (ASSP)</i>	<i>Total payment for all specified services (see Table B)</i>		<i>n/a</i>
<i>Pro-rated Actual Annual Prototype Value-Blend B (PAAPVB)</i>	<i>Pro-rated AAPVA for the Blend B Prototype Agreement</i>		<i>n/a</i>
<i>Pro-rated Actual Annual Prototype Value – Blend B – Activity Element</i>	<i>Activity element of Pro-rated AAPVA Prototype</i>		<i>n/a</i>

<i>(PAAPVB-A)</i>	<i>Agreement value for the Blend B Prototype Agreement</i>		
<i>Pro-rated Actual Annual Prototype Value – Blend B –Capitation Element</i> <i>(PAAPVB-C)</i>	<i>Capitation element of Pro-rated AAPVA Prototype Agreement value for the Blend B Prototype Agreement</i>		<i>n/a</i>
<i>Expected Minimum Activity (EMA)</i>	<i>Expected minimum level of units of dental activity to be delivered by the end of the financial year</i>	<i>n/a</i>	<i>X UDAs</i>
<i>Contractor’s Expected Capitated Population</i> <i>(CECP)</i>	<i>Expected number of capitated patients to whom services will have been provided by the end of the financial year</i>	<i>n/a</i>	
<i>Activity and Capitation Performance Tolerance</i> <i>(ACPT)</i>	<i>Limit on the degree to which performance in terms of capitation can differ from performance in terms of activity</i>	<i>n/a</i>	<i>n/a</i>
<i>Contract Value Carried Forward – Previous Year</i> <i>(CVCF(Y-1))</i>	<i>Contract value carried forward from previous year (NB – adjusted for Secretary of State uplift determined for the current financial year)</i>		<i>n/a</i>

TABLE B – SERVICES TO BE PROVIDED UNDER THIS BLEND B PROTOTYPE AGREEMENT

<i>Specified services</i>		
<i>Activity</i>	<i>Value (£)</i>	<i>Units</i>
<i>Domiciliary services</i>		
<i>Sedation services</i>		
<i>Advanced mandatory services</i>		

<i>Access services</i>		
<i>Out of hours unscheduled care services</i>		
<i>[Other]</i>		
<i>[Other]</i>		
<i>Total</i>		<i>n/a</i>

STAYED UNITS OF DENTAL ACTIVITY

5. The *Board* and the Contractor agree that the number of *units of dental activity* that are temporarily stayed for the duration of this *Prototype Agreement* is *[insert number of units of dental activity]*.

PAYMENT ADJUSTMENT FOR PERFORMANCE AGAINST THE DENTAL QUALITY OUTCOMES FRAMEWORK

[NB – This section is only applicable for Blend B Prototype Agreements where the Contractor holds more than one Prototype Agreement that is included in the Prototype Agreements Scheme with the Board]

6. For the purpose of calculating payment adjustments for performance against the Dental Quality and Outcomes Framework, the *Board* and the Contractor agree that this *Prototype Agreement* will be combined with the following *Prototype Agreements*:

[Contract number insert]

[Contract number insert]

NHS COMMITMENT

7. The Contractor and the *Board* agree that the baseline average weekly time to be given to appointments in which an element of NHS dental care is delivered and reported to the NHS BSA for the remainder of the financial year is *[insert hours]*.

HISTORICAL CAPITATED POPULATION NUMBER

8. The Contractor and the *Board* agree that the historical *capitated* population number baseline level that will apply to this *Prototype Agreement* is *[insert]*.

I/We [] acknowledge receipt of the notice of variation dated [] of which the above is a duplicate. I/We acknowledge that this notice will take effect from [].

Date:

Signed:

Print name:

[on behalf of]: