

STANDARD PERSONAL DENTAL SERVICES AGREEMENT VARIATION NOTICE
FOR CONTRACTORS WHO ELECT TO ENTER INTO A CAPITATION AND QUALITY
SCHEME AGREEMENT – JUNE 2011

The text of the Standard Personal Dental Services Variation Notice June 2011 has been prepared by the Department of Health's Solicitors. It is prepared on the basis that the numbering adopted in the signed Agreement follows that used in the Standard Personal Dental Services Agreement of March 2006 (as revised).

Dear Sir/Madam

Notice of Variation to your Personal Dental Services Agreement dated [] relating to the Capitation and Quality Scheme

You have elected to participate in the Capitation and Quality Scheme and to enter into a Capitation and Quality Scheme 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. 2005/3361, 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 2013]*.

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) (Capitation and Quality Scheme Agreements) Directions 2011 signed on 27th of April 2011(1).

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

Dated:

Signed:

on behalf of [] PCT

Print name:

(1) The National Health Service (Dental Services) (Capitation and Quality Scheme Agreements) Directions 2011 signed on 27th April 2011 published on the Department of Health website www.dh.gov.uk.

WORDING OF VARIATIONS

TITLE : STANDARD CLAUSES FOR A PERSONAL DENTAL SERVICES AGREEMENT WHERE THE PRIMARY CARE TRUST IS NOT PROVIDING SERVICES UNDER THE AGREEMENT

1. Under the title insert “(LAST REVISED: JUNE 2011)”.

BACKGROUND

2. Under the heading BACKGROUND, after paragraph D, there is inserted new paragraphs—

“E. The PCT and the Contractor have elected to enter into a Capitation and Quality Scheme Agreement in accordance with regulation 20A of the Regulations.

F. The Capitation and Quality Scheme Agreement forms part of this Agreement and is entered into as part of that Scheme and in accordance with the Capitation and Quality Scheme Directions.”.

PART 1 – DEFINITIONS AND INTERPRETATIONS

3. In Clause 1, at the appropriate alphabetical place, the following new definitions are inserted—

““the 2006 Act” means the National Health Service Act 2006;” (to be inserted before the definition of “the Act”);

““a Capitation and Quality Scheme Agreement” means the temporary part of this Agreement which comprises Part 5A and Part 25, which contain agreed terms and conditions relating to the provision of primary dental services as are required by the Capitation and Quality Scheme Directions;”;

““Capitation and Quality Scheme” means the scheme of that name that the Secretary of State has developed to assist in continuing to promote and secure improvement in the provision of dental services in accordance with the 2006 Act;”;

““the Capitation and Quality Scheme Directions” means the National Health Service (Dental Services)(Capitation and Quality Scheme Agreements) Directions 2011(2);”;

““the Scheme SFE” means the Capitation and Quality Scheme Agreements Statement of Financial Entitlements(3);”.

NEW PART 5A

4. After **Clause 24**, the following heading and new clauses are inserted (and a change also needs to be made to the table of contents for the Agreement)—

(2) The National Health Service (Dental Services) (Capitation and Quality Scheme Agreements) Directions 2011 signed on 27 April 2011 published by the Department of Health website www.dh.gov.uk.

(3) The Capitation and Quality Scheme Agreements Statement of Financial Entitlements signed on 24th May 2011 and published on the Department of Health website www.dh.gov.uk.

“PART 5A

CAPITATION AND QUALITY SCHEME AGREEMENT

24A. The Contractor and the Primary Care Trust have elected to enter into a *Capitation and Quality Scheme Agreement* and sub-clauses 24A.1 to 24A.4 apply.

24A.1 The Clauses in this Agreement that are specified in sub-clause 24A.2 are temporarily varied in accordance with sub-clauses 24A.3 and 24A.4 from the start of the day on [*insert date on which the Capitation and Quality Scheme Agreement commences*] and for the period ending at the end of the day on [*date of termination of the Capitation and Quality Scheme Agreement, which must be no later than 31st March 2013*].

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

- (a) Clause 1 (definitions and interpretation);
- (b) Clauses 77 and 78 (*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 and sub-clauses 288.1 and 290.1(4) (variation of the Agreement: activity under the Agreement, relating to units of dental activity).

24A.3 The Contractor and the PCT 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 *Capitation and Quality Scheme Agreement*—

- (a) the Clauses specified in sub-clause 24A.2 which subsisted immediately before the *Capitation and Quality Scheme Agreement* commenced and from which the Contractor and the PCT 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 6 - PATIENTS

5. Omit **Clause 28.1** (persons to whom mandatory or additional services may be provided) and substitute—

“**28.1** a person’s age, sex (reassigned or otherwise), religion or belief, sexual orientation, race, cultural and linguistic background, any disability they may have, or medical or dental condition; or”.

(4) The version on the Department of Health’s website has incorrectly numbered this paragraph as 298.1. PCTs should check to see if they have corrected this error and if not, take this opportunity to do so.

PART 8 – MANDATORY SERVICES

6. The following variations are made to Part 8.

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

“Subject to Clause 78A,”.

6.2 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.”.

6.3 At the beginning of **Clause 87** (Mid-year review), insert—

“Subject to Clause 87A,”.

6.4 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

7. The following variations are made to Part 13.

7.1 At the beginning of **Clause 203** (patients records), insert—

“Subject to Clause 203A,”.

7.2 After **Clause 203**, insert new clause—

“**203A.** In accordance with Clause 24A, Clause 203 temporarily has no effect and Clause 378 applies instead.”.

7.3 In **Clause 209.1** (patient information), after “Schedule 3 to” insert “, and the additional information required in accordance with Clause 377 of,”.

PART 14 – PAYMENTS UNDER THE AGREEMENT

8. The following variation is made to Part 14.

8.1 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

9. The following variations are made to Part 22.

9.1 At the beginning of **Clause 288** and **Clause 290** (variation of the contract: activity under the Agreement) insert “Subject to clause 290A,”.

9.2 After **Clause 290**, insert a new **Clause 290A**—

“**290A.** In accordance with **Clause 24A**, paragraphs 288.1 and 290.1 temporarily have no effect in relation to the units of dental activity only and Part 25 applies instead.”.

9.3 In **Clause 292** (termination on the death of an individual)—

9.3.1 at each place “seven days” occurs, substitute “28 days”, and

9.3.2 in **Clause 292.1** substitute “not exceeding 3 months” with “not exceeding 6 months”(5).

10. After **Clause 301** (termination by the PCT: general), insert—

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

INSERTION OF NEW PART

11. Immediately after **Clause 362** (signing of documents), there is inserted the following Part—

“PART 25

TERMS AND CONDITIONS OF THE CAPITATION AND QUALITY SCHEME AGREEMENT

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

363.2 This Part of the Agreement is referred to as the *Capitation and Quality Scheme Agreement*.

DURATION OF THE CAPITATION AND QUALITY SCHEME AGREEMENT

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

ORTHODONTIC ACTIVITY(6)

365. The Contractor and the PCT 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(7) (“PDS SFE”) as an

(5) The Department of Health is intending to amend paragraph 65(2) of the Regulations (termination on the death of an individual dental practitioner) as a consequence of amendments made to this paragraph by S.I. 2011/1182 which provides that a personal dental services agreement should continue for a further period not exceeding 6 months after the death of a contractor. The Department of Health is considering amending the 3 month period provided for in sub-paragraph (2) also for a period not exceeding 6 months. PCTs may wish to consider extending any PDS agreements in circumstances where this sub-paragraph applies pending this amendment.

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

(7) Personal Dental Services Statement of Financial Entitlementment signed on 31st March 2009 published on the Department of Health website www.dh.gov.uk Gateway number 11583, as amended by the Personal Dental Services Statement of Financial Entitlementments (Amendment) Directions 2010 signed on 8th April 2010 published on the Department of Health website www.dh.gov.uk Gateway number 13872, and the General Dental Services Statement of Financial Entitlementments and the Personal Dental Services Statement of Financial Entitlementments (Amendment) Directions 2011 published on the Department of Health website www.dh.gov.uk.

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 PCT 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 *Capitation and Quality Scheme Agreement* comes into force, is [] for [] units of orthodontic activity.

STANDARD PAYMENTS

366. The PCT must—

366.1. make the payments that are payable to the Contractor in respect of services provided under the *Capitation and Quality Scheme Agreement*, these being the payments that the Contractor is entitled to under *the Scheme SFE*(8), promptly; and

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

Type 1 Agreements (where paragraphs A5 to A8 of Appendix A of the Dental Quality and Outcomes Framework apply) or Type 1* Agreements (where paragraphs A5 to A8 of Appendix A of the Dental Quality and Outcomes Framework do not apply),

Type 2 Agreements (where paragraphs A5 to A8 of Appendix A, and paragraphs B1 and B2 of Appendix B of the Dental Quality and Outcomes Framework apply) or Type 2* Agreements (where paragraphs A5 to A8 of Appendix A, and paragraphs B1 and B2 of Appendix B of the Dental Quality and Outcomes Framework do not apply),

Type 3 Agreements (where paragraphs A5 to A8 of Appendix A, and Appendix B of the Dental Quality and Outcomes Framework apply) or Type 3* Agreements (where paragraphs A5 to A8 of Appendix A, and Appendix B of the Dental Quality and Outcomes Framework do not apply),

and in accordance with the applicable Table for their type.

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

- (a) is owed by the Contractor to the PCT under this *Capitation and Quality Scheme Agreement*;
- (b) has been paid to the Contractor owing to an error or in circumstances when it was not due; or
- (c) may be withheld in accordance with the terms of this *Capitation and Quality Scheme Agreement*, the *Capitation and Quality Scheme Directions* and the *Scheme SFE*.

VARIATION OF THE CAPITATION AND QUALITY SCHEME AGREEMENT

368. The PCT must not vary the terms and conditions of this *Capitation and Quality Scheme Agreement* without the approval of the Secretary of State.

(8) The Capitation and Quality Scheme Agreements Statement of Financial Entitlements published on the Department of Health website www.dh.gov.uk.

369. The PCT may vary the terms and conditions of this *Capitation and Quality Scheme Agreement* without the Contractor’s consent but only to the extent that it is necessary to vary this *Capitation and Quality Scheme 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 CAPITATION AND QUALITY SCHEME AGREEMENT

370. The PCT must give a period of not less than 3 months notice to the Secretary of State of any intention to withdraw from this *Capitation and Quality Scheme Agreement*.

371. Subject to Clauses 374 to 376 the PCT must make suitable provision for arrangements on termination of this *Capitation and Quality Scheme Agreement* whether by notice, termination or otherwise.

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

373. The PCT may withdraw from the *Capitation and Quality Scheme* but must give a period of not less than 3 months notice to the Contractor of any intention to do so.

PROVISIONS RELATING TO CESSATION OF THE CAPITATION AND QUALITY SCHEME AND TERMINATION OF A CAPITATION AND QUALITY SCHEME AGREEMENT

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

- (a) on the cessation of the *Capitation and Quality Scheme*; or
- (b) on termination of this *Capitation and Quality Scheme Agreement* in accordance with Clauses 370 to 373,

and subject to Clause 375, continue to provide primary dental services in accordance with this Agreement, other than Part 25.

375. Notwithstanding clause 374, the PCT, on cessation of the *Capitation and Quality Scheme* or termination of this *Capitation and Quality Scheme 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.

376. 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*.

PATIENT INFORMATION LEAFLET

377. The Contractor must include in its Contractor’s patient information leaflet the additional information which is set out in “Oral Health Assessment – Patient Information” published by the Department of Health(9).

(9) “Oral Health Assessment – Patient Information” may be obtained from the Department of Health website www.dh.gov.uk.

RECORDS AND INFORMATION

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

379. The Contractor must in relation to the particular assessments in respect of the provision of primary dental services as specified in the Dental Quality and Outcomes Framework(10)—

- (a) complete and retain in electronic form details of those assessments; and
- (b) must return in electronic form to the NHS Business Services Authority details of those assessments within 5 working days of completion.

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

- (a) details of any dental services provided privately to patients receiving services under this Agreement that are associated with services that are provided under the Agreement;
- (b) costs of any appliances supplied or otherwise provided to patients receiving services under this Agreement; and
- (c) details relating to laboratory costs associated with services provided under this Agreement.

381. The Contractor must meet the requirements set out in the document entitled “Dental Quality and Outcomes Framework” published by the Department of Health.

BREACH

382. Breach of any Clause in Part 25 or any of the provisions in the *Capitation and Quality Scheme Directions* by the PCT or the Contractor may lead to termination of this *Capitation and Quality Scheme Agreement*.

TYPE 1 AND TYPE 1*AGREEMENTS

[The Capitation and Quality Scheme Agreement must specify the Type of Agreement that it is. Depending on what it is, either paragraphs 384 to 389, or 391 to 399, or 401 to 409 of the Standard Agreement will apply. The PCT and the Contractor should omit from their Agreement the paragraphs that do not apply to them and renumber the following paragraphs accordingly.]

383. This *Capitation and Quality Scheme Agreement* is of—

383.1 [Type 1 (where paragraphs A5 to A8 of Appendix A of the Dental Quality and Outcomes Framework apply) / Type 1* (where paragraphs A5 to A8 of Appendix A of the Dental Quality and Outcomes Framework do not apply) *[delete as appropriate]*].

384. The values and services for this *Capitation and Quality Scheme Agreement* are set out in the Tables A1 and B1 below.

384.1 Although included in Table A1 the primary dental services provided under this *Capitation and Quality Scheme Agreement* do not include orthodontic services provided under regulation 14 of *the Regulations*.

(10) The Dental Quality and Outcomes Framework may be obtained from the Department of Health website address www.dh.gov.uk.

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

385. The PCT and the Contractor agree that this Capitation and Quality Scheme Agreement values set out in Table A1 and the services set out in Table B1 will apply to this *Capitation and Quality Scheme Agreement*.

[Values for the services to be provided under this Capitation and Quality Scheme Agreement should be inserted into Tables A1 and B1. These tables should be amended and rows added or removed as necessary to reflect the values and services agreed by the Contractor and the PCT.]

TABLE A1 – VALUES FOR THE PURPOSES OF PAYMENTS FOR THIS CAPITATION AND QUALITY SCHEME AGREEMENT

<i>SFE</i>	<i>Explanation</i>	<i>Value (£)</i>	<i>Units</i>
<i>Negotiated Annual Pilot Value – Type 1 (NAPV1)</i>	<i>Total value of Scheme SFE and PDS SFE payments, excluding seniority, vocational training, special leave and rates reimbursement payments.</i>		<i>n/a</i>
<i>Actual Annual Pilot Value – Type 1 (AAPV1)</i>	<i>Annual amount after deduction from NAPV1 of any amounts in the next two rows of this table.</i>		<i>n/a</i>
<i>Payments for orthodontic activity under the PDS SFE</i>	<i>Any orthodontic activity that is to be paid for separately under the standard PDS SFE (See clause 365).</i>		<i>x UOAs</i>
<i>Annual Specified Services Payment (ASSP)</i>	<i>All specified services (see Table B1)</i>		<i>n/a</i>

TABLE B1 – SERVICES TO BE PROVIDED UNDER THIS CAPITATION AND QUALITY SCHEME 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>

NHS COMMITMENT

Appointment time

386. The Contractor and the PCT agree that the average weekly time expected to be given to appointments in which an element of NHS dental care is delivered and reported to the NHS BSA is [*insert hours*](11).

Historical capitated population number

387. The Contractor and the PCT agree that the historical capitated population number baseline level at 31st March 2011 that will apply to this *Capitation and Quality Scheme Agreement* is [*insert*](12).

UNITS OF DENTAL ACTIVITY

388. The PCT and the Contractor agree that the amount of UDA activity that will be temporarily stayed for the duration of this *Capitation and Quality Scheme Agreement* is [*insert number of UDAs*](13).

PAYMENT ADJUSTMENT FOR PERFORMANCE AGAINST THE DENTAL QUALITY OUTCOMES FRAMEWORK

[NB – This section is not applicable for Type 1 pilots and only applicable for Type 1 pilots where the Contractor holds more than one Capitation and Quality Scheme Agreement that is included in the Capitation and Quality Scheme with the PCT]*

389. For the purpose of calculating payment adjustments for performance against the Dental Quality and Outcomes Framework, the PCT and the Contractor agree that this

(11) If the final 2010/11 year end figures for UDA delivery have not yet been made available by the NHS BSA when the contract is being signed, the parties will need to include a provisional figure here. The paragraph will need to be updated with a new value once the final 2010/11 year end figures for UDA delivery have been made available by the NHS BSA.

(12) The NHS BSA will make available a finalised figure for the historical capitated population number baseline level at 31st March 2011 by July 2011 following processing of all FP17s submitted by all providers for 2010/11. If the finalised figure is not available when the contract is being signed, the parties will need to include a provisional figure here. The paragraph will need to be updated with a new value once the finalised figures for the historical capitated population number baseline level at 31st March 2011 have been made available by the NHS BSA.

(13) If the final 2010/11 year end figures for UDA delivery have not yet been made available by NHS BSA when the contract is being signed, the parties will need to include a provisional figure here. The paragraph will need to be updated with a new value once the final 2010/11 year end figures for UDA delivery have been made available by NHS BSA.

Capitation and Quality Scheme Agreement will be combined with the following Capitation and Quality Scheme Agreements:

[Agreement number *insert*]

[Agreement number *insert*]

TYPE 2 AND TYPE 2* AGREEMENTS

390. This *Capitation and Quality Scheme Agreement* is of—

390.1 [Type 2 (where paragraphs A5 to A8 of Appendix A, and paragraphs B1 and B2 of Appendix B of the Dental Quality and Outcomes Framework apply)] / [Type 2* (where paragraphs A5 to A8 of Appendix A, and paragraphs B1 and B2 of Appendix B of the Dental Quality and Outcomes Framework do not apply)] [*delete as appropriate*](14).

391. The values and services for this *Capitation and Quality Scheme Agreement* are set out in Tables A2 and B2 below.

391.1 Although included in Table A2 the primary dental services provided under this *Capitation and Quality Scheme Agreement* do not include orthodontic services provided under regulation 14 of *the Regulations*.

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

392. The PCT and the Contractor agree that this *Capitation and Quality Scheme Agreement* values set out in Table A2 and the services set out in Table B2 will apply to this *Capitation and Quality Scheme Agreement*.

[*Values for the services to be provided under this Capitation and Quality Scheme Agreement should be inserted into Tables A2 and B2. These tables should be amended and rows added or removed as necessary to reflect the values and services agreed by the Contractor and the PCT.*]

TABLE A2 – VALUES FOR THE PURPOSES OF PAYMENTS FOR THIS CAPITATION AND QUALITY SCHEME AGREEMENT

<i>SFE</i>	<i>Explanation</i>	<i>Value (£)</i>	<i>Units</i>
<i>Negotiated Annual Pilot Value – Type 2 (NAPV2)</i>	<i>Total value of Scheme SFE and any PDS SFE payments, excluding seniority, vocational training, special leave and rates reimbursement payments.</i>		<i>n/a</i>
<i>Actual Annual Pilot Value – Type 2</i>	<i>Annual amount after deduction from NAPV2 of</i>		<i>n/a</i>

(14) The PCT and the Contractor must agree the type of *Capitation and Quality Scheme Agreement* for the purposes of calculation of payments in accordance with the Scheme SFE. The paragraphs not applicable must be deleted.

(AAPV2)	<i>any amounts in the next two rows of this table</i>		
<i>Payments for orthodontic activity under the PDS SFE</i>	<i>Any orthodontics that are to be paid for separately under the standard PDS SFE (See Clause 365).</i>		<i>x UOAs</i>
<i>Annual Specified Services Payment (ASSP)</i>	<i>All specified services (see Table B2)</i>		<i>n/a</i>

TABLE B2 – SERVICES TO BE PROVIDED UNDER THIS CAPITATION AND QUALITY SCHEME 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>

NHS COMMITMENT

Appointment time

393. The Contractor and the PCT 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 that will apply to this *Capitation and Quality Scheme Agreement* is [*insert hours*](15).

(15) If the final 2010/11 year end figures for UDA delivery have not yet been made available by the NHS BSA when the contract is being signed, the parties will need to include a provisional figure here. The paragraph will need to be updated with a new value once the final 2010/11 year end figures for UDA delivery have been made available by the NHS BSA.

Historical capitated population number

394. The Contractor and the PCT agree that the historical capitated population number baseline level at 31st March 2011 that will apply to this *Capitation and Quality Scheme Agreement* is [insert](16).

UNITS OF DENTAL ACTIVITY

395. The PCT and the Contractor agree that the UDA activity that will be temporarily stayed for the duration of this *Capitation and Quality Scheme Agreement* is [insert number of UDAs](17).

PAYMENT ADJUSTMENT FOR PERFORMANCE AGAINST THE DENTAL QUALITY OUTCOMES FRAMEWORK

[NB – This section is not applicable for Type 2 pilots and only applicable for Type 2 pilots where the Contractor holds more than one Capitation and Quality Scheme Agreement that is included in the Capitation and Quality Scheme with the PCT]*

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

[Agreement number insert]

[Agreement number insert]

LOCAL CAPITATION ADJUSTMENT FACTOR

[The overall UDA delivery percentage in 2010/11 is the total number of UDAs actually delivered in 2010/11 (including any UDAs carried forward from 2009/10) reported by the NHS BSA Dental Services compared with commissioned UDAs.]

397. The calculation of the Local Capitation Adjustment Factor (LCAF) is based on the AAPV2, the overall UDA delivery percentage in 2010/11 and the annual remuneration that would be applicable to this *Capitation and Quality Scheme Agreement* based on applying the national capitation values to the patients for which the Contractor would have been eligible for capitation payments on 31st March 2011. The LCAF is calculated as follows(18):

$$\frac{\text{AAPV2} * \text{Overall UDA delivery percentage in 2010/11}}{\text{Annual remuneration based on national capitation values at 31st March 2011}}$$

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- (16) The NHS BSA will make available a finalised figure for the historical capitated population number baseline level at 31st March 2011 by July 2011 following processing of all FP17s submitted by all providers for 2010/11. If the finalised figure is not available when the contract is being signed, the parties will need to include a provisional figure here. The paragraph will need to be updated with a new value once the finalised figures for the historical capitated population number baseline level at 31st March 2011 have been made available by the NHS BSA.
- (17) If the final 2010/11 year end figures for UDA delivery have not yet been made available by the NHS BSA when the contract is being signed, the parties will need to include a provisional figure here. The paragraph will need to be updated with a new value once the final 2010/11 year end figures for UDA delivery have been made available by the NHS BSA.
- (18) The final figure for the annual remuneration applicable based on applying the national capitation values at 31st March 2011 will be known by July 2011 when all FP17s submitted by all providers for 2010/11 have been processed. This will be made available by NHS BSA.

TABLE C – VALUES TO BE USED IN THE LOCAL CAPITATION ADJUSTMENT FACTOR

[Insert values that will be used in the LCAF calculation including a provisional figure for annual remuneration based on national capitation values at 31st March 2011.]

AAPV2	£x
<i>Overall UDA delivery percentage in 2010/11</i>	X%
<i>Annual remuneration based on national capitation values at 31st March 2011 (provisional)</i>	£x

398. The LCAF for this *Capitation and Quality Scheme Agreement* based on the provisional figure for annual remuneration based on national capitation values at 31st March 2011 is *[insert]*. The final LCAF value to be used in *the Scheme SFE* payment calculations will be known in July 2011. This paragraph will be updated with this value at that point.

CAPITATION ADJUSTMENT MINIMUM LEVEL

399. The Capitation Adjustment Minimum Level (CAML) for this *Capitation and Quality Scheme Agreement* is *[insert number]* (19).

TYPE 3 AND TYPE 3* AGREEMENTS

400. This *Capitation and Quality Scheme Agreement* is of—

400.1 [Type 3 (where paragraphs A5 to A8 of Appendix A, and Appendix B of the Dental Quality and Outcomes Framework apply)] / [Type 3* (where paragraphs A5 to A8 of Appendix A, and Appendix B of the Dental Quality and Outcomes Framework do not apply)] *[delete as appropriate]*.

401. The values and services for this *Capitation and Quality Scheme Agreement* are set out in Tables A3 and B3 below.

401.1 Although included in Table A3 the primary dental services provided under this *Capitation and Quality Scheme Agreement* do not include orthodontic services provided under regulation 14 of *the Regulations*.

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

402. The PCT and the Contractor agree that this *Capitation and Quality Scheme Agreement* values set out in Table A3 and the services set out in Table B3 will apply to this *Capitation and Quality Scheme Agreement*.

[Values for the services to be provided under this Capitation and Quality Scheme Agreement should be inserted into Tables A3 and B3. These tables should be amended

(19) If the final 2010/11 year end figures for UDA delivery have not yet been made available by the NHS BSA when the contract is being signed, the parties will need to include a provisional figure here. The paragraph will need to be updated with a new value once the final 2010/11 year end figures for UDA delivery have been made available by the NHS BSA.

and rows added or removed as necessary to reflect the values and services agreed by the Contractor and the PCT]

TABLE A3 – VALUES FOR THE PURPOSES OF PAYMENTS FOR THIS CAPITATION AND QUALITY SCHEME AGREEMENT

<i>SFE</i>	<i>Explanation</i>	<i>Value (£)</i>	<i>Units</i>
<i>Negotiated Annual Pilot Value – Type 3 (NAPV3)</i>	<i>Total value of Scheme SFE and any PDS SFE payments, excluding seniority, vocational training, special leave and rates reimbursement payments.</i>		<i>n/a</i>
<i>Actual Annual Pilot Value – Type 3 for complex care (AAPV3(C))</i> <i>DN – The Actual Annual Pilot Value – Type 3 – is made up of two components: the complex care component and the routine care component</i>	<i>The aggregate of the payments in this row and the next row is the total annual amount after deductions have been made of any amounts in the final two rows of this table.</i>		<i>n/a</i>
<i>Actual Annual Pilot Value – Type 3 for routine care (AAPV3(R))</i> <i>DN – this part of the AAPV3 is varied by capitation</i>	<i>See the previous row. The split between AAPV3(C) and AAPV3(R) has to be done by the NHS BSA on behalf of the PCT(20).</i>		<i>n/a</i>
<i>Payments for orthodontic activity under the PDS SFE</i>	<i>Any orthodontics that are to be paid for separately under the standard PDS SFE (see Clause 365).</i>		<i>x UOAs</i>
<i>Annual Specified Services Payment (ASSP)</i>	<i>All specified services (see Table B3)</i>		

TABLE B3 – SERVICES TO BE PROVIDED UNDER THIS CAPITATION AND QUALITY SCHEME AGREEMENT

<i>Specified services</i>

(20) If the final 2010/11 year end figures for UDA delivery have not yet been made available by the NHS BSA when the contract is being signed, the parties will need to include a provisional figure here. The paragraph will need to be updated with a new value once the final 2010/11 year end figures for UDA delivery have been made available by the NHS BSA.

<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>

NHS COMMITMENT

Appointment time

403. The Contractor and the PCT 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 that will apply to this *Capitation and Quality Scheme Agreement* is [*insert hours*](21).

Historical capitated population number

404. The Contractor and the PCT agree that the historical capitated population number baseline level at 31st March 2011 that will apply to this *Capitation and Quality Scheme Agreement* is [*insert*](22).

UNITS OF DENTAL ACTIVITY

405. The PCT and the Contractor agree that the UDA activity that will be temporarily stayed for the duration of this *Capitation and Quality Scheme Agreement* is [*insert number of UDAs*](23).

(21) If the final 2010/11 year end figures for UDA delivery have not yet been made available by the NHS BSA when the contract is being signed, the parties will need to include a provisional figure here. The paragraph will need to be updated with a new value once the final 2010/11 year end figures for UDA delivery have been made available by the NHS BSA.

(22) The NHS BSA will make available a finalised figure for the historical capitated population number baseline level at 31st March 2011 by July 2011 following processing of all FP17s submitted by all providers for 2010/11. If the finalised figure is not available when the contract is being signed, the parties will need to include a provisional figure here. The paragraph will need to be updated with a new value once the finalised figures for the historical capitated population number baseline level at 31st March 2011 have been made available by the NHS BSA.

(23) If the final 2010/11 year end figures for UDA delivery have not yet been made available by the NHS BSA when the contract is being signed, the parties will need to include a provisional figure here. The paragraph will need to be updated with a new value once the final 2010/11 year end figures for UDA delivery have been made available by the NHS BSA.

PAYMENT ADJUSTMENT FOR PERFORMANCE AGAINST THE DENTAL QUALITY OUTCOMES FRAMEWORK

[NB – This section is not applicable for Type 3 pilots and only applicable for Type 3 pilots where the Contractor holds more than one Capitation and Quality Scheme Agreement that is included in the Capitation and Quality Scheme with the PCT]*

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

[Agreement number *insert*]

[Agreement number *insert*]

LOCAL CAPITATION ADJUSTMENT FACTOR

[The overall UDA delivery percentage in 2010/11 is the total number of UDAs actually delivered in 2010/11 (including any UDAs carried forward from 2009/10) reported by the NHS BSA Dental Services compared with commissioned UDAs.]

407. The calculation of the Local Capitation Adjustment Factor (LCAF) is based on the AAPV3(R), the overall UDA delivery percentage in 2010/11 and the annual remuneration that would be applicable to this *Capitation and Quality Scheme Agreement* based on applying the national capitation values to the patients for which the Contractor would have been eligible for capitation payments on 31st March 2011. The LCAF is calculated as follows(24):

$$\frac{\text{AAPV2} * \text{Overall UDA delivery percentage in 2010/11}}{\text{Annual remuneration based on national capitation values at 31st March 2011}}$$

TABLE C – VALUES TO BE USED IN THE LOCAL CAPITATION ADJUSTMENT FACTOR

[Insert values that will be used in the LCAF calculation including a provisional figure for annual remuneration based on national capitation values at 31st March 2011.]

<i>AAPV3</i>	<i>£x</i>
<i>Overall UDA delivery percentage in 2010/11</i>	<i>X%</i>
<i>Annual remuneration based on national capitation values at 31st March 2011 (provisional)</i>	<i>£x</i>

408. The LCAF for this *Capitation and Quality Scheme Agreement* based on the provisional figure for annual remuneration based on national capitation values at 31st March 2011 is [*insert*]. The final LCAF value to be used in *the Scheme SFE* payment

(24) The final figure for the annual remuneration applicable based on applying the national capitation values at 31st March 2011 will be known by July 2011 when all FP17s submitted by all providers for 2010/11 have been processed. This will be made available by the NHS BSA.

calculations will be calculated in July 2011. This paragraph will be updated with this value at that point.

CAPITATION ADJUSTMENT MINIMUM LEVEL

409. The Capitation Adjustment Minimum Level (CAML) for this *Capitation and Quality Scheme Agreement* is [insert number] (25).”.

(25) If the final 2010/11 year end figures for UDA delivery have not yet been made available by the NHS BSA when the contract is being signed, the parties will need to include a provisional figure here. The paragraph will need to be updated with a new value once the final 2010/11 year end figures for UDA delivery have been made available by the NHS BSA.

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 [].

Signed:

[on behalf of]:

Print name:

Date: