
DIRECTIONS

THE NATIONAL HEALTH SERVICE ACT 2006

The National Health Service (Dental Services) (Capitation and Quality Scheme Agreements) Directions 2011

The Secretary of State for Health makes the following Directions in exercise of the powers conferred by sections 8 and 272(7) and (8) of the National Health Service Act 2006(a).

PART 1 GENERAL

Citation, commencement, duration and application

1.—(1) These Directions may be cited as the National Health Service (Dental Services) (Capitation and Quality Scheme Agreements) Directions 2011 and come into force on 1st June 2011.

(2) These Directions will cease to have effect on 1st April 2013.

(3) These Directions are given to Primary Care Trusts in England.

Interpretation

2.—(1) In these Directions—

“the Act” means the National Health Service Act 2006;

“Capitation and Quality Scheme Agreement” means an agreement which forms a temporary part of a GDS contract or PDS agreement and which is entered into as part of the Capitation and Quality Scheme and in accordance with these 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 Act;

“contractor” means a person or persons other than a Primary Care Trust, who is a party, or are parties, to a GDS contract or a PDS agreement;

“GDS contract” means a general dental services contract;

“GDS Contracts Regulations” means the National Health Service (General Dental Services Contracts) Regulations 2005(b);

“GDS SFE” means the General Dental Services Statement of Financial Entitlements(c);

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- (a) 2006 c.14. See section 275(1) for the definitions of “prescribed” and “regulations”, which are relevant to the powers being exercised.
- (b) S.I.2005/3361. Amendments have been made by S.I.2006/563, 2007/544, 2008/528, 1514, and 1700, 2009/309 and 462 and 2010/22 and 1181.
- (c) General Dental Services Statement of Financial Entitlements signed on 31st March 2009 published on the Department of Health website www.dh.gov.uk Gateway number 11583, as amended by the General Dental Services Statement of Financial Entitlements (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 Entitlements and the Personal Dental Services Statement of Financial Entitlements (Amendment) Directions 2011 published on the Department of Health website www.dh.gov.uk.

“the NAAV” means the negotiated annual agreement value of a PDS agreement determined by section 2 of the PDS SFE;

“the NACV” means the negotiated annual contract value of a GDS contract determined by section 2 of the GDS SFE;

“overall business value” means the turnover of a practice in respect of the provision of dental services, whether provided as NHS services or otherwise, in a financial year;

“participant” means a contractor who is a party, or are parties, to a Capitation and Quality Scheme Agreement;

“PDS agreement” means an agreement under which primary dental services are provided under section 107 of the Act;

“PDS Agreements Regulations” means the National Health Service (Personal Dental Services Agreements) Regulations 2005(a); and

“the PDS SFE” means the Personal Dental Services Statement of Financial Entitlements Directions(b).

(2) Expressions used in Part 3 and whichever of the GDS Contracts Regulations or the PDS Agreements Regulations applies to a participant’s Capitation and Quality Scheme Agreement have the same meaning in both contexts.

PART 2

CAPITATION AND QUALITY SCHEME AGREEMENTS

Directions to Primary Care Trusts

3.—(1) A Primary Care Trust must, where requested to do so, consider entering into a Capitation and Quality Scheme Agreement with a contractor but may only do so where the Secretary of State has approved the proposal for the contractor and the Primary Care Trust to participate in the Capitation and Quality Scheme.

(2) A Primary Care Trust may only enter into a Capitation and Quality Scheme Agreement where the Secretary of State’s approval to enter into that Agreement has been obtained and the conditions in paragraph (3) apply.

(3) The conditions referred to in paragraph (2) are—

- (a) the Secretary of State has approved the proposed Capitation and Quality Scheme Agreement as being suitable to assist in the continuing promotion and development of primary dental services in order to secure such services;
- (b) the contractor meets the eligibility conditions specified in direction 4; and
- (c) the Primary Care Trust satisfies itself that the contractor understands the objectives of participating in the Capitation and Quality Scheme and understands the requirements being placed upon the contractor as a consequence of entering into the Capitation and Quality Scheme Agreement.

(4) The Capitation and Quality Scheme Agreement which the Primary Care Trust enters into—

- (a) must be in writing;

(a) S.I. 2005/3373; as amended by S.I. 2006/563, 2007/544, 2008/528 and 1514, 2009/309 and 462 and 2010/22 and 1181.

(b) Personal Dental Services Statement of Financial Entitlements 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 Entitlements (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 Entitlements and the Personal Dental Services Statement of Financial Entitlements (Amendment) Directions 2011 published on the Department of Health website www.dh.gov.uk.

- (b) must contain terms that have the same effect as those terms and conditions specified in directions 5 to 13;
- (c) must be of a duration that does not extend to any period after 31st March 2013; and
- (d) must start at the beginning of a day and end at the end of a day.

Eligibility conditions

4.—(1) Primary Care Trusts must only enter into a Capitation and Quality Scheme Agreement with a contractor—

- (a) where that contractor has entered into a PDS agreement or a GDS contract with that Primary Care Trust which subsists on 31st May 2011, and —
 - (i) that PDS agreement or, as the case may be, that GDS contract has—
 - (aa) at 31st December 2010 subsisted for a period of at least 3 years, and
 - (bb) immediately before the calendar month in which the Capitation and Quality Scheme Agreement is to commence a NAAV or, as the case may be, a NACV which is at least £100,000 per year,
 - (ii) where at least 80% of the NAAV of that PDS agreement or, as the case may be, the NACV of that GDS contract is attributed to units of dental activity,
 - (iii) in the case of a contractor with a PDS agreement, mandatory services are provided under that agreement, and
 - (iv) where the remuneration in respect of the NHS services provided under that PDS agreement or, as the case may be, GDS contract amounts to at least 60% of the overall business value of the practice;
- (b) if it satisfies itself that the contractor continues to be eligible to enter an agreement or a contract pursuant to the conditions referred to —
 - (i) in the case of a contractor with a PDS agreement, in regulation 4(1)(general conditions relating to all agreements) and 5(1)(additional conditions relating to agreements with qualifying bodies) of the PDS Agreements Regulations,
 - (ii) in the case of a contractor with a GDS contract, in regulation 4(1) (general prescribed conditions relating to all contracts) and 5(1) (additional prescribed conditions relating to contracts with dental corporations) of the GDS Contracts Regulations; and
- (c) if it satisfies itself that the contractor has equipment, facilities and systems in place which—
 - (i) enable the electronic transmission of data—
 - (aa) for the purposes of meeting the objectives of the Capitation and Quality Scheme,
 - (bb) in relation to the provision of dental services under the PDS agreement and the GDS contract, and
 - (cc) at such intervals as may be reasonably requested by the PCT to the NHS Business Services Authority(a), and
 - (ii) enable the effective monitoring and evaluation of the Capitation and Quality Scheme and the analysis of any data provided as a consequence of the Capitation and Quality Scheme Agreement.

(a) Established by the NHS Business Services Authority (Awdurdod Gwasanaethau Busnes y GIG) (Establishment and Constitution) Order 2005 (S.I.2005/2414).

Orthodontic activity

5. Where orthodontic services have been provided under the PDS agreement or the GDS contract held by the participant immediately before the commencement of a Capitation and Quality Scheme Agreement, the Primary Care Trust must—

- (a) agree a value for that part of the NAAV or the NACV that is attributed to orthodontic activity with the participant; and
- (b) record that value in writing in the Agreement.

Finance

6.—(1) Subject to paragraph (2), the Primary Care Trust must make payments to a participant in accordance with directions given by the Secretary of State made under section 109(4) of the Act where primary dental services are provided under a PDS agreement or, as the case may be, under section 103(1) of the Act where such services are provided under a GDS contract (a).

(2) Paragraph (1) is subject to any right the Primary Care Trust has to set off against an amount payable to the participant an amount that—

- (a) is owed by the participant to the Primary Care Trust under the Capitation and Quality Scheme Agreement;
- (b) has been paid to the participant owing to an error or in circumstances when it was not due; or
- (c) may be withheld in accordance with these Directions and the Capitation and Quality Scheme Agreements Statement of Financial Entitlements (b).

Variation of a Capitation and Quality Scheme Agreement

7.—(1) Subject to paragraph (2), the Primary Care Trust must not vary the terms and conditions of the Capitation and Quality Scheme Agreement without the approval of the Secretary of State.

(2) The Primary Care Trust may vary the terms and conditions of the Capitation and Quality Scheme Agreement without the participant's consent but only to the extent that it is necessary to vary the PDS agreement or GDS contract so as to comply with the Act, any regulations made pursuant to the Act or any directions given by the Secretary of State pursuant to the Act.

Termination of a Capitation and Quality Scheme Agreement

8.—(1) The Primary Care Trust must give a period of not less than 3 months notice to the Secretary of State of any intention to withdraw from a Capitation and Quality Scheme Agreement.

(2) Subject to direction 9, the Primary Care Trust must make suitable provision for arrangements on termination of the Capitation and Quality Scheme Agreement whether by notice, termination or otherwise.

(3) The participant may withdraw from a Capitation and Quality Scheme Agreement but must give a period of not less than 3 months notice to the Primary Care Trust and the Secretary of State of any intention to do so.

(4) The Primary Care Trust may withdraw from the Capitation and Quality Scheme but must give a period of not less than 3 months notice to the participant of any intention to do.

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

(b) *ibid*

Provisions relating to cessation of the Capitation and Quality Scheme and termination of a Capitation and Quality Scheme Agreement

9.—(1) A Primary Care Trust must co-operate with the participant and take the necessary steps that are reasonably required to ensure that the participant may—

- (a) on the cessation of the Capitation and Quality Scheme; or
- (b) on termination of a Capitation and Quality Scheme Agreement in accordance with direction 8,

and subject to paragraph (2), continue to provide primary dental services in accordance with the PDS agreement, or as the case may be, GDS contract.

(2) Notwithstanding the provisions in paragraph (1), the Primary Care Trust, on cessation of the Capitation and Quality Scheme or termination of the Capitation and Quality Scheme Agreement, must co-operate with the participant to ensure that the PDS agreement or, as the case may be, the GDS contract continues to comply with the Act, any regulations made pursuant to the Act or any direction given by the Secretary of State pursuant to the Act.

(3) The terms and conditions of the Capitation and Quality Scheme Agreement do not override any obligations, rights, liabilities and duties which arise as a consequence of the terms and conditions of service which are required under the PDS Agreements Regulations and the GDS Contracts Regulations.

PART 3

OTHER REQUIRED TERMS BY VIRTUE OF DIRECTION 3(4)(b)

Patient Information Leaflet

10. The participant must include in the participant's patient information leaflet the additional information which is set out in "Oral Health Assessment – Patient Information" published by the Department of Health(a).

Records and information

11.—(1) The patient record must be kept in electronic form.

(2) The particular assessments in respect of the provision of primary dental services as specified in the Dental Quality Outcome Framework—

- (a) must be completed and retained in electronic form; and
- (b) details of those assessments must be returned in electronic form to the NHS Business Services Authority within 5 working days of completion.

(3) The participant must, at the request of the Primary Care Trust or to a person authorised in writing by the Primary Care Trust, provide in electronic form the information specified in paragraph (4).

(4) The information required under paragraph (3) is—

- (a) details of any dental services provided privately to patients receiving services under the PDS agreement or, as the case may be, the GDS contract that are associated with services that are provided under the agreement or contract;
- (b) costs of any appliances supplied or otherwise provided to patients receiving services under the PDS agreement or, as the case may be, the GDS contract; and

(a) "Oral Health Assessment – Patient Information" may be obtained from the Department of Health website address www.dh.gov.uk.

- (c) details relating to laboratory costs associated with services provided under the PDS agreement or, as the case may be, the GDS contract.

Dental Quality Outcome Framework

12. The participant must meet the requirements set out in the document entitled "Dental Quality Outcome Framework" published by the Department of Health(a).

Breach

13. The Capitation and Quality Scheme Agreement must provide that breach of the terms or the conditions specified in these Directions by the Primary Care Trust or the participant may lead to termination of the Capitation and Quality Scheme Agreement.

Signed by authority of the Secretary of State for Health

27 April 2011.
Date



A member of the Senior Civil Service
Department of Health

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