

*Standard PDS Agreements Variation Notice for participants of the Capitation and Quality
Scheme 2 – April 2013*

STANDARD PERSONAL DENTAL SERVICES AGREEMENT VARIATION NOTICE
FOR CONTRACTORS WHO ELECT TO ENTER INTO A CAPITATION AND QUALITY
SCHEME 2 AGREEMENT – APRIL 2013

The text of the Standard Personal Dental Services Agreement Variation Notice April 2013 for Contractors who elect to enter into a Capitation and Quality Scheme 2 Agreement 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 (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) (Capitation and Quality Scheme 2 Agreements) Directions 2013, the Personal Dental Services Statement of Financial Entitlements 2013 and the Capitation and Quality Scheme 2 Statement of Financial Entitlements as in force on 1st April 2013.

Dear Sir/Madam

Notice of Variation to your Personal Dental Services Agreement dated [] relating to the Capitation and Quality Scheme 2

You have elected to participate in the Capitation and Quality Scheme 2 and to enter into a Capitation and Quality Scheme 2 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 2015]*.

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 2 Agreements) Directions 2013 made by the Secretary of State on 13th March 2013.

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

Dated:

Signed:

on behalf of [] the Board

Print name:

WORDING OF VARIATIONS

BACKGROUND

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

“E. The Board and the Contractor have elected to enter into a Capitation and Quality Scheme 2 Agreement in accordance with regulation 20B of *the Regulations*.

F. The Capitation and Quality Scheme 2 Agreement forms part of this Agreement and is entered into as part of that Scheme and in accordance with the Capitation and Quality Scheme 2 Directions.”.

PART 1 – DEFINITIONS AND INTERPRETATIONS

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

““Band 1A course of treatment” means *a course of treatment* provided to a patient being treated under the Capitation and Quality Scheme 2 in respect of which a Band 1A *NHS Charge* is payable pursuant to the *NHS Charges Regulations*, or would be payable if the patient was not an *exempt person*;”;

““a Capitation and Quality Scheme Agreement” means the Agreement that formed a temporary part of a Contractor’s GDS Contract, or as the case may be, PDS agreement, which comprised Part 5A and Part 25 of that Contract or Agreement, which contained agreed terms and conditions relating to the provision of primary dental services as were required by *the Capitation and Quality Scheme Directions*;”

““a Capitation and Quality Scheme 2 Agreement” means the temporary part of this *Contract* 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 2 Directions*;”;

““Capitation and Quality Scheme” means the scheme of that name that the Secretary of State developed to assist in continuing to promote and secure improvement in the provision of dental services in accordance with the 2006 Act which ended on 31st March 2013;”;

““Capitation and Quality Scheme 2” means the scheme of that name introduced by the Secretary of State on 1st April 2013, following the termination of the *Capitation and Quality Scheme* on 31st March 2013, 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(1);”;

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

““interim care course of treatment” is a course of treatment within the meaning of regulation 13A of *the NHS Charges Regulations*;”;

““interim care plan” has the meaning given in direction 2 (interpretation) of *the Capitation and Quality Scheme 2 Directions*;”;

““the Scheme 2 SFE” means the Capitation and Quality Scheme 2 Agreements Statement of Financial Entitlements(3);”.

NEW PART 5A

3. 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)—

“PART 5A

CAPITATION AND QUALITY SCHEME 2 AGREEMENT

24A. The Contractor and the Board have elected to enter into a *Capitation and Quality Scheme 2 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 2 Agreement commences which must be a date on or after 1st April 2013*] and for the period ending

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

(3) The National Health Service (Dental Services) (Capitation and Quality Scheme 2 Agreements) Directions 2013 signed on 13th March 2013 published by the Department of Health website www.dh.gov.uk.

(3) The Capitation and Quality Scheme 2 Agreements Statement of Financial Entitlements signed in March 2013 is published on the Department of Health website www.dh.gov.uk.

at the end of the day on [*date of termination of the Capitation and Quality Scheme 2 Agreement, which must be no later than 31st March 2015*].

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 (variation of the Agreement: activity under the Agreement, relating 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 *Capitation and Quality Scheme 2 Agreement*—

- (a) the Clauses specified in sub-clause 24A.2 which subsisted immediately before—
 - (i) in the case of a Contractor who held a *Capitation and Quality Scheme Agreement*, the *Capitation and Quality Scheme Agreement* commenced, or
 - (ii) this *Capitation and Quality Scheme 2 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 At the beginning of **Clause 87** (mid-year review), insert—

“Subject to Clause 87A,”.

4.4 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

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 377 applies instead.”.

5.3 In **Clause 209.1** (patient information), after “Schedule 3 to” insert “, and the additional information required in accordance with Clause 376 of,”.

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

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

“**290A.** In accordance with **Clause 24A**, sub-clauses 288.1 and 290.1 temporarily have no effect in relation to the *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 *Capitation and Quality Scheme 2 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 and new clauses—

“PART 25

TERMS AND CONDITIONS OF THE CAPITATION AND QUALITY SCHEME 2 AGREEMENT

363.1 The Contractor and the Board have elected to enter into this *Capitation and Quality Scheme 2 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 2 Agreement* and the necessary approval has been obtained.

363.2 This Part of the Agreement is referred to as the *Capitation and Quality Scheme 2 Agreement*.

DURATION OF THE CAPITATION AND QUALITY SCHEME 2 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(4)

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 (5) (“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 *Capitation and Quality Scheme 2 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 *Capitation and Quality Scheme 2 Agreement*, these being the payments that the Contractor is entitled to under *the Scheme 2 SFE*(6), promptly; and

366.2. make these payments in accordance with the terms and conditions of *the Scheme 2 SFE* which apply to [*delete as appropriate*]—

Type 1 Agreements (where sections A5 to A8 of Annex A (the Dental Quality and Outcomes Framework (7)) of *the Scheme 2 SFE* apply) or Type 1*Agreements (where sections A5 to A8 of Annex A (the Dental Quality and Outcomes Framework) of *the Scheme 2 SFE* do not apply),

(4) 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.

(5) Personal Dental Services Statement of Financial Entitlements 2013 signed in March 2013 is available on the Department of Health website www.dh.gov.uk.

(6) The Capitation and Quality Scheme 2 Statement of Financial Entitlements signed in March 2013 is published on the Department of Health website www.dh.gov.uk.

(7) The Dental Quality and Outcomes Framework is revised. The revised version, dated 1st April 2013, applies to *the Capitation and Quality Scheme 2*, and is published on the Department of Health website address www.dh.gov.uk.

Type 2 Agreements (where sections A5 to A8 of Annex A (the Dental Quality and Outcomes Framework), and sections B1 and B2 of Annex B (Daily Capitation Values) of *the Scheme 2 SFE* apply) or Type 2* Agreements (where sections A5 to A8 of Annex A (the Dental Quality and Outcomes Framework) do not apply and sections B1 and B2 of Annex B (Daily Capitation Values) of *the Scheme 2 SFE* do apply,

Type 3 Agreements (where sections A5 to A8 of Annex A (the Dental Quality and Outcomes Framework), and Annex B (Daily Capitation Values) of *the Scheme 2 SFE* apply) or Type 3* Agreements (where sections A5 to A8 of Annex A (the Dental Quality and Outcomes Framework) do not apply and Annex B (Daily Capitation Values) of *the Scheme 2 SFE* does apply),

and in accordance with the applicable Table for their type.

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

- (a) is owed by the Contractor to the Board under this *Capitation and Quality Scheme 2 Agreement*;
- (b) has been paid to the Contractor owing to an error or in circumstances when it was not due;
- (c) may be withheld in accordance with the terms of this *Capitation and Quality Scheme 2 Agreement*, the *Capitation and Quality Scheme 2 Directions* and the *Scheme 2 SFE*; or
- (d) may be recovered and withheld where payment is owed by the Contractor under a *Capitation and Quality Scheme Agreement* pursuant to direction 22 of the *Capitation and Quality Scheme 2 Directions*.

VARIATION OF THE CAPITATION AND QUALITY SCHEME 2 AGREEMENT

368. The Board must not vary the terms and conditions of this *Capitation and Quality Scheme 2 Agreement* without the approval of *the Secretary of State*.

369. The Board may vary the terms and conditions of this *Capitation and Quality Scheme 2 Agreement* without the Contractor's consent but only to the extent that it is

necessary to vary this *Capitation and Quality Scheme 2 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 2 AGREEMENT

370. The Board must 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 *Capitation and Quality Scheme 2 Agreement*.

371. Subject to Clauses 373 to 375 the Board must make suitable provision for arrangements on termination of this *Capitation and Quality Scheme 2 Agreement*.

372. The Contractor may withdraw from this *Capitation and Quality Scheme 2 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.

PROVISIONS RELATING TO CESSATION OF THE CAPITATION AND QUALITY 2 SCHEME AND TERMINATION OF A CAPITATION AND QUALITY SCHEME 2 AGREEMENT

373. The Board 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 2*; or
 - (b) on termination of this *Capitation and Quality Scheme 2 Agreement* in accordance with Clauses 370 to 372,
- and subject to Clause 374, continue to provide primary dental services in accordance with this Agreement, other than Part 25.

374. Notwithstanding Clause 374, the Board, on cessation of the *Capitation and Quality Scheme 2* or termination of this *Capitation and Quality Scheme 2 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.

375. 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 *Capitation and Quality Scheme 2*.

PATIENT INFORMATION LEAFLET

376. The Contractor must include in its Contractor’s patient information leaflet the additional information which is set out in “Pilot - Patient Information” published by the Department of Health⁽⁸⁾.

RECORDS AND INFORMATION

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

378. 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—

- (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 of those assessments.

379. 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—

- (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.

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

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

PROVISION OF SERVICES

381. To enable *the Secretary of State* to evaluate the *Capitation and Quality Scheme 2*, if the Contractor commences to provide services to a patient under the *Capitation and Quality Scheme 2*, the Contractor commits to continuing to provide such services to that patient for the duration of the Scheme.

BREACH

382. Breach of any Clause in Part 25 or any of the provisions in the *Capitation and Quality Scheme 2 Directions* by the Board or the Contractor may lead to termination of this *Capitation and Quality Scheme 2 Agreement*.

INTERIM CARE COURSE OF TREATMENT

383. The Contractor must provide—

383.1 *an interim care course of treatment* as a new course of treatment in the context of regulation 13A to the *NHS Charges Regulations*, and

383.2 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 Agreement.

TRANSITIONAL PROVISION RELATING TO CONTINUITY OF CARE

384. This clause applies —

384.1 following the termination of the *Capitation and Quality Scheme* on 31st March 2013, and

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

385. If Clause 384.1 applies, the Contractor must continue to provide any treatment provided to a patient under the *Capitation and Quality Scheme* under the *Capitation and Quality Scheme 2*.

TYPE 1 AND TYPE 1*AGREEMENTS

[The Capitation and Quality Scheme 2 Agreement must specify the Type of Agreement that it is. Depending on what it is, either Clauses [386 to 393, or 394 to 404, or 405 to

415] of the Standard Agreement will apply. The Board and the Contractor should omit from their Capitation and Quality Scheme 2 Agreement the paragraphs that do not apply to them and renumber the following paragraphs accordingly.]

386. This *Capitation and Quality Scheme 2 Agreement* is of—

386.1 [Type 1 (where sections A5 to A8 of Annex A (the Dental Quality and Outcomes Framework) of *the Scheme 2 SFE* apply)] / [Type 1* (where sections A5 to A8 of Annex A (the Dental Quality and Outcomes Framework) of *the Scheme 2 SFE* do not apply)] [*delete as appropriate*](9) .

387. The values and services for this *Capitation and Quality Scheme 2 Agreement* are set out in the Tables A1 and B1 below.

387.1 Although included in Table A1 the primary dental services provided under this *Capitation and Quality Scheme 2 Agreement* do not include *orthodontic services* provided under regulation 14 of *the Regulations*.

TABLES AND VALUES FOR THE PURPOSES OF PAYMENTS UNDER THE SCHEME 2 SFE

388. The Board and the Contractor agree that the *Capitation and Quality Scheme 2 Agreement* values set out in Table A1 and the services set out in Table B1 will apply to this *Capitation and Quality Scheme 2 Agreement*.

[*Values for the services to be provided under this Capitation and Quality Scheme 2 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 Board.*]

TABLE A1 – VALUES FOR THE PURPOSES OF PAYMENTS FOR THIS CAPITATION AND QUALITY SCHEME 2 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 2 SFE and any PDS SFE 2013 payments, excluding seniority, foundation</i>		<i>n/a</i>

(9) The Board and the Contractor must agree the type of *Capitation and Quality Scheme 2 Agreement* for the purposes of calculations of payments in accordance with *the Scheme 2 SFE*. The paragraphs not applicable must be deleted.

	<i>training, special leave and rates reimbursement payments.</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 2013</i>	<i>Any 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>All specified services (see Table B1)</i>		<i>n/a</i>

TABLE B1 – SERVICES TO BE PROVIDED UNDER THIS CAPITATION AND QUALITY SCHEME 2 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

389. The Contractor and the Board 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*](10).

Historical capitated population number

390. The Contractor and the Board agree that the historical capitated population number baseline level that will apply to this *Capitation and Quality Scheme 2 Agreement* is [*insert*](11).

UNITS OF DENTAL ACTIVITY

391. The Board and the Contractor agree that the amount of UDA activity that will be temporarily stayed for the duration of this *Capitation and Quality Scheme 2 Agreement* is [*insert number of UDAs*](12).

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 2 Agreement that is included in the Capitation and Quality 2 Scheme with the Board]*

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- (10) Where the Contractor has not held a *Capitation and Quality Scheme Agreement* immediately prior to entering into the *Capitation and Quality Scheme 2 Agreement*, and if the final 2012/13 year end figures for UDA delivery and appointment time have not yet been made available by the NHS BSA when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the final 2012/13 year end figures for UDA delivery and appointment time have been made available by the NHS BSA. Where the Contractor has held a *Capitation and Quality Scheme Agreement* immediately prior to entering into the *Capitation and Quality Scheme 2*, the final 2010/11 year-end figures for UDA delivery and the appointment time agreed made available by the NHS BSA should be used.
- (11) Where the Contractor has not held a *Capitation and Quality Scheme Agreement* immediately prior to entering into the *Capitation and Quality Scheme 2*, the NHS BSA will make available a finalised figure for the historical capitated population number baseline level at 31st March 2013 by July 2013 following the processing of all FP17s submitted by all providers for 2012/13. If the finalised figure is not available when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the finalised figures for the historical capitated population number baseline level at 31st March 2013 have been made available by the NHS BSA. Where the Contractor has held a *Capitation and Quality Scheme Agreement* immediately prior to entering into the *Capitation and Quality Scheme 2*, the final 2010/11 year end figures for the historical capitated population number made available by the NHS BSA should be used.
- (12) Where the Contractor has not held a *Capitation and Quality Scheme Agreement* immediately prior to entering into the *Capitation and Quality Scheme 2 Agreement*, and if the final 2012/13 year end figures for UDA delivery have not yet been made available by the NHS BSA when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the final 2012/13 year end figures for UDA delivery have been made available by the NHS BSA. Where the Contractor has held a *Capitation and Quality Scheme Agreement* immediately prior to entering into the *Capitation and Quality Scheme 2*, the final 2010/11 year end figures for UDA delivery made available by the NHS BSA should be used.

392. For the purpose of calculating payment adjustments for performance against the Dental Quality and Outcomes Framework, the Board and the Contractor agree that this *Capitation and Quality Scheme 2 Agreement* will be combined with the following *Capitation and Quality Scheme 2 Agreements*:

[Agreement number *insert*]

[Agreement number *insert*]

POOLING ARRANGEMENTS

393. The pooling arrangements that will apply to this *Capitation and Quality Scheme 2 Agreement* will be the pooling arrangements for [1st Wave Agreements] [2nd Wave Agreements] [*delete as appropriate*] set out in sections A.7. and A.8. of Annex A (the Dental Quality and Outcomes Framework) of *the Scheme 2 SFE*.**(13)**

TYPE 2 AND TYPE 2* AGREEMENTS

394. This *Capitation and Quality Scheme 2 Agreement* is of—

394.1 [Type 2 (where sections A5 to A8 of Annex A (the Dental Quality and Outcomes Framework), and sections B1 and B2 of Annex B (Daily Capitation Values) of *the Scheme 2 SFE* apply)] / [Type 2* (where sections A5 to A8 of Annex A (the Dental Quality and Outcomes Framework) do not apply, and sections B1 and B2 of Annex B (Daily Capitation Values) of *the Scheme 2 SFE* do apply)] [*delete as appropriate*]**(14)**.

395. The values and services for this *Capitation and Quality Scheme 2 Agreement* are set out in Tables A2 and B2 below.

395.1 Although included in Table A2 the primary dental services provided under this *Capitation and Quality Scheme 2 Agreement* do not include *orthodontic services* provided under regulation 14 of *the Regulations*.

(13) This clause does not apply to Type 1*, Type 2* or Type 3* pilots.

(14) The Board and the Contractor must agree the type of *Capitation and Quality Scheme 2 Agreement* for the purposes of calculation of payments in accordance with *the Scheme 2 SFE*. The clauses not applicable must be deleted.

TABLES AND VALUES FOR THE PURPOSES OF PAYMENTS UNDER THE SCHEME 2 SFE

396. The Board and the Contractor agree that the *Capitation and Quality Scheme 2 Agreement* values set out in Table A2 and the services set out in Table B2 will apply to this *Capitation and Quality Scheme 2 Agreement*.

[Values for the services to be provided under this Capitation and Quality Scheme 2 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 Board.]

TABLE A2 – VALUES FOR THE PURPOSES OF PAYMENTS FOR THIS CAPITATION AND QUALITY SCHEME 2 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 2 SFE and any PDS SFE 2013 payments, excluding seniority, foundation training, special leave and rates reimbursement payments.</i>		<i>n/a</i>
<i>Actual Annual Pilot Value – Type 2 (AAPV2)</i>	<i>Annual amount after deduction from NAPV2 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 2013</i>	<i>Any orthodontic activity to be paid for separately under the standard PDS SFE 2013 (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 2 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

397. 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 that will apply to this *Capitation and Quality Scheme 2 Agreement* is *[insert hours]*(15).

Historical capitated population number

398. The Contractor and the Board agree that the historical capitated population number baseline level that will apply to this *Capitation and Quality Scheme 2 Agreement* is *[insert]*(16).

(15) Where the Contractor has not held a *Capitation and Quality Scheme Agreement* immediately prior to entering into *the Capitation and Quality Scheme 2 Agreement*, and if the final 2012/13 year end figures for UDA delivery and appointment time have not yet been made available by the NHS BSA when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the final 2012/13 year end figures for UDA delivery and appointment time have been made available by the NHS BSA. Where the Contractor has held a *Capitation and Quality Scheme Agreement* immediately prior to entering into *the Capitation and Quality Scheme 2*, the final 2010/11 year-end figures for UDA delivery and the appointment time agreed made available by the NHS BSA should be used.

(16) Where the Contractor has not held a *Capitation and Quality Scheme Agreement* immediately prior to entering into *the Capitation and Quality Scheme 2*, the NHS BSA will make available a finalised figure for the historical capitated population number baseline level at 31st March 2013 by July 2013 following the processing of all FP17s submitted by all providers for 2012/13. If the finalised figure is not available when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the finalised figures for the historical capitated population number baseline level at 31st March 2013 have been made available by the NHS BSA. Where the Contractor has held a *Capitation and Quality Scheme Agreement* immediately prior to entering into *the Capitation and Quality Scheme 2*, the final 2010/11 year end figures for the historical capitated population number made available by the NHS BSA should be used.

UNITS OF DENTAL ACTIVITY

399. The Board and the Contractor agree that the UDA activity that will be temporarily stayed for the duration of this *Capitation and Quality Scheme 2 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 2 Agreement* that is included in the *Capitation and Quality Scheme 2 with the Board*]

400. For the purpose of calculating payment adjustments for performance against the Dental Quality and Outcomes Framework, the Board and the Contractor agree that this *Capitation and Quality Scheme 2 Agreement* will be combined with the following *Capitation and Quality Scheme 2 Agreements*:

[Agreement number *insert*]

[Agreement number *insert*]

POOLING ARRANGEMENTS

401. The pooling arrangements that will apply to this *Capitation and Quality Scheme 2 Agreement* will be the pooling arrangements for [1st Wave Agreements] [2nd Wave Agreements] [*delete as appropriate*] set out in sections A.7. and A.8. of Annex A (the Dental Quality and Outcomes Framework) of *the Scheme 2 SFE*.

EXPECTED WEIGHTED CAPITATED POPULATION

(17) Where the Contractor has not held a *Capitation and Quality Scheme Agreement* immediately prior to entering into *the Capitation and Quality Scheme 2 Agreement*, and if the final 2012/13 year end figures for UDA delivery have not yet been made available by the NHS BSA when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the final 2012/13 year end figures for UDA delivery have been made available by the NHS BSA. Where the Contractor has held a *Capitation and Quality Scheme Agreement* immediately prior to entering into *the Capitation and Quality Scheme 2*, the final 2010/11 year end figures for UDA delivery made available by the NHS BSA should be used.

402. The Expected Weighted Capitated Population (CEWCP) for this *Capitation and Quality Scheme 2 Agreement* is [insert number](18)

LOCAL CAPITATION ADJUSTMENT FACTOR

403. The Local Capitation Adjustment Factor (LCAF) for this *Capitation and Quality Scheme 2 Agreement* is [insert] (19).

CAPITATION ADJUSTMENT MINIMUM LEVEL

404. The Capitation Adjustment Minimum Level (CAML) for this *Capitation and Quality Scheme 2 Agreement* is [insert number] (20).

TYPE 3 AND TYPE 3* AGREEMENTS

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

405.1 [Type 3 (where sections A5 to A8 of Annex A of *the Scheme 2 SFE* (the Dental Quality and Outcomes Framework), and Annex B of *the Scheme 2 SFE* (Daily Capitation Values) apply)] / [Type 3* (where sections A5 to A8 of Annex A of *the Scheme 2 SFE* (Dental Quality and Outcomes Framework) does not apply, and Annex B of *the Scheme 2 SFE* (Daily Capitation Values) does apply)] [*delete as appropriate*].

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- (18) Where the Contractor has not held a *Capitation and Quality Scheme Agreement* immediately prior to entering into *the Capitation and Quality Scheme 2 Agreement*, and if the final 2012/13 year-end figures for UDA delivery and capitated population numbers have not yet been made available by the NHS BSA when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the final 2012/13 year end figures for UDA delivery and capitated population numbers have been made available by the NHS BSA. Where the Contractor has held a *Capitation and Quality Scheme Agreement* immediately prior to entering into *the Capitation and Quality Scheme 2 Agreement*, if the capitated population numbers have not yet been made available by the NHS BSA when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the final 2012/13 year end figures for capitated population numbers have been made available by the NHS BSA.
- (19) Where the Contractor has not held a *Capitation and Quality Scheme Agreement* immediately prior to entering into *the Capitation and Quality Scheme 2 Agreement*, and if the final 2012/13 year-end figures for UDA delivery and capitated population numbers have not yet been made available by the NHS BSA when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the final 2012/13 year end figures for UDA delivery and capitated population numbers have been made available by the NHS BSA. Where the Contractor has held a *Capitation and Quality Scheme Agreement* immediately prior to entering into *the Capitation and Quality Scheme 2 Agreement*, if the capitated population numbers have not yet been made available by the NHS BSA when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the final 2012/13 year end figures for capitated population numbers have been made available by the NHS BSA.
- (20) Where the Contractor has not held a *Capitation and Quality Scheme Agreement* immediately prior to entering into *the Capitation and Quality Scheme 2 Agreement*, and if the final 2012/13 year-end figures for UDA delivery and capitated population numbers have not yet been made available by the NHS BSA when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the final 2012/13 year end figures for UDA delivery and capitated population numbers have been made available by the NHS BSA. Where the Contractor has held a *Capitation and Quality Scheme Agreement* immediately prior to entering into *the Capitation and Quality Scheme 2 Agreement*, if the capitated population numbers have not yet been made available by the NHS BSA when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the final 2012/13 year end figures for capitated population numbers have been made available by the NHS BSA.

406. The values and services for this *Capitation and Quality Scheme 2 Agreement* are set out in Tables A3 and B3 below.

406.1 Although included in Table A3 the primary dental services provided under this *Capitation and Quality Scheme 2 Agreement* do not include orthodontic services provided under regulation 18 of *the Regulations*.

TABLES AND VALUES FOR THE PURPOSES OF PAYMENTS UNDER THE SCHEME 2 SFE

407. The Board and the Contractor agree that this *Capitation and Quality Scheme 2 Agreement* values set out in Table A3 and the services set out in Table B3 will apply to this *Capitation and Quality Scheme 2 Agreement*.

[Values for the services to be provided under this Capitation and Quality Scheme 2 Agreement should be inserted into Tables A3 and B3. 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 A3 – VALUES FOR THE PURPOSES OF PAYMENTS FOR THIS CAPITATION AND QUALITY SCHEME 2 AGREEMENT

SFE	Activity	Value (£)	Units
<i>Negotiated Annual Pilot Value – Type 3 (NAPV3)</i>	<i>Total value of Scheme 2 SFE and any PDS SFE 2013 payments, excluding seniority, foundation 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>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</i>		<i>n/a</i>

	<i>two rows of this table</i>		
<i>Actual Annual Pilot Value – Type 3 for routine care (AAPV3(R))</i> <i>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 Board (21).</i>		<i>n/a</i>
<i>Payments for orthodontic activity under the PDS SFE 2013</i>	<i>Any orthodontic activity to be paid for separately under the standard PDS SFE 2013 (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 – VALUES TO BE PROVIDED UNDER THIS CAPITATION AND QUALITY SCHEME 2 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>

(21) Where the Contractor has not held a *Capitation and Quality Scheme Agreement* immediately prior to entering into the *Capitation and Quality Scheme 2 Agreement*, and if the final 2012/13 year-end figures for UDA delivery have not yet been made available by the NHS BSA when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the final 2012/13 year end figures for UDA delivery have been made available by the NHS BSA. Where the Contractor has held a *Capitation and Quality Scheme Agreement* immediately prior to entering into the *Capitation and Quality Scheme 2 Agreement*, the final 2010/11 year-end figures for UDA delivery made available by the NHS BSA should be used.

NHS COMMITMENT

Appointment time

408. 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 that will apply to this *Capitation and Quality Scheme 2 Agreement* is [insert hours](22).

Historical capitated population number

409. The Contractor and the Board agree that the historical capitated population number baseline level that will apply to this *Capitation and Quality Scheme 2 Agreement* is [insert](23).

UNITS OF DENTAL ACTIVITY

410. The Board and the Contractor agree that the UDA activity that will be temporarily stayed for the duration of this *Capitation and Quality Scheme 2 Agreement* is [insert number of UDAs](24).

PAYMENT ADJUSTMENT FOR PERFORMANCE AGAINST THE DENTAL QUALITY AND 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 2 Agreement that is included in the Capitation and Quality Scheme 2 with the Board]*

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- (22) Where the Contractor has not held a *Capitation and Quality Scheme Agreement* immediately prior to entering into the *Capitation and Quality Scheme 2 Agreement*, and if the final 2012/13 year end figures for UDA delivery and appointment time have not yet been made available by the NHS BSA when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the final 2012/13 year end figures for UDA delivery and appointment time have been made available by the NHS BSA. Where the Contractor has held a *Capitation and Quality Scheme Agreement* immediately prior to entering into the *Capitation and Quality Scheme 2*, the final 2010/11 year-end figures for UDA delivery and the appointment time agreed made available by the NHS BSA should be used.
- (23) Where the Contractor has not held a *Capitation and Quality Scheme Agreement* immediately prior to entering into the *Capitation and Quality Scheme 2*, the NHS BSA will make available a finalised figure for the historical capitated population number baseline level at 31st March 2013 by July 2013 following the processing of all FP17s submitted by all providers for 2012/13. If the finalised figure is not available when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the finalised figures for the historical capitated population number baseline level at 31st March 2013 have been made available by the NHS BSA. Where the Contractor has held a *Capitation and Quality Scheme Agreement* immediately prior to entering into the *Capitation and Quality Scheme 2*, the final 2010/11 year end figures for the historical capitated population number made available by the NHS BSA should be used.
- (24) Where the Contractor has not held a *Capitation and Quality Scheme Agreement* immediately prior to entering into the *Capitation and Quality Scheme 2 Agreement*, and if the final 2012/13 year end figures for UDA delivery have not yet been made available by the NHS BSA when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the final 2012/13 year end figures for UDA delivery have been made available by the NHS BSA. Where the Contractor has held a *Capitation and Quality Scheme Agreement* immediately prior to entering into the *Capitation and Quality Scheme 2*, the final 2010/11 year end figures for UDA delivery made available by the NHS BSA should be used.

411. For the purpose of calculating payment adjustments for performance against the Dental Quality and Outcomes Framework, the Board and the Contractor agree that this *Capitation and Quality Scheme 2 Agreement* will be combined with the following *Capitation and Quality Scheme 2 Agreements*:

[Agreement number *insert*]

[Agreement number *insert*]

POOLING ARRANGEMENTS

412. The pooling arrangements that will apply to this *Capitation and Quality Scheme 2 Agreement* will be the pooling arrangements for [1st Wave Agreements] [2nd Wave Agreements] [*delete as appropriate*] set out in sections A.7. and A.8. of Annex A (the Dental Quality and Outcomes Framework) of *the Scheme 2 SFE (25)*.

EXPECTED WEIGHTED CAPITATED POPULATION

413. The Contractor's Expected Weighted Capitated Population (CEWCP) for this *Capitation and Quality Scheme 2 Agreement* is [*insert number*] **(26)**

LOCAL CAPITATION ADJUSTMENT FACTOR

414. The Local Capitation Adjustment Factor (LCAF) for this *Capitation and Quality Scheme 2 Agreement* is [*insert number*] **(27)**

(25) This clause does not apply to Type 1*, Type 2* or Type 3* pilots.

(26) Where the Contractor has not held a *Capitation and Quality Scheme Agreement* immediately prior to entering into *the Capitation and Quality Scheme 2 Agreement*, and if the final 2012/13 year-end figures for UDA delivery and capitated population numbers have not yet been made available by the NHS BSA when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the final 2012/13 year end figures for UDA delivery and capitated population numbers have been made available by the NHS BSA. Where the Contractor has held a *Capitation and Quality Scheme Agreement* immediately prior to entering into *the Capitation and Quality Scheme 2 Agreement*, if the capitated population numbers have not yet been made available by the NHS BSA when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the final 2012/13 year end figures for capitated population numbers have been made available by the NHS BSA.

(27) Where the Contractor has not held a *Capitation and Quality Scheme Agreement* immediately prior to entering into *the Capitation and Quality Scheme 2 Agreement*, and if the final 2012/13 year-end figures for UDA delivery and capitated population numbers have not yet been made available by the NHS BSA when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the final 2012/13 year end figures for UDA delivery and capitated population numbers have been made available by the NHS BSA. Where the Contractor has held a *Capitation and Quality Scheme Agreement* immediately prior to entering into *the Capitation and Quality Scheme 2 Agreement*, if the capitated population numbers have not yet been made available by the NHS BSA when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the final 2012/13 year end figures for capitated population numbers have been made available by the NHS BSA.

CAPITATION ADJUSTMENT MINIMUM LEVEL

415. The Capitation Adjustment Minimum Level (CAML) for this *Capitation and Quality Scheme 2 Agreement* is [insert number] **(28)**.

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:

(28) Where the Contractor has not held a *Capitation and Quality Scheme Agreement* immediately prior to entering into the *Capitation and Quality Scheme 2 Agreement*, and if the final 2012/13 year-end figures for UDA delivery and capitated population numbers have not yet been made available by the NHS BSA when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the final 2012/13 year end figures for UDA delivery and capitated population numbers have been made available by the NHS BSA. Where the Contractor has held a *Capitation and Quality Scheme Agreement* immediately prior to entering into the *Capitation and Quality Scheme 2 Agreement*, if the capitated population numbers have not yet been made available by the NHS BSA when the contract variation notice is being signed, the parties will need to include a provisional figure here. The clause will need to be updated with a new value once the final 2012/13 year end figures for capitated population numbers have been made available by the NHS BSA.