

## SCHEDULE 3

### OTHER CONTRACTUAL TERMS

#### **PART 2**

#### PROVISION OF SERVICES

##### **Mandatory services**

6. Where the agreement provides for a contractor to provide mandatory services, the contractor must provide—

- (a) urgent treatment, at such times as are agreed with the Relevant Body and specified in the agreement; and
- (b) all other mandatory services during normal surgery hours.

##### **Commencement Information**

**II** Sch. 3 para. 6 in force at 1.3.2006, see [reg. 1\(1\)](#)

##### **Course of treatment**

7.—(1) Except in the case of orthodontic services and dental public health services, the contractor will provide mandatory and additional services to a patient by providing to that patient a course of treatment.

(2) The contractor will use its best endeavours to ensure that a course of treatment is completed, and that it is so completed within ninety days of the date on which—

- (a) the treatment plan was written in accordance with paragraph 8(1); or
- (b) where a treatment plan is not required pursuant to that paragraph, the initial examination and assessment of the patient took place.

(3) Where a contractor provides urgent treatment to a patient, the urgent treatment provided will constitute a single course of treatment and no other services will be provided during that course of treatment.

(4) If a course of treatment is—

- (a) terminated before it has been completed; or
- (b) otherwise not completed within a reasonable time,

any further services to be provided to that patient under the agreement must be provided as a new course of treatment.

(5) A course of treatment may only be terminated by—

- (a) the contractor—
  - (i) when the circumstances referred to in paragraph 3(1) of this Schedule (violent patient) occur and notice that it will no longer provide services has been given to the Relevant Body;
  - (ii) where the patient has refused to pay a charge in the circumstances referred to in paragraph 4 of this Schedule (refusal to pay NHS Charges during treatment); or

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- (iii) where, in the reasonable opinion of the contractor, there has been an irrevocable breakdown in the relationship between the patient and the contractor and notice of such a breakdown has been given to the patient and the Relevant Body;
  - (b) the patient; or
  - (c) a person specified in paragraph 1(2) acting on the patient's behalf.
- (6) If a contractor is unable to complete the course of the treatment which has been commenced for reasons beyond its control, it will give notice to the Relevant Body of the extent of the treatment so provided and the reason for his or her inability to complete the remainder.

**Commencement Information**

**I2** Sch. 3 para. 7 in force at 1.3.2006, see [reg. 1\(1\)](#)

**Treatment plans**

**8.—(1)** Subject to sub-paragraph (5), where the contractor agrees to provide a course of treatment to a patient, it will, at the time of the initial examination and assessment of that patient, ensure that the patient is provided with a treatment plan on a form supplied for that purpose by the Relevant Body which will specify—

- (a) the name of the patient;
- (b) the name of the contractor;
- (c) particulars of the places where the patient will receive services;
- (d) the telephone number at which the contractor may be contacted during normal surgery hours;
- (e) details of the services (if any) which are, at the date of the examination, considered necessary to secure the oral health of the patient;
- (f) the NHS charge, if any, in respect of those services if provided pursuant to the agreement; and
- (g) any proposals the contractor may have for private services as an alternative to the services proposed under the agreement, including particulars of the cost to the patient if he or she were to accept the provision of private services.

(2) If the patient, having considered the treatment plan provided pursuant to sub-paragraph (1), decides to accept the provision of private services in place of all or part of services under the agreement, the contractor will ensure that the patient signs the treatment plan in the appropriate place to indicate that he or she has understood the nature of the private services to be provided and his or her acceptance of those services.

(3) Where the services included in the treatment plan under this paragraph need to be varied, the contractor will provide the patient with a revised treatment plan in accordance with sub-paragraph (1).

(4) Subject to paragraph 7(5), the contractor will provide the services which are detailed in the treatment plan, or where the treatment plan is revised, the revised treatment plan.

(5) The obligation to provide a treatment plan under this paragraph will not apply to a Band 1 course of treatment or a charge exempt course of treatment unless—

- (a) the contractor is providing privately any part of that course of treatment pursuant to paragraph 11; or

- (b) the patient has requested that he or she be provided with written details of the course of treatment to be provided or that has been provided to him or her, whether or not he or she specifically requests a treatment plan.

(6) Where a patient requests the contractor to provided him or her with a summary of the care and treatment provided under the treatment plan because he or she intends to receive services from another contractor, the contractor will provide him or her with such a summary as he or she considers appropriate (including details of the care and treatment which could not easily be observed on visual examination).

(7) The summary referred to in sub-paragraph (6) will be supplied to the patient on a form—

- (a) supplied for that purpose by the Relevant Body; or
- (b) in the case where the contractor is the Local Health Board, the form that it supplies for that purpose to other contractors,

within twenty eight days of that request.

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#### Commencement Information

**I3** Sch. 3 para. 8 in force at 1.3.2006, see [reg. 1\(1\)](#)

#### Completion of courses of treatment

**9.**—(1) The contractor will indicate—

- (a) on the form supplied by the Relevant Body; or
- (b) in the case where the contractor is a Local Health Board, on the form that it supplies to other contractors,

pursuant to paragraph 39 whether the course of treatment was completed, and if the course of treatment was not completed, provide the reason for the failure to complete the course of treatment.

(2) If the Relevant Body—

- (a) determines that the number of courses of treatment provided by the contractor which have not being completed is excessive; and
- (b) does not consider that the reasons given by the contractor for the failure to complete the courses of treatment are satisfactory,

it will be entitled to exercise its powers under paragraph 59(2) on the grounds that the contractor is not, pursuant to paragraph 7(2), using its best endeavours to ensure courses of treatment are completed.

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#### Commencement Information

**I4** Sch. 3 para. 9 in force at 1.3.2006, see [reg. 1\(1\)](#)

#### Referral to another contractor, a hospital or other relevant service provider for advanced mandatory, domiciliary or sedation services

**10.**—(1) Where a patient requires advanced mandatory services, domiciliary services or sedation services that are not provided under the agreement by the contractor, it will, if the patient agrees, refer that patient in accordance with sub-paragraph (2) for the provision of a referral service by an alternative contractor, a hospital or other relevant service provider under Part 1 of the Act.

(2) In referring a patient pursuant to sub-paragraph (1), the contractor will provide—

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- (a) to the patient being referred, a referral notice on a form supplied for that purpose by the Relevant Body (or where the contractor is the Local Health Board, the form it supplies to other contractors for that purpose) which will specify the services detailed on the treatment plan which will be carried out by the alternative contractor, hospital or other relevant service provider; and
- (b) to the alternative contractor, hospital or other relevant service provider, either at the time of referral or as soon as reasonably practicable thereafter—
  - (i) a copy of the treatment plan provided to the patient pursuant to paragraph 8;
  - (ii) a copy of the referral notice; and
  - (iii) a statement of the amount paid to it, or due to be paid to it, by the patient under the NHS Charges Regulations in respect of the course of treatment during which the referral is made.

(3) Where the patient notifies the contractor, whether verbally or in writing, that he or she does not wish to be referred to the alternative contractor, hospital or other relevant service provider selected by the contractor, the contractor will, if requested to do so by the patient, use its best endeavours to refer the patient to another suitable contractor, hospital or other relevant service provider under Part 1 of the Act for the provision of the referral service.

#### Commencement Information

**I5** Sch. 3 para. 10 in force at 1.3.2006, see [reg. 1\(1\)](#)

#### Mixing of services provided under the agreement with private services

**11.**—(1) Subject to sub-paragraph (2) and the requirements in paragraphs 2 (referral services) and 6 (orthodontic treatment plans) of Schedule 1 and paragraph 8(1)(g) of this Schedule, a contractor may, with the consent of the patient, provide privately any part of a course of treatment or orthodontic course of treatment for that patient, including in circumstances where that patient has been referred to the contractor for a referral service.

(2) A contractor may—

- (a) not provide privately or under the agreement treatment that involves the administration of general anaesthesia or the provision of sedation; and
- (b) in the case of an orthodontic course of treatment provide—
  - (i) the case assessment wholly privately or wholly under the agreement; and
  - (ii) the orthodontic treatment wholly privately or wholly under the agreement.

(3) A contractor will not, with a view to obtaining the agreement of a patient to undergo services privately—

- (a) advise a patient that the services which are necessary in his or her case are not available from the contractor under the agreement; or
- (b) seek to mislead the patient about the quality of the services available under the agreement.

(4) In sub-paragraph (2)(a), “provision of sedation” means the provision of one or more drugs to a patient in order to produce a state of depression of the central nervous system to enable treatment to be carried out.

#### Commencement Information

**I6** Sch. 3 para. 11 in force at 1.3.2006, see [reg. 1\(1\)](#)

## Repair or replacement of restorations

**12.**—(1) Subject to sub-paragraph (5), where a restoration specified in sub-paragraph (2) needs to be repaired or replaced the contractor will repair or replace the restoration at no charge to the patient.

(2) The restorations referred to in sub-paragraph (1) are any filling, root filling, inlay, porcelain veneer or crown provided by the contractor to a patient in the course of providing services under the agreement, including referral services, which, within the relevant period, has to be repaired or replaced to secure oral health.

(3) The repair or replacement of a restoration specified in sub-paragraph (2) is a banded course of treatment for the purposes of calculating the number of units of dental activity and paragraph 1 of Schedule 2 will apply notwithstanding that no charge is made or recovered in accordance with the NHS Charges Regulations.

(4) The band in which the restoration specified in sub-paragraph (2) falls will be determined in accordance with the NHS Charges Regulations.

(5) Sub-paragraph (1) will not apply where—

- (a) within the relevant period, a person other than the contractor has provided treatment on the tooth in respect of which the restoration was provided;
- (b) the contractor advised the patient at the time of the restoration and indicated on the patient record that—
  - (i) the restoration was intended to be temporary in nature, or
  - (ii) in its opinion, a different form of restoration was more appropriate to secure oral health but, notwithstanding that advice, the patient nevertheless requested the restoration which was provided;
- (c) in the opinion of the contractor, the condition of the tooth in respect of which the restoration was provided is such that the restoration cannot satisfactorily be repaired or replaced and different treatment is now required; or
- (d) the repair or replacement is required as a result of trauma.

(6) In this paragraph, “the relevant period” means the twelve month period beginning on the date on which the restoration was provided, and ceasing twelve months after that date.

### Commencement Information

**I7** Sch. 3 para. 12 in force at 1.3.2006, see [reg. 1\(1\)](#)

## Premises, facilities and equipment

**13.**—(1) The contractor will ensure that the premises used for the provision of services under the agreement are—

- (a) suitable for the delivery of those services; and
- (b) sufficient to meet the reasonable needs of the contractor’s patients.

(2) The obligation in sub-paragraph (1) includes providing proper and sufficient waiting-room accommodation for patients.

(3) The contractor will provide, in relation to all of the services to be provided under the agreement, such other facilities and equipment as are necessary to enable it to properly perform that service.

(4) In this paragraph, “premises” includes a mobile surgery.

**Commencement Information**

**18** Sch. 3 para. 13 in force at 1.3.2006, see [reg. 1\(1\)](#)

**Telephone services**

**14.**—(1) The contractor will not be a party to any contract or other arrangement under which the number for telephone services to be used by—

- (a) patients to contact the practice for any purpose related to the agreement; or
- (b) any other person to contact the practice in relation to services provided as part of the health service,

starts with the digits 087, 090 or 091 or consists of a personal number, unless the service is provided free to the caller.

(2) In this paragraph, “personal number” means a telephone number which starts with the number 070 followed by a further 8 digits.

**Commencement Information**

**19** Sch. 3 para. 14 in force at 1.3.2006, see [reg. 1\(1\)](#)

**[<sup>F1</sup>– Cost of relevant calls**

**14A.**—(1) The contractor must not enter into, renew or extend a contract or other arrangement for telephone services unless it is satisfied that, having regard to the arrangement as a whole, persons will not pay more to make relevant calls to the practice than they would to make equivalent calls to a geographical number.

(2) Where a contractor is party to an existing contract or other arrangement for telephone services under which persons making relevant calls to the practice call a number which is not a geographical number, the contractor must comply with sub-paragraph (3).

(3) The contractor must—

- (a) before 1 March 2017, review the arrangement and consider whether, having regard to the arrangement as a whole, persons pay more to make relevant calls than they would to make equivalent calls to a geographical number; and
- (b) if the contractor so considers, take all reasonable steps, including in particular considering the matters specified in sub-paragraph (4), to ensure that, having regard to the arrangement as a whole, persons will not pay more to make relevant calls than they would to make equivalent calls to a geographical number.

(4) The matters referred to in sub-paragraph (3)(b) are—

- (a) varying the terms of the contract or arrangement;
- (b) renegotiating the terms of the contract or arrangement; and
- (c) terminating the contract or arrangement.

(5) If, despite taking all reasonable steps referred to in sub-paragraph (3)(b), it has not been possible to ensure that, having regard to the arrangement as a whole, persons will not pay more to make relevant calls to the practice than they would to make equivalent calls to a geographical number, the contractor must consider introducing a system under which if a caller asks to be called back, the contractor will do so at the contractor’s expense.

(6) In this paragraph—

- (a) “existing contract or other arrangement” means a contract or arrangement that was entered into prior to 1 March 2016 and which remains in force on 1 March 2016;
- (b) “geographical number” means a number which has a geographical area code as its prefix; and
- (c) “relevant calls” means calls—
  - (i) made by patients to the practice for any reason related to services provided under the contract, and
  - (ii) made by persons, other than patients, to the practice in relation to services provided as part of the health service.]

**F1** Sch. 3 para. 14A inserted (1.3.2016) by [The National Health Service \(Primary Medical Services and Primary Dental Services\) \(Wales\) \(Amendment and Transitional Provision\) Regulations 2016 \(S.I. 2016/90\)](#), regs. 1(1), **15**

### National Institute for Clinical Excellence guidance

**15.** The contractor will provide services under the agreement in accordance with any relevant guidance that is issued by the [<sup>F2</sup> National Institute for Health and Care Excellence], in particular the guidance entitled “Dental recall — Recall interval between routine dental examinations”**(1)**.

**F2** Words in Sch. 3 para. 15 substituted (1.4.2013) by [The National Treatment Agency \(Abolition\) and the Health and Social Care Act 2012 \(Consequential, Transitional and Saving Provisions\) Order 2013 \(S.I. 2013/235\)](#), art. 1(2), [Sch. 2 para. 95\(4\)\(a\)](#)

#### Commencement Information

**I10** Sch. 3 para. 15 in force at 1.3.2006, see [reg. 1\(1\)](#)

### Infection control

**16.** The contractor will ensure that it has appropriate arrangements for infection control and decontamination.

#### Commencement Information

**I11** Sch. 3 para. 16 in force at 1.3.2006, see [reg. 1\(1\)](#)

### Treatment under general anaesthesia: prohibition

**17.—(1)** Subject to sub-paragraph (2), the contractor will not provide any services under the agreement that involve the provision of general anaesthesia.

(2) Where the contractor is a Local Health Board or an NHS Trust, that contractor may provide general anaesthesia in accordance with guidance issued by the General Dental Council in “Standards for Dental Professions **(2)**”.

(1) This guidance is available from NICE’s website, [www.nice.org.uk](http://www.nice.org.uk).

(2) <http://www.gdc-uk.org/News+publications+and+events/Publications/Guidance+documents?Standards+for+dental+professionals.htm>.

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**Commencement Information**

**I12** Sch. 3 para. 17 in force at 1.3.2006, see [reg. 1\(1\)](#)

**[<sup>F3</sup>Welsh Language**

**17A.**—(1) Where the contractor provides dental services under the agreement through the medium of Welsh, it must notify the Local Health Board in writing.

(2) The contractor must make available a Welsh language version of any document or form for use by patients and/or members of the public, provided by the Local Health Board.

(3) Where the contractor displays a new sign or notice in connection with dental services provided under the agreement, the text on the sign or notice must be in English and Welsh, and the contractor may utilise the translation service offered by the Local Health Board for this purpose.

(4) The contractor must encourage the wearing of a badge, provided by the Local Health Board, by those delivering dental services under the agreement who are Welsh speaking, to convey that they are able to speak Welsh.

(5) The contractor must encourage those delivering dental services under the agreement to utilise information and/or attend training courses and events provided by the Local Health Board, so that they can develop—

- (a) an awareness of the Welsh language (including awareness of its history and its role in Welsh culture); and
- (b) an understanding of how the Welsh language can be used when delivering dental services under the agreement.

(6) The contractor must encourage those delivering dental services under the agreement to establish and record the Welsh or English language preference expressed by or on behalf of a patient.]

**F3** Sch. 3 para. 17A inserted (30.5.2019) by [The National Health Service \(Welsh Language in Primary Care Services\) \(Miscellaneous Amendments\) \(Wales\) Regulations 2019 \(S.I. 2019/917\)](#), [regs. 1\(1\), 4\(2\)](#)



**Changes to legislation:**

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