

SCHEDULE 3

OTHER CONTRACTUAL TERMS

PART 2

PROVISION OF SERVICES

Course of treatment

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

(2) The contractor shall use its best endeavours to ensure that a course of treatment is completed within a reasonable time from the date on which—

- (a) the treatment plan was written in accordance with paragraph 7(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 shall constitute a course of treatment and no other services shall 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 contract 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 patients) occur and notice that it will no longer provide services has been given to [F1NHS England];
 - (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
 - (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 [F1NHS England];
- (b) the patient; or
- (c) a person specified in paragraph 1(2) of this Schedule acting on the patient's behalf.

(6) If the contractor is unable to complete the course of the treatment which has been commenced for reasons beyond its control, it shall give notice to [F1NHS England] of the extent of the treatment so provided and the reason for its inability to complete the remainder.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**

Treatment plans

7.—(1) Subject to sub-paragraph (5), where the contractor agrees to provide a course of treatment to a patient, it shall, 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 ^{[F1}NHS England] which shall 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 contract; and
- (g) any proposals the contractor may have for private services as an alternative to the services proposed under the contract, including particulars of the cost to the patient if he 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 contract, the contractor shall ensure that the patient signs the treatment plan in the appropriate place to indicate that he has understood the nature of private services to be provided and his acceptance of those services.

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

(4) Subject to paragraph 6(5), the contractor shall 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 shall 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 10; or
- (b) the patient has requested that he be provided with written details of the course of treatment to be provided or that has been provided to him, whether or not he specifically requests a treatment plan.

(6) Where a patient requests the contractor to provide him with a summary of the care and treatment provided under the treatment plan because he intends to receive services from another contractor, the contractor shall provide him with such a summary as he 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) shall be supplied to the patient on a form supplied for that purpose by ^{[F1}NHS England] within 28 days of that request.

[^{F2}(8) Where, by virtue of this paragraph, a person is required to include anything in a treatment plan or a summary, or to ensure a patient signs a treatment plan, but as a consequence of a disease being, or in anticipation of a disease being imminently—

- (a) pandemic; and
- (b) a serious risk or potentially a serious risk to human health,

the Secretary of State has made an announcement to the effect that, in order to assist in the management of the serious risk or potentially serious risk to human health, for the period specified in the announcement, that requirement is to be waived or modified in the manner specified in the announcement, that requirement is waived or is as modified in the specified manner for the specified period.

(9) Modifications under sub-paragraph (8) may include modifications imposing requirements on a person other than the person who, but for the announcement, would be required to include anything in a treatment plan or a summary or to ensure a patient signs a treatment plan.

(10) An announcement under sub-paragraph (8) may be withdrawn or amended at any time.]

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**
- F2** [Sch. 3 para. 7\(8\)-\(10\) inserted \(14.9.2020\) by The National Health Service \(Coronavirus\) \(Charges and Further Amendments Relating to the Provision of Primary Care Services During a Pandemic etc.\) Regulations 2020 \(S.I. 2020/885\)](#), regs. 1(2), **9(2)**

Completion of courses of treatment

8.—(1) The contractor shall indicate on the form supplied by [^{F1}NHS England] pursuant to paragraph 38 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 [^{F1}NHS England]—
- (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 shall be entitled to exercise its powers under paragraph 59(2) on the grounds that the contractor is not, pursuant to paragraph 6(2), using its best endeavours to ensure courses of treatment are completed.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), **Sch. para. 1**

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

9.—(1) Where a patient requires advanced mandatory services, domiciliary services or sedation services that are not provided under the contract by the contractor, it shall, 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 shall provide—
- (a) to the patient being referred, a referral notice on a form supplied for that purpose by [^{F1}NHS England] which shall 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 7;
 - (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 does not wish to be referred to the alternative contractor, hospital or other relevant service provider selected by the contractor, the contractor shall, 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.

Textual Amendments

- F1** Words in Regulations substituted (6.11.2023) by [The Health and Care Act 2022 \(Further Consequential Amendments\) \(No. 2\) Regulations 2023 \(S.I. 2023/1071\)](#), reg. 1(1), [Sch. para. 1](#)

Mixing of services provided under the contract with private services

10.—(1) Subject to sub-paragraph (2) and the requirements in paragraphs 2 (referral services) and 6 (orthodontic treatment plans) of Schedule 1 and paragraph 7(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 contract 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 contract; and
 - (ii) the orthodontic treatment wholly privately or wholly under the contract.
- (3) A contractor shall 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 case are not available from the contractor under the contract; or
 - (b) seek to mislead the patient about the quality of the services available under the contract.
- (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.

Repair or replacement of restorations

11.—(1) Subject to sub-paragraph (5), where a restoration specified in sub-paragraph (2) needs to be repaired or replaced the contractor shall 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 contract, 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 shall apply notwithstanding that no charge is made or recovered in accordance with the NHS Charges Regulations.

(4) The band in which a restoration specified in sub-paragraph (2) falls shall be determined in accordance with the NHS Charges Regulations [^{F3}and, if such restoration falls within a Band 2 course of treatment, the applicable sub-band for the purpose of calculating the appropriate number of units of dental activity shall be determined in accordance with Parts 1 and 1A of Schedule 2].

(5) Sub-paragraph (1) shall 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 it was recorded 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 12 month period beginning on the date on which the restoration was provided, and ceasing twelve months after that date.

Textual Amendments

F3 Words in [Sch. 3 para. 11\(4\)](#) inserted (25.11.2022) by [The National Health Service \(Primary Dental Services\) \(Amendment\) Regulations 2022 \(S.I. 2022/1132\)](#), regs. 1(1), **2(3)**

Premises, facilities and equipment

12.—(1) The contractor shall ensure that the practice premises used for the provision of services under the contract 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 shall provide, in relation to all of the services to be provided under the contract, such other facilities and equipment as are necessary to enable it to properly perform that service.

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

Changes to legislation: There are currently no known outstanding effects for the The National Health Service (General Dental Services Contracts) Regulations 2005, PART 2. (See end of Document for details)

Modifications etc. (not altering text)

- C1** Sch. 3 para. 12 modified (3.1.2006) by [The General Dental Services and Personal Dental Services Transitional Provisions Order 2005 \(S.I. 2005/3435\)](#), arts. 1(1), **12**

Telephone services

13.—(1) The contractor shall 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 contract; 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.

National Institute for Clinical Excellence guidance

14. The contractor shall provide services under the contract in accordance with any relevant guidance that is issued by the National Institute for Clinical Excellence^{M1}, in particular the guidance entitled “Dental recall - Recall interval between routine dental examinations”^{M2}.

Marginal Citations

- M1** The National Institute for Clinical Excellence is established as a Special Health Authority under section 11 of the Act ([S.I. 1999/220](#), as amended by [S.I. 1999/2219](#), [2002/1760](#) and [2005/497](#)).
- M2** This guidance is available from NICE's website, www.nice.org.uk.

Infection control

15. The contractor shall ensure that it has appropriate arrangements for infection control and decontamination.

Treatment under general anaesthesia: prohibition

16. The contractor shall not provide any services under the contract that involve the provision of general anaesthesia.

Changes to legislation:

There are currently no known outstanding effects for the The National Health Service (General Dental Services Contracts) Regulations 2005, PART 2.