

2006 No. 596

NATIONAL HEALTH SERVICE, ENGLAND

**The Functions of Primary Care Trusts and Strategic Health
Authorities and the NHS Business Services Authority (Awdurdod
Gwasanaethau Busnes y GIG) (Primary Dental Services) (England)
Regulations 2006**

<i>Made</i> - - - -	<i>3rd March 2006</i>
<i>Laid before Parliament</i>	<i>10th March 2006</i>
<i>Coming into force</i> - -	<i>1st April 2006</i>

The Secretary of State for Health makes the following Regulations in exercise of the powers conferred on her by sections 16, 16B, 18(3) and 126(4) of the National Health Service Act 1977(a).

Citation, commencement and interpretation

1.—(1) These Regulations may be cited as the Functions of Primary Care Trusts and Strategic Health Authorities and the NHS Business Services Authority (Awdurdod Gwasanaethau Busnes y GIG) (Primary Dental Services) (England) Regulations 2006 and shall come into force on 1st April 2006.

(2) In these Regulations—

“the 1977 Act” means the National Health Service Act 1977;

“the Authority” means the NHS Business Services Authority established by the NHS Business Services Authority (Awdurdod Gwasanaethau Busnes y GIG) (Establishment and Constitution) Order 2005(b);

“GDS Contract” means a contract under section 28K of the 1977 Act (general dental services contracts)(c);

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

“PDS Agreement” means an agreement for primary dental services under section 28C of the 1977 Act (personal medical or dental services)(e); and

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- (a) 1977 c.49. Section 16 was substituted by the Health Act 1999 (c.8) (“the 1999 Act”) and has been amended by the National Health Service Reform and Health Care Professions Act 2002 (c.17), Schedule 1, Part 1, paragraphs 1 and 3 to 5. Section 16B was inserted into the 1977 Act by section 17(1) of the Health and Social Care (Community Health and Standards) Act 2003 (c.43) (“the 2003 Act”). Section 18(3) has been amended by the Health Authorities Act 1995 (c.17), Schedule 1, paragraph 9(b) and (c), and the 1999 Act, section 12(4).
- (b) S.I. 2005/2414.
- (c) Section 28K was inserted into the 1977 Act by section 172(1) of the 2003 Act.
- (d) S.I. 2005/3361.
- (e) Section 28C was inserted into the 1977 Act by section 21(1) of the National Health Service (Primary Care) Act 1997 (c.46) and has been amended by the 2002 Act, Schedule 3, Part 1, and the 2003 Act, Schedule 11, paragraphs 7 and 14 and Schedule 14, Part 4.

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

(3) In relation to a PDS Agreement, unless the context otherwise requires, any reference to a Relevant Body or contractor shall have the same meaning as in regulation 2 of the National Health Service (Personal Dental Services Agreements) Regulations 2005(b).

Functions of Primary Care Trusts and Strategic Health Authorities exercisable by the Authority

2.—(1) The functions of a Primary Care Trust or a Strategic Health Authority (as a Relevant Body) relating to primary dental services in England under the provisions specified in column 1 of the Schedule in respect of the matters indicated in column 2 of that Schedule are to be exercised by the Authority.

(2) The Authority shall exercise the functions set out in column 3 of the Schedule which are ancillary, related or supplemental to the functions set out in column 2 of that Schedule.

(3) In the case of the function of a Primary Care Trust of making payments under Directions under—

- (a) section 28N of the 1977 Act, as regards GDS Contracts, referred to in entry 1(a) of column 2 of the Schedule; and
- (b) section 28E(3A) and (3B), as regards PDS Agreements, referred to in entry 2(a) of column 2 of the Schedule,

the Primary Care Trust may only itself exercise the function where the Authority is unable to do so for reasons other than a failure by the Primary Care Trust to co-operate in a reasonable manner with it.

(4) In so far as these Regulations provide for the Authority to exercise a function under paragraph (1) and column 2 of the Schedule—

- (a) any act or omission of the Authority in the exercise of the function shall be treated solely as an act or omission of the Primary Care Trust or the Relevant Body; and
- (b) any obligation, right or liability arising from the terms of the GDS Contract or PDS Agreement which give effect to the functions specified in column 1 of the Schedule remain solely with the Primary Care Trust or Relevant Body and shall not transfer to the Authority notwithstanding that the function is exercisable or was exercised by the Authority.

(5) The contractor may not refuse to carry out any obligation or requirement or claim for breach of contract under the terms of the GDS Contract or PDS Agreement on the ground that the Primary Care Trust or Relevant Body has failed to comply with an obligation or requirement under the terms of that Contract or Agreement if the Authority has exercised the function which gave rise to that obligation or requirement.

(6) Except as provided in paragraph (7), where the Authority is given the function under these Regulations of receiving or being given access to records, forms, documents or information, or of requesting any such record, form, document or information, the contractor shall—

- (a) send or give access to such records, forms, documents or information to the Authority; and
- (b) upon sending or giving access to such records, forms, documents or information to the Authority, be treated as having complied with the terms of the GDS Contract or PDS Agreement which give rise to the obligation or requirement to do so.

(7) Where a Primary Care Trust or Relevant Body requests under the GDS Contract or PDS Agreement the contractor to send or give access to records, forms, documents or information under paragraph 35, 37 or 44 of Schedule 3 to the GDS Contracts Regulations, or paragraph 36, 38 or 44 of Schedule 3 to the PDS Agreements Regulations, the contractor shall send or give access to such records, forms, documents or information to the Primary Care Trust or Relevant Body notwithstanding the fact that it may have provided that record, form, document or information to the Authority or may be under an obligation to do so.

(a) S.I. 2005/3373.
(b) S.I. 2005/3373.

Signed by authority of the Secretary of State for Health

3rd March 2006

Rosie Winterton
Minister of State,
Department of Health

SCHEDULE

Regulation 2(1) and (2)

Functions of Primary Care Trusts and Strategic Health Authorities exercisable by the Authority

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Provision	Function	Ancillary, Related or Supplemental Functions
National Health Service Act 1977(a)—		
1. Directions under section 28N in respect of the payments to be made under GDS Contracts.	<p>(a) The making of payments to the contractor which are required to be paid under the directions.</p> <p>(b) Adjusting the amount of payments to the contractor, as required by the directions, by the annual uplift in respect of each financial year that is determined by the Secretary of State following consideration of a recommendation by the Doctors' and Dentists' Review Body.</p> <p>(c) Providing a monthly payment schedule to the contractor in respect of the payments made to the contractor under the GDS Contract.</p>	<p>(a) Providing a monthly payment schedule, which under the directions must be sent to the contractor, to the Primary Care Trust in respect of the payments made to the contractor under the GDS Contract.</p> <p>(b) After the end of each financial year, providing an annual reconciliation statement to the Primary Care Trust about the payments made to the contractor under the GDS Contract in respect of that financial year, and by a date which allows the Primary Care Trust sufficient time to prepare the contractor's Annual Reconciliation Report, required under the directions.</p>

(a) Sections 28N and 28Y were inserted by section 172(1) and 180 respectively of the 2003 Act. Section 28E(3A) was inserted by section 177(1) of the 2003 Act.

2.	Directions under section 28E(3A) and (3B) in respect of the payments to be made under PDS Agreements.	<p>(a) The making of payments to the contractor which are required to be paid under the directions.</p> <p>(b) Adjusting the amount of payments to the contractor, as required by the directions, by the annual uplift in respect of each financial year that is determined by the Secretary of State following consideration of a recommendation by the Doctors' and Dentists' Review Body.</p> <p>(c) Providing a monthly payment schedule to the contractor in respect of the payments made to the contractor under the PDS Agreement.</p>	<p>(a) Providing a monthly payment schedule, which under the directions must be sent to the contractor, to the Relevant Body in respect of the payments made to the contractor under the PDS Agreement.</p> <p>(b) After the end of each financial year, providing an annual reconciliation statement to the Relevant Body about the payments made to the contractor under the PDS Agreement in respect of that financial year, and by a date which allows the Relevant Body sufficient time to prepare the contractor's Annual Reconciliation Report, required under the directions.</p>
3.	Section 28Y(assistance and support)	The making of payments under the section to the contractor or person proposing to provide services that the Primary Care Trust has determined that it is to make.	<p>(a) Providing the Primary Care Trust with information received from a contractor or person proposing to provide services to enable that Trust to make a determination in respect of the provision of assistance or support under the section.</p> <p>(b) Providing timely reports to the Primary Care Trust in respect of any information which it discovers in the course of or as a consequence of making payments to the contractor under the section (or as a result of ancillary, related or supplemental functions) and which it considers might be evidence of a breach of contract, an unlawful activity or an irregularity or which is otherwise unusual.</p> <p>(c) Providing timely reports to the Primary Care Trust in respect of any payments made to a person proposing to</p>

			provide services.
	The National Health Service (Performers Lists) Regulations 2004(a)		
4.	Determination under regulation 13(17) (suspension).	The making of payments under the determination which are required to be paid to the contractor or to a performer of primary dental services who is suspended from a dental performers list.	Providing timely reports to the Primary Care Trust in respect of any information which it discovers in the course of or as a consequence of making payments under the determination and which it considers might be evidence of a breach of contract, an unlawful activity or an irregularity or which is otherwise unusual.
	The National Health Service (General Dental Services Contracts) Regulations 2005(b)—		
5.	Regulation 21(1) and (2) (finance).	The making of payments to the contractor which are required to be paid under the GDS Contract other than those payable under directions made under section 28N.	Providing timely reports to the Primary Care Trust in respect of any information which it discovers in the course of or as a consequence of making payments to the contractor under the GDS Contract, including under the directions made under section 28N (or as a result of ancillary, related or supplemental functions), and which it considers might be evidence of a breach of contract, an unlawful activity or an irregularity or which is otherwise unusual.
	Schedule 1		
6.	Paragraph 8(2) and (3) (completion of orthodontic courses of treatment).	<p>Requesting and receiving from the contractor—</p> <p>(a) the reasons for failure to complete one or more orthodontic courses of treatment and determining the period within which the contractor must comply with that request; and</p> <p>(b) further information or clarification of information where appropriate.</p>	<p>(a) Processing, assessing and monitoring the information received from the contractor in respect of the forms completed pursuant to paragraph 38 of Schedule 3 to the GDS Contracts Regulations for the purpose of analysing the number of orthodontic courses of treatment which have not been completed and the reasons for incomplete treatments.</p> <p>(b) Providing reports to the Primary Care Trust on the information received from the</p>

(a) S.I. 2004/585; amended by S.I. 2004/2694 and 2005/502, 893 and 3491.

(b) S.I. 2005/3361.

			<p>contractor pursuant to paragraph 8(2) of Schedule 1 to the GDS Contracts Regulations which shall include an assessment of the information sufficient to enable the Primary Care Trust to determine whether the number of courses of treatment which are not complete is excessive and whether the reasons given by the contractor are satisfactory.</p> <p>(c) Providing timely reports to the Primary Care Trust in respect of the information received from the contractor pursuant to paragraph 8(2) of Schedule 1 to the GDS Contracts Regulations which the Authority considers might be evidence of a breach of contract, an unlawful activity or an irregularity or which is otherwise unusual.</p>
	Schedule 3		
7.	Paragraph 8 (completion of treatment).	<p>Requesting and receiving from the contractor—</p> <p>(a) the reasons for failure to complete one or more courses of treatment; and</p> <p>(b) further information or clarification of information where appropriate.</p>	<p>(a) Processing, assessing and monitoring the information received from the contractor in respect of the forms completed pursuant to paragraph 38 of Schedule 3 to the GDS Contracts Regulations for the purpose of analysing the number of courses of treatment which have not been completed and the reasons for incomplete treatments.</p> <p>(b) Providing reports to the Primary Care Trust in respect of the information received from the contractor relating to incomplete courses of treatment which shall include an assessment of the information to enable the Trust to determine whether the number of courses of treatment which are not complete is excessive and whether the reasons given by the contractor are satisfactory.</p> <p>(c) Providing timely reports to the Primary Care Trust in</p>

			respect of the information received from the contractor relating to incomplete courses of treatment which the Authority considers might be evidence of a breach of contract, an unlawful activity or an irregularity or which is otherwise unusual.
8.	Paragraph 35 (provision of and access to information).	<p>(a) Requesting and receiving from the contractor the information specified in paragraph 35(2) and requesting further information if appropriate.</p> <p>(b) Authorising persons in writing to request and receive such information.</p>	<p>(a) Processing, assessing and monitoring the information received pursuant to paragraph 35(2) of Schedule 3 to the GDS Contracts Regulations, in particular for the purposes of the prevention, investigation and detection of fraud or other unlawful activities.</p> <p>(b) Preparing and sending to the Primary Care Trust the information received pursuant to paragraph 35(2) of Schedule 3 to the GDS Contracts Regulations in the Trust's required format.</p> <p>(c) Providing timely reports to the Primary Care Trust in respect of the information received pursuant to paragraph 35(2) of Schedule 3 to the GDS Contracts Regulations which the Authority considers might be evidence of a breach of contract, an unlawful activity or an irregularity or which is otherwise unusual.</p>
9.	Paragraph 37(1) and (3) (inquiries about referrals and appointment of qualified dental practitioner).	<p>(a) Making inquiries (oral or in writing) to the contractor (and receiving responses) concerning—</p> <p>(i) the referral by or on behalf of the contractor of any patient for any other services provided under the 1977 Act, or</p> <p>(ii) the considerations by which the contractor makes such referrals or provides for them to be made on its behalf.</p> <p>(b) Appointing qualified dental practitioners to assist it in the exercise of its functions under</p>	<p>(a) Processing, assessing and monitoring the information received pursuant to paragraph 37(1) of Schedule 3 to the GDS Contracts Regulations, in particular for the purposes of the prevention, investigation and detection of fraud or other unlawful activities.</p> <p>(b) Providing the Primary Care Trust with regular reports, based on the information received pursuant to paragraph 37(1) of Schedule 3 to the GDS Contracts Regulations and other relevant information available to the Authority,</p>

		<p>this provision.</p>	<p>concerning referrals (and which may include matters relating to prescription forms and the issue of such forms) to enable the Primary Care Trust to discharge its functions under the 1977 Act.</p> <p>(c) Providing the contractor with regular reports, based on the information received pursuant to paragraph 37(1) of Schedule 3 to the GDS Contracts Regulations and other relevant information available to the Authority, concerning referrals (and which may include matters relating to prescription forms and the issue of such forms) to assist it in the discharge of its obligations under the GDS Contract.</p> <p>(d) Providing timely reports to the Primary Care Trust in respect of the information received pursuant to paragraph 37(1) of Schedule 3 to the GDS Contracts Regulations which the Authority considers might be evidence of a breach of contract, an unlawful activity or an irregularity or which is otherwise unusual.</p>
10.	<p>Paragraph 38 (notification of a course of treatment, orthodontic course of treatment etc.).</p>	<p>(a) Receiving from the contractor completed forms issued by the Primary Care Trust in accordance with paragraph 38.</p> <p>(b) Requesting and receiving from the contractor further information relating to incomplete or wrongly completed forms where appropriate.</p>	<p>(a) Processing, assessing and monitoring the information received pursuant to paragraph 38 of Schedule 3 to the GDS Contracts Regulations, in particular for the purposes of—</p> <p>(i) monitoring the performance of the contractor, and</p> <p>(ii) the prevention, investigation and detection of fraud or other unlawful activities.</p> <p>(b) Providing monthly reports to the Primary Care Trust and the contractor based on the information provided pursuant to paragraph 38 of Schedule 3 to the GDS Contracts</p>

			<p>Regulations and setting out in particular—</p> <p>(i) the number of units of dental and orthodontic activity provided by the contractor during the month and the current total for the year,</p> <p>(ii) information relating to courses of treatment and case assessments provided by the contractor,</p> <p>(iii) information relating to patient charges, in particular the total amount levied and the number and type of patient charge declarations submitted, and</p> <p>(iv) information regarding patients treated, in particular the number of patients and their age and sex.</p> <p>(c) Providing timely reports to the Primary Care Trust in respect of the information received pursuant to paragraph 38 of Schedule 3 to the GDS Contracts Regulations which the Authority considers might be evidence of a breach of contract, an unlawful activity or an irregularity or which is otherwise unusual.</p>
11.	Paragraph 39(1) (annual report).		<p>Providing an annual report to the Primary Care Trust being an amalgamation of the information provided in the monthly reports for the year referred to in entry 10(b) of column 3 and which must contain sufficient detailed information to enable the Primary Care Trust to provide an annual report in accordance with paragraph 39(1) of Schedule 3 to the GDS Contracts Regulations.</p>
12.	Paragraph 44 (entry and inspection).	Authorising persons in writing to enter and inspect practice premises.	<p>(a) Processing, assessing and monitoring the information and evidence obtained pursuant to paragraph 44 of Schedule 3 to the GDS Contracts Regulations.</p>

			<p>(b) Providing a report to the Primary Care Trust based upon the information and evidence obtained pursuant to paragraph 44 of Schedule 3 to the GDS Contracts Regulations, in particular setting out any information that the Authority considers might be evidence of a breach of contract, an unlawful activity or an irregularity or which is otherwise unusual.</p>
13.	Paragraph 58(3) and regulation 24(3) (mid-year reviews).		<p>(a) Providing a mid-year report to the Primary Care Trust by 15th October in each year in respect of GDS Contracts that commence on 1st April—</p> <p>(i) setting out the number of units of dental and orthodontic activity provided by the contractor between 1st April and 30th September, and</p> <p>(ii) the percentage of the total number of units of dental or orthodontic activity required to be provided during the financial year that the number in paragraph (i) represents.</p> <p>(b) Providing a mid-year report to the Primary Care Trust by a date notified by the Trust in respect of GDS Contracts that do not commence on 1st April—</p> <p>(i) setting out the number of units of dental and orthodontic activity provided by the contractor in the period specified by the Trust in its notification, and</p> <p>(ii) the percentage of the total number of units of dental or orthodontic activity required to be provided during the financial year that the number in paragraph (i) represents.</p>
14.	Paragraph 59 (action following		Providing the Primary Care

	a mid-year review).		Trust with such information as it may require and which the Authority may hold as a consequence of its exercise of functions specified in this Schedule when requested to enable that Trust to make a determination in accordance with paragraph 59(2) of Schedule 3 to the GDS Contracts Regulations.
The National Health Service (Personal Dental Services Agreements) Regulations 2005(a)			
15.	Regulation 17(1) and (2) (finance).	Where the contractor is not a Primary Care Trust, the making of payments to the contractor which are required to be paid under the PDS Agreement other than those payable under directions made under section 28E(3A) and (3B).	Providing timely reports to the Relevant Body in respect of any information which it discovers in the course of or as a consequence of making payments to the contractor under the PDS Agreement, including under the directions made under section 28E(3A) and (3B) (or as a result of ancillary, related or supplemental functions), and which it considers might be evidence of a breach of contract, an unlawful activity or an irregularity or which is otherwise unusual.
	Schedule 1		
16.	Paragraph 8(2) and (3) (completion of orthodontic courses of treatment).	Requesting and receiving from the contractor— (a) the reasons for failure to complete one or more orthodontic courses of treatment and determining the period within which the contractor must comply with that request; and (b) further information or clarification of information where appropriate.	(a) Processing, assessing and monitoring the information received from the contractor in respect of the forms completed pursuant to paragraph 39 of Schedule 3 to the PDS Agreements Regulations for the purpose of analysing the number of orthodontic courses of treatment which have not been completed and the reasons for incomplete treatments. (b) Providing reports to the Relevant Body where the Relevant Body is a Primary Care Trust or the contractor where the contractor is a Primary Care Trust on the information received from the contractor pursuant to

(a) S.I. 2005/3373.

			<p>paragraph 8(2) of Schedule 1 to the PDS Agreements Regulations which shall include an assessment of the information sufficient to enable the Trust to determine whether the number of courses of treatment which are not complete is excessive and whether the reasons given by the contractor are satisfactory.</p> <p>(c) Providing timely reports to the Relevant Body where the Relevant Body is a Primary Care Trust or the contractor where the contractor is a Primary Care Trust in respect of the information received from the contractor pursuant to paragraph 8(2) of Schedule 1 to the PDS Agreements Regulations which the Authority considers might be evidence of a breach of contract, an unlawful activity or an irregularity or which is otherwise unusual.</p>
	Schedule 3		
17.	Paragraph 9 (completion of courses of treatment).	<p>Requesting and receiving from the contractor—</p> <p>(a) the reasons for failure to complete one or more courses of treatment; and</p> <p>(b) further information or clarification of information where appropriate.</p>	<p>(a) Processing, assessing and monitoring the information received from the contractor in respect of the forms completed pursuant to paragraph 39 of Schedule 3 to the PDS Agreements Regulations for the purpose of analysing the number of courses of treatment which have not been completed and the reasons for incomplete treatments.</p> <p>(b) Providing reports to the Relevant Body where the Relevant Body is a Primary Care Trust or the contractor where the contractor is a Primary Care Trust in respect of the information received from the contractor relating to incomplete courses of treatment which shall include an assessment of the information sufficient to enable the Trust to determine whether the number of courses of treatment which are not</p>

			<p>complete is excessive and whether the reasons given by the contractor are satisfactory.</p> <p>(c) Providing timely reports to the Relevant Body where the Relevant Body is a Primary Care Trust or the contractor where the contractor is a Primary Care Trust in respect of the information received from the contractor relating to incomplete courses of treatment which the Authority considers might be evidence of a breach of contract, an unlawful activity or an irregularity or which is otherwise unusual.</p>
18.	Paragraph 36 (provision of and access to information).	<p>(a) Requesting and receiving from the contractor the information specified in paragraph 36(2) and requesting further information if appropriate.</p> <p>(b) Authorising persons in writing to request and receive such information.</p>	<p>(a) Processing, assessing and monitoring the information received pursuant to paragraph 36(2) of Schedule 3 to the PDS Agreements Regulations, in particular for the purposes of the prevention, investigation and detection of fraud or other unlawful activities.</p> <p>(b) Preparing and sending to the Relevant Body where the Relevant Body is a Primary Care Trust or the contractor where the contractor is a Primary Care Trust the information received pursuant to paragraph 36(2) of Schedule 3 to the PDS Agreements Regulations, in the Trust's required format.</p> <p>(c) Providing timely reports to the Relevant Body where the Relevant Body is a Primary Care Trust or the contractor where the contractor is a Primary Care Trust in respect of the information received pursuant to paragraph 36(2) of Schedule 3 to the PDS Agreements Regulations which the Authority considers might be evidence of a breach of contract, an unlawful activity or an irregularity or which is otherwise unusual.</p>

19.	Paragraph 38(1) and (3) (inquiries about referrals and appointment of qualified dental practitioner).	<p>(a) Making inquiries (oral or in writing) to the contractor (and receiving responses) concerning—</p> <p>(i) the referral by or on behalf of the contractor of any patient for any other services provided under the 1977 Act, or</p> <p>(ii) the considerations by which the contractor makes such referrals or provides for them to be made on its behalf.</p> <p>(b) Appointing qualified dental practitioners to assist it in the exercise of its functions under this provision.</p>	<p>(a) Processing, assessing and monitoring the information received pursuant to paragraph 38(1) of Schedule 3 to the PDS Agreements Regulations, in particular for the purposes of the prevention, investigation and detection of fraud or other unlawful activities.</p> <p>(b) Providing the Relevant Body where the Relevant Body is a Primary Care Trust or the contractor where the contractor is a Primary Care Trust with regular reports, based on the information received pursuant to paragraph 38(1) of Schedule 3 to the PDS Agreements Regulations and other relevant information available to the Authority, concerning referrals (and which may include matters relating to prescription forms and the issue of such forms) to enable the Primary Care Trust to discharge its functions under the 1977 Act.</p> <p>(c) Providing the contractor where the contractor is not a Primary Care Trust with regular reports, based on the information received pursuant to paragraph 38(1) of Schedule 3 to the PDS Agreements Regulations and other relevant information available to the Authority, concerning referrals (and which may include matters relating to prescription forms and the issue of such forms) to assist it in the discharge of its obligations under the PDS Agreement.</p> <p>(d) Providing timely reports to the Relevant Body where the Relevant Body is a Primary Care Trust or the contractor where the contractor is a Primary Care Trust in respect of the information received pursuant to paragraph 38(1) of Schedule 3 to the PDS</p>
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			Agreements Regulations which the Authority considers might be evidence of a breach of contract, an unlawful activity or an irregularity or which is otherwise unusual.
20.	Paragraph 39 (notification of a course of treatment, orthodontic course of treatment etc.).	<p>(a) Receiving from the contractor completed forms issued by the Primary Care Trust in accordance with paragraph 39.</p> <p>(b) Requesting and receiving from the contractor further information relating to incomplete or wrongly completed forms where appropriate.</p>	<p>(a) Processing, assessing and monitoring the information received pursuant to paragraph 39 of Schedule 3 to the PDS Agreements Regulations, in particular for the purposes of—</p> <p>(i) monitoring the performance of the contractor, and</p> <p>(ii) the prevention, investigation and detection of fraud or other unlawful activities.</p> <p>(b) Providing monthly reports to the Relevant Body and the contractor based on the information provided pursuant to paragraph 39 of Schedule 3 to the PDS Agreements Regulations and setting out in particular—</p> <p>(i) the number of units of dental and orthodontic activity provided by the contractor during the month and the current total for the year,</p> <p>(ii) information relating to courses of treatment and case assessments provided by the contractor,</p> <p>(iii) information relating to patient charges, in particular the total amount levied and the number and type of patient charge declarations submitted, and</p> <p>(iv) information regarding patients treated, in particular the number of patients and their age and sex.</p> <p>(c) Providing timely reports to the Relevant Body where the</p>

			Relevant Body is a Primary Care Trust or the contractor where the contractor is a Primary Care Trust in respect of the information received pursuant to paragraph 39 of Schedule 3 to the PDS Agreements Regulations which the Authority considers might be evidence of a breach of contract, an unlawful activity or an irregularity or which is otherwise unusual.
21.	Paragraph 40(1) (annual report).		Providing an annual report to the Relevant Body being an amalgamation of the information provided in the monthly reports for the year referred to in entry 20 (b) of column 3 and which must contain sufficient detailed information to enable the Relevant Body to provide an annual report in accordance with paragraph 40(1) of Schedule 3 to the PDS Agreements Regulations.
22.	Paragraph 44 (entry and inspection).	Authorising persons in writing to enter and inspect practice premises.	<p>(a) Processing, assessing and monitoring the information and evidence obtained pursuant to paragraph 44 of Schedule 3 to the PDS Agreements Regulations.</p> <p>(b) Providing a report to the Relevant Body where the Relevant Body is a Primary Care Trust or the contractor where the contractor is a Primary Care Trust based upon the information and evidence obtained pursuant to paragraph 44 of Schedule 3 to the PDS Agreements Regulations, in particular setting out any information that the Authority considers might be evidence of a breach of contract, an unlawful activity or an irregularity or which is otherwise unusual.</p>
23.	Paragraph 58(3) and regulation 20(3) (mid-year reviews).		(a) Providing a mid-year report to the Relevant Body by 15th October in each year in respect of PDS Agreements that commence on 1st April—

			<p>(i) setting out the number of units of dental and orthodontic activity provided by the contractor between 1st April and 30th September, and</p> <p>(ii) the percentage of the total number of units of dental or orthodontic activity required to be provided during the financial year that the number in paragraph (i) represents.</p> <p>(b) Providing a mid-year report to the Relevant Body by a date notified by the Primary Care Trust in respect of PDS Agreements that do not commence on 1st April—</p> <p>(i) setting out the number of units of dental and orthodontic activity provided by the contractor in the period specified by the Trust in its notification, and</p> <p>(ii) the percentage of the total number of units of dental or orthodontic activity required to be provided during the financial year that the number in paragraph (i) represents.</p>
24.	Paragraph 59 (action following mid-year review).		Providing the Relevant Body with such information as it may require and which the Authority may hold as a consequence of the exercise of functions specified in this Schedule when requested to enable the Relevant Body to make a determination in accordance with paragraph 59(2) of Schedule 3 to the PDS Agreements Regulations.
The National Health Service (Dental Charges) Regulations 2005(a)			
25.	Regulation 7 (conditions for exemption under the Act).	(a) Requiring the supply of, and receiving, specified and non-specified evidence.	(a) Processing, assessing and monitoring the information received pursuant to paragraph 1(1) of Schedule 12ZA to the

(a) S.I. 2005/3477.

		(b) Inspection, consideration of non-specified evidence in respect of a person falling within a specified category and determining whether such evidence is acceptable.	1977 Act. (b) Providing timely reports to the Primary Care Trust in respect of the information received pursuant to paragraph 1(1) of Schedule 12ZA to the 1977 Act which the Authority considers might be evidence of a breach of contract, an unlawful activity or an irregularity or which is otherwise unusual.
National Health Service Pension Scheme Regulations 1995(a)			
26.	Regulations D1 and D2 (contributions by members and by employing authorities), as applied by virtue of regulation R1 (practitioners and trainee practitioners) with the modifications set out in Schedule 2 (medical and dental practitioners).	(a) The making of deductions of member's contributions of practitioners from payments made under a GDS Contract or PDS Agreement. (b) The paying of those member's contributions that the employing authority has deducted to the Secretary of State. (c) The receiving of member's contributions of vocational trainees from the holder of a GDS Contract or PDS Agreement, and the paying of those member's contributions to the Secretary of State. (d) The making of the contributions (including additional contributions) to the scheme that the employing authority must make, which relate to those members' contributions of practitioners and vocational trainees, and the paying of those employing authority contributions to the Secretary of State. (e) The functions of the employing authority of receiving notices under paragraph 5A of Schedule 2, extending the deadline for the reception of those notices, accepting replacement notices in	(a) The making of a determination of whether or not a notice under paragraph 5A of Schedule 2 is invalid. (b) Providing timely reports to the Secretary of State or, where appropriate, the employing authority, in respect of any information which it discovers in the course of or as a consequence of performing functions under the Regulations, including regulation U3(5) (or as a result of ancillary, related or supplemental functions), and which it considers might be evidence of a breach of contract, an unlawful activity or an irregularity or which is otherwise unusual.

(a) S.I. 1995/300.

		appropriate circumstances, and varying amounts specified in those notices in appropriate circumstances.	
27.	Regulation U3(5) (accounts and actuarial reports).	The keeping of records in respect of contributions deducted and made, and the provision of a statement to the Secretary of State in respect of those matters.	
The National Health Service Pension Scheme (Additional Voluntary Contributions) Regulations 2000(a)			
28.	Regulation 4 (payment and amount of additional voluntary contributions).	<p>(a) The making of deductions from payments made under a GDS Contract or PDS Agreement in respect of money purchase additional voluntary contributions payable to a provider of a free-standing additional voluntary contributions scheme and owed by a practitioner member of the NHS pension scheme.</p> <p>(b) The remission of those contributions to the Secretary of State (in practice, they are sent directly to the provider of the free-standing additional voluntary contributions scheme).</p>	Providing timely reports to, as appropriate, the Secretary of State, the provider of the free-standing additional voluntary contributions scheme or the employing authority, in respect of any information which it discovers in the course of or as a consequence of performing functions under the Regulations, and which it considers might be evidence of a breach of contract, an unlawful activity or an irregularity or which is otherwise unusual.

(a) S.I. 2000/619.

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations, relating to the provision of dental services, provide for functions of Primary Care Trusts (including their functions as a Relevant Body or employing authority) and Strategic Health Authorities (as Relevant Bodies) in England to be exercised by the NHS Business Services Authority (“the Authority”).

Regulation 2(1) and column 2 of the Schedule set out the functions which are to be exercised by the Authority in respect of the provisions specified in column 1.

Regulation 2(2) and column 3 of the Schedule set out the functions which are ancillary, related or supplemental to the functions set out in column 2 of the Schedule and which are to be exercised by the Authority.

Regulation 2(3) makes provision limiting the exercise of the function of a Primary Care Trust in respect of making payments under Directions made under section 28N or 28E(3A) and (3B) of the National Health Service Act 1977 except in a case where the Authority is unable to exercise the function.

Regulation 2(4) to (7) makes provision in respect of obligations, rights or liabilities arising from a GDS Contract or PDS Agreement in respect of which the functions specified in these Regulations are exercisable by the Authority.

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