

## Draft Pharmacy Decisions 2024

| Area of Decision  | Delivery Assurance Manager<br>R- recommendation<br>D- decision | Pharmacy group<br>R- recommendation<br>D- decision | PCC<br>Committee | Policy handbook |
|---|--|--|------------------|-----------------|
| <b>Managing and determining applications for inclusion on the Pharmaceutical List</b>   |  |  |                  |                 |
| Reg 24- determination of application (no significant change relocation)                 | X  | D  | X                | Chapter 17&22   |
| Reg 25- determination of application (distance selling pharmacies)                      | X  | D  | X                | Chapter 18      |
| Reg 26(1)- determination of application (change of ownership)                           | D  | X  | X                | Chapter 19      |
| Reg 26(2)- determination of application (no significant relocation/change of ownership) | X  | D  | X                | Chapter 21&22   |
| Reg 26A- preliminary matters  | D  | X  | X                | Chapter 20      |
| Reg 27- determination of application (for temp listing arising out of suspension)       | X  | D  | X                | Chapter 25      |
| Reg 28- determination of application (right of return to pharm list)                    | D  | X  | X                | Chapter 26      |
| Reg 29- determination of application (temp arrangements due to emergencies)             | D  | X  | X                | Chapter 27      |
| Reg 31- refusal: same or adjacent premises  | X  | D  | X                |                 |
| Sch 2, para 1(10)- whether best estimate is acceptable                                  | D  | X  | X                | Chapter 29      |
| Sch 2, para 11(1)- determination of missing info  | D  | X  | X                | Chapter 29      |
| Sch 2, para 11(2)(b)- determination of reasonableness                                   | D  | X  | X                | Chapter 29      |
| Sch 2, para 14- deferral of applications  | D  | X  | X                | Chapter 29      |
| Sch 2, para 19- determination on who to notify  | D  | X  | X                | Chapter 29      |
| Sch 2, para 21(4)- determination of full disclosure                                     | X  | D  | X                | Chapter 29      |
| Sch 2, para 22(2)- oral reps  | D  | X  | X                | Chapter 29      |
| Sch 2, para 28- determination of notification   | D  | X  | X                | Chapter 29      |
| Sch 2, para 30- appeal rights   | X  | D  | X                | Chapter 29      |
| Sch 2, para 31- notification of address after best estimate                             | D  | X  | X                | Chapter 29      |
| Sch 2, para 32- determination whether to accept a change in premises                    | D  | X  | X                |                 |
| Sch 2, para 33- determination as to whether future circumstances have arisen            | D  | X  | X                |                 |

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| consolidation are valid, and if a shorter period can be given                                     | D | X | X |                      |
| Sch 2, para 3 34(4)(c)(i) and 34A(4)(b)(i)- extension of notice of commencement date              | D | X | X | Chapter 12-21, 24-27 |
| Sch 2, para 35- notice requiring commencement of pharm services                                   | D | X | X |                      |
| <b>Ensuring adequate cover of Pharmaceutical Services</b>   |   |   |   |                      |
| Reg 61- temp arrangements during emergencies  | D | X | X | No                   |
| Reg 65(5)-(7)- direction to increase core opening hours   | D | X | X | Chapter 36           |
| Reg 32- deferrals arising out of Local Pharmaceutical Services designations                       | D | X | X |                      |
| Reg 67- agreement of a shorter notice period for withdrawal from the pharm list                   | X | D | X |                      |
| Reg 99- designation of an Local Pharmaceutical Services   | X | R | D | Chapter 40           |
| Reg 100- review of designation of Local Pharmaceutical Services area                              | X | R | D | Chapter 40           |
| Reg 101- cancellation of an Local Pharmaceutical Services   | X | R | D | Chapter 40           |
| Reg 104- selection of an Local Pharmaceutical Services proposal                                   | X | R | D | Chapter 40           |
| Reg 108- right of return  | X | R | D | Chapter 40           |
| Reg 94- overpayments  | X | D | X | Chapter 39           |
| Sch 2, para 35- notice requiring commencement of pharm services                                   | D | X | X |                      |
| Sch 4, para 23(1)/Sch 5 para 13(1)- consideration to temporarily suspend provision of service     | X | D | X |                      |
| Sch 4, para 23(7)/Sch 5 para 13(6)- change to reduction in supplementary hours without due notice | D | X | X | Chapter 37           |
| Sch 4, para 23(7)/Sch 5 para 13(6)- change to increase in supplementary hours without due notice  | D | X | X | Chapter 37           |
| Sch 4, para 23(7)/Sch 5 para 13(6)- change to supplementary hours with due notice                 | D | X | X | Chapter 37           |
| Sch 4, para 23(10)/Sch 5, para 9- review reason for temporary suspension                          | X | R | D |                      |
| Sch 4, para 26/Sch 5, para 16- determination of core opening hours instigated by the contractor   | X | D | X |                      |
| Sch 4, para 27/Sch 5, para 17- temporary opening hours and closures during an emergency           | D | X | X |                      |
| Sch 4, para 27b- flexible provision of relevant immunisations services during a pandemic          | D | X | X |                      |
| Sch 4, 28a- premises requirement in respect on consultation rooms                                 | D | X | X |                      |
| Approval of responses to an appeal made against a contracts managers decision                     | D | X | X |                      |
| Approval of responses to an appeal made against a group decision                                  | D | X | X |                      |

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| Decisions where approved contracts contain provision to extend   | X | D | X | Where approved contracts contain provision to extend beyond the original end date and prescribe the extension period the group can determine whether or not to exercise the extension option   |
| LPS Contract Uplifts<br>- Less than £100,000 and/or 10% of the original contract   | X | D | X | Small increases to LPS contract values can be reviewed and approved by the group without escalation to PCCC<br>Approvals limited to the delegated authority of the chair, and the chair must be present to approve.<br>All approved increases confirmed to be within existing budgets and are affordable as part of the review and approval process. |
| LPS Contract Uplifts<br>- Greater than £100,000 and/or 10% of the original contract  | X | R | D |  |
| <b>Decision making in relation to breaches of the Pharmaceutical Regulations or NHS Act</b>  |   |   |   |  |
| Reg 30- refusal on language requirements   | X | D | X | Chapter 4  |
| Reg 69- determination of whether there has been a breach of Terms of Service   | X | D | X | Chapter 38   |
| Reg 70- determinations of breach notices   | X | D | X | Chapter 38   |
| Reg 71- determination of remedial notices  | X | D | X | Chapter 38   |
| Reg 72- determination whether to withhold remuneration   | X | R | D | Chapter 38   |
| Reg 73&74- determination of whether to remove a premises or a chemist from the pharmaceutical list   | X | R | D | Chapter 38   |
| Determination of further action where Community Pharmacy Assurance Framework identifies concerns   | D | X | X | Chapter 38   |
| Determination of further action where the contractor fails or refuses to agree a date and time for a visit   | D | X | X | Chapter 38   |
| Determination of action where any of the following are potentially identified:<br>patient safety issues<br>risk of material financial lost<br>possible fraud/criminal activity | D | X | X |  |
| Determination of action where a contractor fails to complete the required actions or fails to respond to a visit report  | D | X | X |  |
| Determination of action where the contractor exceeds the max number of Appliance Use Reviews that may be done in one year  | D | X | X |  |
| <b>Decisions on Fitness to Practise Functions</b>  |   |   |   |  |
| Reg 33- determination of suitability to be included on the pharmaceutical list   | X | D | X | Chapter 4  |
| Reg 34- determination of deferral of application due to fitness grounds  | X | D | X | Chapter 4  |
| Reg 35- determination of conditional inclusion on fitness grounds  | X | D | X | Chapter 4  |
| Reg 79- determination of review of fitness conditions originally imposed on the grant of an application  | X | D | X | Chapter 32   |
| Reg 80- determination of removal of a contractor for breach of fitness conditions  | X | R | D | Chapter 31   |

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| Reg 81&82- determination of removal or contingent removal  | X | R | D | Chapter 32  |
| Reg 83- suspension in fitness cases  | X | R | D | Chapter 32  |
| Reg 84- reviewing suspensions and contingent removal conditions  | X | D | X | Chapter 32  |
| Reg 85- general power to revoke suspensions  | X | D | X | Chapter 32  |
| <b>Determining Rurality decisions</b>  |   |   |   |   |
| Reg 36- determination of whether an area is a controlled locality  | X | D | X | Chapter 33  |
| Reg 40- applications for new pharmacy premises in controlled localities: refusals because of preliminary matters                                       | X | D | X |   |
| Re 41&42- determination of whether premises are in a reserved location   | X | D | X | Chapter 32  |
| Reg 44- prejudice test in respect of routine applications for new pharmacy premises in a part of a controlled locality that is not a reserved location | X | D | X | Chapter 32  |
| Reg 48(2)- determination of patient application (serious difficulty)   | D | X | X | Chapter 34  |
| Reg 50- consideration of gradualisation  | X | D | X | Chapter 33  |
| <b>Determining Dispensing Doctor decisions</b>   |   |   |   |   |
| Regs 51-60- determination of doctor application  | X | D | X | Chapter 34  |
| Reg 61- temp arrangements during emergencies dispensing doctor   | D | X | X |   |
| Decisions relating to the compliance with the dispensing doctors Terms of Service  | X | D | X |   |
| <b>New or novel investments</b>  |   |   |   |   |
| Approval of new or novel business cases  | X | R | D | New' - Investing funding (recurrent or non-recurrent) from either new funding or funding in budget that has been made available for investment. 'Novel' where specific patient groups are a focus for support, that have not previously been approved by the ICB. |
| Implementation of contract arising from approved new or novel business cases   | R | D | X | All PCCC approved schemes to be reviewed and approved for implementation by the Pharmacy group - this ensures all new contractual obligations are formally approved by the group and align with authorisation provided by PCCC                                    |

## Draft GMS Decisions 2024

| Area of Decision   | Description  | Delivery Assurance Manager | PMS group R-recommendation D-decision | PCC Committee | Policy handbook   |
|--|--|----------------------------|---------------------------------------|---------------|---|
| <b>Decisions in relation to Enhanced Services</b>                                  |  |                            |                                       |               |   |
| Primary Care Network structures  | Changes to core practices, allocation of patients  | X                          | R                                     | D             |   |
| Minor surgery funding  | Payment rates for minor surgery  | X                          | D                                     | X             |   |
| Additional enhanced services decisions   | Discretionary payments outside of service spec, e.g. exceptional circumstances. Delegated financial limits apply   | X                          | D                                     | X             |   |
| Changes to Enhanced Access Plans   | Should a PCN wish to change their enhanced access service plan from what has been previously agreed by the ICB. I.e. change in hours, clinic type, bases, provider                         | X                          | R                                     | D             | <i>Note - Place lead to undertake initial review of planned changes to ensure the service meets the requirements of the DES and makes initial recommendation to the PMS Group.</i>  |
| <b>Decisions in relation to Local Incentive Schemes</b>                            |  |                            |                                       |               |   |
| Approval of contract content/funding   | Operational implementation/delivery of the Local Enhanced Services commissioning plan. Including specification changes based on feedback, transitional arrangements and payment mechanism. | X                          | D                                     | X             |   |
| <b>Decisions in relation to the establishment of new GP contracts and premises</b> |  |                            |                                       |               |   |
| Sub Contracting of Clinical Matters  | Sub-contracting of provisions within the core contract   | X                          | D                                     | X             | <p>Part B, section 14<br/>Under the contract, the contractor has the right to serve a notice of sub-contracting at any time. Where a contractor does so, commissioners must act rapidly to undertake assurance of the proposals and (where appropriate) serve any notice of objection within a 28-day period.<br/>Identify the relevant primary medical services contract in place.</p> <p>Review terms re sub- contracting</p> <p>Refer to Annex B</p> <p>Check validity of sub- contracting notice as detailed in the Policy and Guidance Manual</p> <p>Criteria to be considered re notification of novel, contentious or repercussive proposals – notification to NHS England required.</p> <p>Assurance of the proposed sub contract – refer to Assurance framework in Policy and Guidance Manual and completion of full checklist</p> |
| Procurement process  | Decisions to be made within the process, including whether to procure or disperse a list   | X                          | R                                     | D             | National guidance   |
| Market Engagement  |  | X                          | R                                     | D             |   |

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| Business case to proceed with procurement                                       |  | X | R | D |  |
| Approval of procurement evaluation strategy                                     |  | X | R | D |  |
| Approval of Recommended bidder report   |  | X | R | D |  |
| Contract award  | Decisions to be made within the process                        | X | R | D | National guidance  |
| Contract Extension  | Decisions where approved contracts contain provision to extend | X | D | X | Where approved contracts contain provision to extend beyond the original end date and prescribe the extension period the group can determine whether or not to exercise the extension option   |
| Contract Uplifts<br>-Less than £100,000 and /or 10% of the original contract    |  | X | D | X | Local Arrangement to ensure that small increases to contract values can be reviewed and approved by the group without escalation to the PCCC - Approvals limited to the delegated authority of the chair, and the chair must be present to approve.<br>All approved increases confirmed to be within existing budgets and are affordable as part of the review and approval process.   |
| Contract Uplifts<br>-Greater than £100,000 and /or 10% of the original contract |  | X | R | D |  |
| Open and closed lists   | Application to close list                                      | X | D | X | Section 5 and 7.13<br>Part B, section 5 and section 8.13<br>A contractor may wish to close its list to new registrations e.g., where there are internal capacity issues or premises refurbishments. The contractor must seek approval from the Commissioner by a written application (the "Application") before this may happen.<br><b>Considerations:</b><br>21 days to consider the application<br>what support the Commissioner may give the contractor<br>changes the Commissioner or contractor may make. |

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| Boundary Change  | Changes to a practice boundary-<br>increasing or decreasing                                   | X | D | X | Section 7.14<br>Part B, section 8.14<br>There may be circumstances when a contractor wishes to change their main practice boundary to either expand or contract the practice area for new registrations due to new redevelopment, local authority compulsory purchase schemes and/or road developments<br><br>Application from the contractor sets out reasons for change, details practice area<br><br><b>Considerations:</b><br>Impact on other practices and PCNs<br>Patient access<br>Need for patient engagement considered<br>Financial implications of reducing/ expanding patient list |
| Changes to premises  | including relocation, closure of branch surgery, opening new premises                         | X | R | D | Section 7.15<br>Supporting document Annex 14A 14B and 15   |
| Opt outs   | Opt out of out of hours   | X | D | X | Section 7.16   |
| <b>Decisions about 'discretionary' payments</b>                                  |   |   |   |   |  |
| Discretionary payments under Section 96 of the regulations                       | As read. Delegated financial limits to apply  | X | D | X | Section 10   |
| Applications from GP contractors for financial assistance                        | Usual towards Premises Running Costs and Service Charges- Delegated financial limits to apply | X | D | X | Section 12<br>Supporting documents Annex 2,2A,2B and 3   |
| Outcome of tri-annual rent and rates reviews                                     | Process, which may lead to a decision- Delegated financial limits to apply                    | X | D | X | Premises Directions 2013- Full title   |
| <b>Decisions in relation to the management of poorly performing GP practices</b> |   |   |   |   |  |
| Remedial notices and Breach notices  | Agree to issue- after investigation of concerns   | X | D | X | Section 1.2<br>Supporting documents<br>Part C, section 1<br>Where the Commissioner considers that a breach has occurred there are a number of options on how to proceed . The Commissioner may :<br>Take no action<br>Agree on action with the contractor<br>Issue a remedial notice<br>Issue a breach notice<br>Apply a contract sanction<br>Terminate the contract<br><br><b>Considerations :</b><br>Need to demonstrate that the process for issuing contract notices has been followed as per the policy . including initial discussion with the contractor.                               |
| Contract Sanctions   | Agree to issue- after investigation of concerns   | X | X | D | Section 1.4 Supporting documents   |
| Termination of contract  | Agree to issue- after investigation of concerns   | X | R | D | Section 1.5, 12.6<br>Supporting documents  |
| <b>Approval of practice mergers</b>  |   |   |   |   |  |

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| Contract Novations and Incorporation/Dis-incorporation | Conversion of a partnership to body corporate | X | D | <p>Section 7.1<br/>Supporting documents Annex 7 to 12<br/>Part B, section 8.10</p> <p>It is possible for individual GPs or partnerships holding a General Medical Services, Primary Medical Service (PMS) or Alternative Provider Medical Service contract to seek commissioner approval to operate and deliver services through a company limited by shares (called a "qualifying body" in PMS) - this process is known as "incorporation". A change from a single-handed or partnership contract to a limited company is a complete change of the identity of the contracting party, regardless of whether the company is owned and/or run by the original contractors. There is no right for a contractor to incorporate or dis-incorporate. They need agreement from the Commissioner, which does not have to be given</p> <p><b>Considerations:</b><br/>Reference to framework for reviewing Incorporation requests – requirements met<br/>Commissioner's obligations under procurement law<br/>Effect of the proposal on the statutory duties of the ICB re involvement duty<br/>Value of the contract<br/>Likely market interest explored<br/>Protection of core services in the contract<br/>Assured<br/>Continuity of patient care<br/>Extent of change to terms of the exiting contract considered<br/>Benefits to patients<br/>Sustainability<br/>Checks undertaken re Companies House<br/>Outstanding debt and whether novation conditional on repayment<br/>Current breach and remedial notices<br/>Current Care Quality Committee status</p> |
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| Practice Mergers and/or Contractual Mergers                                  | Merging of one of more contracts | X | D | X | <p>Section 7.11<br/>Part B, section 8.11</p> <p>A GP or partnership may hold more than one form of primary care contract with a Commissioner. This flexibility has enabled GP practices to come together in varying ways to provide support for each other, expand on the services available and/or resolve premises issues and achieve economies of scale, though each will have their own reasons for coming together. The overarching issues for the Commissioner to consider when any such proposal is made are the benefits to patients and the financial implications of the practice merger.</p> <p><b>Considerations:</b></p> <ul style="list-style-type: none"> <li>Patient Engagement</li> <li>Costs/ Value for money</li> <li>Quality Outcomes Framework payments</li> <li>Directions under the Standard Financial Entitlements</li> <li>Benefits to patients</li> <li>Access to single service</li> <li>Practice boundary considerations</li> <li>Consistent service for all patients</li> <li>Premises arrangements and accessibility</li> <li>Patient engagement</li> <li>Impact on patient choice</li> </ul> |
| <b>New or novel investments</b>  |                                  |   |   |   |   |
| Approval of new or novel business cases                                      | Investment in new schemes        | X | R | D | <p>New' - Investing funding (recurrent or non-recurrent) from either new funding or funding in budget that has been made available for investment.</p> <p>'Novel' where specific patient groups are a focus for support, that have not previously been approved by the ICB.</p>   |
| Implementation of contract arising from approved new or novel business cases | Investment in new schemes        | R | D | X | <p>All PCCC approved schemes to be reviewed and approved for implementation by the Medical group - this ensures all new contractual obligations are formally approved by the group and align with authorisation provided by PCCC</p>  |

# Draft Dental Decision 2024

| Area of Decision  | Delivery Assurance Manager<br>R- recommendation<br>D- decision | Dental group<br>R- recommendation<br>D- decision | PCC Committee | Reference updates to the updated Policy Handbook<br>Publication Reference PR1976   | Additional Information   |
|---|--|--|---------------|--|--|
| <b>Contract Variations</b>  |  |  |               |  |  |
| Sub Contracting of Clinical Matters   | D  | X  | X             | <p>Section 4.5<br/>Supporting document Annex 4.4</p> <p>The sub-contracting of General Dental Services/Personal Dental Services clinical services is a notification from the Contractor, however, some local contracts include additional requirements/restrictions in relation to sub-contracting.</p> <p><b>Things to consider prior to actioning the notification are:-</b><br/>Is there a Clause in the contract that includes additional requirements/ restrictions?<br/>If yes, assess the notification against the requirements of the Clause prior to actioning the notification.</p> <p>On the receipt of the notification, the Commissioner should take a view on whether the sub-contracting arrangement proposed is reasonable in all circumstances. If not considered reasonable in all circumstances, then a dialogue should be opened with the Contractor to reach a mutually acceptable arrangement.</p> | All decisions will be reported to the Dental Services Group  |
| Individual to Partnership General Dental Services   | D  | X  | X             | <p><b>Section 4.6.1</b><br/><b>Supporting documents Annex 4.5, 4.6, 4.7</b></p>  |  |
| Individual to more than one individual Personal Dental Services                           | D  | X  | X             | <p><b>Section 4.6.2</b><br/><b>Supporting documents Annex 4.8, 4.9, 4.10</b></p>   |  |
| Changes to contracts with more than one individual – General Dental Services contracts    | D  | X  | X             | <p><b>Section 4.6.3, 4.6.4, 4.6.5</b><br/><b>Supporting documents Annex 4.11, 4.12, 4.13</b></p>   |  |
| Changes to contracts with more than one individual – Personal Dental Services agreements  | D  | X  | X             | <p><b>Section 4.6.6</b><br/><b>Supporting documents Annex 4.14, 4.15, 4.16</b></p>   |  |
| Partnership splits/members dispute – General Dental Services and Personal Dental Services | D  | X  | X             | <p><b>Section 4.6.7</b></p> <p>The Commissioner should not get involved in endeavouring to resolve the dispute between the partners, instead insisting that the partners notify the Commissioner of their final decision when it is reached. This may result in the notification of a contract termination.</p> <p>Things to consider if a termination notice is received are:-<br/>Is a new contract needed in the area?<br/>If yes, ICB's Standard Financial Instructions and Regulations in relation to a procurement should be followed</p>  | All terminations will be reported to the group<br>Any proposed re-procurements arising as a result of the termination are covering within the Procurement Section of this Matrix |
| Retirement of a Contractor – Single Handed  | D  | X  | X             | <p><b>Section 4.7</b><br/><b>Supporting documents Annex 4.17</b></p>   |  |
| Retirement of a Contractor – Two or More Partners/Individuals                             | D  | X  | X             | <p><b>Section 4.8</b><br/><b>Supporting documents Annex 4.18</b></p>   |  |
| Twenty-Four Hour Retirement   | D  | X  | X             | <p><b>Section 4.9</b><br/><b>Supporting document Annex 4.17, 4.18</b></p>  |  |

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| Contract Novations and Incorporation/Dis-incorporation | X | D | X | <p><b>Section 5.2</b><br/> <b>Supporting documents Annex 5.1 to 5.11</b></p> <p>A contract novation is not a variation. It involves the termination of the existing contract and entering into a new contract on the same terms as the original contract, and therefore may have procurement law complications. Providing there are no material changes to the contract, the risk of procurement challenge is usually considered to be low.</p> <p>Things to consider if the proposed new contractor is eligible to enter into a contract are:-<br/> Is the contract needed in the area?<br/> Is additionality needed in the area, i.e. evening or weekend opening hours?<br/> Is the risk of procurement challenge low as no material changes to the contract?<br/> If the answer to all of the above is yes, proceed to make a decision.</p> |   |
| Practice Mergers and/or Contractual Mergers            | X | D | X | <p><b>Section 6.2</b></p> <p>Dental practices may wish to come together to provide support for each other, expand on services available and/or resolve premises issues and achieve economies of scale.</p> <p>Things to consider are:-<br/> Has an Action Plan been provided to support the application?<br/> Has a copy of the patient engagement questionnaire and a detailed analysis of the responses for inclusion in the proposal been provided?<br/> If the answer to all of the above is yes, proceed to make a decision.</p>  | <p>The patient engagement questionnaire should provide details of the methods of communication used and the survey should have been carried out for a minimum period of 4 to 6 weeks, shared with a mixed patient group that is representative of the patients, and achieved a response rate that is proportionate to the number of patients seen regularly at the Practice.</p> <p>NHS Dental Contract Providers have a legal duty (Section 242 of the NHS Act 2006) to engage and consult with patients when changes to services are proposed.</p> <p><b>Where a request to merge involves contracts located within the same premise, this will be dealt with as a housekeeping exercise and will be approved by the Delivery Assurance Manager</b></p> |
| Changes to Services                                    | X | D | X | <p><b>Section 6.3</b></p> <p>General Dental Services/Personal Dental Services Contracts must specify the number of UDA/UDAs to be provided by the contractor. Either party can notify the other if it believes the level of contracted activity should be varied, this may include variations to the use of UDA and UOA activity metrics, i.e. sessional rates.</p> <p>Things to consider are:-<br/> Has the contractor achieved the minimum target at mid year?<br/> Has the contractor achieved the minimum target at end of year?<br/> Is there history of under performance?<br/> If the answer to all of the above is yes, proceed to make a decision to negotiate with the contractor.</p>   |   |
| Level of Service                                       | X | D | X | <p><b>Section 6.4</b></p>  |   |

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| Changes to premises (relocation)   | X | D | X | <p><b>Section 6.4.1</b><br/><b>Supporting documents Annex 6.1 to 6.6</b></p> <p>Each application should be considered on a case-by-case basis.<br/>Things to consider are:-<br/>Local population demography<br/>Local Oral Health Needs Assessment<br/>Existing local access to NHS Dentistry<br/>Are there potential benefits, i.e. improvements to allow for greater use of skill mix, overall improvement in the practice premises and benefits to patients?<br/>Is the proposed relocation &lt; or &gt; 5 miles?<br/>Are the proposed new premises compliant with HTM 01-05, infection control policies and the Equalities Act 2010?<br/>Has a copy of the patient engagement questionnaire and a detailed analysis of the responses for inclusion in the proposal been provided?<br/>Have key stakeholders been consulted?<br/>If the proposed relocation is &lt;5 miles and sufficient engagement has been undertaken, proportionate to the size of the contract, proceed to make a decision. Should the decision be to approve, this should be conditional upon a clinical advisor inspection prior to services being provided.<br/><br/>If the proposed relocation is &gt;5 miles it is likely to require consideration, with a recommendation, by the Primary Care Contracting Group.</p>                            | <p>The patient engagement questionnaire should provide details of the methods of communication used and the survey should have been carried out for a minimum period of 4 to 6 weeks, shared with a mixed patient group that is representative of the patients, and achieved a response rate that is proportionate to the number of patients seen regularly at the Practice.</p> <p>NHS Dental Contract Providers have a legal duty (Section 242 of the NHS Act 2006) to engage and consult with patients when changes to services are proposed.</p> |
| Managing a Personal Dental Services Contractor's Right to a General Dental Services Contract | X | D | X | <p><b>Section 7</b><br/><b>Supporting documents Annex 7.1 to 7.10</b></p> <p>A contractor holding a Personal Dental Services (time limited) Agreement, which is providing mandatory services, has the right to convert to a General Dental Services (in perpetuity) Contract.<br/>Things to consider are:-<br/>Does the contractor provide mandatory services?<br/>Is the contractor eligible to enter into a General Dental Services contract?<br/>Is the Units of Dental Activity/Units of Orthodontic Activity value in line with the average local Units of Dental Activity/Units of Orthodontic Activity rates?<br/>Benchmark contract against NICE Recall and Access Data to determine value for money and performance<br/>Has the Finance Department and relevant persons been made aware of the change to the contracting arrangements as there will be long term financial implications?<br/>If the answer to all of the above is yes, proceed to make a decision to negotiate a contract with the contractor that demonstrates value for money.<br/><br/>If the Units of Dental Activity/Units of Orthodontic Activity rate is materially higher than the average, consideration should be given to negotiating a reduction in the overall contract value, whilst maintaining the level of contracted activity.</p> |  |
| <b>Financial Recovery and Reconciliation</b>   |   |   |   |   |  |
| Withholding Payments Following a Mid-Year Review   | X | D | X | <p><b>Section 8.3 (8.3.3)</b><br/><b>Supporting documents Annex 8.1 to 8.7</b></p> <p>Things to consider are:-<br/>Can the Commissioner and Contractor agree to a non recurrent reduction?<br/>Will withholding of monies cause the contract to fall into a negative schedule?<br/>Is there an alternative repayment plan, i.e. BACs payment?<br/><br/>The method of withholding monies should be agreed with the Contractor, in a way that does not create financial instability for the Contractor</p>  |  |
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| Under Delivery of Units of Dental Activity or Units of Orthodontic Activity – Below 96 Percent                   | D | X | X | <p><b>Section 8.4.3 and 8.4.4</b></p> <p>Where a contractor has delivered less than 96% of their contracted activity, the Commissioner will recover the full amount of money and a Breach Notice will be issued. Repayment will automatically be put onto the payments system to recover over 3 months.</p> <p>Things to consider are:-</p> <p>Will recovery over 3 months create financial pressure for the Provider? If yes, consider extending repayment over a longer period within the current financial year. It is only in very exceptional circumstances that recovery would fall into the next financial year</p> <p>The contractor can opt to make a one-off repayment which must be set up as a debt on the repayment system</p> <p>Is there a valid reason to exclude the contractor from receiving a Breach Notice?</p> <p>The method of repayment for under- performance should be agreed with the Contractor, in a way that does not create financial instability for the Contractor.</p> <p>The Commissioner has the flexibility to exclude a Contractor from receiving a Breach Notice, where there are deemed to be exceptional circumstances.</p> | The final year end position will be reported to the Dental Services Group                                       |
| Under Delivery of Units of Dental Activity or Units of Orthodontic Activity - Between 96 Percent and 100 Percent | D | X | X | <p><b>Section 8.4.5</b></p> <p>Any underperformance between 96-100% will automatically be entered onto the payments system, to be delivered in the next financial year.</p>  | The final year end position will be reported to the Dental Services Group                                       |
| Contract variation of value following persistent under-delivery  | X | D | X | <p><b>Section 8.6.4</b></p> <p>Supporting documents Annex 6.7, 6.8</p> <p>Where a Contractor has delivered less than 96% of their annual contracted activity over a period of 3 consecutive years, should assess performance and re-base the contract to the highest level across those 3 years</p>  | The SFE's have yet to be amended to give the Commissioner authority to action such a rebase without negotiation |
| Under Delivery of Domiciliary and Sedation Services  | X | D | X | <p><b>Section 8.4.7</b></p>  |   |
| Over Delivery  | D | X | X | <p><b>Section 8.4.8</b></p> <p>Unless prior approved any overperformance between 100-102% will automatically be entered onto the payments system as activity that has been delivered in the next financial year. Commissioners may pay contractors for the 2% overperformance.</p> <p>In addition where Commissioners have reached agreement with the contractors by way of contract variation, contractors may overperform up to 110%, contractor can be paid in full for the 10% overperformance, but may also opt to c/f 2% and receive 8% payment. (only where 110% has been approved within budget setting)</p>   |   |
| Exceptional Circumstances - Force Majeure  | D | X | X | <p><b>Section 8.4.9</b></p> <p>If a contractor has not fulfilled their contractual requirement to deliver the contracted activity due to exceptional circumstances, the Commissioner has the flexibility to allow for the underperformance to be carried forward. Each application should be considered on a case-by-case basis following the policy on adverse events.</p>  | Clearly defined within the Policy handbook  |
| <b>Orthodontics</b>  |   |   |   |  |   |
| Orthodontic Transfer from Abroad   | D | X | X | <p><b>Section 9.3</b></p> <p>Where a patient begins treatment abroad and subsequently becomes a permanent resident in the UK and entitled to NHS care, treatment may be provided if the orthodontist feels that the NHS criteria would have been met prior to commencement of treatment abroad.</p> <p>Nothing to be considered by the Commissioner.</p>   | A clear and robust process is followed  |
| <b>Contractual Sanctions</b>   |   |   |   |  |   |

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| Remedial notices and Breach notices  | X | D | X | <p><b>Section 10</b><br/> <b>Supporting documents :-</b><br/> <b>Annex 8.9 - Year-End</b><br/> <b>Annex 10-1 - 10.3 Remedial Notices</b><br/> <b>Annex 10.4 - 10.5 Breach Notices</b></p> <p>Where a breach is capable of remedy, a Remedial Notice must be issued before any further action is taken.</p> <p>Where a breach is not capable of remedy, a Breach Notice must be issued.</p> <p>Depending on the seriousness/potential impact of the breach, legal advice should be sought when drafting the notices.</p> <p>In the event that the process leads to a potential contract termination, this will require consideration, with a recommendation, by the Primary Care Commissioning Committee</p> |
| Contract Sanctions   | X | R | D | <p><b>Section 11.2</b><br/> <b>Supporting documents Annex 11.1, 11.2</b></p>  |
| Termination of contract  | X | R | D | <p>Section 11.3 - 11.6<br/> Supporting documents Annex 11.2 - 11.5<br/> Termination is a very significant action to take both on the part of the Commissioner and the Contractor and is an area of high risk for both parties in respect of financial impact and continuity of services.<br/> Termination circumstances include:-<br/> Termination where both parties agree;<br/> Termination where the Contractor serves notice;<br/> Termination by the Contractor</p>  |
| <b>Other contractual issues</b>  |   |   |   |   |
| Re-basing of contracts   | X | D | X | <p><b>Section 6.6 / 6.7 / 6.7.1</b></p> <p><b>Annex 4.3 CV - Clause 287/288 GDS/PDS contract</b></p> <p>The Commissioner has the discretion to commission non-recurrent activity in any financial year which may be funded according to local priorities and circumstances, this may include variations to the use of Unit of Dental Activity and Unit of Orthodontic Activity activity metrics, i.e. sessional rates.</p> <p>ICB's Standard Financial Instructions and Regulations in relation to a procurement should be followed</p>   |
| Revision to the Negotiated Annual Contract Value (NACV)<br>- Less than £100,000 and/or 10% of the original contract    | X | D | X | <p>Section 6<br/> Local Arrangement to ensure that small increases to contract values can be reviewed and approved by the group without escalation to the PCCC - these will include financial impacts of changes to a contractors indicative UDA tariff.<br/> Approvals limited to the delegated authority of the chair, and the chair must be present to approve.<br/> All approved increases confirmed to be within existing budgets and are affordable as part of the review and approval process.</p>   |
| Revision to the Negotiated Annual Contract Value (NACV)<br>- Greater than £100,000 and/or 10% of the original contract | X | R | D | <p>Section 6</p>  |

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| Non recurrent transfer of Units of Dental Activity between Contracts (Provider Requests) | D | X | X | <b>Section 6</b><br>The Commissioner has the discretion to transfer non-recurrent activity, where a Contractor holds multiple contracts, in any financial year according to local priorities and circumstances.   | Consideration of any procurement issues.<br>Internal policy to be developed for movements - caveats to the agreement.<br>Reported to the group.                     |
| In year activity hand backs (non-recurrent) and redistribution of activity               | X | D | X | <b>Section 6</b><br>The Commissioner has the discretion to commission non-recurrent activity in any financial year which may be funded according to local priorities and circumstances, this may include variations to the use of Unit of Dental Activity and Unit of Orthodontic Activity activity metrics, i.e. sessional rates.<br>ICB's Standard Financial Instructions and Regulations in relation to a procurement should be followed |   |
| Year end – financial linking of contracts requests                                       | D | X | X | <b>Section 6</b><br>The Commissioner has the discretion to link activity, where a Contractor holds multiple contracts, in any financial year according to local priorities and circumstances.   | In order to reflect singular performance of activity across contracts in the same geographical area   |
| Year end - Conversion of Units of Orthodontic Activity to Units of Dental Activity       | D | X | X | <b>Section 6</b><br>The Commissioner has the discretion to convert non-recurrent activity, where a Contractor holds multiple contracts. Commissioned to consider local priorities and circumstances.  | Requests relate to GDS contract which include UOAs as a legacy commissioning arrangement.<br>Requests will be taken to the Dental Group for a decision by exception |
| Year end – provider activity requests. Reductions in activity.                           | D | X | X | <b>Section 6</b><br>The Commissioner has the discretion to reduce the level of contracted activity, at the request of a Contractor on an either non-recurrent or recurrent basis.<br>This funding may be recommissioned, in any financial year according to local priorities and circumstances.   | Reported within the finance reports to the group  |
| Premises subsidy arrangements – legacy Primary Care Trust arrangements                   | X | R | D | Local arrangement.  |   |
| <b>Procurements</b>  |   |   |   |   |   |
| Contract extension   | X | D | X | Where approved contracts contain provision to extend beyond the original end date and prescribe the extension period the group can determine whether or not to exercise the extension option.   |   |
| Procurement process  | X | R | D |   |   |
| Market Engagement  | X | R | D |   |   |
| Business Case to proceed with Procurement  | X | R | D |   |   |
| Approval of Procurement Evaluation Strategy  | X | R | D |   |   |
| Approval of Recommended Bidder Report  | X | R | D |   |   |
| Extension of incumbent contracts   | R | D | X | Single Tender Waivers to award contract extensions outside the existing contractual terms and conditions are produced by the Delivery Assurance Manager, with the support of the ICB Procurement lead and PC Finance lead. They are to be submitted to the PACC Senior leadership team for review and recommendation for approval by the ICB Chief Finance Officer who must sign all single tender waivers                                  |   |
| <b>New or novel investments</b>  |   |   |   |   |   |
| Approval of new or novel business cases  | X | R | D | New' - Investing funding (recurrent or non-recurrent) from either new funding or funding in budget that has been made available for investment.<br>'Novel' all non-mandatory dental/core orthodontic services schemes, or where specific patient groups are a focus for support, that have not previously been approved by the ICB.   |   |

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| Implementation of contract arising from approved new or novel business cases | R | D | X | All PCCC approved schemes to be reviewed and approved for implementation by the dental group - this ensures all new contractual obligations are formally approved by the group and align with authorisation provided by PCCC |  |
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Draft GOS 2024

| Area of Decision   | Delivery Assurance Manager<br>R- recommendation<br>D- decision | Optom group<br>R- recommendation<br>D- decision | PC<br>Commissioning<br>Committee | Policy handbook  |
|--|--|---|----------------------------------|--|
| <b>New Contract</b>  |  |   |                                  |  |
| New Contract Award   | X  | D   | X                                | Section 5 - Annex 5.1 to 5.12  |
| Re-location - requiring new contract                           | X  | D   | X                                | Section 5 - Annex 5.1 to 5.12  |
| <b>Contract Variations</b>                                     |  |   |                                  |  |
| Change of opening/testing hours                                | D  | X   | X                                | Section 8.1 to 8.13  |
| Individual to Partnership                                      | D  | X   | X                                | Section 8.1 to 8.13  |
| Partnership to Individual                                      | D  | X   | X                                | Section 8.1 to 8.13  |
| Partner retirements  | D  | X   | X                                | Section 8.1 to 8.13  |
| Retirement of a single handed contractor                       | D  | X   | X                                | Section 8.1 to 8.13  |
| 24hr retirements OMP contractors                               | D  | X   | X                                | Section 8.1 to 8.13  |
| Body Corporate changes   | D  | X   | X                                | Section 8.1 to 8.13  |
| Bank Accounts  | D  | X   | X                                | Section 8.8  |
| Contract Extensions  | X  | R   | D                                | Section 7 - Annex 7.1 to 7.10  |
| <b>Quality In Optometry</b>                                    |  |   |                                  |  |
| Post Payment Verification                                      | X  | D   | X                                | Chapter 12   |
| Remedial notices and Breach notices                            | X  | D   | X                                | <p>Section 7 - Annex 7.1 to 7.10</p> <p>Where it is considered a breach of contract has occurred consideration should be given to: -<br/>                     Has the investigation established breach is capable of remedy?<br/>                     Consider all relevant factors prior to any action being taken.<br/>                     Take no action<br/>                     Agree an action with the contractor<br/>                     Issue a Remedial Notice<br/>                     Issue a Breach Notice<br/>                     Apply a contract Sanction<br/>                     Terminate the contract</p> <p>Remedial Notice to be issued prior to any other action the commissioner is entitled to take:<br/>                     Follow Remedial Flow Chart<br/>                     Action Plan and time period for remedy to be implemented/completed</p> <p>Noncompliance with Remedial Notice action and time frame agreed<br/> <b>Consider :</b><br/>                     any exceptional circumstances that would allow a delay<br/>                     Not issuing a breach notice<br/>                     Or<br/>                     issuing a breach notice<br/>                     If no exceptional circumstances:<br/>                     Does the breach relate to the rights of termination?<br/>                     Does the breach create a serious risk to patient safety?<br/>                     Breach Notice flowchart<br/>                     Consider any financial implications.<br/>                     Post Payment Verification required.</p> |
| Contract Sanctions   | X  | R   | D                                | Section 7 - Annex 7.1 to 7.10  |
| <b>Contract Terminations</b>                                   |  |   |                                  |  |
| Termination due to contractors inability to perform services   | X  | R   | D                                | Section 7 - Annex 7.1 to 7.10  |
| Termination due to contractors provision of untrue information | X  | R   | D                                | Section 7 - Annex 7.1 to 7.10  |
| Termination due to contractors unsuitability                   | X  | R   | D                                | Section 7 - Annex 7.1 to 7.10  |
| Termination due to patient safety                              | X  | R   | D                                | Section 7 - Annex 7.1 to 7.10  |

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| Termination due to material financial loss  | X | R | D | Section 7 - Annex 7.1 to 7.10  |
| Termination due to significant breach by contractor   | X | R | D | Section 7 - Annex 7.1 to 7.10  |
| Termination due to Remedial & Breach Notices  | X | R | D | Section 7 - Annex 7.1 to 7.10  |
| Termination due to business which is detrimental to the contract  | X | R | D | Section 7 - Annex 7.1 to 7.10  |
| Termination due to a person connected with the contract who is subject to a direction under section 13F of Opticians Act 1989 or an order under section 13H of the Act    | X | R | D | Section 7 - Annex 7.1 to 7.10  |
| Termination -changes in partnership is likely to have a serious adverse impact on the ability of the contractor or the commissioner to perform obligations under contract | X | R | D | Section 7 - Annex 7.1 to 7.10  |
| Termination following insolvency  | X | R | D | Section 7 - Annex 7.1 to 7.10  |
| Sale of viable practices/winding up arrangements./voluntary strike off dissolution of companies   | X | R | D | Section 7 - Annex 7.1 to 7.10  |
| Termination of a contractor following dissolution of a company  | X | R | D | Section 7 - Annex 7.1 to 7.10  |
| Termination due to death of contractor (individual/partnership(s))  | X | R | D | Chapter 11   |
| <b>Disputes</b>   |   |   |   |  |
| NHS contracts and Non NHS Contracts   | X | R | D | Section 10 Annex 10.1 to 10.5  |
| <b>Decisions in relation to the establishment of new contracts and premises</b>   |   |   |   |  |
| Procurement process   | X | R | D |  |
| Market Engagement   | X | R | D |  |
| Business case to proceed with procurement   | X | R | D |  |
| Approval of procurement evaluation strategy   | X | R | D |  |
| Approval of Recommended bidder report   | X | R | D |  |
| <b>New or novel investments</b>   |   |   |   |  |
| Approval of new or novel business cases   | X | R | D | New' - Investing funding (recurrent or non-recurrent) from either new funding or funding in budget that has been made available for investment.<br>'Novel' where specific patient groups are a focus for support, that have not previously been approved by the ICB. |
| Implementation of contract arising from approved new or novel business cases  | R | D | X | All PCCC approved schemes to be reviewed and approved for implementation by the Optometry group - this ensures all new contractual obligations are formally approved by the group and align with authorisation provided by PCCC                                      |

# Draft Capital 2024

| Area of Decision                           | Description  |                            | Delivery Assurance Manager | CWG                                  | PCC Committee                          | Signature Requirements   | Policy handbook   |
|--|--|----------------------------|----------------------------|--------------------------------------|--|--|---|
| <b>Capital Grants</b>                      |  |                            |                            |                                      |  |  |   |
| Approval of Improvement Grant applications | Approval of Improvement Grant  | Value - £0 to £50,000      | X                          | Decision                             | Reported only                          | NHSE NW Regional Director of Finance   | GMS Premises Costs Direction 2013 - Part 2 Paragraph 7 - 12   |
|  |  | Value - £50,000 - £660,000 | X                          | Recommend                            | Decision                               |  | GMS Premises Costs Direction 2013 - Part 2 Paragraph 7 - 12   |
|  |  | Value - £660,000 upwards   | X                          | Recommend                            | Recommend (National approval required) |  | GMS Premises Costs Direction 2013 - Part 2 Paragraph 7 - 12   |
| <b>Capital Acquisitions</b>                |  |                            |                            |                                      |  |  |   |
| Approval of GPIT Capital Investments       | Approval of GPIT Capital PIDs  | Value - £0 to £999,999     | X                          | Decision                             | Reported only                          | L&SC ICB Director of Finance, NHSE Digital lead and Director of Digital Transformation & NW Regional Director of Finance | Primary Care (GP) Digital Services Operating Model 2021-2023 v5                                       |
|  |  | Value - >£1m               | X                          | Recommend                            | Decision                               |  | Primary Care (GP) Digital Services Operating Model 2021-2023 v5                                       |
| <b>Revenue Items</b>                       |  |                            |                            |                                      |  |  |   |
| Capacity Changes                           | Approval to change the revenue funding   | Value - £0 - £50,000       | X                          | Ratify to Medical Sub Group decision | Reported only                          |  | GMS Premises Costs Direction 2013 - Part 5 - Paragraph 31 - 51.                                       |
|  |  | Value - >£50,000           | X                          | Ratify to Medical Sub Group decision | Decision                               |  | Approval from the Medical Sub Group   |
| GP Practice Relocation                     | Approval to change the reimbursable premises   |                            |                            | Recommend                            | Decision                               |  | GMS Premises Costs Direction 2013 - Part 5 - Paragraph 31 - 51<br>Approval from the Medical Sub Group |
| Practice Leases                            | Approval / Oversight of Lease Renewals   |                            | X                          | Ratify to Medical Sub Group decision | Decision                               |  | GMS Premises Costs Direction 2013 - Part 5 - Paragraph 31 - 51  |
|  | Approvals / Oversight of practices entering a new lease                                |                            | X                          | Ratify to Medical Sub Group decision | Decision                               |  | Approval from the Medical Sub Group   |
| Stamp Duty Land Tax                        | Approval to fund SDLT to GP Practices  | Value - £0 - £50,000       | X                          | Decision                             | Reported only                          |  | GMS Premises Costs Direction 2013 - Part 4 Paragraph 30   |
|  |  | Value - >£50,000           | X                          | Recommend                            | Decision                               |  |   |
| Legal Fees                                 | Approval to fund legal Fees to GP Practices  | Value - £0 - £50,000       | X                          | Decision                             | Reported only                          |  | GMS Premises Costs Direction 2013 - Part 3 Paragraph 14 - 15  |
|  |  | Value - >£50,000           | X                          | Recommend                            | Decision                               |  |   |
| Notional Rent                              | Approval of the periodic Notional rent revaluations from the District Valuation Office | Value - £0 - £50,000       | X                          | Decision                             | Reported only                          |  | N/A   |
|  |  | Value - >£50,000           | X                          | Recommend                            | Decision                               |  |   |

## Ratified GMS Decisions

| Area of Decision   | Description  | Delivery Assurance Manager | PMS group R-recommendation D-decision | PCC Committee | Policy handbook   |
|--|--|----------------------------|---------------------------------------|---------------|---|
| <b>Decisions in relation to Enhanced Services</b>                                  |  |                            |                                       |               |   |
| Primary Care Network structures  | Changes to core practices, allocation of patients  | X                          | R                                     | D             |   |
| Minor surgery funding  | Payment rates for minor surgery  | X                          | D                                     | X             |   |
| Additional enhanced services decisions   | Discretionary payments outside of service spec, e.g. exceptional circumstances. Delegated financial limits apply | X                          | D                                     | X             |   |
| <b>Decisions in relation to Local Incentive Schemes</b>                            |  |                            |                                       |               |   |
| Approval of contract content/funding   | Approval of place funded Local Incentive Schemes to ensure consistency across the ICB.                           | X                          | R                                     | D             |   |
| <b>Decisions in relation to the establishment of new GP contracts and premises</b> |  |                            |                                       |               |   |
| Sub Contracting of Clinical Matters  | Sub-contracting of provisions within the core contract   | X                          | D                                     | X             | <p>Part B, section 14<br/>Under the contract, the contractor has the right to serve a notice of sub-contracting at any time. Where a contractor does so, commissioners must act rapidly to undertake assurance of the proposals and (where appropriate) serve any notice of objection within a 28-day period.<br/>Identify the relevant primary medical services contract in place.</p> <p>Review terms re sub- contracting</p> <p>Refer to Annex B</p> <p>Check validity of sub- contracting notice as detailed in the Policy and Guidance Manual</p> <p>Criteria to be considered re notification of novel, contentious or repercussive proposals – notification to NHS England required.</p> <p>Assurance of the proposed sub contract – refer to Assurance framework in Policy and Guidance Manual and completion of full checklist</p> |
| Procurement process  | Decisions to be made within the process, including whether to procure or disperse a list                         | X                          | R                                     | D             | National guidance   |
| Contract award   | Decisions to be made within the process  | X                          | R                                     | D             | National guidance   |

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| Open and closed lists  | Application to close list   | X | D | X | Section 5 and 7.13<br>Part B, section 5 and section 8.13<br>A contractor may wish to close its list to new registrations e.g., where there are internal capacity issues or premises refurbishments. The contractor must seek approval from the Commissioner by a written application (the "Application") before this may happen.<br><b>Considerations:</b><br>21 days to consider the application<br>what support the Commissioner may give the contractor<br>changes the Commissioner or contractor may make.   |
| Boundary Change  | Changes to a practice boundary-<br>increasing or decreasing   | X | D | X | Section 7.14<br>Part B, section 8.14<br>There may be circumstances when a contractor wishes to change their main practice boundary to either expand or contract the practice area for new registrations due to new redevelopment, local authority compulsory purchase schemes and/or road developments<br><br>Application from the contractor sets out reasons for change, details practice area<br><br><b>Considerations:</b><br>Impact on other practices and PCNs<br>Patient access<br>Need for patient engagement considered<br>Financial implications of reducing/ expanding patient list |
| Changes to premises  | including relocation, closure of<br>branch surgery, opening new<br>premises                         | X | R | D | Section 7.15<br>Supporting document Annex 14A 14B and 15   |
| Opt outs   | Opt out of out of hours   | X | D | X | Section 7.16   |
| <b>Decisions about 'discretionary' payments</b>                                  |   |   |   |   |  |
| Discretionary<br>payments under<br>Section 96 of the<br>regulations              | As read. Delegated financial limits<br>to apply   | X | D | X | Section 10   |
| Applications from GP<br>contractors for<br>financial assistance                  | Usual towards Premises Running<br>Costs and Service Charges-<br>Delegated financial limits to apply | X | D | X | Section 12<br>Supporting documents Annex 2,2A,2B and 3   |
| Outcome of tri-<br>annual rent and rates<br>reviews                              | Process, which may lead to a<br>decision- Delegated financial<br>limits to apply                    | X | D | X | Premises Directions 2013- Full title   |
| <b>Decisions in relation to the management of poorly performing GP practices</b> |   |   |   |   |  |

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| Remedial notices and Breach notices | Agree to issue- after investigation of concerns | X | D | X | <p>Section 1.2<br/> Supporting documents<br/> Part C, section 1<br/> Where the Commissioner considers that a breach has occurred there are a number of options on how to proceed . The Commissioner may :</p> <ul style="list-style-type: none"> <li>Take no action</li> <li>Agree on action with the contractor</li> <li>Issue a remedial notice</li> <li>Issue a breach notice</li> <li>Apply a contract sanction</li> <li>Terminate the contract</li> </ul> <p><b>Considerations :</b><br/> Need to demonstrate that the process for issuing contract notices has been followed as per the policy . including initial discussion with the contractor.</p> |
| Contract Sanctions                  | Agree to issue- after investigation of concerns | X | X | D | Section 1.4 Supporting documents   |
| Termination of contract             | Agree to issue- after investigation of concerns | X | R | D | Section 1.5, 12.6<br>Supporting documents  |
| Approval of practice mergers        |   |   |   |   |  |

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| <p>Contract Novations and Incorporation/Dis-incorporation</p> | <p>Conversion of a partnership to body corporate</p> | <p>X</p> | <p>D</p> | <p>X</p> | <p>Section 7.1<br/> Supporting documents Annex 7 to 12<br/> Part B, section 8.10<br/> It is possible for individual GPs or partnerships holding a General Medical Services, Primary Medical Service (PMS) or Alternative Provider Medical Service contract to seek commissioner approval to operate and deliver services through a company limited by shares (called a “qualifying body” in PMS) - this process is known as “incorporation”. A change from a single-handed or partnership contract to a limited company is a complete change of the identity of the contracting party, regardless of whether the company is owned and/or run by the original contractors. There is no right for a contractor to incorporate or dis-incorporate. They need agreement from the Commissioner, which does not have to be given<br/> <b>Considerations:</b><br/> Reference to framework for reviewing Incorporation requests – requirements met<br/> Commissioner’s obligations under procurement law<br/> Effect of the proposal on the statutory duties of the ICB re involvement duty<br/> Value of the contract<br/> Likely market interest explored<br/> Protection of core services in the contract<br/> Assured<br/> Continuity of patient care<br/> Extent of change to terms of the exiting contract considered<br/> Benefits to patients<br/> Sustainability<br/> Checks undertaken re Companies House<br/> Outstanding debt and whether novation conditional on repayment<br/> Current breach and remedial notices<br/> Current Care Quality Committee status</p> |
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| Practice Mergers and/or Contractual Mergers | Merging of one of more contracts | X | D | X | <p>Section 7.11<br/>Part B, section 8.11<br/>A GP or partnership may hold more than one form of primary care contract with a Commissioner. This flexibility has enabled GP practices to come together in varying ways to provide support for each other, expand on the services available and/or resolve premises issues and achieve economies of scale, though each will have their own reasons for coming together. The overarching issues for the Commissioner to consider when any such proposal is made are the benefits to patients and the financial implications of the practice merger.</p> <p><b>Considerations:</b><br/> Patient Engagement<br/> Costs/ Value for money<br/> Quality Outcomes Framework payments<br/> Directions under the Standard Financial Entitlements<br/> Benefits to patients<br/> Access to single service<br/> Practice boundary considerations<br/> Consistent service for all patients<br/> Premises arrangements and accessibility<br/> Patient engagement<br/> Impact on patient choice</p> |
| New or novel investments                    |                                  |   |   |   |   |
| Approval of new or novel business cases     | Investment in new schemes        | X | X | D |   |



## Ratified Dental

| Area of Decision  | Delivery Assurance Manager<br>R- recommendation<br>D- decision | Dental group<br>R- recommendation<br>D- decision | PCC Committee | Policy handbook   |
|---|--|--|---------------|---|
| <b>Contract Variations</b>  |  |  |               |   |
| Sub Contracting of Clinical Matters   | X  | D  | X             | Section 6.5<br>Supporting document Annex 7<br>The sub-contracting of General Dental Services/Personal Dental Services clinical services is a notification from the Contractor, however, some local contracts include additional requirements/restrictions in relation to sub-contracting.<br><b>Things to consider prior to actioning the notification are:-</b><br>Is there a Clause in the contract that includes additional requirements/ restrictions?<br>If yes, assess the notification against the requirements of the Clause prior to actioning the notification. |
| Individual to Partnership General Dental Services   | D  | X  | X             | Section 6.6<br>Supporting documents Annex 8A, 8B, 8C  |
| Individual to more than one individual Personal Dental Services                           | D  | X  | X             | Section 6.6<br>Supporting documents Annex 9A, 9B, 9C  |
| Changes to contracts with more than one individual – General Dental Services contracts    | D  | X  | X             | Section 6.6<br>Supporting documents Annex 10A, 10B, 10C   |
| Changes to contracts with more than one individual – Personal Dental Services agreements  | D  | X  | X             | Section 6.6<br>Supporting documents Annex 11A, 11B, 11C   |
| Partnership splits/members dispute – General Dental Services and Personal Dental Services | X  | D  | X             | Section 6.6<br>The Commissioner should not get involved in endeavouring to resolve the dispute between the partners, instead insisting that the partners notify the Commissioner of their final decision when it is reached. This may result in the notification of a contract termination.<br><b>Things to consider if a termination notice is received are:-</b><br>Is a new contract needed in the area?<br>If yes, ICB's Standard Financial Instructions and Regulations in relation to a procurement should be followed  |
| Retirement of a Contractor – Single Handed  | D  | X  | X             | Section 6.7   |
| Retirement of a Contractor – Two or More Partners/Individuals                             | D  | X  | X             | Section 6.8   |
| Twenty-Four Hour Retirement   | D  | X  | X             | Section 6.9<br>Supporting documents Annex 12, 13  |

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| Contract Novations and Incorporation/Dis-incorporation | X | D | X | <p>Section 7.1<br/>Supporting documents Annex 14 to 24<br/>A contract novation is not a variation. It involves the termination of the existing contract and entering into a new contract on the same terms as the original contract, and therefore may have procurement law complications. Providing there are no material changes to the contract, the risk of procurement challenge is usually considered to be low.</p> <p><b>Things to consider if the proposed new contractor is eligible to enter into a contract are:-</b><br/>Is the contract needed in the area?<br/>Is additionality needed in the area, i.e. evening or weekend opening hours?<br/>Is the risk of procurement challenge low as no material changes to the contract?<br/>If the answer to all of the above is yes, proceed to make a decision.</p> |
| Practice Mergers and/or Contractual Mergers            | X | D | X | <p>Section 7.2<br/>Dental practices may wish to come together to provide support for each other, expand on services available and/or resolve premises issues and achieve economies of scale.</p> <p><b>Things to consider are:-</b><br/>Has an Action Plan been provided to support the application?<br/>Has a copy of the patient engagement questionnaire and a detailed analysis of the responses for inclusion in the proposal been provided?<br/>If the answer to all of the above is yes, proceed to make a decision.</p>  |
| Changes to Services                                    | X | D | X | <p>Section 7.3<br/>General Dental Services/Personal Dental Services Contracts must specify the number of UDA/UOAs to be provided by the contractor. Either party can notify the other if it believes the level of contracted activity should be varied, this may include variations to the use of UDA and UOA activity metrics, i.e. sessional rates.</p> <p><b>Things to consider are:-</b><br/>Has the contractor achieved the minimum target at mid year?<br/>Has the contractor achieved the minimum target at end of year?<br/>Is there history of under performance?<br/>If the answer to all of the above is yes, proceed to make a decision to negotiate with the contractor.</p>  |
| Level of Service                                       | X | D | X | Section 7.3  |

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| Changes to premises (relocation)   | X | D | X | <p>Section 7.4<br/>Supporting document Annex 25, 26, 27<br/>Each application should be considered on a case-by-case basis.</p> <p><b>Things to consider are:-</b><br/>Local population demography<br/>Local Oral Health Needs Assessment<br/>Existing local access to NHS Dentistry<br/>Are there potential benefits, i.e. improvements to allow for greater use of skill mix, overall improvement in the practice premises and benefits to patients?<br/>Is the proposed relocation &lt; or &gt; 5 miles?<br/>Are the proposed new premises compliant with HTM 01-05, infection control policies and the Equalities Act 2010?<br/>Has a copy of the patient engagement questionnaire and a detailed analysis of the responses for inclusion in the proposal been provided?<br/>Have key stakeholders been consulted?<br/>If the proposed relocation is &lt;5 miles and sufficient engagement has been undertaken, proportionate to the size of the contract, proceed to make a decision. Should the decision be to approve, this should be conditional upon a clinical advisor inspection prior to services being provided.</p> <p>If the proposed relocation is &gt;5 miles it is likely to require consideration, with a recommendation, by the Primary Care Contracting Group.</p>                              |
| Managing a Personal Dental Services Contractor's Right to a General Dental Services Contract | X | D | X | <p>Section 8.3<br/>Supporting documents Annex 28 to 35<br/>A contractor holding a Personal Dental Services (time limited) Agreement, which is providing mandatory services, has the right to convert to a General Dental Services (in perpetuity) Contract.</p> <p><b>Things to consider are:-</b><br/>Does the contractor provide mandatory services?<br/>Is the contractor eligible to enter into a General Dental Services contract?<br/>Is the Units of Dental Activity/Units of Orthodontic Activity value in line with the average local Units of Dental Activity/Units of Orthodontic Activity rates?<br/>Benchmark contract against NICE Recall and Access Data to determine value for money and performance<br/>Has the Finance Department and relevant persons been made aware of the change to the contracting arrangements as there will be long term financial implications?<br/>If the answer to all of the above is yes, proceed to make a decision to negotiate a contract with the contractor that demonstrates value for money.</p> <p>If the Units of Dental Activity/Units of Orthodontic Activity rate is materially higher than the average, consideration should be given to negotiating a reduction in the overall contract value, whilst maintaining the level of contracted activity.</p> |
| Financial Recovery and Reconciliation  |   |   |   |   |

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| Withholding Payments Following a Mid-Year Review   | X | D | X | <p>Section 9.4</p> <p>Any withholding of monies needs to be calculated in line with paragraph 59(3) of Schedule 3 of the General Dental Services Regulations and the same provision of the Personal Dental Services Regulations.</p> <p><b>Things to consider are:-</b></p> <p>Can the Commissioner and Contractor agree to a non recurrent reduction?</p> <p>Will withholding of monies cause the contract to fall into a negative schedule?</p> <p>Is there an alternative repayment plan, i.e. BACs payment?</p> <p>The method of withholding monies should be agreed with the Contractor, in a way that does not create financial instability for the Contractor</p>  |
| Under Delivery of Units of Dental Activity or Units of Orthodontic Activity – Below 96 Percent                   | X | D | X | <p>Section 9.6</p> <p>Supporting documents 45, 46, 49</p> <p>Where a contractor has delivered less than 96% of their contracted activity, the Commissioner will recover the full amount of money and a Breach Notice will be issued. Repayment will automatically be put onto the payments system to recover over 3 months.</p> <p><b>Things to consider are:-</b></p> <p>Will recovery over 3 months create financial pressure for the Provider? If yes, consider extending repayment over a longer period within the current financial year. It is only in very exceptional circumstances that recovery would fall into the next financial year</p> <p>The contractor can opt to make a one-off repayment which must be set up as a debt on the repayment system</p> <p>Is there a valid reason to exclude the contractor from receiving a Breach Notice?</p> <p>The method of repayment for under- performance should be agreed with the Contractor, in a way that does not create financial instability for the Contractor.</p> <p>The Commissioner has the flexibility to exclude a Contractor from receiving a Breach Notice, where there are deemed to be exceptional circumstances.</p> |
| Under Delivery of Units of Dental Activity or Units of Orthodontic Activity - Between 96 Percent and 100 Percent | X | D | X | <p>Section 9.7</p> <p>Supporting documents Annex 47</p> <p>Any underperformance between 96-100% will automatically be entered onto the payments system, to be delivered in the next financial year.</p>   |
| Under Delivery of Domiciliary and Sedation Services  | X | D | X | <p>Section 9.8</p> <p>See 17. Above.</p>  |
| Over Delivery  | X | D | X | <p>Section 9.9</p> <p>Supporting documents Annex 48</p> <p>Any overperformance between 100-102% will automatically be entered onto the payments system as activity that has been delivered in the next financial year.</p> <p>The Commissioner has the flexibility to pay for the additional activity, should funding be available.</p>   |

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| Exceptional Circumstances  | X | D | X | Section 9.10<br>Supporting document Annex 49<br>If a contractor has not fulfilled their contractual requirement to deliver the contracted activity due to exceptional circumstances, the Commissioner has the flexibility to allow for the underperformance to be carried forward. Each application should be considered on a case-by-case basis following the policy on adverse events.   |
| <b>Orthodontics</b>  |   |   |   |  |
| Orthodontic Transfer from Abroad   | X | D | X | Section 11.1 Supporting document Annex 57<br>Where a patient begins treatment abroad and subsequently becomes a permanent resident in the UK and entitled to NHS care, treatment may be provided if the orthodontist feels that the NHS criteria would have been met prior to commencement of treatment abroad.<br>Nothing to be considered by the Commissioner.   |
| <b>Contractual Sanctions</b>   |   |   |   |  |
| Remedial notices and Breach notices  | X | D | X | Section 12.3<br>Supporting documents Annex 62, 63,64, 65, 66<br>Where a breach is capable of remedy, a Remedial Notice must be issued before any further action is taken.<br>Where a breach is not capable of remedy, a Breach Notice must be issued.<br>Depending on the seriousness/potential impact of the breach, legal advice should be sought when drafting the notices.<br>In the event that the process leads to a potential contract termination, this will require consideration, with a recommendation, by the Primary Care Commissioning Committee |
| Contract Sanctions   | X | R | D | Section 12.4<br>Supporting documents 67, 68  |
| Termination of contract  | X | R | D | Section 12.5, 12.6   |
| <b>Other contractual issues</b>  |   |   |   |  |
| Re-basing of contracts   | X | D | X | Local arrangement Page 76 para 13 – Level of service<br>Not covered in the Policy Book<br>The Commissioner has the discretion to commission non-recurrent activity in any financial year which may be funded according to local priorities and circumstances, this may include variations to the use of Unit of Dental Activity and Unit of Orthodontic Activity activity metrics, i.e. sessional rates.<br>ICB's Standard Financial Instructions and Regulations in relation to a procurement should be followed  |
| Non recurrent/recurrent transfer of Units of Dental Activity between Contracts (Provider Requests) | X | D | X | Local arrangement Page 66 para 7.3<br>Changes to services<br>The Commissioner has the discretion to transfer non-recurrent activity, where a Contractor holds multiple contracts, in any financial year according to local priorities and circumstances.   |
| In year activity hand backs (non-recurrent) and re-distribution of that activity                   | X | D | X | Local arrangement Page 77 ,<br>9.4 Withholding Payments Following a Mid-Year Review<br>The Commissioner has the discretion to commission non-recurrent activity in any financial year which may be funded according to local priorities and circumstances, this may include variations to the use of Unit of Dental Activity and Unit of Orthodontic Activity activity metrics, i.e. sessional rates.<br>ICB's Standard Financial Instructions and Regulations in relation to a procurement should be followed   |

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| Year end – financial linking of contracts requests                                 | X | D | X | Local arrangement Page79, 9.6 Under Delivery of Units of Dental Activity or Units of Orthodontic Activity – Below 96 Percent Check Standard Financial Entitlement<br>The Commissioner has the discretion to link activity, where a Contractor holds multiple contracts, in any financial year according to local priorities and circumstances.           |
| Year end - Conversion of Units of Orthodontic Activity to Units of Dental Activity | X | D | X | Local arrangement<br>7.5 Financial Changes – Statement of Financial Entitlements<br>The Commissioner has the discretion to convert non-recurrent activity, where a Contractor holds multiple contracts. Commissioned to consider local priorities and circumstances.   |
| Year end – provider activity requests. Reductions in activity.                     | X | D | X | Page 68 para 7.5 Financial Changes and the Standard Financial Entitlement<br>The Commissioner has the discretion to reduce the level of contracted activity, at the request of a Contractor on an either non-recurrent or recurrent basis.<br>This funding may be recommissioned, in any financial year according to local priorities and circumstances. |
| Premises subsidy arrangements – legacy Primary Care Trust arrangements             | X | R | D | Local arrangement.   |
| <b>Procurements</b>  |   |   |   |  |
| Market Engagement  | X | R | D |  |
| Business Case to proceed with Procurement  | X | R | D | ICB's Standard Financial Instructions and Regulations in relation to a procurement should be followed.   |
| Approval of Procurement Evaluation Strategy  | X | R | D |  |
| Approval of Recommended Bidder Report  | X | R | D |  |
| Extension of incumbent contracts   | X | R | D |  |
| <b>New or novel investments</b>  |   |   |   |  |
| Approval of new or novel business cases  | X | R | D |  |

## Ratified Capital

| Area of Decision                           | Description  |                            | Delivery Assurance Manager | CWG                                  | PCC Committee                          | Signature Requirements   | Policy handbook   |
|--|--|----------------------------|----------------------------|--------------------------------------|--|--|---|
| <b>Capital Grants</b>                      |  |                            |                            |                                      |  |  |   |
| Approval of Improvement Grant applications | Approval of Improvement Grant  | Value - £0 to £50,000      | X                          | Decision                             | Reported only                          | NHSE NW Regional Director of Finance   | GMS Premises Costs Direction 2013 - Part 2 Paragraph 7 - 12   |
|  |  | Value - £50,000 - £660,000 | X                          | Recommend                            | Decision                               |  | GMS Premises Costs Direction 2013 - Part 2 Paragraph 7 - 12   |
|  |  | Value - £660,000 upwards   | X                          | Recommend                            | Recommend (National approval required) |  | GMS Premises Costs Direction 2013 - Part 2 Paragraph 7 - 12   |
| <b>Capital Acquisitions</b>                |  |                            |                            |                                      |  |  |   |
| Approval of GPIT Capital Investments       | Approval of GPIT Capital PIDs  | Value - £0 to £999,999     | X                          | Decision                             | Reported only                          | L&SC ICB Director of Finance, NHSE Digital lead and Director of Digital Transformation & NW Regional Director of Finance | Primary Care (GP) Digital Services Operating Model 2021-2023 v5                                       |
|  |  | Value - >£1m               | X                          | Recommend                            | Decision                               |  | Primary Care (GP) Digital Services Operating Model 2021-2023 v5                                       |
| <b>Revenue Items</b>                       |  |                            |                            |                                      |  |  |   |
| Capacity Changes                           | Approval to change the revenue funding   | Value - £0 - £50,000       | X                          | Ratify to Medical Sub Group decision | Reported only                          |  | GMS Premises Costs Direction 2013 - Part 5 - Paragraph 31 - 51.                                       |
|  |  | Value - >£50,000           | X                          | Ratify to Medical Sub Group decision | Decision                               |  | Approval from the Medical Sub Group   |
| GP Practice Relocation                     | Approval to change the reimbursable premises   |                            |                            | Recommend                            | Decision                               |  | GMS Premises Costs Direction 2013 - Part 5 - Paragraph 31 - 51<br>Approval from the Medical Sub Group |
| Practice Leases                            | Approval / Oversight of Lease Renewals   |                            | X                          | Ratify to Medical Sub Group decision | Decision                               |  | GMS Premises Costs Direction 2013 - Part 5 - Paragraph 31 - 51  |
|  | Approvals / Oversight of practices entering a new lease                                |                            | X                          | Ratify to Medical Sub Group decision | Decision                               |  | Approval from the Medical Sub Group   |
| Stamp Duty Land Tax                        | Approval to fund SDLT to GP Practices  | Value - £0 - £50,000       | X                          | Decision                             | Reported only                          |  | GMS Premises Costs Direction 2013 - Part 4 Paragraph 30   |
|  |  | Value - >£50,000           | X                          | Recommend                            | Decision                               |  |   |
| Legal Fees                                 | Approval to fund legal Fees to GP Practices  | Value - £0 - £50,000       | X                          | Decision                             | Reported only                          |  | GMS Premises Costs Direction 2013 - Part 3 Paragraph 14 - 15  |
|  |  | Value - >£50,000           | X                          | Recommend                            | Decision                               |  |   |
| Notional Rent                              | Approval of the periodic Notional rent revaluations from the District Valuation Office | Value - £0 - £50,000       | X                          | Decision                             | Reported only                          |  | N/A   |
|  |  | Value - >£50,000           | X                          | Recommend                            | Decision                               |  |   |