



Issue 7 preparedness letter published,
22 December 2020 - webinar

January 2021

Webinar 4 – Time period 3 (Other contract
types)

NHS England and NHS Improvement



Welcome to webinar 4 of 4 for the understanding of the Issue 7 preparedness letter and supporting guidance.

Introduction

- Dental contracts will be managed over three time periods
 - 1 April to 7 June 2020 (Time period 1)
 - 20 July to 31 December 2020 (Time period 2)
 - 1 January to 31 March 2021 (Time period 3)

- Series of recorded webinars to explain
 - Webinar 1 - Time periods 1 and 2
 - Webinar 2 - Time period 3 UDA contracts
 - Webinar 3 - Time period 3 UOA contracts
 - Webinar 4 - Time period 3 Other contract types



NHS England and NHS improvement has been providing regular updates to general dental practices and community dental services regarding the Coronavirus situation over the past 11 months. Electronic copies of the updates and all other relevant guidance can be found at WWW.England.nhs.UK/Coronavirus/primarycare

Through out these webinars we are describing the three time periods as 1st April to 7 June is Time period 1, for 20th July to 31st December this is time period 2 and time period 3 is the current period 1 January to 31 March 2021.

The latest of the letters is issue seven “preparedness letter for primary dental care” which was published on the 22nd of December 2020 and dealt with the way in which contract arrangements from 1st of January to 31 March, 2021 work to be dealt with.

This, alongside the accompanying “guidance to support dental contract management arrangements for the 202021 year-end reconciliation”, details the way in which dental contracts are being managed over three time periods.

To support contractors in understanding how the contract is going to be reconciled at year end, a series of recorded webinars have been released.

This is webinar four and will be looking at time period 3 which covers the 1st of January to 31st March, 2021 and is aimed specifically at contracts who acted as a UDC, community dental services, any qualified providers and those with specific local contracts. If a practice also has a UDA or UOA element then please also watch webinars 2 and 3. Webinar 1 covers

time periods 1 & 2 and applies to all contract types.

Time period 3 – Other contract types

- UDC's
 - Principles of achievement
 - Local decision making
- CDS
 - Principles of achievement
 - Local decision making
- AQP
 - Principles of achievement
 - Local decision making
- Local contracts



Within this webinar we will be looking at the following contract types and how they can be managed during this current time period.

These will be the urgent dental care centres, the community dental service, any qualified provider and where there may be elements within local contracts that may need local decision making.

Time period 3 – UDCs

- Urgent Dental Care (UDCs) Centres
- Time period 1* applies to UDC
 - No abatement applied from the time the practice became a recognised UDC
- Time period 2* as national process
- Time period 3* as national process
 - 45% target
- UDC requirements may affect ability to achieve 45%
 - Lack of referrals
 - Higher than average level of complex cases
 - Other reasons

⁴ *Please see webinars 1 and 2 for how achievement is calculated



The first type of service we are going to look in this webinar is for those contractors who acted as a Urgent Dental Care Centre (UDCs) during the pandemic.

The contract is being managed over three time periods, a UDC will be managed under time period 1 and 2 as per the national guidance, the only difference is that no abatement will be applied for the first time period, for the time that a contract was a UDC, so if they did not start being a UDC until 1 May 2020, there will be an abatement for the period 1 April – 30 April.

To understand how your achievement will be calculated for these time periods please refer to webinar 1.

A UDC will also be managed to the minimum 45% target for the final time period 1 January to 31 March 2021. However, it is recognised that because a contractor is acting as a UDC then this may affect their ability to achieve this target. There may be various reasons why this may affect their ability as this could be due to a lack of referral to their service or the complex needs of patients, or other specific reasons to a contractor.

Where a contractor believes this may be the case they are asked to contact their commissioners to discuss this.

Time period 3 – UDCs

- Apply for exceptional adjustment to delivery level
 - Applicable to time contractor is a UDC

Conditions must be met

- Not been able to deliver activity that would allow them to achieve 45%
 - Example a contract of 12,000 UDAs, period target is 3000 UDAs and minimum 45% achievement is 1350 UDAs
 - UDC delivers less than 1350 UDAs
- Level delivered is lower than what would have achieved if they weren't a UDC
- Must demonstrate evidence as to why achievement is lower



Where a contractor believes their ability to meet the minimum 45% target then they can ask for an exceptional adjustment to their delivery level for the final time period.

For the commissioner to be able to grant an exceptional adjustment then the contractor has to provide evidence as to why they weren't able to achieve the target. There are some examples of when they could apply and this includes when they have been unable to deliver the targets because they were a UDC and that the level that they were able to deliver was lower than what they would have been able to achieve if they weren't acting as a UDC.

But the contractor needs to be able to evidence this to their commissioner.

Time period 3 – UDCs

- Evidence to commissioner
- Activity they believe could have delivered if not a UDC
 - Previous delivery levels using FP17/O's submitted
 - Annual achievement
 - Other relevant information
- Commissioner decision
 - Do nothing
 - Adjust to the level the contractor can demonstrate would have achieved
 - Maximum adjustment of 104% of usual activity
 - If adjustment results in deemed achievement below 45% financial recovery or carry forward is applied
- Adjustment for variable costs (16.75%) applied
 - Adjustment based on actual not deemed activity



Where a contractor is applying for this exceptional adjustment then they must provide the evidence to the commissioner. There are some examples with the guidance such as historic comparisons to that time period and of overall achievement, but are not exhaustive and you may find your own evidence.

Once this evidence has been received the commissioner will make a local decision, which includes an option not to accept the evidence and not make the adjustment.

But where they do accept the evidence then they have options to increase the level of deemed activity that will be awarded for achievement in this time period as it has to reflect the level they could have achieved, but there are limits put on this adjustment and depending on the final position a practice may still face a carry forward or financial recovery.

Even where an exceptional adjustment has been made the actual under delivered activity will be subject to an adjustment for variable costs.

Locally, some commissioners have already started talking to their contractors about what local arrangements are being considered around their local commissioning decisions.

Time period 3 – CDS

- Community Dental Services
- Time period 1 and 2 as national process
 - Unless alternative arrangements been agreed
 - Abatement will be applied for time period 1
- Time period 3
 - Managed on a local basis
- Revised UDA, KPI and potential financial recovery position
 - Agreed and communicated with contractor
 - Guiding principles provided for commissioners



Another type of specialist contract that does not easily fit with a minimum 45% target is for community dental services, who provide a service for more complex patient population and therefore it is not right that they are managed by this national minimum target requirement.

For a CDS service they will be managed for the first two time periods as per the national arrangements, there may have been some local alternatives but generally these contracts would have been managed with the requirements of Issues 3 and 5 preparedness letters.

For the third time period 3, these are being managed on a local basis, as they are so specific to the services that have been commissioned.

What this local management allows is for a revision to the UDA targets, the KPIs and any potential financial recovery. The local arrangements could be to one or more of those elements.

For the adjustment to take place this must be agreed between the contractor and the commissioner and appropriately communicated..

Locally, some commissioners have already started talking to their contractors about what local arrangements are being considered around their local commissioning

decisions.

To support commissioners in looking at local management of these contracts they have been provided with guiding principles, we will now look at these.

Time period 3 – CDS

- Guiding principles (1)
 - Amended contractual targets reflect contractors circumstances
 - Reflect importance of maximising access, be reasonable due to challenges in providing care to those with complex health needs
 - Follow time, GA provision, vulnerability of patients, social distancing requirements, referral service
 - Ensure stability of services to most vulnerable people
 - Maintain regular contact to minimise chances of problems occurring and contractor is supported



These are the guiding principles for the commissioners, these are available in full in the guidance and we will not read all of them out.

The local arrangements should be specific to each contract to ensure the local circumstances are recognised but it should be with a reflection on keeping access as open as possible given the circumstances the CDS will be working in.

Time period 3 – CDS

- Guiding principles (2)
 - Agree the criteria for financial recovery
 - Include cost adjustment for variable costs for undelivered activity
 - Base on principles for GDS/PDS contractors
 - Arrangements clearly documented
 - Rationale and principles noted
 - Local governance procedures followed
 - Including sign off



Where a commissioner is considering the management of financial recovery then they should use the principles set out for the main contract types which can include the adjustment for undelivered activity.

It is important that usual governance arrangements are followed by commissioners including appropriate sign off.

Time period 3 – AQP

- Any qualified provider contracts
- Time period 1 and 2 as national process
 - Unless alternative arrangements been agreed
 - Abatement will be applied
- Time period 3
 - Managed on a local basis
- Revised achievement targets (including UDA and KPIs) and potential financial recovery position
 - Agreed and communicated with contractor
 - Guiding principles provided for commissioners
 - Principles as shown in CDS section



The other type of contractor that do not easily fit within the minimum 45% target due to the service they provide are the any qualified provider contracts. These are services such as Minor Oral Surgery (IMOS), endodontic and periodontal treatment, prosthodontics, and restorative dentistry.

For an AQP contract, these will be managed for the first two time periods as per the national arrangements, there may have been some local alternatives but generally these contracts would have been managed with the requirements of Issue 3 and 5 preparedness letters.

For the third time period 3, these are being managed on a local basis, once agreed arrangements are in place the arrangements will be collected by the national team for

What this local management allows is for a revision to the UDA targets, the KPIs and any potential financial recovery. The local arrangements could be to one or more of those elements.

For them to take place they must be agreed with and communicated to the contractor.

Locally, some commissioners have already started talking to their contractors about

what local arrangements are being considered around their local commissioning decisions.

To support commissioners in looking at local management of these contracts they have been provided with guiding principles, we will now look at these.

Time period 3 – Local contracts

- Number of local arrangements where main metric is not UDAs and not part of CDS/AQP contracts
 - Additional services
 - Oral health promotion
- Time period 1 and 2 as national process
 - Unless alternative arrangements been agreed
- Time period 3
 - Managed following principles for CDS and AQP contracts



As well as the CDS and AQP contracts, GDS and PDS contracts may also contain services where the main metric is not a UDA/UOA. For these services then the first two time periods should be followed but discretion has been given to commissioners to manage these and can use the principles set out for CDS and AQP contracts when considering these contract elements.

- This webinar will remain available on the NHSBSA website
- Please watch the remaining webinars
 - Webinar 1 – Time period 1 & 2
 - Webinar 2 – Time period 3 UDA contracts
 - Webinar 3 – Time period 3 UOA contracts
- Other guidance available on the NHSBSA website
- If you have any queries regarding the content of this webinar, they can be submitted to:

yearend@pcc-cic.org.uk



This concludes this webinar.

Please do watch the other webinars available for you.

If you have any queries regarding the content of this webinar please contact yearend@pcc-cic.org.uk