[NHS Board Headed Paper]

[ESTABLISHMENT OF NEW PRACTICE/EXTENSION/RELOCATION/PURCHASE]

Dear [dentist(s) name(s)]

In this letter, the following terms shall have the meaning set out below:

|  |  |
| --- | --- |
| **“Dental Care Professional”**  **or DCP** | means a dental therapist or a dental hygienist registered by the General Dental Council; |
| **“Dentist(s)”** | means the general dental practitioner(s) (or partnership) named on the docquet at the end of this letter; [name(s)] |
| **“First Payment Date”** | means the date of payment by the Health Board of 80% of the grant pursuant to Condition 6.1 below; |
| **“GDS”** | means general dental services as detailed in the Regulations; |
| **“GDS Session”** | means a period of three and a half (3 ½) hours during which GDS are provided; |
| **“Grant”** | shall have the meaning set out in Condition 4 below; |
| **“Grant Application”** | means the period of seven (7) years from and after the First Payment Date together with any period of extension granted by the Health Board in writing pursuant to the terms of this offer of Grant; |
| **“Grant Period”** | means the period of seven (7) years from and after the First Payment Date together with any period of extension by the Health Board in writing pursuant to the terms of this offer of Grant; |
| **“Grant Surgery”** | means each surgery within the Practice for which this Grant is paid; |
| **“Health Board”** | means [NHS Board]; |
| **“NHS”** | means the National Health Service; |
| **“NHS Patients”** | means National Health Service patients; |
| **“Practice”** | means the premises at [address]; |
| **“Principal Dentist’** | means any dentist providing GDS who is on the dental list held by the Health Board in terms of the Regulations; |
| **“Regulations”** | means the National Health Service (General Dental Services) (Scotland) Regulations 2010 including any amendments or enactments thereof and any regulations replacing the same; |
| **“SDAI”** | means the Scottish Dental Access Initiative as detailed in NHS: PCA(D)(2023)2; |
| **“Second Payment Date”** | means the date of payment by the Health Board of the final 20% of the Grant pursuant to Condition 6.2 below. |

I refer to the Dentists’ application for financial assistance made to the Health Board pursuant to the SDAI for payment of a Grant for the purposes of [establishment of a new/extend an existing/purchase/relocation] practice incorporating the provision of [number] Grant surgeries as detailed in the SDAI Grant application submitted by the Dentist(s) to the Health Board and considered by the Health Board for the purpose of issue of this offer of Grant.

The Health Board has now approved that application and is prepared to make an award of Grant to the Dentist(s) subject to the following conditions:-

1. Where there are two or more persons included in the expression “the Dentists”, conditions contained in this letter which are expressed to be made by the Dentists shall be legally binding jointly and severally on them and their respective executors and representatives and whosoever without the necessity of discussing them in their order. Given that the Dentists operate as a partnership, the obligations of the Dentists hereunder shall be binding jointly and severally on all persons who are or become partner of the Dentists’ partnership at any time during the Grant Period and their respective executors and representatives whomsoever as well as on the Dentists’ and their whole stock, funds, assets and estate, without the necessity of discussing them in their order and such obligations shall subsist and remain in full force and effect notwithstanding any change which may take place in the name of the Dentists’ partnership whether by the assumption of a new partner(s) or by the retiral, bankruptcy or death of any individual partner.
2. In order for the Grant to become payable the Dentist must be on a dental list of one of the Health Boards in Scotland. If, subsequent to this offer being made, the Dentist(s) (or any one of them):
   1. Has applied to be included on any Health Board dental list or any equivalent list held by any health authority in the United Kingdom but such application is refused; or
   2. The Dentist(s) (or any one of them) is removed or disqualified from the Health Board dental list or any equivalent list held by any health authority in the United Kingdom.

This offer of Grant will be withdrawn by the Health Board (or if the offer as at such date has been accepted by the Dentist(s) any agreement thereby effected shall automatically terminate) in which event the Health Board shall have no responsibility for any loss, damage, cost, claim or expense incurred by the Dentist(s).

1. At any time prior to payment of any proportion of this Grant pursuant to Clause 6 below the Health Board may suspend payment of the Grant (or any part thereof) in the event that the Dentist(s) (or any of them) are:
   1. Subject to investigation, either informal or external to the Health Board, or any form of misconduct; and/or
   2. Is referred to or suspended by a NHS Tribunal or equivalent body; and/or
   3. Suspended by a Health Board or equivalent UK NHS Body from its list of dental practitioners;

And this offer of Grant shall be withdrawn by the Health Board (or if accepted by the Dentist(s) any agreement thereof effected shall automatically terminate) in the event that the Dentist(s) (pr any one of them) are found to have committed such misconduct; or are subsequently disqualified on a substantive or conditional basis by the NHS Tribunal or equivalent body or is removed from the list of dental practitioners by any Health Board or equivalent UK NHS Body (in which event Condition 9 shall also apply).

1. This Grant shall be the lesser of:
   1. [NUMBER]
   2. The actual costs (as evidenced by voucher receipts provided by the Dentist(s) to the Health Board incurred by the Dentist(s) relative to the new Practice of the type detailed in Annex D of the SDAI.
2. The Dentist(s) shall complete the [establishment/extension/relocation/purchase] of the Practice in accordance of with the Grant Application approved by the Health Board together with any amendments to any plans or proposals agreed by the Health Board in writing. Within the three (3) month period following acceptance of this offer of Grant by the Dentist(s), the Dentist(s) shall demonstrate to the Health Board that reasonable progress is being made towards the establishment of the Practice to the maximum level required in this offer of Grant. If within six (6) months of the date of acceptance of this offer by the Dentist(s) either:
   1. The Dentist(s) have failed to satisfy the Health Board that reasonable progress is being made; or
   2. The Health Board is satisfied that there are exceptional reasons for the delay and has agreed in writing to extend the said six (6) months for such period as the Health Board may specify but the Dentist(s) have failed to satisfy the Health Board that progress has been made during such extended period.

then the offer of Grant shall automatically lapse (or if accepted then by the Dentists any agreement thereof effected shall automatically terminate). In the event that this offer of Grant lapses or any agreement is terminated in accordance with this Condition 5, the Health Board shall have no responsibility of liability for any loss, damage, cost, claim or expense incurred by the Dentists (or any other party).

1. As soon as reasonably predicable following completion of the [establishment of new/extension/relocation/purchase] the Dentist(s) shall notify the Health Board. The Health Board shall, within a reasonable time following such notification, visit the Practice (as many times as the Health Board determines appropriate) to satisfy itself that the [establishment of new/extension/relocation/purchase] has been completed in accordance with the Grant Application and that the treatment of NHS patients under GDS in the Grant Surgery or Surgeries has commenced. Subject to the Health Board being satisfied with the foregoing the Health Board shall make payment to the Dentist(s) on the following basis:
   1. Subject to the Health Board being satisfied, at its sole discretion, of the foregoing and that all of the requirements of Conditions 7.1 to 7.15 below (with the exception of Condition 7.4) has been met by the Dentist(s) eighty per cent (80%) of the Grant shall be paid by the Health Board to the Dentist(s) as quickly as reasonably possible;
   2. The remaining twenty per cent (20%) of the Grant will be paid to the Dentist(s) whom the Health Board is satisfied, at its sole discretion, that Condition 7.4 below has been met by the Dentist(s);
   3. Payment shall be made by the Health Board, at the Health Board’s sole option, by either cheque drawn on the Health Board account in favour of the Dentist(s’ partnership) or through the bank automated clearance system to the Dentist(s’ partnership account), details of which the Dentists shall provide for such purpose.
2. The following conditions of Grant shall apply to and be met and performed by the Dentists for the Grant Period. The Dentist(s) shall:
   1. Undertake to provide services to a good professional standard. Dental Reference Service Reports and Patient Complaints will, inter alia, be considered by the Health Board in, accessing whether the Dentist(s) have met this condition.
   2. Provide and undertake to continue to provide throughout the Grant Period a minimum of four hundred and 50 (450) GDS Sessions per year for each Grant Surgery which GDS Sessions shall generally be spread evenly throughout working hours in each week of the year.
   3. Where necessary met the Grant Conditions set out in this offer of Grant to undertake to enter into and to continue throughout the Grant Period to enter into appropriate forms of agreement with one or more Principal Dentist or assistant dentists, including a vocational trainee (as defined in the Regulations), or dental care professionals under the direct supervision of the Dentist(s), provided always that where there is to be only one Grant Surgery such agreement must be with a principal dentist.
   4. Undertake that the Dentist(s) shall register or cause to be registered no later than twelve months (12 months) after the First Payment Date in respect of each Grant Surgery 1500 new NHS Patients [total number of patients to be registered] of all categories on the list of NHS Patients of the Dentist(s) (or any principal dentist) providing GDS at the Practice and such 1,500 new NHS Patient registrations shall be maintained by the Dentist(s) for each Grant Surgery for the Grant Period.
   5. Provide and undertake throughout the Grant Period to continue to provide the full range of GDS (except for specialist services where referral may be appropriate) to all categories of NHS Patients.
   6. Effect, maintain and procure that all members of the dental team providing services of the Practice effect and maintain throughout the Grant Period professional indemnity insurance and evidence of each insurance shall be exhibited to the Health Board on request.
   7. Equip and undertake throughout the Grant Period to continue to maintain the Practice to a standard acceptable to the Health Board (determined at its discretion) and, in accordance with any Guidelines, applicable to the Practice or the activities of the Dentist(s) therein, on Cross-Infection Control and Health and Safety issued by a competent authority.
   8. Undertake that:
3. Throughout the Grant Period no less than eighty per cent (80%) of the gross annual income in total of:
4. The Dentist(s) (derived from their activities at the Practice);
5. Any Principal Dentist and/or assistant and/or vocational trainee dentists operating at the Practice;
6. Any other person operating or carrying out activities at this Practice; and
7. Any income from lease or rental of Practice;

shall be derived from NHS care and treatment under GDS provided always that there shall be disregarded for the purpose of such calculation any income derived by any of the foregoing from providing treatment on a private basis to any NHS Patient who has consented to the treatment being provided privately in terms of paragraph 16 of Schedule 1 to the Regulations; and

1. Within three (3) months from (the end of each of) the Dentists’ financial years during the Grant Period, the Dentist(s) shall provide to the Health Board a certificate from a duly qualified chartered accountant registered with the Institute of Charted Accountants (in England, Scotland or Wales) independently verifying that eighty per cent (80%) or more of the annual gross income in total of:
2. The Dentist(s) (derived from their activities at the Practice);
3. Any Principal Dentist and/or assistant and/or vocational trainee dentists operating at the Practice;
4. Any other person operating or carrying out activities at the Practice; and
5. Any income from lease or rental of the Practice;

Is derived from GDS. In addition, the Dentist(s) shall, on request from the Health Board, allow the Health Board (or anyone nominated by the Health Board) to undertake an examination of the Dentists’ full financial records.

* 1. Undertake that any equipment purchased with the Grant shall be used for GDS work and ownership of each equipment shall remain with the Dentist(s) (or any of them) for the Grant Period.
  2. Allow the Health Board reasonable access to the Practice, and any relevant documentation for the purpose of verifying that those conditions of Grant set out in this Condition 7 are being met by the Dentist(s).
  3. Ensure that the Practice complies with the requirements of the Disability Discrimination Act 1995 (or any replacement provisions therefor) at all times;
  4. Undertake to advise the Health Board in writing immediately if the Dentist(s) become aware at any time during the Grant Period that:

1. The Dentists’ partnership and/or the Practice Premises or any part of them are to be sold, closed or abandoned;
2. There is to be any change either in the structure of the Dentists’ partnership or to be the identity of the general dental practitioners who are partners in the said partnership from time to time;
3. Proceedings are or are about to be initiated by any Health Board (or equivalent body) against any of the Dentist(s) or any other general dental practitioners providing GDS at the Practice;
4. Any Dentist(s) or other general dental practitioner or DCPs providing GDS at the Practice or within the Dentists’ partnership is referred to a NHS Disciplinary Committee, the NHS Tribunal or equivalent body, a professional regulatory licensing or other body;
5. Any action is initiated by or about to be initiated by a Health Board or equivalent body in relation to any Dentist(s) or other general dental practitioner providing GDS at the Practice (or within the Dentists’ partnership) which may result in conditional or substantive refusal of entry to, contingent or substantive removal, disqualification or suspension from, a list held by that organisation; or
6. There is or is anticipated any other material changes to the Practice circumstances of those of the Dentists’ partnership, including a change to the circumstances of the Dentist(s).
   1. Undertake that at all times only GDS shall be provided during the GDS Sessions by either the Dentist(s) or any Principal Dentist or assistant dentist or dental care professional apart from where the relevant treatment is not available as part of GDS or the NHS Patient consents to the treatment being provided privately in terms of the Regulations.
   2. Establish and equip and maintain throughout the Grant Period a dedicated decontamination room or rooms within the Practice Premises to be used as a central point for the Practice based cleaning and decontamination of instruments.
   3. Immediately advise the Health Board in writing if the Dentist(s) (or any one of them) establish one or more limited companies or limited liability partnerships with a view to providing GDS at the Practice. In addition the Dentist(s) shall procure that such company or partnership give a written undertaking to the Health Board that it shall, in addition to the personal undertaking of the Dentist(s) set out herein, assume responsibility for performance of the conditions of this Grant.
7. To avoid doubt any reference in this offer of Grant to new NHS Patient registrations shall not include any NHS Patient who has been registered on any list (of any of the) Dentist(s) nor any of the said principal dentists or the predecessors of any one of them within the period of thirty six (36) months prior to the First Payment Date irrespective of the location of the dental service provided.
8. The Grant shall become repayable:
   1. Immediately upon the occurrence of any of the events set out in Condition 9.1 (a) and (b) below following service of notice by the Health Board requiring repayment;
9. Any one or more of the Dentist(s) ceasing to provide GDS from the Practice;
10. Any of the Dentist(s):
11. Being disqualified (on a conditional or substantive basis) by the NHS Tribunal (or other body with appropriate authority); or
12. Otherwise ceasing to be on the dental list of any Health Board in Scotland;
    1. In the case of the events specified at Condition 9.2 (a) to (d), upon expiry of notice served by the Health Board on the Dentist(s) specifying the failure and allowing a period of 28 days within which the Dentist(s) shall remedy the failure but the Dentist(s) fail to remedy the same;
13. Subject to Condition 13 below the Dentist(s) (or any one of them) or any Principal Dentist or assistant dentist to provide GDS from the Grant Surgeries (or any one of them);
14. There is any change in the membership of the Dentist(s) (partnership) providing GDS in the Grant Surgeries (unless the Health Board has agreed in writing to any partnership as reconstituted accepted responsibility for complying with the conditions of the Grant for the remaining Grant Period and the partners in the partnership as reconstituted undertake in writing to do so);
15. Any of the Dentist(s) leave the partnership of the Dentist(s) and any new Dentist being assumed as a partner fails to agree in writing to the Health Board to accept responsibility for complying with the conditions of the Grant for the remaining Grant Period;
16. The Dentist(s) at any time during the Grant Period establish one or more limited companies or limited liability partnerships within a view to providing GDS at the Practice and such company or partnership fails to give a written undertaking to the Health Board that it shall, to addition to the personal undertaking of the Dentist(s) set out herein, assume responsibility, for performance of the conditions of this Grant. To avoid doubt, establishing a limited company or limited liability partnership shall not release the Dentist(s) (or any one or more of them) from performance of the obligations set out in this offer of Grant;
17. The Dentist(s) failing to effect or causing to be effected the new NHS registrations in accordance with Condition 7.4 above;
18. The Dentist(s) otherwise failing to comply with any of the conditions of this Grant or perform in accordance with any undertakings specified therein.
    1. Immediately on the occurrence of any further failure giving rise to service of notice by the Health Board in accordance with the provision of Condition 9.2 above in circumstances where the Health Board has, at any time previously during the Grant Period, served two or more notices pursuant to Condition 9.2 above (whether or not the failures identified in such noticed are remediated by the Dentist(s) pursuant to such notices).
19. In the event that the Dentist(s) are unable to meet Condition 7.2 above within the first twelve (12) months of the Grant Period due to circumstances outwith the Dentists’ control being:
    1. A slow build up of NHS Patient registrations; or
    2. A vocational trainee has been employed by the Dentist(s) to deliver (in part) the said GDS Sessions; or
    3. For any other reason acceptable to the Health Board in its sole discretion,

And subject to the Dentist(s) providing information to the Health Board to demonstrate such circumstances the Health Board at its sole discretion may suspend the requirement to provide four hundred and fifty (450) GDS Sessions per Grant Surgery until the date upon which the Dentist(s) comply with Condition 7.4 above and from such date the obligation to provide the said four hundred and fifty (450) GDS Sessions for each Grant Surgery shall apply for the Grant Period.

1. In the event of (any of the) Dentist(s) failing to comply with all of the foregoing conditions (with the exception of Condition 7.4 and subject always to Condition 10 above) within the first twelve (12) months of the Grant Period, the total amount of the Grant paid as at that date shall become repayable in full. Thereafter, in the event that the Dentist(s) fail to comply with the foregoing conditions set out in this offer of Grant, the amount of the Grant repayable shall be calculated using the following formula:

R = (RP/P x G) + 20%

Where R = the amount of Grant to be repaid.

G = the amount of Grant actually paid as at the date of failure to comply with the foregoing conditions.

P = the Period [months]

RP = the remaining number of months in the Period from the date upon which any one or more of the foregoing conditions of Grant are not met.

1. In the event that the Grant or any portion thereof calculated in accordance with Condition 11 becomes repayable, such repayment must be made by the Dentist(s) within three (3) calendar months of the occurrence of any of the events set out in Condition 9 above.
2. The Dentist(s) may apply to the Health Board in writing to extend the Grant Period where for any reason, one of the Dentist(s) or a Principal Dentist or assistant dentist undertaking GDS leaves the Practice and requires to be replaced and the Dentist(s) experience problems in recruiting a successor despite making reasonable attempts to do so. If the Health Board, at its sole discretion, accepts such circumstances have occurred the Grant Period shall be extended by a period equivalent to each month (or part thereof) when the said post remains vacant. PROVIDED ALWAYS that the Grant Period may not, in any circumstances, by extended beyond one hundred and twenty (120) months from the First Payment Date.
   1. Any notification, notice, consent or confirmation required by the terms of this offer of Grant to be given by either party in the offer shall be in writing and may be delivered personally, sent by first class record delivery post or emailed for the attention of the relevant person set out below;
   2. Any notice, consent or confirmation shall be deemed to be received:
3. If delivered personally, at the time of delivery;
4. If sent be recorded delivery post, forty eight (48) hours after the date of posting; and
5. In the case of email, at the time of acknowledgement,

Provided that, in the case of personal delivery or email, such delivery occurs within formal business hours on a Monday to Friday (“Business Days”), failing which delivery shall be deemed to occur on the next Business Day.

* 1. The address(es) and email address(es) of the parties for the above purposes are:

[Health Board address and email address]

Dentist(s):

[Dentist(s) address(es) and email address(es)]

1. The Dentist(s) shall be (jointly and) severally liable for performance of the foregoing conditions of Grant and repayment of the full or any proportion of the Grant, and to avoid doubt changes is the contribution or members of the Dentist(s) partnership or the creation by the Dentist(s) of a limited company or limited liability partnership to provide GDS at the Practice shall have no effect on the personal obligations of the Dentist(s) undertaken pursuant to acceptance of this offer of Grant.

Yours faithfully

[signature]

Date…………………..

By our execution below and by adhibiting the partnership name we, each of the undersigned, herby commit this Dentists’ partnership and each of us individually to the foregoing conditions of Grant and agree that the Dentist(s) partnership and each of us individually and collectively shall be bound by these conditions.

**(Partnership) Name**

(Partnership Name adhibited by:) [name]

Signed by each (of the) Dentist(s) (in the partnership) as follows:

Signed by:………………………………………………………..

Print Name:………………………………………………………

Address:………………………………………………………….

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Signed by:………………………………………………………

Print Name:…………………………………………………….

Address:………………………………………………………..

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Signed by:…………………………………………………….

Print Name:…………………………………………………..

Address:………………………………………………………

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**[The Grant offer includes provision for signature by however many Dentist(s) have been accessed as eligible to receive the Grant and to whom the Grant offer is being made as each Dentist must individually sign this document. N.B. Each page of this document must be initiated prior to submission to [NHS Board]].**