

Pandemic influenza

Guidance on the delivery of and contract arrangements for primary care dentistry



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For Recipient's Use	

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Guidance on the delivery of and contract arrangements for primary care dentistry

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1 Introduction

- 1.1 This good practice guidance provides specific advice to the NHS on the delivery and contract arrangements for primary care dentistry in the event of a pandemic. It supplements and should be read with other guidance on pandemic flu, which is available on the Department of Health website (www.dh.gov.uk/pandemicflu).

2 Impact of a flu pandemic on the delivery of primary care dentistry

- 2.1 While the pattern of development of a pandemic in the UK cannot be absolutely predicted, it is most likely that it would spread over a matter of weeks, and not necessarily uniformly, in the initial phase. It is therefore important for each primary care trust (PCT) to determine the impact on dental services in light of the development of the pandemic locally.
- 2.2 It is expected that the principle of 'business as usual' will operate for NHS primary care dentistry until this is no longer feasible. Possible situations that may prevent business as usual at individual provider level, or more widely within a PCT, include:
- insufficient clinical and non-clinical practice staff available to enable safe running of the service, owing to illness or a need to be absent to care for dependants
 - well-asymptomatic patients choosing not to attend for treatment
 - pandemic penetration at such levels that a significant proportion of the population are ill and therefore not able to attend for treatment.
- 2.3 Further information on the likely nature and spread of an influenza pandemic can be found in chapters 2 and 3 of *Pandemic flu: A national framework for responding to an influenza pandemic*, available at www.dh.gov.uk/pandemicflu

3 Contract compliance

- 3.1 Many General Dental Services (GDS) and Personal Dental Services (PDS) contracts will include a section relating to 'force majeure' (see Appendix). If a provider can demonstrate that it cannot perform its obligations and duties under its contract because of a flu pandemic, it may invoke the force majeure clause of its contract.
- 3.2 PCTs will wish to ensure that the provider takes all action within its power to comply with the terms of the contract as fully as possible. However, it is acknowledged that a significant pandemic could affect the delivery of a contract.
- 3.3 PCTs need to inform providers of the information they need them to provide in such circumstances. This information can then be taken into account in the contract review at the end of the financial year. Examples might include records of staff absence/illness and the number of patients failing to attend appointments over defined time periods.

4 Contractual payments to providers

- 4.1 Contractual payments should continue to be made to providers with no penalty, subject to providers having taken all action within their power to comply with their contractual terms. The PCT and the provider would be expected to agree a reasonable and proportionate response to the disruption of normal service provision.
- 4.2 If a pandemic commences near the beginning of a financial year the PCT could agree a temporary variation of the number of commissioned Units of Dental Activity (UDA) or Units of Orthodontic Activity (UOA) proportionate to the number of days/sessions or weeks lost during the pandemic. If later in the period, the loss could be taken into account at the year-end review.
- 4.3 If business as normal is no longer feasible, then in order for the contract value to be paid, it is considered reasonable for PCTs to expect that:
 - providers will be willing to support the delivery of essential dental services
 - those staff able to work will attend their place of work to carry out agreed practice-based duties
 - providers will support the wider NHS.

5 Supporting the delivery of primary care dentistry and the work of the wider NHS

- 5.1 Unlike primary medical care, the total PCT dental practice capacity will probably not be challenged by an increased number of patient attendances. Consideration needs to be given as to how primary care dental staff who are well and able to attend work might be able to contribute to supporting the NHS in dentistry and other roles during the pandemic period.
- 5.2 PCTs should work with their local providers to address these issues. PCTs may wish to consider developing a Memorandum of Understanding that covers the following:
- arrangements should be in place to ensure that asymptomatic individuals with an urgent dental problem can access appropriate care if their usual practice is not able to provide care owing to circumstances related to the pandemic
 - PCTs should work with dental providers to ensure that individuals with influenza can access emergency dental treatment. It is anticipated that relatively few people within a PCT area will need such treatment each day
 - clinical and non-clinical staff may be able to provide support to the wider NHS where roles have been identified that are within their skills set and where support and training is available to ensure their competence and confidence. PCTs should consider the potential roles that members of the dental team could support, and should discuss this with their local profession/providers. Examples include taking phone calls, triaging patients, providing information and signposting patients to other services
 - if primary care dentistry is no longer possible in a practice, it would be reasonable to expect those who are able to attend work to do so in order that patients contacting the practice can be appropriately advised. PCTs should also engage with local providers to consider how primary care dental practice staff could best be deployed within the practice – for example, in updating practice policies, undertaking audits based on record card information, and undertaking other activities that enhance the service provided by the practice.
- 5.3 In considering whether to treat symptomatic patients with urgent dental needs, PCTs should expect members of the dental team to put patients' interests first and act to protect them. In doing so, and provided that appropriate personal protective equipment is available and training on its use has been provided, dental team members should be aware of their ethical responsibilities for providing treatment to such patients.
- 5.4 Further information on personal protective equipment can be found in chapter 5 of *Guidance for infection control in hospitals and primary care settings*, available at www.dh.gov.uk/pandemicflu

6 Staff sharing

- 6.1 There may be situations where the sharing of dental practice staff between practices may help to enable a practice to continue providing a dental service. The employment law implications of this are complex, and appropriate advice should be sought in such situations.

7 Indemnity for primary care dental staff

- 7.1 Where primary care dental staff working in the independent contractor setting agree to work in NHS healthcare settings or organisations outside their usual workplace, arrangements for them to be covered by NHS indemnity should be arranged.

8 Education and support for NHS primary care dental staff

- 8.1 PCTs should, with immediate effect, include NHS primary care dental staff in all communications and relevant training regarding pandemic flu to increase knowledge and understanding and reduce unnecessary concerns.
- 8.2 PCTs should ensure that NHS primary care dental teams have access to appropriate occupational health support services to minimise the impact of a pandemic on their ability to work and their health and wellbeing.

9 Private dental practices

- 9.1 Pandemic flu is a public health matter, and private dental practices should comply with the general guidance for dentists to ensure that the infection is contained as far as possible. There will be no obligation for PCTs to reimburse private practices when workload (and therefore income) is affected. Ad hoc arrangements might arise when private dental healthcare workers undertake dental and or non-dental duties at the request of the PCT.

10 Resuming 'business as usual'

- 10.1 A gradual return to normality should be anticipated and expectations regarding service delivery shaped accordingly. The pace of recovery will depend on the residual impact of the pandemic, ongoing demands, backlogs, staff recovery and continuing supply difficulties. The rate of recovery may differ from provider to provider.

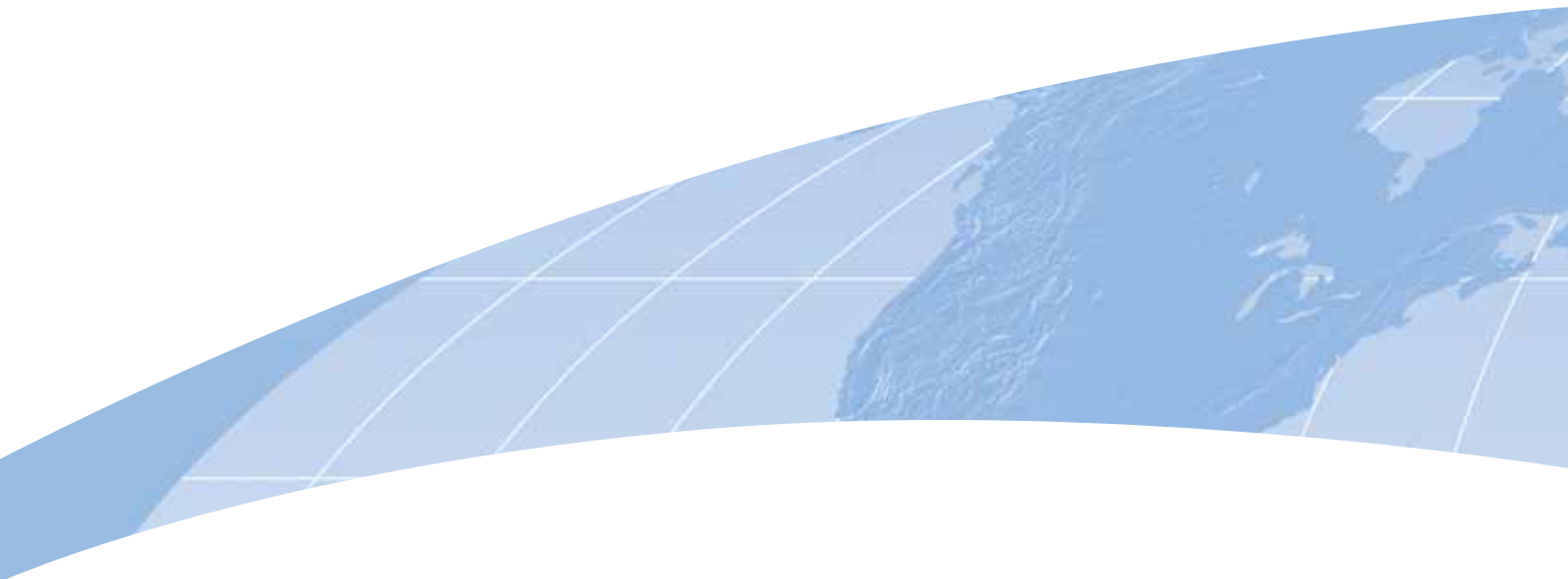
Appendix

Force majeure

The following extract is taken from the Standard GDS Contract (Clauses 372–375¹). Similar clauses appear in the Standard Clauses for a PDS Agreement where the primary care trust is not providing services under the agreement (Clauses 350–353).

372. Neither party shall be responsible to the other for any failure or delay in performance of its obligations and duties under this Contract which is caused by circumstances or events beyond the reasonable control of a party. However, the affected party must promptly on the occurrence of such circumstances or events:
- inform the other party in writing of such circumstances or events and of what obligation or duty they have delayed or prevented being performed; and
 - take all action within its power to comply with the terms of this Contract as fully and promptly as possible.
373. Unless the affected party takes such steps, clause 372 shall not have the effect of absolving it from its obligations under this Contract. For the avoidance of doubt, any actions or omissions of either party's personnel or any failures of either party's systems, procedures, premises or equipment shall not be deemed to be circumstances or events beyond the reasonable control of the relevant party for the purposes of this clause, unless the cause of failure was beyond reasonable control.
374. If the affected party is delayed or prevented from performing its obligations and duties under the Contract for a continuous period of 3 months, then either party may terminate this Contract by notice in writing within such period as is reasonable in the circumstances (which shall be no shorter than 28 days).
375. The termination shall not take effect at the end of the notice period if the affected party is able to resume performance of its obligations and duties under the Contract within the period of notice specified in accordance with clause 374 above, or if the other party otherwise consents.

¹ Although not required by the Regulations, the inclusion of these clauses is recommended.



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