

## **AMENDMENT NO. 163**

### **STATEMENT OF DENTAL REMUNERATION**

PURSUANT TO REGULATION 22(3)  
OF THE NATIONAL HEALTH SERVICE  
(GENERAL DENTAL SERVICES) (SCOTLAND)  
REGULATIONS 2010, AS AMENDED,  
SCOTTISH MINISTERS HAVE  
AMENDED ON 11 MARCH 2024  
THE STATEMENT OF DENTAL REMUNERATION,  
AND HEREBY PUBLISH THE AMENDMENT

## **AMENDMENT NO. 163**

1. The amendments shall take effect from the dates set out below.
  - (i) The amendments to Determination I shall take effect from 1 April 2024;
  - (ii) The amendments to Determination IV shall take effect from 1 August 2022;
  - (iii) The amendment to Determination XIII shall take effect from 1 April 2024.
  
2. The amendment shall not affect any rights or liabilities acquired or incurred under or by virtue of any provision of the Statement of Dental Remuneration amended or replaced by this amendment.

# Statement of Dental Remuneration

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# Statement of Dental Remuneration

## DETERMINATION I SCALE OF FEES – 1 NOVEMBER 2023

### Section I – Oral Health Examination and Diagnosis

#### 1-(a) Extensive Clinical Examination

- Extensive clinical exam, advice, charting, and report. This should include, where appropriate:
  - a medical and dental history update;
  - charting of missing/present teeth and existing restorations;
  - appropriate charting and/or monitoring of any malocclusion;
  - a soft tissue exam;
  - a caries risk assessment;
  - a basic periodontal exam and periodontal risk/status;
  - oral hygiene status;
  - temporomandibular joint (TMJ) assessment;
  - any relevant non-carious tooth surface loss;
  - recording of information on habits affecting oral health and provision of advice (where required) on: behaviour, diet, smoking, alcohol, and drug use;
  - clinical photographs, where required.
- Based on patient's known dental history and clinical assessment the recall frequency for item 1-(a) may be 12, 18 or 24 months.
- Item 1-(a) can also be claimed, where permanent teeth are present, for a diagnostic orthodontic assessment prior to starting a course of active orthodontic treatment as part of an orthodontic claim.
  - Where active treatment will not be required a fee under item 1-(a) may still be claimed.
  - Where active treatment is required no fee will be claimable under item 1-(a) as part of an orthodontic claim if appropriate study models and radiographs are not available.
- Item 1-(a) cannot be claimed again by the same dentist within 11 complete calendar months of a previous item 1-(a) claim, except where the dentist who is responsible for a patient's general care undertakes orthodontic treatment, as long as it is submitted as part of an orthodontic claim.

A001

Dentist's Fee: **£ 19.60**  
Patient's Charge: **£ 0.00**

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#### 1-(b) Review Examination

- Appointment for clinical review between examinations based on patient risk factors identified in item 1-(a). This item may include, but is not limited to, reviews:
  - required between examinations;

- of trauma following initial treatment;
  - of patients with high caries rates;
  - of suspicious lesions;
  - of periodontal status;
  - of tooth surface loss;
  - of temporomandibular joint (TMJ) dysfunction;
  - of orthodontic status following an initial diagnostic orthodontic assessment where the patient was not ready for active orthodontic treatment.
- Item 1-(b) can be claimed as clinically required but must be based on clinical risk factors.
  - Item 1-(b) can be claimed whilst there is an open course of treatment if the patient has to attend the practice for a review unrelated to the open course of treatment. This should be submitted on a separate claim form.
  - Item 1-(b) cannot be claimed when a patient attends for treatment as part of an open course of treatment which contains item 1-(a).

A002
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Dentist's Fee:	<b>£ 9.80</b>
Patient's Charge:	<b>£ 0.00</b>

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#### 1-(c) **Unscheduled care assessment and treatment**

- Unscheduled assessment and/or treatment of acute conditions. This may include, but is not limited to:
  - periodontal abscess;
  - orthodontic problems;
  - incision and drainage;
  - periapical periodontitis;
  - arrest of abnormal haemorrhage;
  - all bacterial (excluding caries), viral, ulcerative and fungal conditions;
  - trauma;
  - pericoronitis;
  - denture adjustment;
  - stoning/smoothing sharp cusp/tooth;
  - recement of crown, conventional bridge, inlay, onlay or veneer.
- Item 1-(c) can be claimed:
  - when a patient needs to be seen for unscheduled care and there is no other item in Determination I that can be claimed (except items 1-(d), 1-(e) or 8- which can be claimed alongside item 1-(c) if required); or
  - in addition to another examination/treatment item if unscheduled treatment is also required when a patient attends the practice, but this must be submitted as a separate claim.
- Item 1-(c) cannot be claimed:
  - for arrest of haemorrhage at the same appointment where treatment has been carried out under items 5-(a), 5-(b), 5-(c), or 5-(d);

- for the recementing of crowns, conventional bridges, inlays, onlays, or veneers, if these items have been provided by the same dentist, for the same tooth, within the previous 11 complete calendar months;
  - in connection with items in section VII if those items have been provided within the previous 3 complete calendar months by the same dentist for the same appliance;
  - for orthodontic problems by the same dentist responsible for the orthodontic treatment where these issues are covered under item 32.
- A claim for item 1-(c) must be submitted on a general claim form and the only additional treatment items that can be included on the claim, if required, are items 1-(d), 1-(e) or 8-.

A003

Dentist's Fee: **£ 19.60**  
 Patient's Charge: **£ 15.68**

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**1-(d) Intraoral Radiograph**

- This includes:
  - periapical films
  - horizontal and vertical bite wings for posterior teeth
  - occlusal films for the floor of the mouth and/or the palate
- Item 1-(d) also includes assessment and reporting of radiographs.
- Item 1-(d) can be provided as required based on clinical need and in line with current IR(ME)R guidance.

A004

Dentist's Fee: **£ 6.90**  
 Patient's Charge: **£ 5.52**

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**1-(e) Extraoral Radiograph**

- This includes:
  - Panoramic (OPG) films
  - Lateral cephalogram for orthodontic assessment
- Item 1-(e) also includes assessment and reporting of radiographs.
- Item 1-(e) can be provided as required based on clinical need and in line with current IR(ME)R guidance.

A005

Dentist's Fee: **£ 16.95**  
 Patient's Charge: **£ 13.56**

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**1-(f) Study Models (per set)**

- Digital or cast study models for:
  - orthodontic purposes;
  - treatment planning for bridgework;
  - hard splints;
  - monitoring and/or treatment of tooth surface loss; or
  - where study models have been requested by the CSA.

- Item 1-(f) cannot be claimed more than once in any 11 complete calendar months, except in connection with orthodontic treatment where it can be claimed up to twice per course of treatment.

A006

Dentist's Fee: **£ 33.90**  
Patient's Charge: **£ 27.12**

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## Section II – Preventive Care and Periodontal Treatment

### 2-(a) Enhanced preventive advice and treatment (including Childsmile)

- Enhanced preventive care, advice, and treatment for children and dentate adult patients, which must include:
  - oral hygiene instruction; and
  - tooth brushing and interdental cleaning demonstration, where appropriate.
- It may also include, where appropriate:
  - alcohol and smoking cessation advice;
  - dietary advice;
  - discussion of risk and medical factors including, but not limited to, medication, diabetes and pregnancy;
  - application of fluoride varnish;
  - review of plaque retentive factors;
  - Professional Mechanical Plaque Removal (PMPR) of calculus.
- Item 2-(a) cannot be claimed:
  - alongside item 2-(c) or 2-(d);
  - by the same dentist within 2 complete calendar months of a previous claim for item 2-(a).

B001

Dentist's Fee: £ 19.60  
Patient's Charge: £ 15.68

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### 2-(b) Fissure sealants (per tooth)

- The application of fissure sealants, as a primary preventive measure, to pits and fissures of:
  - unfilled permanent molar teeth or hypoplastic premolars within 2 years of their eruption; or
  - unfilled retained deciduous molar teeth.
- This includes the maintenance of fissure sealants for 23 complete calendar months after application.
- For patients with special care needs or those with high caries risk, item 2-(b) can be claimed for:
  - initial fissure sealants beyond 2 years of eruption of teeth.
  - additional applications of fissure sealants after 23 complete calendar months from the last application on the same tooth.

B002 [TS]

Dentist's Fee: £ 12.70  
Patient's Charge: £ 10.16

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### 2-(c) Periodontal assessment and treatment for patients with a BPE of 3 or 4 and/or interdental bone loss (standard)

- Periodontal assessment must include:
  - recording of medical history, including, but not limited to: diabetes and pregnancy;
  - recording of modifiable risk factors such as smoking;



- recording of pocket charting and recession for appropriate sextants;
  - recording of plaque and bleeding scores, and plaque retentive factors;
  - radiographs (claimable under item 1-(d), if clinically necessary);
  - recording of mobility, if present;
  - charting of furcation lesions, if present;
  - providing a treatment plan to the patient and explaining the patient's role in the treatment.
- Treatment may include:
    - Professional Mechanical Plaque Removal (PMPR) with supra and sub-gingival scaling in areas up to 4mm to allow for assessment;
    - subgingival PMPR/root surface instrumentation of pockets of 4mm or more where sub-gingival deposits are present or bleed on probing and removal of retentive factors/marginal correction of restoration;
    - oral hygiene instruction;
    - tooth brushing and interdental cleaning demonstration, including asking the patient to practise;
    - lifestyle modification advice, such as: diet, physical activity, smoking cessation, alcohol consumption.
- A periodontal review examination (under 1-(b)), with a 6 point pocket chart, must be undertaken not less than 2 complete calendar months following active treatment under a previous claim for item 2-(c) or 2-(d) before another claim can be made by the same dentist for item 2-(c).
  - Where more than one sextant is affected and requires treatment over additional appointments item 2-(e) can also be claimed.

**B003**

Dentist's Fee: **£ 40.30**

Patient's Charge: **£ 32.24**

**2-(d) Periodontal assessment and treatment for patients with a BPE of 3 or 4 and/or interdental bone loss (enhanced)**

- Periodontal re-assessment must include:
  - recording of pocket charting and recession for appropriate sextants;
  - radiographs (claimable under item 1-(d), if clinically necessary);
  - recording of mobility, if present;
  - charting of bleeding on probing;
  - charting of furcation lesions, if present;
  - recording of plaque and bleeding scores, and plaque retentive factors;
  - risk factors;
  - behaviours;
  - providing a treatment plan to the patient and explaining the patient's role in the treatment.
- Treatment for managing non-responding sites may include:
  - repeating subgingival instrumentation on moderate residual (4-5mm) pockets and removal of retentive factors/marginal correction of restoration;

- instrumentation of deep residual pocketing (greater than or equal to 6mm);
  - reinforcing oral hygiene instruction, risk factor modification and behaviour change advice;
  - alternative causes for failure to respond to treatment should be considered at this stage.
- A periodontal review examination (under 1-(b)), with a 6 point pocket chart, must be undertaken not less than 2 complete calendar months following active treatment under a previous claim for item 2-(c) or 2-(d) before another claim can be made by the same dentist for item 2-(d).
  - Where more than one sextant is affected and requires treatment over multiple appointments item 2-(e) can also be claimed.

**B004**

Dentist's Fee: **£ 40.30**  
 Patient's Charge: **£ 32.24**

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**2-(e) Additional Periodontal Appointment Supplement**

- This can be claimed alongside item 2-(c) or 2-(d) where treatment over multiple appointments is required. This can only be claimed where treatment is required in more than one sextant.
- Item 2-(e) can be claimed up to a maximum of three times per course of treatment.

**B005**

Dentist's Fee: **£ 25.45**  
 Patient's Charge: **£ 20.36**

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## Section III – Restorative Treatment

### 3-(a) Filling (single surface)

- Clinically necessary fillings for permanent or deciduous teeth, can be provided in an appropriate material.
  - Amalgam fillings should not normally be provided for:
    - patients under 15 years of age at the start of a course of treatment;
    - patients with retained deciduous teeth;
    - patients who are pregnant or breastfeeding; or
    - for patients where there is a letter from a secondary care professional recommending amalgam should not be used due to the specific medical needs of the patient.
  - Amalgam fillings must not be provided in canine or incisor teeth.
  - Composite resin, synthetic resins, and glass ionomer fillings, except for sealant restorations, should not be provided for: premolar or molar teeth, under item 3-(a), where the filling involves the occlusal surface where this is for aesthetic reasons only.
- Fillings must include the provision of any linings, pulp capping or other preparatory treatment (including rubber dam) as required.
- Item 3-(a) cannot be claimed again, by the same dentist, for the same surface(s) within 11 complete calendar months of the original treatment, unless repair or replacement is required as a result of trauma.

C001	[TS] 1 single surface filling	Dentist's Fee:	£ 15.90
		Patient's Charge:	£ 12.72
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C012	[TS] 2 single surface fillings on one tooth	Dentist's Fee:	£ 31.80
		Patient's Charge:	£ 25.44

### 3-(b) Filling (2 surfaces)

- Clinically necessary fillings for permanent or deciduous teeth, can be provided in an appropriate material.
  - Amalgam fillings should not normally be provided for:
    - patients under 15 years of age at the start of a course of treatment;
    - patients with retained deciduous teeth;
    - patients who are pregnant or breastfeeding; or
    - for patients where there is a letter from a secondary care professional recommending amalgam should not be used due to the specific medical needs of the patient.
  - Amalgam fillings must not be provided in canine or incisor teeth.
  - Composite resin, synthetic resins, and glass ionomer fillings should not be provided for: premolar or molar teeth, under item 3-(b),

where the filling involves the occlusal surface where this is for aesthetic reasons only.

- Fillings must include the provision of any linings, pulp capping or other preparatory treatment (including rubber dam) as required.
- Item 3-(b) cannot be claimed again, by the same dentist, for the same surface(s) within 11 complete calendar months of the original treatment, unless repair or replacement is required as a result of trauma.

<b>C002</b> [TS] 2 surface filling	Dentist's Fee:	<b>£ 22.25</b>
	Patient's Charge:	<b>£ 17.80</b>

<b>C013</b> [TS] 2 x 2 surface fillings on one tooth	Dentist's Fee:	<b>£ 44.50</b>
	Patient's Charge:	<b>£ 35.60</b>

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### 3-(c) **Filling** (3 surfaces or more)

- Clinically necessary fillings for permanent or deciduous teeth, can be provided in an appropriate material.
  - Amalgam fillings should not normally be provided for:
    - patients under 15 years of age at the start of a course of treatment;
    - patients with retained deciduous teeth;
    - patients who are pregnant or breastfeeding; or
    - for patients where there is a letter from a secondary care professional recommending amalgam should not be used due to the specific medical needs of the patient.
  - Amalgam fillings must not be provided in canine or incisor teeth.
  - Composite resin, synthetic resins and glass ionomer fillings should not be provided for: premolar or molar teeth, under item 3-(c), where the filling involves the occlusal surface where this is for aesthetic reasons only.
- Fillings must include the provision of any linings, pulp capping or other preparatory treatment (including rubber dam) as required.
- Item 3-(c) cannot be claimed again, by the same dentist, for the same surface(s) within 11 complete calendar months of the original treatment, unless repair or replacement is required as a result of trauma.

<b>C003</b> [TS]	Dentist's Fee:	<b>£ 33.90</b>
	Patient's Charge:	<b>£ 27.12</b>

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### 3-(d) **Composite Supplement**

- Additional fee per filling for the use of composite resin under item 3-(a), 3-(b) or 3-(c).
- Item 3-(d) can be claimed for treatments involving:

- the surface of an anterior tooth, or
  - premolar or molar tooth that does not involve the occlusal surface.
- Item 3-(d) cannot be claimed again, by the same dentist, for the same surface(s) within 11 complete calendar months of the original treatment, unless repair or replacement is required as a result of trauma.

C004	[TS] Supplement for 1 filling	Dentist's Fee:	<b>£ 10.60</b>
		Patient's Charge:	<b>£ 8.48</b>
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C014	[TS] Supplement for 2 fillings on one tooth	Dentist's Fee:	<b>£ 21.20</b>
		Patient's Charge:	<b>£ 16.96</b>

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### 3-(e) Posterior Composite Supplement

- Additional fee per filling for the use of composite resin under item 3-(a), 3-(b) or 3-(c).
- Item 3-(e) can be claimed in connection with treatment involving the restoration of the occlusal and/or mesial and/or distal marginal ridge of a premolar or molar tooth for:
  - patients under 15 years of age at the start of a course of treatment;
  - patients who are pregnant or breastfeeding; or
  - patients where there is a letter from a secondary care professional recommending amalgam should not be used due to the specific medical needs of the patient.
- Item 3-(e) can also be claimed in connection with treatment involving the occlusal surface of any posterior tooth, for all categories of patient, where this is being provided for non-aesthetic reasons, such as tooth wear, but cannot include preventive resin restorations.
- Item 3-(e) cannot be claimed again, by the same dentist, for the same surface(s) within 11 complete calendar months of the original treatment, unless repair or replacement is required as a result of trauma.

C005	[TS] Supplement for 1 filling	Dentist's Fee:	<b>£ 33.90</b>
		Patient's Charge:	<b>£ 27.12</b>
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C015	[TS] Supplement for 2 fillings on one tooth	Dentist's Fee:	<b>£ 67.80</b>
		Patient's Charge:	<b>£ 54.24</b>

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### 3-(f) Endodontic Treatment (Incisor/Canine/Lower Premolar)

- This item must include:
  - the filling of a root canal of a permanent tooth with radiopaque filling material; and
  - the provision of any necessary dressings and all other preparatory treatment and appropriate radiographs.

- Item 3-(f) can also include, where appropriate, the opening of root canal(s) for drainage, pulp extirpation, and/or incision of an abscess.
- No fee will be payable under item 3-(f) unless appropriate radiographs are available.
- Item 3-(f) cannot be claimed again, by the same dentist, for the same tooth within 11 complete calendar months of the original treatment, unless repair or replacement is required as a result of trauma.

C006 [TS]

Dentist's Fee: **£118.70**  
 Patient's Charge: **£ 94.96**

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### 3-(g) Endodontic Treatment (Upper Premolar)

- This item must include:
  - the filling of a root canal of a permanent tooth with radiopaque filling material; and
  - the provision of any necessary dressings and all other preparatory treatment and appropriate radiographs.
- Item 3-(g) can also include, where appropriate, the opening of root canal(s) for drainage, pulp extirpation, and/or incision of an abscess.
- No fee will be payable under item 3-(g) unless appropriate radiographs are available.
- Item 3-(g) cannot be claimed again, by the same dentist, for the same tooth within 11 complete calendar months of the original treatment, unless repair or replacement is required as a result of trauma.

C007 [TS]

Dentist's Fee: **£144.15**  
 Patient's Charge: **£115.32**

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### 3-(h) Endodontic Treatment (Molar)

- This item must include:
  - the filling of a root canal of a permanent tooth with radiopaque filling material; and
  - the provision of any necessary dressings and all other preparatory treatment and appropriate radiographs.
- Item 3-(h) can also include, where appropriate, the opening of root canal(s) for drainage, pulp extirpation, and/or incision of an abscess.
- No fee will be payable under item 3-(h) unless appropriate radiographs are available.
- Item 3-(h) cannot be claimed again, by the same dentist, for the same tooth within 11 complete calendar months of the original treatment, unless repair or replacement is required as a result of trauma.

C008 [TS]

Dentist's Fee: **£191.85**  
 Patient's Charge: **£153.48**

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**3-(i) Pulpotomy**

- Amputation of the coronal pulp/portion of the tooth of a deciduous/retained deciduous tooth.
- Item 3-(i) includes the provision of any necessary dressings and all other preparatory treatment.

C009 [TS]

Dentist's Fee: **£ 28.60**  
Patient's Charge: **£ 22.88**

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**3-(j) Root Canal Re-Treatment Supplement**

- This item may only be claimed alongside item 3-(f), 3-(g), or 3-(h), where a root canal re-treatment is required and the pre-operative radiograph shows evidence of an existing obturation.
- Item 3-(j) cannot be claimed for the same tooth, by the same dentist, within 11 complete calendar months of any claim for item 3-(f), 3-(g), or 3-(h), or 3-(j), unless repair or replacement is required as a result of trauma.

C010 [TS]

Dentist's Fee: **£ 55.10**  
Patient's Charge: **£ 44.08**

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**3-(k) Internal Bleaching (per tooth)**

- Internal bleaching for successfully root-filled, minimally restored, incisors and canines for patients who are 18 years or over at the start of the course of treatment.
- Item 3-(k) can be claimed with item 7-(h) for combination internal/external bleaching for successfully root-filled teeth.
- No fee will be payable under item 3-(k) unless appropriate pre-operative radiographs and clinical photographs are available.
- Item 3-(k) cannot be claimed alongside item 4-(a), 4-(b), 4-(c), 4-(d), 4-(f), or 4-(g), on the same tooth.

C011 [TS]

Dentist's Fee: **£ 80.55**  
Patient's Charge: **£ 64.44**

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## Section IV – Extra Coronal Restorations

### 4-(a) **Stainless Steel Crown and Provisional Crown/Bridge** (per unit)

- Stainless steel crowns can be provided:
  - for deciduous molar teeth;
  - for permanent 1st molar teeth when recommended by an orthodontist as part of a course of orthodontic treatment;
  - for permanent 1st molar teeth for molar hypomineralisation as a provisional restoration;
  - as a provisional measure on any molar as part of palliative care.
- Provisional crowns, for unscheduled care and treatment, can be provided using any suitable material deemed clinically necessary prior to providing item 4-(b) or 4-(c).
- Provisional bridges can be provided using any suitable material deemed clinically necessary.
- Item 4-(a) includes the provision of any necessary dressings, all other preparatory treatment, and the recementing/refixing of the provisional crown or bridge.
- Item 4-(a) cannot be claimed:
  - again, by the same dentist, for the same tooth within 11 complete calendar months, unless repair or replacement is required as a result of trauma.
  - by the same dentist, for the same tooth within 11 complete calendar months of providing item 4-(b), 4-(c), 4-(f) or 4-(g).

D001 [TS]

Dentist's Fee: £ 45.60  
Patient's Charge: £ 36.48

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### 4-(b) **Crown Placement**

- Crowns can normally only be provided for patients who are 17 years or over at the start of the course of treatment, using any of the following materials:
  - cast metal;
  - porcelain bonded to metal;
  - ceramic/porcelain.
- Tooth coloured crowns should not be placed on teeth distal to the second premolar, except where a first permanent molar occupies the position of the second premolar.
- Item 4-(b) includes the provision of any necessary dressings, all other preparatory treatment, and the recementing of any provisional restoration provided as part of the course of treatment.
- No fee will be payable under item 4-(b) unless appropriate radiographs are available.
- Item 4-(b) cannot be claimed:



- again by the same dentist, for the same tooth, if a repair or replacement is required within 11 complete calendar months, unless it is required as a result of trauma;
- alongside item 3-(k).

<b>D002</b> [TS]	Dentist's Fee:	<b>£186.55</b>
	Patient's Charge:	<b>£149.24</b>

**Crown Placement Incomplete Fee (70% of fee)**

- Incomplete treatment fee for item 4-(b) can only be claimed after 2 complete calendar months since the patient last attended. Any appliances must be retained for at least 12 months after the date of payment and submitted to the CSA if requested.

<b>D003</b> [TS]	Dentist's Fee for incomplete treatment:	<b>£130.60</b>
	Patient's Charge:	<b>£104.48</b>

**Crown Placement Balancing Fee (30% of fee)**

- Where a patient resumes treatment after an incomplete treatment fee has been paid then only the balance of fees will subsequently be paid.

<b>D004</b> [TS]	Balancing Fee for incomplete treatment:	<b>£ 55.95</b>
	Patient's Charge:	<b>£ 44.76</b>

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**4-(c) Post and/or Core Retention for crowns or bridges**

- Post and/or core retention provided for crown or bridge using any suitable material deemed clinically necessary.

<b>D005</b> [TS]	Dentist's Fee:	<b>£ 45.60</b>
	Patient's Charge:	<b>£ 36.48</b>

**Post and/or Core Retention Incomplete Fee (70% of fee)**

- Incomplete treatment fee for item 4-(c) can only be claimed after 2 complete calendar months since the patient last attended, where a post and/or core retention has been made but not fitted. Any appliances must be retained for at least 12 months after the date of payment and submitted to the CSA if requested.

<b>D019</b> [TS]	Dentist's Fee for incomplete treatment:	<b>£ 31.90</b>
	Patient's Charge:	<b>£ 25.52</b>

**Post and/or Core Retention Balancing Fee (30% of fee)**

- Where a patient resumes treatment after an incomplete treatment fee has been paid then only the balance of fees will subsequently be paid.

<b>D020</b> [TS]	Balancing Fee for incomplete treatment:	<b>£ 13.70</b>
	Patient's Charge:	<b>£ 10.96</b>

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#### 4-(d) Inlay/Onlay Placement

- Inlays/Onlays can normally only be provided for patients who are 17 years or over at the start of the course of treatment, using any suitable material deemed clinically necessary.
- Tooth coloured inlays/onlays should not be placed on teeth distal to the second premolar except where a first permanent molar occupies the position of the second premolar.
- Item 4-(d) includes the provision of any necessary dressings, all other preparatory treatment, and the recementing of any provisional restoration provided as part of the course of treatment.
- Item 4-(d) cannot be claimed again, by the same dentist, for the same tooth within 11 complete calendar months, unless repair or replacement is required as a result of trauma.

D006	[TS]	Dentist's Fee:	<b>£186.55</b>
		Patient's Charge:	<b>£149.24</b>

#### **Inlay/Onlay Incomplete Fee (70% of fee)**

- Incomplete treatment fee for item 4-(d) can only be claimed after 2 complete calendar months since the patient last attended. Any appliances must be retained for at least 12 months after the date of payment and submitted to the CSA if requested.

D007	[TS]	Dentist's Fee for incomplete treatment:	<b>£130.60</b>
		Patient's Charge:	<b>£104.48</b>

#### **Inlay/Onlay Balancing Fee (30% of fee)**

- Where a patient resumes treatment after an incomplete treatment fee has been paid then only the balance of fees will subsequently be paid.

D008	[TS]	Balancing Fee for incomplete treatment:	<b>£ 55.95</b>
		Patient's Charge:	<b>£ 44.76</b>

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#### 4-(e) Replacement Veneer

- Replacement veneers can be provided for patients using any suitable material deemed clinically necessary for upper teeth anterior to the first premolar, and subject to satisfactory periapical condition, periodontal status, general standard of oral hygiene and occlusion.
- Item 4-(e) includes the provision of any necessary dressings, all other preparatory treatment, and the recementing of any provisional restoration provided as part of the course of treatment.
- Item 4-(e) cannot be claimed again, by the same dentist, for the same tooth within 11 complete calendar months, unless repair or replacement is required as a result of trauma.

D009 [TS]

Dentist's Fee: £186.55

Patient's Charge: £149.24

**Replacement Veneer Incomplete Fee (70% of fee)**

- Incomplete treatment fee for item 4-(e) can only be claimed after 2 complete calendar months since the patient last attended. Any appliances must be retained for at least 12 months after the date of payment and submitted to the CSA if requested.

D010 [TS]

Dentist's Fee for incomplete treatment: £130.60

Patient's Charge: £104.48

**Replacement Veneer Balancing Fee (30% of fee)**

- Where a patient resumes treatment after an incomplete treatment fee has been paid then only the balance of fees will subsequently be paid.

D011 [TS]

Balancing Fee for incomplete treatment: £ 55.95

Patient's Charge: £ 44.76

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4-(f) **Conventional Bridge** (per unit)

- Bridges can normally only be provided for patients who are 17 years or over at the start of the course of treatment, with stable dentition, at least 6 months after extraction of any tooth to be replaced by the bridge, and subject to satisfactory periapical condition of the abutment teeth, periodontal status, general standard of oral hygiene and occlusion, using the following materials:
  - cast metal;
  - porcelain bonded to metal;
  - ceramic/porcelain.
- Bridges should have an adequate retainer to pontic ratio – not more than one pontic per retainer in cantilever bridges, two pontics per retainer in fixed movable bridges, and three pontics per two retainers in other bridges.
- Bridges to replace molar teeth must be necessary for the stability of the occlusion.
- Item 4-(f) includes:
  - all preparatory treatment required, including, dressings, pulp capping, and the recementing of any provisional restoration provided as part of the course of treatment;
  - retainers;
  - pontics in a suitable material deemed clinically necessary.
- No fee will be payable under item 4-(f) unless appropriate radiographs and study models are available.
- Item 4-(f) cannot be claimed to repair or replace a bridge where the same dentist provided the original bridge for the same teeth within 11 complete

calendar months, unless repair or replacement is required as a result of trauma.

D012 [TS]

Dentist's Fee: **£167.50**  
Patient's Charge: **£134.00**

**Conventional Bridge Incomplete Fee (70% of fee per unit)**

- Incomplete treatment fee for item 4-(f) can only be claimed after 2 complete calendar months since the patient last attended. Any appliances must be retained for at least 12 months after the date of payment and submitted to the CSA if requested.

D013 [TS]

Dentist's Fee for incomplete treatment: **£117.25**  
Patient's Charge: **£ 93.80**

**Conventional Bridge Balancing Fee (30% of fee per unit)**

- Where a patient resumes treatment after an incomplete treatment fee has been paid then only the balance of fees will subsequently be paid.

D014 [TS]

Balancing Fee for incomplete treatment: **£ 50.25**  
Patient's Charge: **£ 40.20**

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**4-(g) Resin Retained Bridge (per unit)**

- Bridges can normally only be provided, using any suitable material deemed clinically necessary, for patients who are 17 years or over at the start of the course of treatment, with stable dentition, at least 6 months after extraction of any tooth to be replaced by the bridge, and subject to satisfactory periapical condition of the abutment teeth, periodontal status, general standard of oral hygiene and occlusion.
- Bridges should have an adequate retainer to pontic ratio – not more than one pontic per retainer in cantilever bridges and three pontics per two retainers in other bridges.
- Bridges to replace molar teeth must be necessary for the stability of the occlusion.
- Item 4-(g) includes:
  - all preparatory treatment required, including, dressings, pulp capping, and the recementing of any provisional restoration provided as part of the course of treatment;
  - retainers;
  - pontics in a suitable material deemed clinically necessary.
- No fee will be payable under item 4-(g) unless appropriate radiographs and study models are available.
- Item 4-(g) cannot be claimed to repair or replace a bridge where the same dentist provided the original bridge for the same teeth within 11 complete calendar months, unless repair or replacement is required as a result of trauma.

D015 [TS]

Dentist's Fee: £ 96.45  
Patient's Charge: £ 77.16

**Resin Retained Bridge Incomplete Fee (70% of fee per unit)**

- Incomplete treatment fee for item 4-(g) can only be claimed after 2 complete calendar months since the patient last attended. Any appliances must be retained for at least 12 months after the date of payment and submitted to the CSA if requested.

D016 [TS]

Dentist's Fee for incomplete treatment: £ 67.50  
Patient's Charge: £ 54.00

**Resin Retained Bridge Balancing Fee (30% of fee per unit)**

- Where a patient resumes treatment after an incomplete treatment fee has been paid then only the balance of fees will subsequently be paid.

D017 [TS]

Balancing Fee for incomplete treatment: £ 28.95  
Patient's Charge: £ 23.16

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**4-(h) Recementing of a Resin Retained Bridge**

- Fee for recementing a resin retained bridge.
- Item 4-(h) cannot be claimed for the recementing of a resin retained bridge that has been provided by the same dentist, for the same tooth, within the previous 11 complete calendar months.

D018

Dentist's Fee: £ 42.40  
Patient's Charge: £ 33.92

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## Section V – Extractions

### 5-(a) Extraction

- Extractions of permanent or deciduous teeth for adults and children.
- Item 5-(a) includes all required post-operative care and advice, including arrest of haemorrhage, necessary sutures and their subsequent removal, except where urgent unscheduled care is required within a separate appointment in connection with item 1-(c).
- Item 5-(a) cannot be claimed alongside item 5-(b) or 5-(c) by the same dentist, for the same tooth.

E001 [TS]

Dentist's Fee: £ 36.05

Patient's Charge: £ 28.84

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### 5-(b) Surgical Extraction

- Surgical extractions of permanent or deciduous teeth for adults and children, which may include:
  - removal of buried roots;
  - division of roots/root sectioning;
  - removal of an unerupted tooth, including supernumerary teeth;
  - removal of an impacted tooth, including those requiring bone removal;
  - soft tissue incision;
  - muco-periosteal flap.
- Item 5-(b) includes all required post-operative care and advice, including arrest of haemorrhage, necessary sutures and their subsequent removal, except where urgent unscheduled care is required within a separate appointment in connection with item 1-(c).
- No fee will be payable under item 5-(b) unless appropriate radiographs are available.
- Item 5-(b) cannot be claimed alongside item 5-(a) or 5-(c) by the same dentist, for the same tooth.

E002 [TS]

Dentist's Fee: £ 68.90

Patient's Charge: £ 55.12

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### 5-(c) Advanced Surgical Extractions

- Surgical extractions of 3rd molars involving:
  - partially impacted or unerupted teeth;
  - raising of a muco-periosteal flap;
  - division/decoration of tooth/roots.
- Item 5-(c) includes all required post-operative care and advice, including arrest of haemorrhage, necessary sutures and their subsequent removal,

except where urgent unscheduled care is required within a separate appointment in connection with item 1-(c).

- No fee will be payable under item 5-(c) unless appropriate radiographs are available.
- Item 5-(c) cannot be claimed alongside item 5-(a) or 5-(b) by the same dentist, for the same tooth.

E003 [TS]

Dentist's Fee: £ 94.35  
Patient's Charge: £ 75.48

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#### 5-(d) Advanced Surgical Procedures

- Advanced surgical procedures, which may include:
  - surgical exposure of unerupted teeth for orthodontic purposes, including any necessary packing, suturing, and application of orthodontic appliance components;
  - oral-antral fistula/communication closure with muco-periosteal buccal advancement flap;
  - frenectomy;
  - removal of a mucocele;
  - repair of a lateral perforation;
  - removal of odontoma;
  - apicectomy;
  - hemisection of a tooth where part of it is being retained and prepared
  - biopsy and/or removal of a soft tissue lesion, including any necessary pathology and reporting;
  - removal of a cystic lesion within bone, including any necessary pathology and reporting;
  - periodontal surgery, including open flap debridement and/or resective therapy, gingivectomy, free gingival grafts and other periodontal plastic surgery.
- Item 5-(d) includes all required post-operative care and advice, including arrest of haemorrhage, necessary sutures and their subsequent removal, except where urgent unscheduled care is required within a separate appointment in connection with item 1-(c).
- Where lateral perforations, removal of odontoma, apicectomy, hemisection of a tooth, removal of a cystic lesion within bone, or periodontal surgery are undertaken appropriate radiographs should be available.

E004

Dentist's Fee: £ 94.35  
Patient's Charge: £ 75.48

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## Section VI – Sedation

### 6-(a) Sedation Assessment

- Provision of a sedation assessment, according to current conscious sedation guidelines, by those who have the appropriate knowledge, skills, training and experience.
- An assessment should include:
  - a thorough medical, dental social, anxiety, and sedation history;
  - history of prescribed and non-prescribed drugs (including recreational or illicit drugs);
  - recording of blood pressure, oxygen saturation, heart rate, Body Mass Index (BMI) physical status, and disabilities;
  - American Society of Anaesthesiologists (ASA) physical status;
  - oral examination and treatment plan;
  - pre and post sedation instructions;
  - patient consent.
- Item 6-(a) can be claimed even if a patient does not receive sedation for the course of treatment.
- Item 6-(a) cannot be claimed by the same dentist more than once per course of treatment.

F001

Dentist's Fee: £ 37.10  
Patient's Charge: £ 29.68

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### 6-(b) Sedation

- Provision of sedation using either:
  - a single intravenous sedative agent; or
  - inhalation sedation (using a dedicated machine capable of delivering a fixed maximum level of nitrous oxide and a fixed minimum level of oxygen).
- Item 6-(b) can be claimed:
  - for any course of NHS treatment where, in the opinion of the dentist, the treatment could not otherwise be carried out.
  - by either: the operator/sedationist; or the sedationist, where they are working with an operator who is claiming for the course of treatment.
  - each time a patient is sedated when a course of NHS treatment is carried out over multiple appointments.

F002

Dentist's Fee: £111.30  
Patient's Charge: £ 89.04

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## Section VII – Prosthesis

### 7-(a) Acrylic Denture (partial)

- Provision of a partial denture in synthetic resin, which includes:
  - all necessary backing and name tagging;
  - the provision of all necessary clasps, rests and strengtheners;
  - any adjustments needed within 3 complete calendar months after completion.
  
- Item 7-(a) can be claimed for a definitive denture, or a provisional denture following an extraction(s) for a patient with no existing denture. Where a patient has an existing acrylic denture that requires an addition following an extraction this should be claimed under item 7-(e).
  
- Item 7-(a) cannot be claimed to replace a denture where the same dentist provided the original denture for the same tooth within 11 complete calendar months, unless:
  - it is required as a result of trauma; or
  - it is to replace a provisional denture provided following an extraction carried out a minimum of 3 complete calendar months earlier.

<b>G001</b> [TS]	Dentist's Fee 1-3 teeth:	<b>£146.30</b>
	Patient's Charge:	<b>£117.04</b>
	Dentist's Fee 4-8 teeth:	<b>£164.30</b>
	Patient's Charge:	<b>£131.44</b>
	Dentist's Fee 9 or more teeth:	<b>£177.00</b>
	Patient's Charge:	<b>£141.60</b>

### Acrylic Denture (partial) Incomplete Fee (70% of fee)

- Incomplete treatment fee for item 7-(a) can only be claimed after 2 complete calendar months since the patient last attended. Any appliances must be retained for at least 12 months after the date of payment and submitted to the CSA if requested.

<b>G002</b> [TS]	Dentist's Fee for incomplete treatment 1-3 teeth:	<b>£102.40</b>
	Patient's Charge:	<b>£ 81.92</b>
	Dentist's Fee for incomplete treatment 4-8 teeth:	<b>£115.00</b>
	Patient's Charge:	<b>£ 92.00</b>
	Dentist's Fee for incomplete treatment 9 or more teeth:	<b>£123.90</b>
	Patient's Charge:	<b>£ 99.12</b>

### Acrylic Denture (partial) Balancing Fee (30% of fee)

- Where a patient resumes treatment after an incomplete treatment fee has been paid then only the balance of fees will subsequently be paid.

<b>G003</b> [TS]	Balancing Fee for incomplete treatment 1-3 teeth:	<b>£ 43.90</b>
	Patient's Charge:	<b>£ 35.12</b>

Balancing Fee for incomplete treatment 4-8 teeth: £ 49.30

Patient's Charge: £ 39.44

Balancing Fee for incomplete treatment 9 or more teeth: £ 53.10

Patient's Charge: £ 42.48

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#### 7-(b) Acrylic Denture (full)

- Provision of a full denture in synthetic resin, which includes:
  - all necessary backing and name tagging;
  - the provision of all necessary clasps, rests and strengtheners;
  - any adjustments needed within 3 complete calendar months after completion.
- Item 7-(b) can be claimed for a definitive denture, or a provisional denture following an extraction(s) for a patient with no existing denture.
- Item 7-(b) cannot be claimed to replace a denture where the same dentist provided the original denture for the same tooth within 11 complete calendar months, unless:
  - it is required as a result of trauma; or
  - it is to replace a provisional denture provided following an extraction carried out a minimum of 3 complete calendar months earlier.

G004

Dentist's Fee: £183.40

Patient's Charge: £146.72

#### Acrylic Denture (full) Incomplete Fee (70% of fee)

- Incomplete treatment fee for item 7-(b) can only be claimed after 2 complete calendar months since the patient last attended. Any appliances must be retained for at least 12 months after the date of payment and submitted to the CSA if requested.

G005

Dentist's Fee for incomplete treatment: £128.40

Patient's Charge: £102.72

#### Acrylic Denture (full) Balancing Fee (30% of fee)

- Where a patient resumes treatment after an incomplete treatment fee has been paid then only the balance of fees will subsequently be paid.

G006

Balancing Fee for incomplete treatment: £ 55.00

Patient's Charge: £ 44.00

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#### 7-(c) Cobalt Chrome Denture

- Provision of a full or partial cobalt chrome denture, which includes:
  - all necessary backing and name tagging;
  - the provision of all necessary clasps, rests and strengtheners;
  - any adjustments needed within 3 complete calendar months after completion.

- Item 7-(c) should not be provided until a minimum of 3 complete calendar months after extraction, and, for a partial cobalt chrome denture, is subject to satisfactory periapical condition of the abutment teeth, periodontal status, general standard of oral health, and occlusion.
- Item 7-(c) cannot be claimed to replace a denture where the same dentist provided the original denture for the same tooth within 11 complete calendar months, unless:
  - it is required as a result of trauma; or
  - it is to replace a provisional denture provided following an extraction carried out a minimum of 3 complete calendar months earlier.

G007 [TS]	Dentist's Fee 1-3 teeth:	<b>£273.50</b>
	Patient's Charge:	<b>£218.80</b>
	Dentist's Fee 4-8 teeth:	<b>£336.00</b>
	Patient's Charge:	<b>£268.80</b>
	Dentist's Fee 9 or more teeth:	<b>£356.15</b>
	Patient's Charge:	<b>£284.92</b>

#### **Cobalt Chrome Denture Incomplete Fee (70% of fee)**

- Incomplete treatment fee for item 7-(c) can only be claimed after 2 complete calendar months since the patient last attended. Any appliances must be retained for at least 12 months after the date of payment and submitted to the CSA if requested.

G008 [TS]	Dentist's Fee for incomplete treatment 1-3 teeth:	<b>£191.45</b>
	Patient's Charge:	<b>£153.16</b>
	Dentist's Fee for incomplete treatment 4-8 teeth:	<b>£235.20</b>
	Patient's Charge:	<b>£188.16</b>
	Dentist's Fee for incomplete treatment 9 or more teeth:	<b>£249.30</b>
	Patient's Charge:	<b>£199.44</b>

#### **Cobalt Chrome Denture Balancing Fee (30% of fee)**

- Where a patient resumes treatment after an incomplete treatment fee has been paid then only the balance of fees will subsequently be paid.

G009 [TS]	Balancing Fee for incomplete treatment 1-3 teeth:	<b>£ 82.05</b>
	Patient's Charge:	<b>£ 65.64</b>
	Balancing Fee for incomplete treatment 4-8 teeth:	<b>£100.80</b>
	Patient's Charge:	<b>£ 80.64</b>
	Balancing Fee for incomplete treatment 9 or more teeth:	<b>£106.85</b>
	Patient's Charge:	<b>£ 85.48</b>

7-(d) **Special Tray**

- Provision of a special tray in relation to dentures.
- Item 7-(d) can only be claimed alongside items 7-(a), 7-(b) and 7-(c).

G010

Dentist's Fee: £ 31.80  
Patient's Charge: £ 25.44

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7-(e) **Addition, hard reline, or repair of a denture**

- Any addition to a denture, including additional teeth, and clasps; or
- Lab or chair-side hard reline or repair of a denture.
- Item 7-(e) cannot be claimed by the same dentist within 3 complete calendar months of providing item 7-(a), 7-(b), or 7-(c) for reline of denture or addition of clasps.

G011

Dentist's Fee: £ 63.60  
Patient's Charge: £ 50.88

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7-(f) **Soft reline of a denture**

- Fee for a lab-based soft-reline of a denture.
- Item 7-(f) cannot be claimed by the same dentist within 3 complete calendar months of providing item 7-(a), 7-(b), or 7-(c).

G012

Dentist's Fee: £ 84.80  
Patient's Charge: £ 67.84

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7-(g) **Acid Etched Splint** (per union)

- Provision of an acid etched splint for:
  - the splinting of avulsed, luxated or mobile teeth, designed to allow primary healing to take place; or
  - the palliative care of periodontally involved teeth for the alleviation of symptoms where it is in the interest of the patient to avoid extraction.
- Item 7-(g) includes the provision of all necessary materials and removal of splints.

G013

Dentist's Fee: £ 64.65  
Patient's Charge: £ 51.72

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7-(h) **Laboratory made soft splint/fluoride tray/trauma retainer/external bleaching tray** (per appliance)

- Provision of a laboratory processed soft occlusal appliance used for diagnostic and/or therapeutic purposes in connection with parafunctional clenching, grinding of teeth and/or temporomandibular disorder.
- Item 7-(h) includes provision of all necessary materials.

- Item 7-(h) can only be claimed for external bleaching of specific teeth in connection with item 3-(k).
- Item 7-(h) cannot be claimed by the same dentist for the same appliance/teeth within 11 complete calendar months, unless a repair or replacement is required as a result of trauma.

G014

Dentist's Fee: £ 68.90

Patient's Charge: £ 55.12

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7-(i) **Laboratory made hard splint** (per appliance)

- Provision of a laboratory processed heat-cured acrylic occlusal appliance, covering the occlusal and incisal surfaces of all the teeth in one jaw, used for diagnostic and/or therapeutic purposes.
- Item 7-(i) includes all necessary materials.
- No fee will be payable under item 7-(i) unless appropriate study models are available.
- Item 7-(i) cannot be claimed by the same dentist for the same appliance/teeth within 11 complete calendar months, unless a replacement is required as a result of trauma.

G015

Dentist's Fee: £144.15

Patient's Charge: £115.32

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## Section VIII – Domiciliary Visit and Recalled Attendance

### 8- Domiciliary visit and recalled attendance

- Additional fee per location which can be claimed when a dentist provides a domiciliary visit, either at a patient's home or at a care home; or
- Additional fee when a dentist has to open/return to the practice when it is not normally open to see a patient(s) for an emergency.
  
- Item 8 can be claimed in addition to all the required items of treatment that are provided.
- No fee will be payable under item 8 to GPs providing enhanced skills in domiciliary care, for a domiciliary visit to an assigned care home.

H001

Dentist's Fee:	<b>£ 89.05</b>
Patient's Charge:	<b>£ 0.00</b>

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### 9- UNALLOCATED

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## Section IX – Orthodontic Treatment

32. Orthodontic Treatment: Including appliances constructed of suitable materials and any necessary oral hygiene instruction and general patient management:

32(a) Intra-oral appliances. Fee per appliance (including routine fixed appliance maintenance as necessary), where the treatment required for the permanent dentition is completed by the use of one or more of the following:

(1) removable spring and/or screw type appliance:

			Dentist's Fee	Patient's Charge
<b>3201</b>	upper	per appliance	<b>£164.45</b>	<b>(£131.56)</b>
<b>3202</b>	lower			

(2) simple fixed type appliance consisting of no more than 6 attachments:

<b>3203</b>	upper	per appliance	<b>£157.70</b>	<b>(£126.16)</b>
<b>3204</b>	lower			

(3) fixed multiband or multibracket appliance normally only payable where the active phase of treatment lasts 12 months:

<b>3205</b>	upper	per appliance	<b>£461.20</b>	<b>(£368.96)</b>
<b>3206</b>	lower			

(4) functional appliance:

<b>3207</b>		per appliance	<b>£282.75</b>	<b>(£226.20)</b>
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(5) bite plane appliance:

<b>3211</b>	upper	per appliance	<b>£120.65</b>	<b>(£96.52)</b>
<b>3212</b>	lower			

Additional fee for extra-oral traction or anchorage reinforcement where necessary, normally only payable once per course of treatment:

<b>3221</b>	upper	extra-oral traction	per appliance	<b>£67.15</b>	<b>(£53.72)</b>
<b>3223</b>	lower				
<b>3222</b>	upper	rigid anchorage reinforcement	per appliance	<b>£67.15</b>	<b>(£53.72)</b>
<b>3224</b>	lower				

32(b) Retention, normally to last for a minimum period of 12 months:

(1) supervision of retention for a period of not less than five complete

calendar months to include at least 2 visits per course of treatment:

		Dentist's Fee	Patient's Charge
<b>3231</b>		<b>per course of treatment</b>	<b>£41.60 (£33.28)</b>

Additional fee for each further period of supervision of not less than two complete calendar months, normally subject to a maximum of two such periods to include at least one visit per additional period:

<b>3232</b>		<b>per additional period</b>	<b>£20.90 (£16.72)</b>
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- (2) retention appliance, normally only 1 removable or 1 fixed retainer per arch and only provided after active appliance treatment. Fee per appliance:

<b>3233</b>	upper	<b>(i) removable retainer in acrylic resin</b>	<b>£81.30</b>	<b>(£65.04)</b>
<b>3234</b>	lower			
<b>3235</b>	upper	<b>(ii) fixed or bonded retainer</b>	<b>£92.55</b>	<b>(£74.04)</b>
<b>3236</b>	lower			
<b>3237</b>	upper	<b>(iii) removable pressure formed retainer</b>	<b>£65.90</b>	<b>(£52.72)</b>
<b>3238</b>	lower			

32(c) Repairs to orthodontic appliances:

- (1) repairing cracks or fractures in the acrylic of a removable appliance:

<b>3241</b>	upper		<b>per appliance</b>	<b>£34.20</b>	<b>(£0.00)</b>
<b>3247</b>	lower				

- (2) refixing a metal component or providing and fixing a replacement metal component on a removable appliance only. Fee per appliance:

<b>3242</b>	upper	<b>one repair</b>	<b>£41.60</b>	<b>(£0.00)</b>
<b>3248</b>	lower	<b>each additional repair</b>	<b>£10.75</b>	<b>(£0.00)</b>

- (3) repairing a removable functional appliance:

<b>3230</b>		<b>per appliance</b>	<b>£53.05</b>	<b>(£0.00)</b>
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- (4) repairing a fixed appliance involving the replacing of two or more brackets, bands, archwires or auxiliaries or any combination thereof in one arch:

<b>3239</b>	upper	<b>such fee as the Board may determine – no patient charge</b>
<b>3240</b>	lower	



Additional fee where an impression technique is necessary in connection with repairs under item 32(c)(1), 32(c)(2) or 32(c)(3) above. A second additional fee shall only be payable when necessary in connection with the repair of a removable functional appliance:

		Dentist's Fee	Patient's Charge
<b>3245</b>	<b>upper</b>		
<b>3246</b>	<b>lower</b>	<b>per impression</b>	<b>£10.35 (£0.00)</b>

32(d) Additions to or inclusions in orthodontic appliances of an artificial tooth to replace a missing natural tooth:

(1) addition or inclusion of an artificial tooth (including any associated gum) to a fixed appliance or fixed retainer:

<b>3261</b>	<b>upper [TS]</b>	<b>first tooth</b>	<b>£17.90 (£14.32)</b>
<b>3262</b>	<b>lower [TS]</b>	<b>each additional tooth</b>	<b>£17.90 (£14.32)</b>

(2) addition or inclusion of an artificial tooth (including any associated gum) to a removable appliance or removable retainer:

<b>3263</b>	<b>upper [TS]</b>	<b>first tooth</b>	<b>£26.75 (£21.40)</b>
<b>3264</b>	<b>lower [TS]</b>	<b>each additional tooth</b>	<b>£26.60 (£21.28)</b>

32(e) Replacement of appliances lost or damaged beyond repair:

(1) space maintainer or retention appliance:

<b>3281</b>	<b>per appliance</b>	<b>£64.80 (£51.84)</b>
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(2) removable spring and/or screw type appliance:

<b>3282</b>	<b>per appliance</b>	<b>£88.10 (£70.48)</b>
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(3) simple fixed type appliance consisting of no more than 6 attachments:

<b>3283</b>	<b>per appliance</b>	<b>£90.20 (£72.16)</b>
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(4) fixed multiband or multibracket appliance:

<b>3284</b>	<b>per appliance</b>	<b>£169.20 (£135.36)</b>
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(5) functional appliance:

<b>3285</b>	<b>per appliance</b>	<b>£104.30 (£83.44)</b>
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\*32(f) Any other orthodontic treatment:

<b>3291</b>	<b>such fee as the Board may determine</b>
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32(g) Any other orthodontic treatment – Prior Approval not required:

**3293**

**such fee as the Board may determine**

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**Provisos to Item 32:**

- \*1. no fee under item 32(a) shall be payable for the closure of central diastemas where the associated permanent canines have not erupted unless the prior approval of the Board is obtained;
2. no fee shall be payable under items 32(a) or 32(f) unless a fee is also payable, or has been paid, under items 1-(a) (extensive clinical examination) except where an appropriate consultant's report is available;
3. no fee shall be payable under items 32(a) or 32(f) unless study casts, and radiographs where appropriate, are available;
4. no more than three fees per course of treatment shall be payable for extra-oral traction and/or anchorage reinforcement;
5. where a combination of repairs under items 32(c)(1) and 32(c)(2) is undertaken, the fee for the repair shall be the highest appropriate fee for the single repair and the fee for each additional repair shall be £10.75 up to a maximum of £22.95;
6. no fee in excess of £37.50 per appliance shall be paid under items 32(d)(1);
7. no fee in excess of £55.75 per appliance shall be paid under item 32(d)(2);
8. no fee shall be payable under item 32(b)(2)(iii) where the same dentist was paid, or in respect of which the same dentist was paid, or is entitled to be paid, a fee under item 32(b)(2)(iii) during the previous 11 complete calendar months;
9. no fee shall be payable under item 32 unless any appliance provided under item 32 has been fitted by the dentist;
10. no fee shall be payable under item 32(c)(1), 32(c)(2) or 32(c)(3) unless the repair incurred a laboratory fee;
11. a fee under item 32(c)(4) shall only be payable in exceptional circumstances to a dentist, other than an orthodontist, who repairs a fixed appliance on behalf of an orthodontist for a patient who resides in a remote area where any delay in the repair would adversely affect the patient's orthodontic treatment.

## Section X – Additional Payments

### 10-(a) Capitation Payment

- Fee per month for each patient accepted into a capitation arrangement.
- Where a claim for payment for examination and/or treatment has not been submitted for a patient for 3 years or more only 20% of the relevant fee will be paid.

Dentist's Fee 0-2 years:	£ 2.40
Dentist's Fee 3-5 years:	£ 3.20
Dentist's Fee 6-12 years:	£ 5.50
Dentist's Fee 13-17 years:	£ 7.15
Dentist's Fee 18-64 years:	£ 1.40
Dentist's Fee 65 years and over:	£ 1.70

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### 10-(b) Additional Support Needs Capitation Payment

- Fee per month for patients in a capitation arrangement who have additional support needs which requires the dentist to spend at least double the amount of time they would usually spend with a patient of the same age.
- Where this fee is payable it will be paid in addition to a fee under item 10-(a) for that patient.
- Where a claim for payment for examination and/or treatment has not been submitted for a patient for 3 years or more only 20% of the relevant fee will be paid.

Dentist's Fee 0-2 years:	£ 2.40
Dentist's Fee 3-5 years:	£ 3.20
Dentist's Fee 6-12 years:	£ 5.50
Dentist's Fee 13-17 years:	£ 7.15
Dentist's Fee 18-64 years:	£ 1.40
Dentist's Fee 65 years and over:	£ 1.70

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### 10-(c) Deprived Areas Capitation Enhancement

- For patients whose postcode of residence is in a Scottish Index of Multiple Deprivation (SIMD) area 1, the dentist will receive an addition to the capitation payment.
- A full and valid postcode for the patient must be provided to be eligible for this payment.

- Where a claim for payment for examination and/or treatment has not been submitted for a patient for 3 years or more only 20% of the relevant fee will be paid.

Dentist's Fee (per month): 

£ 0.30
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#### 10-(d) **Deprived Areas Fee Enhancement**

- For patients whose postcode of residence is in a Scottish Index of Multiple Deprivation (SIMD) area 1, the dentist will receive an additional payment of 10% of the Determination I payments authorised.
  - A full and valid postcode for the patient must be provided to be eligible for this payment.
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#### 10-(e) **Scale Additions**

- For payments authorised under Determination I dated on or after 1 November 2023, in respect of a contract or arrangement entered into or made:
    - i. on or after 1 April 2019 and before 1 April 2020, the CSA must pay to the dentist an additional sum equal to 20.2% of the payment so authorised;
    - ii. on or after 1 April 2020 and before 1 April 2021, the CSA must pay to the dentist an additional sum equal to 17.3% of the payment so authorised;
    - iii. on or after 1 April 2021 and before 1 April 2022, the CSA must pay to the dentist an additional sum equal to 14.1% of the payment so authorised;
    - iv. on or after 1 April 2022 and before 1 April 2023, the CSA must pay to the dentist an additional sum equal to 10.8% of the payment so authorised;
    - v. on or after 1 April 2023 and before 1 November 2023, the CSA must pay to, or in respect of, the dentist an additional sum equal to 6% of the payment so authorised;
    - vi. on or after 1 November 2023 no additional payment will be made.
  - No scale addition payments will be made for payments on account already paid by the CSA pending completion of care and treatment.
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#### \*39. **Miscellaneous Balancing Fee**

- Balancing fee for incomplete treatment which was started on, or before 31 October 2023, but is being completed on, or after, 1 November 2023.

**Such fee as the Board may determine**

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46. **Referral Fee**

- Fee for patient management, for up to 3 months, when treating a patient on referral from another dentist with whom the patient is in a capitation arrangement.
- Where the treatment is required because of trauma or where the patient is judged to be in pain, the prior approval of the Board will not be required.
- At least one patient visit must occur within each 3 month period for which a fee under item 46 is claimed.
- No more than eight such quarterly fees, or in the case of orthodontic referrals 12 such quarterly fees, are payable, per referral, for any one patient.
- No fee will be payable under item 46 if the referral is for examination and diagnosis only.

4600

Dentist's Fee:

£ 9.10

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## **Section XI - Conditions of Payment of Remuneration and Submission of Dental Payment Claim Forms**

### **Conditions of Payment**

1.—(1) It is a condition of the payment of remuneration for the provision of general dental services that, where appropriate, a dentist must:

- (a) submit a claim for remuneration to the Board in accordance with paragraph 2 (completion of appropriate dental payment claim);
- (b) comply with paragraph 3 (time limits);
- (c) obtain the prior approval<sup>1</sup> of the Board for any course of care and treatment where the cost exceeds, or is likely to exceed, £600; and
- (d) have regard to guidance issued by Scottish Government on orthodontic treatment and the Index of Orthodontic Treatment Need when providing orthodontic treatment under Section IX of this Determination.

### **Completion of Appropriate Dental Payment Claim**

2.—(1) A dentist, including a salaried dentist, who submits a claim electronically must use only such computer program as the Board has approved as suitable for this purpose, and must —

- (a) so far as applicable, secure the completion of the practice record form, by the patient, or the patient's representative;
- (b) include with the claim—
  - (i) the number by which their arrangement with the Health Board is identified;
  - (ii) the personal identification number allocated to them by the Board;
  - (iii) the patient's name, address, sex, date of birth, and, where available, postcode and CHI number;
  - (iv) the details of the care and treatment provided; and
- (c) ensure, so far as is reasonably possible, that the data is transmitted to the Board in the format required by the Board.

(2) A dentist, including a salaried dentist, who submits a claim electronically, is deemed to have accepted responsibility for any claim which is made using the personal identification number allocated to them by the Board for that purpose.

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<sup>1</sup> Prior approval is required under paragraph 28 of Schedule 1 of the Regulations. The costs which are excluded from the prior approval calculation are set down in Schedule 4 of the Regulations

(3) Any claim submitted to the Board under paragraph 2(1) must be completed in accordance with instructions given by Scottish Ministers, or the CSA on behalf of Scottish Ministers.

### **Time Limits**

3.—(1) Where treatment for a patient is provided, a dentist, including a salaried dentist, must submit the appropriate dental payment claim to the Board within three months of the completion of care and treatment.

(2) In very exceptional circumstances where an adequate reason is provided the Board may have discretion to pay claims received outwith the time limit. Each claim will be considered by the Board on its merits under this discretionary power. Batches of claims will not be considered under this discretionary power.

### **Claims for Repairs and Replacements**

4.—(1) Where a dentist repairs or replaces in accordance with paragraph 7 of Schedule 1 of the Regulations, a restoration which they or another dentist on their behalf has provided, they may not make a claim to the Board for payment of the fee, unless that repair or replacement is required as a result of trauma.

(2) Where a dentist makes a claim under paragraph 4(1) due to the repair or replacement being required as a result of trauma, the Board will authorise in accordance with the Scale of Fees the remuneration to be paid by the CSA to, or in respect of, the dentist in respect of that repair or replacement.

(3) Where a dentist, in the course of a capitation arrangement transferred to them, repairs or replaces in accordance with paragraph 7 of Schedule 1 to the Regulations, a restoration which was provided by or on behalf of the dentist from whom the arrangement was transferred, the dentist may make a claim to the Board for payment of the fee in full for that repair or replacement.

(4) Where a dentist makes a claim under paragraph 4(3), the Board will authorise in accordance with the Scale of Fees the remuneration to be paid by the CSA to, or in respect of, the dentist in respect of that repair or replacement.

## Section XII – Interpretation

1.—(1) In Sections I to XI of this Scale of Fees unless the context otherwise requires

“assigned” in relation to a care home has the meaning given by regulation 2(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010;

"the Board" means the Scottish Dental Practice Board;

“BPE” means Basic Periodontal Exam;

"the CSA" means the Common Services Agency for the Scottish Health Service constituted under section 10 of the National Health Service (Scotland) Act 1978;

“care home” has the meaning given by regulation 2(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010;

"month" means a calendar month and, unless specified to the contrary, payments in respect of such periods will be made pro rata;

“patient with additional support needs” means a patient who may require extra support due to a health condition, impairment, or learning disability;

"patient's charge" means the charge, authorised under the National Health Service (Dental Charges) (Scotland) Regulations 2003, to the patient within the meaning of those Regulations;

“the Regulations” means the National Health Service (General Dental Services) (Scotland) Regulations 2010<sup>2</sup>;

“repairing a fixed appliance” means, in respect of item 32(c)(4) only, the replacement of two or more brackets, bands, archwires or auxiliaries that have been broken, damaged beyond repair or lost but not including items cut, damaged or removed by the dentist.

“routine fixed appliance maintenance” means in respect of items 32(a)(2) and 32(a)(3):

- the placement, adjustment, removal or removal and replacement of archwires, ligatures, brackets, elastic modules, bands, auxiliaries or any other components of fixation which are similar and/or perform the same or a similar function for the purpose of promoting the objectives of the treatment plan;
- the adjustment of archwires with or without removal of these from the mouth and/or replacement of archwires for the purpose of promoting the objectives of the treatment plan or for alleviating pain and discomfort of the patient;

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<sup>2</sup> S.S.I. 2010/208.



- the placement, changing, replacing or removal of elastic chains, coil springs, torqueing, rotational or uprighting auxiliaries or any similar component which performs the same or a similar function to promote the objectives of the treatment plan;
- the setting up and maintenance of either intramaxillary or intermaxillary traction or both types of traction for the purpose of promoting the objectives of the treatment plan;
- the replacement, refixing or recementing of one bracket, band, archwire or auxiliary in one arch, if broken, damaged, lost or displaced as well as elastic and/or steel ligatures associated with a single de-bonded attachment;
- adjustment to or replacement of components for the correction of rotations, torque, arch co-ordination, active space closure, uprighting and root paralleling as part of the overall treatment plan.

“secondary care professional” means a medically and/or dentally qualified person who holds a NHS secondary care position of junior doctor; specialist/speciality/associate specialist doctor; or consultant.

"trauma" means damage to teeth, gingival tissues or alveoli caused by a force arising outside the mouth resulting in mobility, luxation, sub-luxation or fracture of the hard tissues or injury to the soft tissues;

"the same dentist" means:

- the dentist, or
- the partner or principal of the dentist, or
- any party to an associateship agreement to which the dentist is a party, or
- any other dentist with whom there are any financial arrangements connected with the provision of general dental services, or the partner, associate, deputy, or assistant of any of them, or
- any other dentist employed as a salaried dentist by the same Health Board, or
- where the dentist has any form of financial or legal relationship or arrangement with a body corporate, another dentist with such a relationship or arrangement with that body.

“a unit”, in relation to bridges (under items 4-(a); 4-(f); or 4-(g)), means the retentive component, either the abutment crown or adhesive wing, and/or the pontic.

(2) Where an item (or sub-item) of treatment (including its provisos) is distinguished by an asterisk, it is an item of treatment for which the prior approval of the Board is required by virtue of Schedule 1 and Schedule 4 of the Regulations.

(3) Where the word "normally" is applied to a treatment, a dentist may provide treatments in excess of the number specified or in circumstances other than those specified but the Board may require the dentist to give reasons for the treatments.

(4) Wherever there is a requirement to take or provide radiographs, this will not apply for patients whose medical or other condition contra-indicates radiographic examination or where the dentist is prevented from carrying out a radiographic examination by reason of the physical characteristics of the patient.

(5) Where an item (or sub-item) of treatment code is distinguished by [TS], it is a Tooth Specific item of treatment. For claim submission of these items, tooth notation must be provided.

(6) Any reference to radiograph, photographs and study models includes a digital equivalent.

# Statement of Dental Remuneration

## DETERMINATION II RATES OF REMUNERATION FOR A SALARIED DENTIST AND THE PROVISION OF EMERGENCY DENTAL SERVICES

Determination II describes where to find the rates of remuneration for salaried dentists; the rate paid for providing emergency dental services; and the rate of remuneration under the salaried plus bonus scheme.

### Part I — General

#### Application

1.—(1) The provisions of Parts I and III of this Determination shall apply to a dentist who enters into an arrangement with a Health Board to provide emergency dental services.

(2) The provisions of Parts I and IV of this Determination shall apply to a salaried dentist where they are employed by a Health Board in accordance with the salary plus bonus scheme.

### Part II — Salaried Dentists

1. The rates of remuneration and allowances payable to salaried dentists are published by the Scottish Government from time to time by means of a PCS(DD).

### Part III — Emergency Dental Services

2. Where a dentist enters into arrangements with a Health Board to provide emergency dental services under Regulation 19, they shall:

- (a) be paid a fee for each 3 hour session they undertake with effect from 2 June 2023, of £154.02 plus a pro-rata sum appropriate to the sessional fee for each hour or part hour worked in excess of that 3 hour session; and
- (b) be paid for the mileage travelled in excess of 32.2 kilometres (20 miles) (for each round trip to an emergency session) at normal NHS rates.

### Part IV—Salaried Plus Bonus Dentists

3.—(1) The remuneration payable by a Health Board to a salaried plus bonus dentist shall be in accordance with this paragraph.

(2) Salary payment will be made monthly with the bonus being paid quarterly based on the previous 3 months' work. The Health Board will recover any amount overpaid by way of bonus on the annual amount due to the salaried dentist.

(3) The salary will be payable at an annual rate determined by Scottish

Ministers with a bonus for gross fee income in excess of 2 times that annual salary rate. With effect from 1 April 2013:

- (a) the salary will be payable at annual rate of £30,776; and
- (b) the bonus payable will be 37.1% of the amount of gross fee income in excess of £60,496.

### **Interpretation**

2.—(1) In this Determination, unless the context otherwise requires:

"dentist" means a registered dental practitioner whose name is included on a dental list prepared by a Health Board in accordance with regulation 4(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010;

"quarter" means a period of 3 months ending on 31 March, 30 June, 30 September or 31 December;

"salaried dentist" means a dentist employed by a Health Board to provide general dental services;

"salaried plus bonus dentist" means a salaried dentist employed by a Health Board in accordance with the salary plus bonus scheme;

(2) In this Determination, a reference to a numbered paragraph is to the paragraph bearing that number in this Determination and a reference in a paragraph to a numbered sub-paragraph is to the sub-paragraph bearing that number in that paragraph.

# Statement of Dental Remuneration

## DETERMINATION III SENIORITY PAYMENTS

Determination III describes the eligibility conditions for claiming a seniority payment; the amount that can be claimed; and how to make a claim.

### Conditions of Eligibility

1.—(1) To be eligible for an allowance under this Determination a dentist must have:

- (a) their name included in sub-part A of the first part of a dental list;
- (b) reached the age of 55 years on, or before, the first day of the relevant quarter;
- (c) provided general dental services, other than as a salaried dentist or as an assistant, for at least 10 years since July 1948, at least 5 years of which (whether or not either of such periods has been continuous) must have been within the 10 years immediately preceding the first day of the relevant quarter;
- (d) received pensionable earnings of at least £237,000 within the previous 10 financial years;
- (e) undertaken at least 2 approved postgraduate education sessions in the 5 quarters prior to the first day of the quarter to which the claim relates.

### Amount of Allowance

2.—(1) A seniority payment of 10% of the accumulated gross fees authorised for payment to the dentist in the relevant quarter, up to a maximum accumulated gross fees per dentist by the end of the relevant quarter as stated in Table 1 below, will be paid to a dentist who meets the conditions of eligibility in paragraph 1 and:

- (a) has accumulated gross fees, to the end of the relevant quarter, of at least those set out in Table 2 below; or
- (b) if they cannot meet the accumulated gross fees as set out in Table 2, then at least 90% of their total earnings from dentistry are attributable to their accumulated gross fees authorised for payment to the dentist, to the end of the relevant quarter.

**Table 1 - maximum accumulated gross fees per quarter**

<b>Quarter ending</b>	<b>Accumulated gross fees</b>
1st quarter	£39,286
2nd quarter	£78,572

3rd quarter	£117,858
4th quarter	£157,144

**Table 1 – minimum accumulated gross fees per quarter**

Quarter	Accumulated gross fees
1st quarter	£7,022
2nd quarter	£14,044
3rd quarter	£21,066
4th quarter	£28,088

### **Claim for Allowance**

3. —(1) A dentist must make a claim for an allowance under paragraph 2 to the CSA on a form supplied by the Health Board and must include with the claim the details of their fulfilment of the conditions set out in paragraph 1.

(2) Where a dentist, who meets the conditions of entitlement, provides general dental services in more than one Health Board area only one claim for an allowance under this Determination is to be paid.

(3) A claim cannot be made in respect of any period before the quarter immediately preceding the quarter in which the application is received.

(4) A dentist will not be entitled to a seniority payment from the first day of the quarter immediately following any quarter in which they receive a superannuation benefit.

(5) A dentist must notify the CSA within one month of any change of circumstances which may affect their entitlement to a payment under this Determination.

### **Interpretation**

5.—(1) In this Determination, unless the context otherwise requires:

"accumulated gross fees" means the gross fees under Determination I authorised for payment by the Scottish Dental Practice Board in respect of a period since 1 April in a financial year;

"approved postgraduate education session" means a session of not less than two-and-a-half hours' duration which forms the whole or a part of a course approved by a postgraduate dean;

"the CSA" means the Common Services Agency for the Scottish Health Service constituted under Section 10 of the National Health Service

(Scotland) Act 1978;

"dental list" means a dental list prepared by a Health Board in accordance with regulation 4(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010;

"dentist" means a registered general dental practitioner whose name is included in sub-part A of the first part of a dental list;

"financial year" means the period beginning on 1 April in one year and ending on 31 March in the next year;

"payment period" means a period since 1 April in a financial year;

"pensionable earnings" means that remuneration defined—

- (a) in Schedule 1 to the National Health Service Superannuation Scheme (Scotland) Regulations 1995; or
- (b) in Schedule 2 to the National Health Service Pension Scheme Regulations 1995;

which is paid to a dentist for the provision of general dental services whether or not such a dentist is entitled to participate in the benefits provided under those Regulations, as if that definition—

- (i) excluded payments made under this Determination and remuneration as a salaried practitioner; and
- (ii) disregarded any limit on remuneration of which account shall be taken under those Regulations;

"quarter" means a period of 3 months ending on 31 March, 30 June, 30 September or 31 December;

"seniority payment" has the meaning assigned to it in paragraph 2(1) of this Determination;

"superannuation benefit" means any payment, other than a refund of contributions, made to a dentist by virtue of the application of the (a) National Health Service Pension Scheme Regulations 1995; or (b) the National Health Service Superannuation Scheme (Scotland) Regulations 1995 or (c) the corresponding provisions of the law in force in Northern Ireland; as a result of the dentist providing general dental services;

"1st quarter" means the period beginning on 1 April and ending on 30 June in a financial year;

"2nd quarter" means the period beginning on 1 July and ending on 30 September in a financial year;

"3rd quarter" means the period beginning on 1 October and ending on 31

December in a financial year;

"4th quarter" means the period beginning on 1 January and ending on 31 March in a financial year.

(2) In this Determination a reference to any enactment or statutory instrument is to that enactment or statutory instrument as amended or re-enacted by any subsequent enactment or statutory instrument.

(3) In this Determination a reference to a numbered paragraph is to the paragraph bearing that number in this Determination and a reference in a paragraph to a numbered sub-paragraph is to the sub-paragraph bearing that number in that paragraph.



# Statement of Dental Remuneration

## DETERMINATION IV VOCATIONAL TRAINING ALLOWANCES

Determination IV describes the eligibility criteria for payment of a vocational training allowance; the amount to be paid; how to make a claim; and what happens if a trainer fails to meet the conditions of the allowance.

### Conditions of Eligibility

1.—(1) To be eligible for a vocational training allowance under this Determination a trainer must:

- (a) have their name included in sub-part A of the first part of the dental list of a Health Board;
- (b) have their application to act as a trainer in a vocational training scheme for general dental practice approved by the Postgraduate Dental Dean;
- (c) have engaged a trainee, who is employed by NHS Education for Scotland on an approved postgraduate training course, as an assistant in their dental practice for the duration of the training course; and
- (d) agree to meet all the conditions of the assessment system required for satisfactory completion as set down by NHS Education for Scotland.

(2) The duration of the training course specified at paragraph 1(1)(c) will normally be for one year full-time, or the equivalent part-time period, but may include an additional period as authorized by the Postgraduate Dental Dean whilst the trainee is still employed by NHS Education for Scotland.

(3) No allowances will be made under this Determination in respect of trainees who are overseas nationals (other than EEA nationals);

- (a) who hold a work permit from the Department for Education and Employment issued under the Training and Work Experience Scheme, or
- (b) who do not have a right to work in the United Kingdom for a period greater than 12 months from the date of commencement of the training contract.

### Amount of Allowance

2.—(1) Where a trainee is engaged to provide full-time hours of at least 35 hours per week, then for the duration of the trainer's contract NHS Education for Scotland will pay, with effect from 2 June 2023, a training allowance of:

- (i) £1422.42 a month (£17,069.04 per annum) to a dentist with less than 4 years experience as a trainer within the last 10 years; or
- (ii) £1523.59 a month (£18,283.08 per annum) to a dentist with 4 or more years experience as a trainer in the last 10 years;

### **Claim for Allowance**

3.—(1) A trainer must submit a claim for the allowance on a form supplied by NHS Education for Scotland.

(2) The trainer must notify NHS Education for Scotland of any change in their circumstances which may affect their eligibility for the payment of this allowance.

### **Failure to Meet Conditions of Allowance**

4.—(1) If the trainer fails to meet the condition referred to in paragraph 1(1)(d) they must repay to NHS Education for Scotland a proportion of the allowance received.

(2) The amount of the allowance to be repaid will not exceed 30% of the allowance paid.

(3) NHS Education for Scotland may waive repayment of the allowance in any case where it considers that the failure to meet the conditions was because of exceptional circumstances.

### **Termination of Contract**

5. If the agreement for the trainee to be engaged as an assistant in the trainer's dental practice is terminated before the duration of the training course has been completed then the payment of the training grant will cease from the date of the expiry of the trainee's period of notice, regardless of whether the trainee services out the period of notice.

### **Interpretation**

6.—(1) In this Determination, unless the context otherwise requires:

"dental list" means a dental list prepared by a Health Board in accordance with regulation 4(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010;

"dentist" means a registered dental practitioner whose name is included in sub-part A of the first part of a dental list;

"EEA" means European Economic Area;

"trainee" means a dentist who is employed by NHS Education for Scotland on an approved training course and is engaged by a trainer as an assistant in accordance with paragraph 1 of this Determination;

"trainer" means a dentist whose name is included in sub-part A of the first part of the dental list who engages a trainee as an assistant in accordance with paragraph 1 of this Determination;

"year" means a period beginning on 1 August in one year and ending on 31 July in the next year.

(2) In this Determination, a reference to a numbered paragraph is to the paragraph bearing that number in this Determination and a reference in a paragraph to a numbered sub-paragraph is to the sub-paragraph bearing that number in that paragraph.

# Statement of Dental Remuneration

## DETERMINATION V MATERNITY PAYMENTS, PATERNITY PAYMENTS AND ADOPTIVE LEAVE PAYMENTS

Determination V describes the amount and duration of maternity, paternity and adoptive leave payments which can be claimed. It explains the eligibility conditions for these payments, including how they apply to surrogacy arrangements; how to make a claim; and what happens if a dentist fails to return to work after claiming these payments. The eligibility conditions for an additional payment in connection with quarterly commitment payments under Determination IX are also explained.

### Conditions of Eligibility

1.—(1) Subject to paragraphs 1(5) and 1(6), a dentist who, at the date when the claim is made, satisfies the conditions specified in paragraphs 1(2), 1(3) or 1(4) and who makes a claim to the CSA, in accordance with paragraph 4, will be eligible for a maternity, paternity or adoptive leave payment calculated in accordance with paragraph 2.

(2) The maternity payment conditions are that:

- (a) the dentist's name has been included in sub-part A of the first part of a dental list, for at least 2 years, the last 26 weeks of which must be continuous and immediately precede the 15th week before the expected week of confinement;
- (b) the dentist has reached, or been confined before reaching, the 11th week before the expected week of confinement;
- (c) the dentist has ceased to provide general dental services because of pregnancy but their name remains included in sub-part A of the first part of the dental list;
- (d) the dentist will transfer care of their patients, including any patient registrations, to the dentist or deputy who is taking over responsibility for their patients during the pay period; and

(3) The paternity payment conditions are that:

- (a) the dentist's name has been included in sub-part A of the first part of a dental list, for at least 2 years, the last 26 weeks of which must be continuous and immediately precede the date of birth<sup>3</sup> or adoption;
- (b) the dentist's spouse or partner has:
  - (i) given birth,

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<sup>3</sup> In a surrogacy arrangement, this is the date of birth of the child in that arrangement.

- (ii) adopted a child and is the main care provider and the dentist is also an adoptive parent of that child, or
- (iii) become the intended parent through a surrogacy arrangement and is the main care provider, and the dentist is also an intended parent of the child through that surrogacy arrangement;

(4) The adoptive leave payment conditions are that:

- (a) the dentist's name has been included in sub-part A of the first part of a dental list, for at least 2 years, the last 26 weeks of which must be continuous and immediately precede the date of adoption, or the date of birth of the child in a surrogacy arrangement;
- (b) the dentist has:
  - (i) become the adoptive parent of a child and is the main care provider for that child, or
  - (ii) become the intended parent through a surrogacy arrangement and is the main care provider for the child;
- (c) the dentist has ceased to provide general dental services because of the adoption or surrogacy arrangement, but their name remains included in sub-part A of the first part of the dental list;
- (d) the dentist will transfer care of their patients, including any patient registrations, to the dentist or deputy who is taking over responsibility for their patients during the pay period; and

(5) In the case of a dentist who has undergone one year's approved vocational training, the two years mentioned in paragraph 1(2)(a), 1(3)(a) and 1(4)(a) will be reduced to one year.

(6) A dentist who is in receipt of payments in consequence of suspension under Scottish Ministers' Determination made under regulation 26 of the National Health Service (General Dental Services) (Scotland) Regulations 2010 will not be entitled to payments under this Determination.

### **Amount of Payments**

2.— (1) The amount payable per week will be a maximum of £1,399.00 per dentist, pro-rated by:

- (a) the whole time equivalent hours the dentist normally provides; and then by
- (b) the dentist's NHS commitment level.

(2) An additional payment as described by paragraph 2(3) and 2(4) is to be

paid if a dentist who is in receipt of the maternity payments or adoptive leave payments is also in receipt of a quarterly commitment payment under Determination IX.

(3) The amount of the additional payment is to be the difference between the dentist's actual quarterly commitment payment in respect of the relevant earnings period during which the absence occurred and the quarterly commitment payment for the relevant earnings period immediately prior to the beginning of their absence.<sup>4</sup>

(4) The additional payment is to be paid in respect of a maximum of two quarterly commitment payments and is only to be applied to the first two quarterly commitment payments that are impacted by the absence.

### **Duration of Payments**

3.—(1) Subject to paragraph 3(3), a payment calculated in accordance with paragraph 1 will be payable in respect of each week during the pay period for a maximum of 26 weeks.

(2) Payments will:

- (a) be payable monthly in arrears and only for complete weeks; and
- (b) not be payable for any week falling more than 5 weeks before the date on which the dentist makes the claim.

(3) A payment will not be payable for any week in the pay period during which any activity goes through on the dentist's list number.

(4) Where a dentist who is in receipt of payment dies before the end of the pay period, the CSA will pay to that dentist's executor or personal representatives the balance of payments due for as many weeks of the pay period as were not paid at the date on which the dentist died.

(5) The payments will be included in the dentist's monthly schedule of fees paid by the CSA.

### **Claims for Payment**

4.—(1) A dentist must submit a claim for payment, on an electronic form supplied by the CSA, on which they must make a declaration confirming:

- (a) for a maternity payment:
  - (i) that they have a maternity certificate or other statement completed by a registered medical practitioner or registered midwife, giving the expected or actual date of confinement;
  - (ii) the whole time equivalent hours they normally provide;

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<sup>4</sup> For the method of calculation of quarterly commitment payments see Determination IX.

- (iii) their NHS commitment level;
- (iv) that they intend to return to practice and provide general dental services, for a minimum of 30 calendar days, immediately following the period of leave (which can be a maximum of 12 months from the date of confinement) and agree to repay any maternity payments if they do not return to provide general dental services;
- (v) that they have not made a claim for maternity payments for this confinement or expected confinement in any other Health Board on whose dental list they are included; and
- (vi) that they will provide proof to support their declaration if required to do so by the CSA.

(b) for a paternity payment:

- (i) the expected or actual date of birth<sup>5</sup> of the child or, where the child is adopted, the expected or actual date the child is to be placed for adoption and the date the adopter was notified of having been matched with the child;
- (ii) that they will share responsibility for the child's upbringing and are taking time off to support their partner or to care for the child;
- (iii) the whole time equivalent hours they normally provide;
- (iv) their NHS commitment level;
- (v) that they have not made a claim for paternity payments for the birth<sup>6</sup> or adoption of this child in any other Health Board on whose dental list they are included; and
- (vi) that they will provide proof to support their declaration if required to do so by the CSA.

(c) for an adoptive leave payment:

- (i) the expected or actual date the child is to be placed for adoption or the expected or actual date of birth of the child in a surrogacy arrangement;
- (ii) the date the adopter was notified of having been matched with the child or, in a surrogacy arrangement, that they have, or intend to apply for, a parental or adoption order for the child;
- (iii) that the dentist will be the main care giver for the child;

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<sup>5</sup> In a surrogacy arrangement, this is the date of birth of the child in that arrangement.

<sup>6</sup> In a surrogacy arrangement, this is a reference to the birth of the child in that arrangement.

- (iv) the whole time equivalent hours they normally provide;
- (v) their NHS commitment level;
- (vi) that they intend to return to dental practice to provide general dental services, for a minimum of 30 calendar days, immediately following the period of leave (which can be a maximum of 12 months from the date of adoption, or the date of birth of the child in a surrogacy arrangement) and agree to repay any adoptive leave payment if they do not return to provide general dental services;
- (vii) that they have not made a claim for adoptive leave payments for this child in any other Health Board on whose dental list they are included; and
- (viii) that they will provide proof to support their declaration if required to do so by the CSA.

(2) Where a dentist's name is included in sub-part A of the first part of the dental list of more than one Health Board, the dentist must make the claim for payments in respect of the Health Board for whom that dentist provides the greater or greatest proportion of general dental services at the date of claim.

(3) Where a dentist's entitlement to payments depends on a period during which the dentist's name was included in a dental list in England, Northern Ireland or Wales the claim for payments must include sufficient information to enable the CSA to determine entitlement and consent to the disclosure of information by an equivalent authority covering England, Northern Ireland or Wales, where appropriate.

(4) Where a dentist takes paternity leave other than as two consecutive weeks the dentist must submit a separate claim for payment for each individual week of paternity leave.

### **Failure to Return to Work**

5.—(1) Subject to paragraph 5(2), a dentist who does not return to dental practice to provide general dental services for a minimum of 30 calendar days, immediately following the period of maternity leave or adoptive leave (which can be a maximum of 12 months from the date of confinement, the date of the adoption, or the date of birth of the child in a surrogacy arrangement, as the case may be) must repay all payments made under this Determination, if required to do so by the Health Board, within such period as the Health Board considers to be reasonable.

(2) The Health Board may waive repayment of payment in any case where it considers that a dentist is unable to return to work because of exceptional circumstances.

### **Interpretation**

6.—(1) In this Determination, unless the context otherwise requires:



"the CSA" means the Common Services Agency for the Scottish Health Service constituted under section 10 of the National Health Service (Scotland) Act 1978;

"confinement" means the birth of a living child, or the birth of a child, whether living or not, after 24 weeks of pregnancy;

"dental list" means a dental list prepared by a Health Board in accordance with regulation 4(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010 or any equivalent to such list prepared by an equivalent body in England, Northern Ireland or Wales;

"dentist" means a registered dental practitioner whose name is included in sub-part A of the first part of the dental list;

"deputy" means a dentist who acts on behalf of another dentist, other than in the capacity of an assistant, for the purpose of providing general dental services;

"expected date of confinement" means the date on which the birth of a child is expected;

"expected week of confinement" means the week in which the birth of a child is expected;

"list number" means the identification number for the dental list prepared by a Health Board in accordance with regulation 4(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010 that is assigned by the CSA to an individual dentist at a specific practice and which is used for the purpose of making payments;

"intended parent through a surrogacy arrangement" means one of a couple who has applied for, or intends to apply for, a parental or adoption order for a child, and includes a person who has obtained such a parental or adoptive order;

"NHS commitment level" means the average percentage of time spent on NHS work compared to private work in a typical week;

"partner" means a member of a couple who are living in a relationship which has the characteristics of the relationship between husband and wife;

"paternity payment" includes payment for the adoptive leave for an adoptive parent who is not the main care provider;

"payment" means a maternity payment, a paternity payment, or an adoptive leave payment;

"pay period" means—

- (a) for a maternity payment, a period not exceeding 26 weeks which

starts—

- (i) no earlier than 11 weeks before the expected week of confinement, nor later than the expected week of confinement; or
  - (ii) on the Monday immediately before the actual date of confinement, if confinement occurs earlier than 11 weeks before the expected week of confinement;
- (b) for a paternity payment, a period not exceeding 2 weeks, which need not be taken consecutively but must be taken in full weeks, within 26 weeks of the date of birth<sup>7</sup> or adoption;
- (c) for an adoptive leave payment, a period not exceeding 26 weeks which immediately follows the date of the adoption, or in a surrogacy arrangement the date of birth of the child;

"relevant earnings period" means the period of 3 months ending on the last day of the processing date, as fixed by the CSA, in the quarter for which the commitment payment is to be determined;

"week" means a period of 7 days beginning with midnight between Sunday and Monday;

"Whole time equivalent hours" means a working week, combining both NHS work and private work, with a minimum of 37.5 hours per week.

(2) In this Determination, a reference to a numbered paragraph is to the paragraph bearing that number in this Determination and a reference in a paragraph to a numbered sub-paragraph is to the sub-paragraph bearing that number in that paragraph.

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<sup>7</sup> In a surrogacy arrangement, this is the date of birth of the child in that arrangement.

# Statement of Dental Remuneration

## DETERMINATION VI LONG TERM SICKNESS PAYMENTS

Determination VI describes the amount and duration of payments which can be claimed for long term sickness. It also explains the eligibility conditions for these payments and how to make a claim.

### Conditions of Eligibility

1.—(1) Subject to paragraphs 1(3) and 1(4), a dentist who, at the date when the claim is made, satisfies the conditions specified in paragraph 1(2) and who makes a claim to the CSA, in accordance with paragraph 4, will be eligible for sickness payments calculated in accordance with paragraph 2.

(2) The sickness payment conditions are that the dentist's name has been included in sub-part A of the first part of a dental list for at least 2 years, which need not be continuous, with the same Health Board, or immediately precede the period of sickness;

(3) In the case of any dentist who has undergone one year's approved vocational training, the two years mentioned in paragraph 1(2) will be reduced to one year.

(4) A dentist who is in receipt of:

- (a) payments in consequence of suspension under Scottish Ministers' Determination made under regulation 26 of the National Health Service (General Dental Services) (Scotland) Regulations 2010; or
- (b) maternity, paternity, or adoptive leave payments under Determination V of the Statement of Dental Remuneration;

will not be entitled to sickness payments under this Determination.

### Amount of Sickness Payment

2.—(1) The amount payable per week will be a maximum of £349.00 pro-rated by:

- (a) the whole time equivalent hours the dentist normally provides; and then by
- (b) the dentist's NHS commitment level.

(2) An additional payment as described by paragraph 2(3) and 2(4) is to be paid if a dentist who is in receipt of long term sickness payments is also in receipt of a quarterly commitment payment under Determination IX.

(3) The amount of the additional payment is to be the difference between the dentist's actual quarterly commitment payment in respect of the relevant earnings period during which the absence occurred and the quarterly commitment payment

for the relevant earnings period immediately prior to the beginning of their absence.<sup>8</sup>

(4) The additional payment is to be paid in respect of a maximum of two quarterly commitment payments and is only to be applied to the first two quarterly commitment payments that are impacted by the absence.

### **Duration of Sickness Payments**

3.—(1) Subject to paragraphs 3(2) and 3(4), sickness payments calculated in accordance with paragraph 2 will be payable in respect of any complete week during the period of sickness which a dentist is unable to provide general dental services because of sickness.

(2) Sickness payments:

- (a) will not be payable in respect of the first four weeks of any period of sickness;
- (b) will be payable for a maximum of 22 weeks in any period of sickness; and
- (c) will stop when the dentist returns to dental practice to provide general dental services or the dentist's name is no longer included in sub-part A of the first part of the dental list, whichever occurs first.

(3) Sickness payments will be payable monthly in arrears and only for complete weeks and may be backdated.

(4) Where a dentist who is in receipt of sickness payments dies before the end of the period of sickness, the CSA will pay to that dentist's executor or personal representatives the balance of the sickness payments due for as many of the 22 weeks as were not paid at the date on which they died.

(5) Sickness payments will be included in the dentist's monthly schedule of fees paid by the CSA.

### **Claim for Sickness Payments**

4.—(1) A dentist must submit a claim for payment on an electronic form supplied by the CSA, on which they must make a declaration confirming:

- (a) that they have a medical certificate, or other statement, completed by a registered medical practitioner confirming the dentist is incapable of work by reason of sickness;
- (b) the whole time equivalent hours they normally provide;
- (c) their NHS commitment level;

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<sup>8</sup> For the method of calculation of quarterly commitment payments see Determination IX.

- (d) if their name is included in sub-part A of the first part of the dental list of more than one Health Board, that the claim for sickness payment has been made in respect of the Health Board they provide the greater or greatest proportion of general dental services at the date the claim is made; and
- (e) that they will provide proof to support their declaration if required to do so by the CSA.

(2) Where a dentist's entitlement to payments depends on a period during which the dentist's name was included in a dental list in England, Northern Ireland or Wales the claim for payments must include sufficient information to enable the CSA to determine entitlement and consent to the disclosure of information by an equivalent authority covering England, Northern Ireland or Wales, where appropriate.

### **Interpretation**

5.—(1) In this Determination, unless the context otherwise requires:

"the CSA" means the Common Services Agency for the Scottish Health Service constituted under Section 10 of the National Health Service (Scotland) Act 1978;

"dental list" means a dental list prepared by a Health Board in accordance with regulation 4(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010 or any equivalent to such list prepared by an equivalent body in England, Northern Ireland or Wales;

"dentist" means a registered dental practitioner whose name is included in sub-part A of the first part of the dental list;

"NHS commitment level" means the average percentage of time spent on NHS work compared to private work in a typical week;

"period of sickness" means the period beginning with the date on which the dentist ceases to provide general dental services because of sickness and ending with the date on which the dentist returns to dental practice to provide general dental services;

"Whole time equivalent hours" means a working week, combining both GDS and private work, with a minimum of 37.5 hours per week;

"week" means a period of 7 days beginning with midnight between Sunday and Monday.

(2) In this Determination, a reference to a numbered paragraph is to the paragraph bearing that number in this Determination and a reference in a paragraph to a numbered sub-paragraph is to the sub-paragraph bearing that number in that paragraph.

# Statement of Dental Remuneration

## DETERMINATION VII CONTINUING PROFESSIONAL DEVELOPMENT ALLOWANCES

Determination VII describes the conditions of eligibility; the amount of allowance; and how to make a claim for the Continuing Professional Development Allowance (Part I) and the Continuing Professional Development Extraordinary Allowance (Part IA).

### Part I – Continuing Professional Development Allowance

#### Conditions of Eligibility

1.—(1) To be eligible for a Continuing Professional Development (CPD) Allowance under this Determination a dentist must:

- (a) have their name included in sub-part A of the first part of a dental list; and
- (b) for the financial year prior to the year in which the allowance is to be paid have either:
  - (i) NHS earnings of not less than £27,800; or
  - (ii) at least 90 per cent of their earnings from the practice of dentistry attributable to NHS earnings.

(2) The conditions referred to in paragraph 1(1)(b) do not apply to any dentist whose name has been included in sub-part A of the first part of a dental list for less than 1 year on 1 April in the year in respect of which the claim is made.

#### Amount of Allowance

2.—(1) The amount of CPD allowance to be paid to an eligible dentist for attendance at an approved postgraduate course will be:

<b>Duration of Educational Time</b>	<b>Amount of Allowance</b>
1 hour or less	Nil
1/2 session of more than 1 hour and up to 2 hours	£115.55
1 session of more than 2 hours and up to 3 1/2 hours	£231.10

less any abatement in accordance with paragraph 2(2).

(2) The allowance will be abated by the difference between the dentist's proportion of NHS earnings to their total earnings, as set out in column 2 of the table below.

<b>Column 1</b>	<b>Column 2</b>		
<b>Proportion which NHS earnings bear to the total earnings</b>	<b>Percentage of abatement</b>	<b>Half Session</b>	<b>Full Session</b>
90% or more	no abatement	£115.55	£231.10
80% or more but less than 90%	10%	£103.99	£207.99
70% or more but less than 80%	20%	£92.44	£184.88
60% or more but less than 70%	30%	£80.88	£161.77
50% or more but less than 60%	40%	£69.33	£138.66
40% or more but less than 50%	50%	£57.78	£115.55
30% or more but less than 40%	60%	£46.22	£92.44
20% or more but less than 30%	70%	£34.66	£69.33
10% or more but less than 20%	80%	£23.11	£46.22
Less than 10%	90%	£11.55	£23.11

(3) Payments under paragraph 2(1) must not exceed £1,386.60 for the year, less any abatement in accordance with paragraph 2(2).

(4) The amount of additional CPD allowance to be paid to a remote island dentist for attendance at an approved postgraduate course will be:

£231.10 for a ½ session of more than 1 hour and up to 2 hours  
£462.20 for a session of more than 2 hours and up to 3 1/2 hours

less any abatement in accordance with paragraph 2(2).

(5) Payments under paragraph 2(4) for a remote island dentist must not exceed £2,773.20 for the year, less any abatement in accordance with paragraph 2(2).

(6) The amount of additional CPD allowance to be paid to a remote mainland dentist for attendance at an approved postgraduate course will be:

£115.55 for a ½ session of more than 1 hour and up to 2 hours  
£231.10 for a session of more than 2 hours and up to 3 ½ hours

less any abatement in accordance with paragraph 2(2).

(7) Payments under paragraph 2(6) for a remote mainland dentist must not exceed £1,386.60 for the year, less any abatement in accordance with paragraph 2(2).

(4) A claim under Part II of this Determination will not count towards the

maximum amount payable under paragraph 2(1).

### **Claim for Allowance**

3.—(1) A claim for CPD allowance must be made to the CSA on a form supplied by the course organiser for the purpose, in which the dentist states:

- (a) the percentage their NHS earnings bear in relation to their total earnings for the financial year prior to the year in which the claim is made; and
- (b) that if requested to do so by the CSA in the year following one in which a CPD allowance has been received, they will provide to the CSA at their own expense:
  - (i) within 3 months of the request being made, a certificate signed by an accountant stating the proportion that the dentist's NHS earnings bore to their total earnings; and
  - (ii) within 28 days of the request being made, certificates or course registration documents of the kind required by the General Dental Council in respect of verifiable CPD undertaken in the previous year.

(2) Where an additional amount of CPD allowance under paragraph 2(4) or 2(6), is being claimed the dentist must also state in the claim:

- (a) that they are a remote dentist; and
- (b) the number of additional sessions being claimed.

(3) Where a dentist's name is included in sub-part A of the first part of the dental list of more than one Health Board, they must make the claim in respect of the Health Board for which they provide the greater proportion of general dental services at the date of the claim.

(4) A claim for an allowance under paragraph 3(1) must be made within 6 months of completion of the approved postgraduate course.

## **Part II – Continuing Professional Development Extraordinary Allowance**

### **Conditions of Eligibility**

4. To be eligible for a Continuing Professional development (CPD) Extraordinary Allowance a dentist must:

- (a) have their name included in sub-part A of the first part of the dental list;
- (b) have completed the mandated elements of the Dental Payment Reform Training on Turas;



- (c) not have made a claim under paragraph 2 in respect of this training.

### **Amount of Allowance**

5. The amount of the CPD Extraordinary Allowance is £500.00.

### **Claims for Allowance**

6.—(1) A claim for a CPD Extraordinary Allowance must be submitted to the CSA, on a form supplied by the course organiser, within 6 months of completing the training.

(2) A claim under this paragraph will not count towards the maximum amount payable for CPD under Part I of this Determination.

## **Part III – General**

### **Application of Determination**

7. This Determination applies to any dentist who attends an approved postgraduate course on or after 1 April 2002. Any amendment to this Determination shall take effect from the relevant amendment effective date.

### **Interpretation**

8.—(1) In this Determination, unless the context otherwise requires:

"approved postgraduate course" means a course approved by the Postgraduate Dental Dean, NHS Education for Scotland;

"CPD" means verifiable continuing professional development, as described in the General Dental Council's publication of April 2000, "Lifelong Learning – Taking Dentistry Forward", and may include attendance at approved postgraduate education courses but does not include any quality improvement activities within the meaning of paragraph 40 of Schedule 1 to the National Health Service (General Dental Services) (Scotland) Regulations 2010 in respect of which the dentist is claiming an allowance in accordance with Determination XI of this Statement;

"the CSA" means the Common Services Agency for the Scottish Health Service constituted under Section 10 of the National Health Service (Scotland) Act 1978;

"dental list" means a dental list prepared by a Health Board in accordance with regulation 4(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010 or in accordance with regulation 4(1A) of the National Health Service (General Dental Services) (Scotland) Regulations 1996 prior to 2 July 2010;

"dentist" means a registered dental practitioner whose name is included in sub-part A of the first part of the dental list;

"financial year" means the period beginning on 1 April in one year and ending on 31 March in the next year;

"remote dentist" means a dentist who has to travel 90 minutes or more, as determined by the most recent version of Microsoft Auto-Route (using default settings), by car from the address included in respect of them in the dental list to their local postgraduate education resource centre in Scotland;

"total earnings" means all of the dentist's gross earnings from the practice of dentistry by him in person, and "NHS earnings" means the dentist's gross earnings from the provision by him in person of general dental services under the National Health Service (Scotland) Act 1978, as amended, including where the dentist's name is included in sub-part A of the first part, or Part A prior to 2 July 2010, of two or more dental lists in Scotland, but neither the dentist's total earnings nor their NHS earnings shall be taken to include any remuneration by way of salary;

"year" means the period beginning on 1 April in one year and ending on 31 March in the next year.

(2) Where a question arises as to whether a dentist is a remote dentist this will be determined by the CSA whose decision is final.

(3) In this Determination, a reference to a numbered paragraph is to the paragraph bearing that number in this Determination and a reference to a numbered sub-paragraph is to the sub-paragraph bearing that number in that paragraph.

# Statement of Dental Remuneration

## DETERMINATION VIII REIMBURSEMENT OF NON-DOMESTIC RATES

Determination VIII describes the conditions of eligibility for reimbursement of non-domestic rates; the amount of the allowance; and how to make a claim.

### Conditions of Entitlement

1.—(1) Subject to paragraph 1(4), a contractor who satisfies the conditions specified in paragraph 1(2) and who makes a claim to the CSA in accordance with paragraph 3 shall be entitled to be reimbursed an amount, calculated in accordance with paragraph 2, in respect of the non-domestic rates payable in any financial year in relation to any premises at which they provide general dental services.

(2) The conditions referred to in paragraph 1(1) are:

- (a) the contractor is the rate payer, or is a partner in a partnership of dentists which is the rate payer or, is a director of a body corporate which is the rate payer, in relation to the premises in respect of which the claim is made ("the premises");
- (b) the contractor's name is included in sub-part A of the first part of the dental list of the Health Board in whose locality the premises are situated and in respect of which the claim is made;
- (c) subject to paragraph 1(3), the gross earnings of the premises for the financial year preceding that in respect of which the claim is made are not less than the sum listed below—

for 2008/09 £27,400  
for 2009/10 £27,800  
from 2010/11 £28,050.

(3) The CSA may waive the condition in paragraph 1(2)(c) in any case where it considers it is reasonable in all the circumstances to do so.

(4) Where the contractor satisfies the conditions in paragraph 1(2) but the Health Board considers that that part of the premises to which paragraph 42(1) and 42(3) of Schedule 1 to the Regulations applies ("the premises"), does not satisfy the requirements of that paragraph, the CSA shall be entitled to delay payment of the reimbursement of an amount under this Determination until such time as the Health Board is satisfied the premises comply with the requirements of that paragraph.

### Amount of Reimbursement of Non-Domestic Rates

2.—(1) The amount of any reimbursement shall be the amount specified in the demand note less, where the gross income of the premises as a whole is not exclusively derived from the provision of general dental services, any amount ("the abatement") calculated in accordance with paragraph 2(2).

(2) The abatement shall be the amount which represents the percentage of the non-domestic rates or, where the contractor pays the non-domestic rates in two equal installments, the percentage of the half of the non-domestic rates which is specified in column 2 of the Table below as corresponding to the proportion in column 1 of that Table which the gross earnings bear to the gross income of the premises during the relevant period.

<b>Column 1</b>	<b>Column 2</b>
<b>Proportion which the gross earnings bear to the gross income of the premises during the relevant period</b>	<b>Percentage of abatement</b>
90% or more	no abatement
80% or more but less than 90%	10%
70% or more but less than 80%	20%
60% or more but less than 70%	30%
50% or more but less than 60%	40%
40% or more but less than 50%	50%
30% or more but less than 40%	60%
20% or more but less than 30%	70%
10% or more but less than 20%	80%
Less than 10%	90%

### **Claim for Reimbursement**

3.—(1) A contractor shall make a claim for reimbursement on a form supplied by the Health Board for the purpose, or on a form to like effect, and shall include with the claim:

- (i) the demand note or a copy thereof certified by the rating authority;
- (ii) unless the provisions of paragraph 3(4) apply, a receipt from the rating authority for the whole amount or, as the case may be, half the amount specified in the demand note;
- (iii) a declaration in writing, as to the proportion, expressed as a percentage, which the gross earnings of the premises bear to the gross income of the premises during the relevant period;
- (iv) a declaration in writing, that if requested to do so by the CSA the contractor will provide to the CSA at their own expense a certificate signed by an accountant stating the proportion that the premises gross earnings bore to the

premises gross income in the relevant period and that they will provide the certificate within three months of the request being made;

- (v) a declaration in writing, that if requested to do so by the CSA the contractor will provide to the CSA at their own expense proof that they are the rate payer, or is a partner in a partnership of dentists which is the rate payer or is a director of a body corporate which is the rate payer, in relation to the premises in respect of which the claim is made and that they will provide the proof within 2 months of the request being made;
- (vi) where the contractor is a partner or a director of a body corporate a declaration in writing that no claim for reimbursement in respect of the same financial year has been made by another partner or, as the case may be, on behalf of the body corporate;
- (vii) a declaration in writing that neither the contractor nor any partner, director or executor have applied under the Small Business Bonus Scheme; and
- (viii) a declaration in writing to advise the CSA immediately if the contractor or any partner, director or executor applies under the Small Business Bonus Scheme in the financial year to which the claim relates.

(2) Where a contractor seeks reimbursement of an amount in respect of non-domestic rates in relation to more than one premise, they shall submit to the CSA a claim in relation to each such premise.

(3) Except where the provisions of paragraph 3(4) apply, a claim for reimbursement of non-domestic rates, whether it is for the whole amount or half the amount specified in the demand note, shall be made within 6 months of the date that the rating authority has specified that payment should be made.

(4) Where a contractor pays the non-domestic rates in monthly installments they shall send to the CSA at the end of the financial year in respect of which the claim is made a receipt from the rating authority for the whole amount specified in the demand note, and the claim for reimbursement should be made:

- (a) where the contractor wishes to be reimbursed in monthly installments, within 6 months of the date on which payment of the first monthly installment falls due and the contractor shall include with the claim, details of the amount to be paid each month, the date the payments are due to commence and the date the payments are due to cease; or
- (b) where the contractor wishes to be reimbursed in a lump sum after payment of all the installments, within 6 months of the date on which payment of the last installment falls due.

(5) The contractor shall notify the Health Board and the CSA within 1 month of any change in circumstances which may affect entitlement to reimbursement of an amount under this Determination.

(6) Where a contractor has died and at the time of their death they satisfied the conditions set out in paragraph 1(2), for so long as their name remains on sub-part A of the first part of the dental list in accordance with the proviso to regulation 12(2) of the Regulations, the dentist's executor shall be entitled to make a claim for reimbursement of an amount under this Determination.

(7) Where the CSA is satisfied that the contractor is entitled to reimbursement of an amount under this Determination—

(a) in the case of a contractor who pays the non-domestic rates in monthly installments, it shall pay that amount to the dentist in monthly installments;

(b) in any other case, it shall pay that amount to the contractor.

### **Application of this Determination**

4. This Determination shall take effect on 1 April 1992, or 2 July 2010 in respect of those contractors that are bodies corporate, and shall not apply to any liability to pay non-domestic rates in respect of any period before that date. Any amendments to this Determination shall take effect from the relevant amendment effective date.

### **Interpretation**

5.—(1) In this Determination, unless the context otherwise requires:

“body corporate” means a body corporate carrying on the business of dentistry;

“contractor” means a person who has undertaken to provide general dental services and whose name is included in sub-part A of the first part of the dental list;

"the CSA" means the Common Services Agency for the Scottish Health Service constituted under Section 10 of the National Health Service (Scotland) Act 1978;

"demand note" means the note issued by the rating authority, in relation to the premises for the purpose of levying non-domestic rates prescribed by Scottish Ministers for the financial year, in respect of which a claim is made under this Determination;

"dental list" means a dental list prepared by a Health Board in accordance with regulation 4(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010;

“director” means a director of a body corporate or a member of the body of

persons controlling a body corporate;

"financial year" means the period beginning on 1 April in one year and ending on 31 March in the next year, except where defined as the "relevant period";

"gross earnings" in relation to premises means the gross earnings of the premises as a whole from the provision of general dental services under the National Health Service (Scotland) Act 1978, as amended;

"gross income" in relation to premises means the gross income of the premises as a whole;

"non-domestic rates" means the non-domestic rate levied in accordance with Section 7 of the Local Government (Scotland) Act 1975, as amended;

"premises" means relevant lands and heritages in respect of which non-domestic rates may be levied pursuant to section 7 of the Local Government (Scotland) Act 1975, as amended;

"rate payer" means the person who is liable to pay under section 8 of the Local Government (Scotland) Act 1975, as amended, an amount in respect of non-domestic rates;

"rating authority" has the same meaning as in the Local Government (Scotland) Act 1973, as amended;

"the Regulations" mean the National Health Service (General Dental Services) (Scotland) Regulations 2010;

"relevant period" means the rate payers last financial year ending in the year preceding that in respect of which a claim is made under this Determination.

(2) In this Determination, a reference to a numbered paragraph is to the paragraph bearing that number in this Determination and a reference to a numbered sub-paragraph is to the sub-paragraph bearing that number in that paragraph.

# Statement of Dental Remuneration

## DETERMINATION IX COMMITMENT PAYMENTS

Determination IX describes the conditions of eligibility for commitment payments; the amount of payment that can be claimed; and how to make a claim.

### Conditions of Eligibility

1.—(1) To be eligible for an allowance under this Determination a dentist must:

- (a) be able to prove that one of the following applies:
  - (i) their name was first entered on a dental list at least 5 years prior to the day before the first day of the relevant quarter;
  - (ii) their name is entered on a dental list and for at least 5 years prior to the day before the first day of the relevant quarter either their his name was entered on such a list or they were employed by a principal dentist as a dentist; or
  - (iii) they are an assistant who was first employed by a principal dentist at least 5 years prior to the day before the first day of the relevant quarter; and
- (b) have NHS gross earnings of at least £7,013 during the relevant earnings period and provided or assisted in providing general dental services, otherwise than as a salaried dentist;
- (c) have received qualifying gross earnings of at least £28,052 for at least 5 relevant years, or where a dentist is eligible under paragraph 1(1)(a)(ii) or (iii) and has undertaken a one-year course of vocational training, 4 relevant years (which do not need to be continuous).

(2) Where a part-time dentist does not meet the conditions in paragraph 1(1)(b) but meets the rest of the conditions in paragraph 1(1), and at least 90 per cent of their gross earnings are attributable to NHS gross earnings, they will be eligible for a level 1 commitment payment.

### Amount of Payment

2.—(1) For the period from 1 April in a financial year, eligible dentists, whose gross earnings for the relevant earnings period fall within a range given in column 1 of the table below, will receive a quarterly payment as outlined in column 2, for the first and each subsequent quarter in which they are eligible.



<b>Column 1</b>	<b>Column 2</b>
<b>Quarterly Gross Earnings</b>	<b>Quarterly Payment</b>
£7,013 – £12,374.99	£135 ("level 1 payment")
£12,375 – £16,374.99	£456 ("level 2 payment")
£16,375 – £19,499.99	£588 ("level 3 payment")
£19,500 – £22,499.99	£704 ("level 4 payment")
£22,500 – £25,999.99	£822 ("level 5 payment")
£26,000 – £29,124.99	£934 ("level 6 payment")
£29,125 – £32,249.99	£1055 ("level 7 payment")
£32,250 – £35,624.99	£1173 ("level 8 payment")
£35,625 – £38,999.99	£1289 ("level 9 payment")
£39,750 or more	£1406 ("level 10 payment")

(2) In addition to meeting the relevant gross earnings per quarter outlined in the table at paragraph 2(1), dentists must also meet the following minimum registration levels:

- (a) for a level 8 payment – 1,500 patients. Where a dentist does not meet this but has:
  - (i) less than 1,500 patients – then a level 7 payment will be made;
- (b) for a level 9 payment – 1,650 patients. Where a dentist does not meet this but has:
  - (i) at least 1,500 patients – then a level 8 payment will be made;
  - (ii) less than 1,500 patients – then a level 7 payment will be made;
- (c) for a level 10 payment – 1,800 patients. Where a dentist does not meet this but has:
  - (i) at least 1,650 patients – then a level 9 payment will be made;
  - (ii) at least 1,500 patients – then a level 8 payment will be made;
  - (iii) less than 1,500 patients – then a level 7 payment will be made.

(3) For the purposes of paragraph 2(2), where the CSA authorises a patient dental claim over the relevant earnings period in respect of treatment on referral fees

or occasional patient examinations (item 47 in Determination I), a dentist is entitled to treat that as adding the following additional registered patients to their registration level, provided no patient is counted more than once in the relevant earnings period:

- (a) for treatment on referral fees – 4.5 additional registered patients;
- (b) for 2 occasional patient examinations – 1 additional registered patient.

(4) In determining a dentist's registration level, the CSA may use the information available to it at the time of its determination, and where it is satisfied, given the particular circumstances of the case, that it would be just and equitable to amend a figure for a dentist's registration level, it may do so.

(5) Where a dentist is aged 45 or over on the day before the first day of the relevant quarter they will be entitled to a quarterly payment which is 50% higher than they would otherwise be entitled to, except where they receive a level 1 payment.

(6) A dentist who is aged under 45 on the day before the first day of the relevant quarter will be entitled to a quarterly payment which is 50% higher than they would otherwise be entitled to, except where they receive a level 1 payment, if:

- (a) their name was first entered on a dental list at least 20 years prior to the day before the first day of the relevant quarter; or
- (b) the dentist was first employed as a dentist at least 20 years prior to the day before the first day of the relevant quarter by another dentist or contractor whose name was on a dental list.

(7) Where a dentist receives a commitment payment of level 2 or higher and regularly undertakes GDS-related activities which are equivalent to at least one half day of 3.5 hours per week during the relevant quarter, they will be entitled to receive an increase, in respect of that quarter, of one payment level per half day, up to a maximum of four increases or a level 10 payment, whichever occurs first. Paragraph 2(2) will not apply to these payment level increases.

(8) For the purposes of paragraph 2(7) above, if a dentist or an assistant dentist has a standard working day which is less than 7 hours, the CSA is to determine the number of half days a week to be treated as attributable to GDS-related activity by reference to one half of that dentist's (or assistant dentist's) standard working day.

### **Claim for Payment**

3.—(1) A dentist must submit a claim for payment providing the requested information, on a form supplied by the Health Board, and

- (a) where a dentist's entitlement to a commitment payment depends on a period during which their name was on a dental list in England, Northern Ireland or Wales or on their gross earnings from such a period, providing sufficient information to enable the CSA to determine entitlement and consent to the disclosure of information

by an equivalent authority covering England, Northern Ireland or Wales, where applicable.

(2) Where an assistant dentist is entitled to a commitment payment the form outlined at paragraph 3(1) must be completed by the dentist and then counter-signed and submitted by the contractor whom the dentist will be assisting.

(3) The contractor submitting a claim on behalf of an assistant dentist will be responsible for paying the commitment payment in full to the assistant and must submit an initial declaration to the CSA stating that they will make the payment in full. Thereafter, the contractor must submit an annual declaration, on an electronic form supplied by the CSA, confirming that they have paid in full to the assistant all of the commitment payment which they are due.

(4) Claims for a commitment payment must be submitted within 3 months following the last day of the relevant quarter to be eligible for a payment for that quarter.

### **Relation to other Determinations**

5. Payments made under this Determination shall not be included in the calculation of any payments due under any other Determinations in this Statement.

### **Interpretation**

6.—(1) In this Determination, unless the context otherwise requires:

"assistant" has the meaning given in regulation 2(1) of the Regulations;

"commitment payment" has the meaning assigned to it in paragraph 2 of this Determination;

"contractor" means a person who has undertaken to provide general dental services and whose name is included in sub-part A of the first part of a dental list, who has one or more assistants whose work is included in the claims made in respect of that contractor to the CSA and in relation to whose work the contractor receives payment from the CSA;

"the CSA" means the Common Services Agency for the Scottish Health Service constituted under Section 10 of the National Health Service (Scotland) Act 1978;

"dental list" means a dental list prepared by a Health Board in accordance with regulation 4(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010, or in accordance with regulation 4(1A) of the National Health Service (General Dental Services) (Scotland) Regulations 1996 prior to 2 July 2010, or any equivalent to such list prepared by an equivalent body in England, Northern Ireland or Wales;

"dentist" means a registered dental practitioner whose name is included in either sub-part A of the first part or the second part of the dental list;

"GDS-related activities" means activities carried out by a dentist and are associated with the provision of general dental services including acting as an adviser to a Health Board, acting as a vocational training adviser (but not as a vocational trainer within the meaning of Determination IV), acting as a clinical tutor and acting in connection with quality improvement;

"the Regulations" means the National Health Service (General Dental Services) (Scotland) Regulations 2010;

"gross earnings" means in respect of a dentist whose name is included in sub-part A of the first part of the dental list the dentist's gross earnings from the provision of general dental services under the National Health Service (Scotland) Act 1978, the National Health Service Act 2006 prior to 1 April 2006 or NI equivalent other than:

- (i) remuneration attributable to any care or treatment carried out by any assistant of the dentist; and
- (ii) remuneration in respect of any patient whose capitation arrangement has been transferred to the dentist, where that remuneration relates to any period prior to the date that transfer was effected;

but shall include:

- (i) remuneration under Determinations I, IV (other than paragraph 4(b) of that Determination) VI, VII, XI and XII of this Statement; and
- (ii) where the dentist's name has been included in 2 or more dental lists simultaneously, other than any such list in England, Northern Ireland or Wales, during all or any part of the relevant earnings period, all remuneration on an aggregate basis;

"gross earnings" means in respect of a dentist whose name is included in the second part of the dental list remuneration attributed to any care or treatment carried out by the assistant;

"principal dentist" means a dentist on a dental list prepared by a Health Board in accordance with regulation 4(1A) of the National Health Service (General Dental Services) (Scotland) Regulations 1996;

"quarter" means a period of three months ending on 30 June, 30 September, 31 December and 31 March;

"registration level" means the average number of patients registered with a dentist on sub-part A of the first part of the dental list over the relevant quarter, but does not include patients whose registration is assigned to an assistant or trainee of the dentist;

"relevant earnings period" means the period of 3 months ending on the last

day of the processing date, as fixed by the CSA, in the quarter for which the commitment payment is to be determined;

"relevant year" means a period of twelve consecutive months, as fixed by the CSA, beginning with the scheduling month of April

"standard working day" means the total time for which a dentist is contracted to practice dentistry and to perform GDS-related activities in one week, divided by five.

(2) In this Determination, a reference to a numbered paragraph is to the paragraph bearing that number in this Determination and a reference in a paragraph to a numbered sub-paragraph is to the sub-paragraph bearing that number in that paragraph.

(3) The payments which may be made by the CSA in accordance with this Determination are without prejudice to—

- (a) the power of a Health Board under section 28D (Assistance and support: general dental services) of the National Health Service (Scotland) Act 1978 to provide assistance and support, including financial support, to providers (or prospective providers) of general dental services,
- (b) the ability of a Health Board to offer financial support to providers of general dental services in accordance with the financial support measures set out in NHS: PCA(D)(2020)7 dated 2 April 2020<sup>9</sup> or PCA(D)(2022)3 dated 2 March 2022.<sup>10</sup>

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<sup>9</sup> COVID-19 – Revised Financial Support Measures, PCA(D)(2020)7 published at [https://www.sehd.scot.nhs.uk/pca/PCA2020\(D\)7.pdf](https://www.sehd.scot.nhs.uk/pca/PCA2020(D)7.pdf)

<sup>10</sup> Recovery of NHS Dental Services: Revised Payment Arrangements, PCA(D)(2022)3 published at [https://www.sehd.scot.nhs.uk/pca/PCA2022\(D\)03.pdf](https://www.sehd.scot.nhs.uk/pca/PCA2022(D)03.pdf)

# Statement of Dental Remuneration

## DETERMINATION X ALLOWANCES AND GRANTS FOR PRACTICE IMPROVEMENTS

Determination X describes the allowances available for practice improvements, including for IT infrastructure, ventilation improvements, electric speed adjusting hand pieces, and replacement and/or repairs of dental equipment. It also describes the grants available for practice improvements for new and established vocational training practices. The eligibility criteria; the amount that can be claimed; how to apply; and what happens if a dentist or practice fails to meet the conditions are also explained.

### Part I - Allowances for Practice Improvements

#### General

1. Allowances under this determination may be paid, at the Health Board's discretion, to contractors towards the cost of improving existing dental practices. The Health Board shall exercise discretion in accordance with this determination and having regard to its pre-determined priorities and to its cash allocation for the relevant period. It may be determined that a contractor will not receive an allowance at all.

#### Eligibility

2. An allowance under this determination may only be paid where either:

- (a) a contractor's gross earnings in the financial year prior to that in respect of which the allowance is to be made are not less than the sum listed below:

for 2008/09 of £27,400  
from 2009/10 of £27,800 or

- (b) at least 90 per cent of the contractor's earnings from the practice of dentistry during the financial year prior to that in respect of which the allowance is to be paid were attributable to gross earnings.

#### Projects Eligible for an Allowance

3. Allowances may be paid for or towards the purchase, renewal or upgrade of practice equipment or for the modification or improvement of practice premises, which will result in improvements to patient safety, the practice environment for the benefit of patients or practice efficiency.

#### Amounts

4. A Health Board shall not make allowances under this scheme, which taken together over a period of a financial year, exceed the amount allocated to the Health Board by the Scottish Ministers in respect of this Determination.

## **Applications for Allowances**

5. Applications for allowances shall be made by contractors to a Health Board in such manner as the Health Board may determine.

## **Payment of Allowance**

6. The Health Board may, if it thinks fit, pay the allowance either in the form of cash or in the form of other assistance which may include providing or securing the provision of the new practice equipment or renewal or upgrade of practice equipment or modification or improvement of practice premises.

## **Conditions**

7.—(1) Any allowance shall be paid subject to the condition that the contractor to whom the allowance is paid, or where appropriate their successor, shall continue to meet the eligibility criteria for a period of not less than 3 years after the allowance is paid and to such other conditions as the Health Board may think fit.

(2) An allowance under this Part shall not be paid for any improvements for which a grant has been paid under Part II or Part III of this Determination or for which a Scottish Dental Access Initiative grant has been awarded.

## **Part IA – Additional Allowance for Practice Improvements**

### **General**

8. Subject to paragraph 9, the CSA shall pay to a designated contractor within a practice an allowance as specified in paragraph 11 towards the cost of IT infrastructure as described in the Memorandum to NHS: PCA(D)(2016) 4. Where there is no designated dentist within a practice the CSA shall pay the allowance to a contractor nominated by the practice and agreed with the CSA.

### **Condition of Entitlement**

9. Practices eligible for payment of an allowance under paragraph 10 are those which were in use for the provision of general dental services on 1 April 2016.

### **Amounts**

10. The amount of allowance to be paid where the condition at paragraph 9 is met shall be £350 per practice.

## **Part IB – Ventilation Improvement Allowance**

### **Payment of a Ventilation Improvement Allowance**

11.—(1) Subject to paragraph 1 (general) above, a Health Board may pay a ventilation improvement allowance to a practice towards the purchase, renewal or upgrade of equipment that has improved the ventilation capacity within the practice.

(2) A Health Board may only pay a ventilation improvement allowance in respect of equipment which was purchased, renewed or upgraded on or after 1 April 2020.

### **Amounts**

12.—(1) A Health Board shall not pay allowances under this Determination, which taken together over a period of a financial year, exceed the amount allocated to the Health Board by the Scottish Ministers in respect of this Determination.

(2) The maximum allowance payable under paragraph 11 in respect of a practice is the lower of:

- (a) the full value of the qualifying receipts which are provided to the Health Board as part of the application for the allowance in respect of that practice, in accordance with paragraph 14(2)(b); or
- (b) the practice NHS commitment percentage multiplied by £1500, multiplied by the number of ventilated surgeries in the practice.

(3) The “practice NHS commitment percentage” is calculated by:

- (a) firstly adding together the NHS commitment level of all registered dental practitioners who practise dentistry from the practice, and
- (b) finally dividing the result of the calculation carried out under paragraph 12(3)(a) by the total number of registered dental practitioners who practise dentistry from the practice.

(4) A Health Board may only make one allowance payment per practice .

### **Conditions of Entitlement**

13. An allowance under paragraph 11 is not to be paid to any practice unless the Health Board has secured from an authorised representative of the contractor(s) who provide general dental services from the practice, undertakings that:

- (a) the contractors will continue to provide general dental services until 1 April 2024; and
- (b) the ventilation equipment for which an allowance is claimed meets the required standard.

### **Application for Allowance**

14.—(1) Applications for allowances shall be made by contractors to a Health Board in such manner as the Health Board may determine.

(2) A Health Board must only consider applications for an allowance under paragraph 11 which:



- (a) are made by an authorised representative on behalf of all the contractors within the practice;
- (b) enclose qualifying receipts for the ventilation equipment for which the allowance is being claimed; and
- (c) are received by the Health Board on or before 30 June 2022.

### **Recovery of Allowances**

15. Where an authorised representative receives an allowance under this Part, but the practice does not continue to meet the conditions of entitlement at paragraph 13, the Health Board must require the authorised representative to pay back one thirty-sixth of that allowance for every month of the three year period during which the conditions are not met.

## **Part IC – Improvement Allowance for Electric Speed Adjusting Hand Pieces**

### **Payment of an Improvement Allowance for Electric Speed Adjusting Hand Pieces**

16.—(1) Subject to paragraph 1 (general) above, a Health Board may pay an improvement allowance for electric speed adjusting hand pieces to a practice towards the purchase, renewal or upgrade of electric speed adjusting hand pieces and/or an electric motor which can allow the hand piece to be operated at speeds of less than 60,000 rpm, and which it is regarded will lead to minimal aerosol production.

(2) A Health Board may only pay an improvement allowance for electric speed adjusting hand pieces in respect of equipment which was purchased, renewed or upgraded on or after 1 April 2020.

### **Amounts**

17.—(1) A Health Board shall not pay allowances under this Determination, which taken together over a period of a financial year, exceed the amount allocated to the Health Board by the Scottish Ministers in respect of this Determination.

(2) The maximum allowance payable under paragraph 16 in respect of a practice is the lower of:

- (a) the full value of the qualifying receipts which are provided to the Health Board as part of the application for the allowance in respect of that practice, in accordance with paragraph 19(2)(b); or
- (b) the practice NHS commitment percentage multiplied by £2500, multiplied by the number of surgeries in the practice.

(3) The “practice NHS commitment percentage” is calculated by:

- (a) firstly adding together the NHS commitment level of all registered dental practitioners who practise dentistry from the practice, and
- (b) finally dividing the result of the calculation carried out under paragraph 17(3)(a) by the total number of registered dental practitioners who practise dentistry from the practice.

(4) A Health Board may only make one allowance payment per practice.

### **Conditions of Entitlement**

18. An allowance under paragraph 16 is not to be paid to any practice unless the Health Board has secured from an authorised representative of the contractor(s) who provide general dental services from the practice, undertakings that:

- (a) the contractors will continue to provide general dental services until 1 April 2024; and
- (b) the electric speed adjusting hand pieces, electric motor, and associated equipment for which an allowance is claimed meets the required standard.

### **Application for Allowance**

19.—(1) Applications for allowances shall be made by contractors to a Health Board in such manner as the Health Board may determine.

(2) A Health Board must only consider applications for an allowance under paragraph 16 which:

- (a) are made by an authorised representative on behalf of all the contractors within the practice;
- (b) enclose qualifying receipts for the electric speed adjusting hand pieces and/or electric motor for which the allowance is being claimed; and
- (c) are received by the Health Board on or before 30 June 2022.

### **Recovery of Allowances**

20. Where an authorised representative receives an allowance under this Part, but the practice does not continue to meet the conditions of entitlement at paragraph 18, the Health Board must require the authorised representative to pay back one thirty-sixth of that allowance for every month of the three year period during which the conditions are not met.

## **Part ID – Improvement Allowance for Replacement and/or Repairs to Dental Equipment**

### **Payment of an Improvement Allowance for Replacement and/or Repairs to Dental Equipment**

21.— (1) Subject to paragraph 1 (general) above, a Health Board may pay an improvement allowance for replacement and/or repairs to dental equipment to a practice towards the purchase, renewal or repair of the following, non-exhaustive, list of items of dental equipment:

- (i) Dental chair;
- (ii) Dental operating light;
- (iii) Cuspidor/Spittoon;
- (iv) Dental suction;
- (v) Dental compressor;
- (vi) Dental xray unit.

(2) A Health Board may only pay an improvement allowance for replacement and/or repairs to dental equipment in respect of equipment which was purchased, renewed or repaired on or after 1 April 2020.

### **Amounts**

22.—(1) A Health Board shall not pay allowances under this Determination, which taken together over a period of a financial year, exceed the amount allocated to the Health Board by the Scottish Ministers in respect of this Determination.

(2) The maximum allowance payable under paragraph 21 in respect of a practice is the lower of:

- (a) the full value of the qualifying receipts which are provided to the Health Board as part of the application for the allowance in respect of that practice, in accordance with paragraph 24(2)(b); or
- (b) the practice's NHS commitment percentage multiplied by £2500, multiplied by the number of surgeries in the practice.

(3) The “practice NHS commitment percentage” is calculated by:

- (a) firstly adding together the NHS commitment level of all registered dental practitioners who practise dentistry from the practice, and
- (b) finally dividing the result of the calculation carried out under paragraph 22(3)(a) by the total number of registered dental practitioners who practise dentistry from the practice.

(4) A Health Board may only make one allowance payment per practice.

## **Conditions of Entitlement**

23. An allowance under paragraph 21 is not to be paid to any practice unless the Health Board has secured from an authorised representative of the contractor(s) who provide general dental services from the practice, undertakings that:

- (a) the contractors will continue to provide general dental services until 1 April 2024; and
- (b) the dental equipment for which an allowance is claimed meets the required standard.

## **Application for Allowance**

24.—(1) Applications for allowances shall be made by contractors to a Health Board in such manner as the Health Board may determine.

(2) A Health Board must only consider applications for an allowance under paragraph 21 which:

- (a) are made by an authorised representative on behalf of all the contractors within the practice;
- (b) enclose qualifying receipts for dental equipment for which the allowance is being claimed; and
- (c) are received by the Health Board on or before 30 June 2022.

## **Recovery of Allowances**

25. Where an authorised representative receives an allowance under this Part, but the practice does not continue to meet the conditions of entitlement at paragraph 23, the Health Board must require the authorised representative to pay back one thirty-sixth of that allowance for every month of the three year period during which the conditions are not met.

## **Part II - Grants for Practice Improvements: New Vocational Training Practices**

### **Conditions of Entitlement**

26.—(1) A dentist who wishes to become a trainer, who satisfies the conditions specified in paragraph 26(2) and who makes a claim to the Health Board in accordance with paragraph 28 shall be entitled to a grant as specified in paragraph 27.

(2) The conditions referred to in paragraph 26(1) are:

- (a) no dentist has provided vocational training within the proposed trainer's current training practice during the 5 years prior to their application to become a trainer; and

- (b) the dentist has been provisionally assessed by NHS Education for Scotland as suitable to become a trainer, pending improvements to the proposed training surgery within the proposed training practice to satisfy vocational training standards.

### Amount of Grant

27.—(1) The amount of grant to be paid where a dentist has satisfied the conditions in paragraph 26 and made a claim in accordance with paragraph 28 shall be up to £10,000 less any abatement in accordance with paragraph 26(2).

(2) The abatement to be applied is the amount in column 2 of the Table below corresponding to the proportion in column 1 of that Table which the dentist's NHS earnings bear to their total earnings in the financial year prior to that in respect of which the allowance is to be paid.

<b>Column 1</b>	<b>Column 2</b>
<b>Proportion which NHS earnings bear to the total earnings</b>	<b>Percentage of abatement</b>
90% or more	no abatement
80% or more but less than 90%	10%
70% or more but less than 80%	20%
60% or more but less than 70%	30%
50% or more but less than 60%	40%
40% or more but less than 50%	50%
30% or more but less than 40%	60%
20% or more but less than 30%	70%
10% or more but less than 20%	80%
Less than 10%	90%

(3) The grant shall be paid to one contractor per training practice on behalf of all the contractors at that practice.

(4) Only one grant shall be payable per training surgery within a proposed training practice. This training surgery to be permanent unless a change is agreed with NHS Education for Scotland. Where a dentist will be a trainer otherwise than full-time the grant to be paid shall be a pro-rata sum calculated on the basis of a whole-time week of 35 hours.

(5) A grant under this Part shall not be paid for any improvements for which an allowance has been paid under Part I of this Determination or for which a Scottish Dental Access Initiative grant has been awarded.

## **Application for Grant**

28.—(1) A dentist shall make a claim for a grant under paragraph 27 to the Health Board within 3 months of the improvements to the training surgery being completed, on a form supplied by the Health Board, and shall include with the claim a declaration:

- (a) in which they state the percentage of their NHS earnings in relation to their total earnings for the financial year prior to the year in which the claim is made;
- (b) that by the end of the second vocational training cycle of receiving a grant under paragraph 27:
  - (i) they will employ a trainee; or
  - (ii) where they do not employ a trainee, the surgery which was to be used by the trainee shall be used for the provision of general dental services by a dentist or assistant dentist who has completed their training within the previous 3 months prior to joining the practice;
- (c) that the surgery shall continue to be used for vocational training or for the provision of general dental services for a period of 3 years following commencement of its use in accordance with paragraph 28(1)(b) and the full range of general dental services (except for specialist services where referral may be appropriate) will be provided to all categories of NHS patients throughout that period.

(2) A grant shall be payable on production of receipts for the work undertaken to the proposed training surgery to meet vocational training standards.

(3) A grant can only be made for those items identified by NHS Education for Scotland as requiring upgrading in the proposed training surgery to satisfy vocational training standards.

(4) Where the prospective trainer is not an owner of the proposed training practice, any application shall be made jointly by the owner(s) of the practice and the prospective trainer and the conditions in paragraph 28(1)(b) and (c) will apply equally to both the trainer and the owner(s).

## **Part III - Grants for Practice Improvements: Established Vocational Training Practices**

### **Conditions of Entitlement**

29.—(1) A dentist who is a trainer, who satisfies the condition specified in paragraph 29(2) and who makes a claim to the Health Board in accordance with paragraph 31 shall be entitled to a grant as specified in paragraph 30.

(2) The condition referred to in paragraph 29(1) is NHS Education for Scotland determines that:

- (a) the training surgery within the training practice requires subsequent improvements to continue to satisfy vocational training standards;  
or
- (b) the training practice is suitable for expansion to become a multiple training practice, pending improvements to the proposed additional training surgery(ies) within the training practice to satisfy vocational training standards.

**Amount of Grant**

30.—(1) The amount of grant to be paid where a dentist has satisfied the condition in paragraph 29 and made a claim in accordance with paragraph 31 shall be up to £6,000 less any abatement in accordance with paragraph 30(2).

(2) The abatement to be applied is the amount in column 2 of the Table below corresponding to the proportion in column 1 of that Table which the trainer's NHS earnings bear to their total earnings in the financial year prior to that in respect of which the allowance is to be paid.

<b>Column 1</b>	<b>Column 2</b>
<b>Proportion which NHS earnings bear to the total earnings</b>	<b>Percentage of abatement</b>
90% or more	no abatement
80% or more but less than 90%	10%
70% or more but less than 80%	20%
60% or more but less than 70%	30%
50% or more but less than 60%	40%
40% or more but less than 50%	50%
30% or more but less than 40%	60%
20% or more but less than 30%	70%
10% or more but less than 20%	80%
Less than 10%	90%

(3) The grant shall be paid to one contractor per training practice on behalf of all the contractors at that practice.

(4) Only one grant shall be payable per training surgery within a training practice in each 5 financial years. This training surgery to be permanent unless a change is agreed with NHS Education for Scotland. Where a dentist is a trainer otherwise than full-time the grant to be paid shall be a pro-rata sum calculated on the

basis of a whole-time week of 35 hours.

(5) A grant under this Part shall not be paid for any improvements for which an allowance or grant has been paid under either Part I or Part II of this Determination or for which a Scottish Dental Access Initiative grant has been awarded.

### **Application for Grant**

31.—(1) A trainer shall make a claim for a grant under paragraph 30 to the Health Board within 3 months of the improvements to the training surgery being completed, on a form supplied by the Health Board, and shall include with the claim a declaration:

- (a) in which they state the percentage of their NHS earnings in relation to their total earnings for the financial year prior to the year in which the claim is made; and
- (b) that the training practice shall continue to provide vocational training for a period of 3 years following receipt of a grant and that the trainee shall provide the full range of general dental services (except for specialist services where referral may be appropriate) to all categories of NHS patients throughout that period; or
- (c) that where they do not employ a trainee during any year within the 3 year period, the surgery which was to be used by the trainee shall be used for the provision of general dental services by the dentist to whom the trainer has provided training which has been completed within the previous 3 months.

(2) A grant shall be payable on production of receipts for the work undertaken to the training surgery to continue to meet vocational training standards.

(3) A grant can only be made for those items identified by NHS Education for Scotland as requiring upgrading in the training surgery to continue to satisfy vocational training standards.

(4) Where the trainer is not an owner of the training practice, any application shall be made jointly by the owner(s) and the trainer and the condition in paragraph 31(1)(b) will apply equally to both the trainer and the owner(s).

### **Transitional Application of Part III**

32. A contractor who has received a grant under this Part of this Determination in the financial year 2012/13 shall not be entitled to receive a further grant for 4 complete financial years.

## **Part IV - Repayment of Allowances and Grants**

33.—(1) Where there has been a breach of paragraph 7 above, the allowance will be recovered in whole or in part by taking back one third for each financial year in which the relevant condition was unmet. In such circumstances, payment must be made



within three months of demand. If the dentist fails to repay the amount due, appropriate recovery action by the Health Board will follow.

(2) Where there has been a breach of paragraph 28(1)(b) or (c) or 31(1)(b) or (c) above, the grant will be repaid in full or by an amount calculated by taking the percentage of the number of months unserved compared with the agreed period of 24/36 months plus 20%, whichever is the lesser. In such circumstances, payment must be made within 3 months of demand. If the dentist fails to repay the amount due, appropriate recovery action by the Health Board will follow.

## **Interpretation**

34.—(1) In this Determination, unless the context otherwise requires:

“assistant” has the meaning given in regulation 2(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010 but excludes those assistants who are vocational trainees;

“contractor” means a person who has undertaken to provide general dental services and whose name is included in sub-part A of the first part of the dental list;

"dental list" means a list prepared by a Health Board in accordance with regulation 4(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010;

"dentist" means a registered dental practitioner whose name is included in sub-part A of the first part of the dental list;

“designated contractor” means that contractor deemed designated by the practice and recorded by the CSA;

"financial year" means the period beginning on 1 April in one year and ending on 31 March in the next year;

"gross earnings" means in relation to Part I the contractor's gross earnings from the provision of general dental services under the National Health Service (Scotland) Act 1978 and does not include remuneration by way of salary;

"gross earnings" means in relation to Parts II and III the dentist's gross earnings from the provision of general dental services under the National Health Service (Scotland) Act 1978 and does not include remuneration by way of salary;

“NHS commitment level” means the average percentage of time spent on NHS work compared to private work in a typical week;

"NHS earnings" means the dentist's gross earnings, excluding any remuneration by way of salary, from the provision by them in person of general dental services under the National Health Service (Scotland) Act 1978;

“a practice” means a single geographical location from which general dental services are provided, this location being the practice address on a Health Board list;

“practice NHS commitment percentage” has the meaning given in paragraph 12(3) and paragraph 17(3);

“qualifying receipts” means—

- (a) in relation to the ventilation improvement allowance, receipts for the purchase, renewal, upgrading and (if needed) installation of ventilation equipment which meets the required standard;
- (b) in relation to the improvement allowance for electric speed adjusting hand pieces, receipts for the purchase, renewal or upgrading of electric speed adjusting hand pieces, electric motors and associated equipment which meets the required standard;

“required standard” means—

- (a) in relation to the ventilation improvement allowance, equipment which allows for 10 or more air changes per hour in the surgery in which it is installed; and
- (b) in relation to the improvement allowance for electric speed adjusting hand pieces, electric speed adjusting hand pieces powered by an electric motor which can allow the hand piece to be operated at speeds of less than 60,000 rpm, and which it is regarded will lead to minimal aerosol production;

"total earnings" means the dentist's gross earnings, excluding any remuneration by way of salary, from the practice of dentistry by them in person;

"trainee" means a dentist who is employed by a trainer as an assistant in accordance with paragraph 2 of Determination IV;

"trainer" means a dentist who employs a trainee as an assistant in accordance with paragraph 2 of Determination IV;

"training" means a period of one year's vocational training or two years general professional training;

"training practice" means a practice which has been assessed as being an appropriate standard to undertake vocational training as determined by NHS Education for Scotland;

"training surgery" means the surgery which has been agreed with NHS Education for Scotland as being the surgery to be used by a trainee to provide general dental services;

“ventilated surgery” means a surgery in which ventilation equipment which meets the required standard has been installed;

"vocational training" has the meaning given in regulation 2(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010;

"vocational training cycle" means a period beginning on 1 August in one year and ending on 31 July in the next year;

"year" means a vocational training cycle.

(2) In this Determination, a reference to a numbered paragraph is to the paragraph bearing that number in this Determination and a reference in a paragraph to a numbered sub-paragraph is to the sub-paragraph bearing that number in that paragraph.

# Statement of Dental Remuneration

## DETERMINATION XI QUALITY IMPROVEMENT ALLOWANCES

Determination XI describes the conditions of entitlement for a quality improvement allowance; the amount of the allowance; and how to make a claim.

### Conditions of Entitlement

1.—(1) A contractor who is a dentist who:

- (a) satisfies the conditions specified in paragraph 1(2); and
- (b) makes a claim to the CSA in accordance with paragraph 3,

shall be entitled to an allowance of an amount ascertained in accordance with paragraph 2.

(2) The conditions are that:

- (a) at the time of undertaking an approved project, and at the time of making the claim, the contractor, who is a dentist, has their name included in sub-part A of the first part of a dental list and they are providing general dental services; and
- (b) the first approved project undertaken by the dentist is one of not less than 5 hours' duration except where NHS Education for Scotland or the Health Board has approved a shorter first project.

(3) A contractor who:

- (a) employs an assistant and who satisfies the conditions specified in paragraph 1(4); and
- (b) makes a claim to the CSA in accordance with paragraph 3 in respect of an assistant of theirs,

shall be entitled to an allowance of an amount ascertained in accordance with paragraph 3.

(4) The conditions are that:

- (a) at the time an assistant undertakes an approved project the assistant's name is included in the second part of the dental list, and at the time of making the claim in respect of the assistant, the contractor's name is included in sub-part A of the first part of a dental list and they are providing general dental services; and
- (b) subject to paragraph 1(4), the first approved project which the assistant undertakes is of not less than 5 hours' duration except where NHS Education for Scotland or the Health Board has

approved a shorter first project.

(5) The conditions specified in paragraph 1(4)(b) shall not apply where an assistant was previously employed as such by another contractor and undertook an approved project in that previous employment of not less than 5 hours' duration.

### **Amount of Allowance**

2.—(1) Subject to the following sub-paragraphs, the allowance payable for undertaking approved projects in the relevant period is to be calculated at an hourly rate of £65.21.

(2) After the first approved project is completed a contractor who is a dentist may claim in respect of periods of not less than half an hour which they have spent undertaking an approved project.

(3) The number of hours for which an allowance is payable to any contractor who is a dentist, in respect of their undertaking any approved project over the relevant period, is 15 hours.

(4) Subject to paragraph 2(5), where an assistant undertakes any approved project the number of hours for which the allowance is payable to the contractor in respect of that assistant is 15 hours in the three year period in question.

(5) Where in a three year period an assistant who was previously employed as such by another contractor undertook an approved project in that previous employment for which a claim was made in accordance with this Determination, the number of hours for which an allowance is payable is 15 hours, less the number of hours in respect of which any earlier claim was made.

(6) After an assistant has participated in a first approved project a contractor may claim in respect of the assistant's participation in subsequent approved projects for periods of not less than half an hour.

### **Claims for Allowance**

3.—(1) A contractor shall make a claim for an allowance within 6 months of completion of the approved project on a form supplied by the Health Board for the purpose, or a form to like effect, and shall include with the claim a certificate of completion of the approved project in respect of which the claim is made, signed by a member of NHS Education for Scotland or the Health Board which approved the project.

(2) Where a contractor makes a claim in respect of their assistant the contractor shall include a signed statement from the assistant to the effect that the assistant's payments under the contract of employment with the contractor were not reduced on account of their participation in the approved project in respect of which the claim is being made.

(3) Where in a three year period the assistant was previously employed as such by another contractor and undertook an approved project in that previous employment for which a claim was made in accordance with this Determination, the

statement referred to at paragraph 3(2) shall also specify the number of hours in respect of which any earlier claim was made.

(4) Where a contractor's name is included in sub-part A of the first part of the dental list of more than one Health Board they shall make the claim in respect of the Health Board for whom they provide the greater or greatest proportion of general dental services at the date of the claim.

### **Transitional Application of Determination**

4. The replacement of clinical audit activities with quality improvement activities does not affect any project that was approved by NHS Education for Scotland or the Health Board before 26 October 2017.

### **Interpretation**

5.—(1) In this Determination, unless the context otherwise requires:

"approved project" means a project of clinical audit activities which has been approved by NHS Education for Scotland or the Health Board and "first approved project" means the first such project undertaken in the relevant period;

"assistant" has the meaning given in regulation 2(1) of the Regulations;

"quality improvement activities" has the meaning given in paragraph 40(4) of Schedule 1 to the Regulations, namely activities which involve the systematic, critical and reflective analysis of the quality of dental care provided by the dentist, and any changes made by the dentist to bring about improvement in quality of care, patient experience, patient safety and clinical effectiveness, (including the processes used by that dentist for diagnosis, intervention and treatment and use of resources) which have a defined start and end date, no more than 6 months apart (or such other period as may be agreed with NHS Education for Scotland or, as the case may be, the Health Board);

"contractor" means a person who has undertaken to provide general dental services and whose name is included in sub-part A of the first part of a dental list;

"the CSA" means the Common Services Agency for the Scottish Health Service constituted under Section 10 of the National Health Service (Scotland) Act 1978;

"dentist" means a registered dental practitioner whose name is included in either sub-part A of the first part or the second part of a dental list;

"dental list" means a dental list prepared by a Health Board in accordance with regulation 4(1) of the Regulations;

"relevant period" has the meaning given in paragraph 40(4) of Schedule 1 to the Regulations, namely where a dentist's name is included in a dental list and they are providing or assisting in the provision of general dental services the

three year period from 1<sup>st</sup> August 2010 until 31<sup>st</sup> July 2013 (inclusive) and each successive period of three years thereafter,

"the Regulations" means the National Health Service (General Dental Services) (Scotland) Regulations 2010;

(2) In this Determination, any reference to a numbered paragraph is to the paragraph bearing that number in this Determination and a reference in a paragraph to a numbered sub-paragraph is to the sub-paragraph bearing that number in that paragraph.

# Statement of Dental Remuneration

## DETERMINATION XII REMOTE AREAS ALLOWANCES

Determination XII describes the conditions of entitlement for the remote areas allowances; the amount of allowance; how to make a claim; and what happens if an area is no longer considered to be a remote area.

### Conditions of Entitlement

1.—(1) A dentist who satisfies the conditions specified in paragraph 1(2) and who makes a claim to the CSA in accordance with paragraph 3 shall be entitled to an allowance of an amount ascertained in accordance with paragraph 2.

(2) The conditions referred to in paragraph 1(1) are that:

- (a) the dentist's name is included in sub-part A of the first part of a dental list; and
- (b) the dentist is a remote dentist.

(3) Where a dentist has more than one address listed in sub-part A of the first part of a dental list the CSA will not be liable to pay a remote areas allowance to the dentist if the address from which they provide general dental services for the greatest proportion of their time results in the dentist not being a remote dentist.

### Amount of Payment

2.—(1) The amount of allowance to be paid where a dentist has satisfied the conditions in paragraph 1(2) and made a claim in accordance with paragraph 3 shall be £9,000.00 less any abatement calculated in accordance with paragraph 2(2).

(2) The abatement to be applied is the amount which represents the percentage of the dentist's total earnings which is specified in column 2 of the Table below as corresponding to the proportion in column 1 of that Table which their NHS earnings bear to their total earnings in the year prior to that in respect of which the allowance is to be paid.

<b>Column 1</b>	<b>Column 2</b>
<b>Proportion which NHS earnings bear to the total earnings</b>	<b>Percentage of abatement</b>
90% or more	no abatement
80% or more but less than 90%	10%
70% or more but less than 80%	20%
60% or more but less than 70%	30%



50% or more but less than 60%	40%
40% or more but less than 50%	50%
30% or more but less than 40%	60%
20% or more but less than 30%	70%
10% or more but less than 20%	80%
Less than 10%	90%

(3) Only one allowance shall be payable to a dentist in a year.

### **Claim for Allowance**

3.—(1) A dentist shall make a claim for a remote areas allowance within 6 months of the start of a financial year on a form supplied by the Health Board for the purpose, in which they state:

- (a) the percentage their gross earnings from the provision by them in person of general dental services bore to their total earnings in the practice financial year prior to the year in which the claim is made; and
- (b) that if required to do so by the CSA they will provide to the CSA at their own expense a certificate signed by an accountant stating the proportion that the dentist's NHS earnings bore to their total earnings in the practice financial year prior to the year in which the claim is made and that they will provide the certificate within three months of the request being made.

(2) Where a dentist's name is included in sub-part A of the first part of the dental list of more than one Health Board and they meet the conditions at paragraph 1(1) for each area they shall only make the claim in respect of the Health Board for which they provide the greater or greatest proportion of general dental services.

### **Change of Status of a Remote Dentist**

4. —(1) A dentist who is in receipt of an allowance under paragraph 2 will no longer be eligible to receive payment in respect of that allowance if the CSA determines that the area where the dentist provides general dental services is predominately non-residential.

(2) A dentist who is in receipt of an allowance under paragraph 2 will no longer be eligible to receive payment in respect of that allowance if following an annual review the dentist ceases to be classed as a remote dentist.

### **Transitional Application of Determination**

5. A dentist who does not fall within the definition of a "remote dentist" in paragraph 6(1) who fell within the definition of a "remote dentist" in effect prior to 1

April 2006 will continue to be entitled to receive a remote area allowance so long as they provide general dental services from the address in sub-part A of the first part of the dental list which entitled them to receive such an allowance, that address being 90 minutes or more, as determined by the AA Route Planner 2005 package (using default settings), traveling time by car to their local postgraduate education resource centre in Scotland.

## **Interpretation**

6.—(1) In this Determination unless the context otherwise requires:

"the CSA" means the Common Services Agency for the Scottish Health Service constituted under Section 10 of the National Health Service (Scotland) Act 1978;

"dental list" means a dental list prepared by a Health Board in accordance with regulation 4(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010;

"dentist" means a registered dental practitioner whose name is included in sub-part A of the first part of the dental list;

"local postgraduate education resource centre" means the postgraduate centres in Aberdeen, Dundee, Edinburgh, Glasgow and Inverness;

"remote dentist" means a dentist who provides general dental services on an island in Scotland or in an area which has less than 0.5 persons per hectare, as determined by the CSA and reviewed annually in December but excludes any areas which are predominately non-residential;

"total earnings" means all of a dentist's gross earnings from the practice of dentistry by him in person, excluding payments made under this Determination, and "NHS earnings" means the dentist's gross earnings from the provision by them in person of general dental services under the National Health Service (Scotland) Act 1978, excluding payments made under this Determination, including where the dentist's name is included in sub-part A of the first part of two or more dental lists in Scotland, or prior to 2 July 2010 Part A of two or more dental list prepared by a Health Board in accordance with regulation 4(1A) of the National Health Service (General Dental Services) (Scotland) Regulations 1996, but neither their total earnings nor their NHS earnings shall be taken to include any remuneration by way of salary;

"year" means the period beginning on 1 April one year and ending on 31 March in the next year.

(2) Where a question arises as to whether a dentist is a remote dentist this will be determined by the CSA whose decision will be final.

(3) In this Determination, a reference to a numbered paragraph is to the paragraph bearing that number in this Determination and a reference to a numbered sub-paragraph to the sub-paragraph bearing that number in that paragraph.

# Statement of Dental Remuneration

## DETERMINATION XIII RECRUITMENT AND RETENTION ALLOWANCES

Determination XIII describes the eligible areas and the amount that can be claimed for the recruitment and retention allowances. It also explains the conditions of entitlement; the undertakings dentists must provide; how to make a claim; and what happens if a dentist fails to meet the conditions.

### Part I

This Part has been deleted.

### Part II

#### Conditions of Eligibility

1.—(1) To be eligible for an allowance under this determination a dentist must—

- (a) meet one of the conditions in paragraph 1(2),
- (b) give the undertakings in paragraph 1(3), and
- (c) if the dentist is a person to whom paragraph 1(6) applies, meet the condition in paragraph 1(6).

(2) The conditions are that the dentist must—

- (a) have their name included in sub-part A of the first part of a dental list within 3 months of completion of training, or
- (b) have their name included in sub-part A of the first part of a dental list for the first time or have their name included having not been on such a list for the previous 5 years, or
- (c) have their name included in the second part of a dental list, as an Assistant, and be undertaking a course of vocational training approved by NHS Education for Scotland.

(3) The undertakings are that the dentist must:

- (a) provide at least 16 sessions of general dental services per month of the required period;
- (b) have NHS earnings which represent not less than 80% of their total earnings per year for the required period;
- (c) provide the full range of general dental services (except for specialist services where referral may be appropriate) to all categories of NHS patients for the required period;

- (d) either—
- (i) in the case of a dentist who meets the condition in paragraph 1(2)(a) or 1(2)(b), remain included in sub-part A of the first part of the dental list and continue to provide general dental services in an eligible area, for the required period or,
  - (ii) in the case of a dentist who meets the condition in paragraph 1(2)(c), remain on an approved vocational training course and continue to provide general dental services in an eligible area, for the required period; and
- (e) not be included in the second part of the dental list or not have been on such a list within the previous 5 years, other than those whose name is included in sub-part A of the first part of the dental list in accordance with paragraph 1(2)(a) or those who have a vocational training number and are undertaking an approved course of vocational training in accordance with paragraph 1(2)(c).

(4) The “required period” is—

- (a) in the case of a dentist who meets the condition in paragraph 1(2)(a) or (b), 3 years, which must immediately follow the dentist’s receipt of the first payment under paragraph 2; or
- (b) in the case of a dentist who meets the condition under paragraph 1(2)(c), the full year of the approved training course which the dentist is undertaking.

(5) In the case of a dentist who meets the condition in paragraph 1(2)(a) or (b) and who is registered by virtue of section 15(1)(b) or (2A) of the Dentists Act 1984 (registration of nationals of an EEA State who hold an appropriate European diploma) or is in any way a person in respect of whom the United Kingdom was prohibited by Community law from imposing such a requirement, the dentist must supply to the CSA evidence of suitable postgraduate experience as approved by NHS Education for Scotland as a condition of payment.

(6) Where the name of the dentist cannot be included in sub-part A of the first part of the dental list within the 3 month period referred to in paragraph 1(2)(a) due to maternity, paternity, adoptive leave or certified sick leave, the 3 month period shall commence at the end of the period of maternity, paternity, adoptive leave, or certified sick leave.

### **Amount of Allowance**

2.—(1) Where a dentist, who meets the requirements specified in paragraph 1, provides general dental services in an eligible area, the amount of allowance to be paid will be:

- (a) £25,000 paid over a two year period, at £12,500 per annum, for dentists who meet the condition in either paragraph 1(2)(a) or (b),

- (b) £12,500 paid over a one year period for dentists who meet the condition in paragraph 1(2)(c).

(2) Where the name of the dentist is included in sub-part A of the first part of a dental list of more than one Health Board the allowance shall only be payable in respect of the Health Board for which the dentist provides the greatest proportion of general dental services at the date of the claim.

(3) Payments under paragraph 2(1) will stop if the dentist no longer:

- (a) has their name included in sub-part A of the first part of any dental list or is no longer undertaking an approved course of vocational training; or
- (b) provides general dental services in an eligible area.

### **Claim for Allowance**

3.—(1) A dentist shall make a claim for an allowance under paragraph 1 to the CSA on a form supplied by the Health Board and shall include with the claim a declaration in writing:

- (a) giving the undertakings listed at paragraph 1(3); and
- (b) agreeing that if requested to do so by the CSA in the year following one in which a payment under paragraph 2 has been received they will provide to the CSA, at their own expense, a certificate signed by an accountant stating the proportion the dentist's NHS earnings bore to their total earnings, within 3 months of the request being made.

(2) A claim under paragraph 1 must be made within 2 months of the dentist's name being included in sub-part A of the first part of a dental list for the first time or after a period of 5 years where the dentist's name was not included in a dental list, or the dentist being issued a vocational training number and beginning an approved course of vocational training.

(3) A dentist must notify the CSA within one month of any changes to their circumstances which may affect their entitlement to the payment of an allowance under paragraph 2.

(4) Only one claim for an allowance under paragraph 2 can be made by a dentist who is eligible for an allowance in accordance with paragraph 1(2)(a) or 1(2)(b).

### **Failure to Meet Conditions of Allowance**

4.—(1) Where a dentist, eligible for an allowance under paragraph 1(2)(a) or 1(2)(b), fails to meet the conditions set out in paragraph 1(2) or ceases, within 3 years of receiving the first payment under paragraph 2(1) to:

- (a) have their name included in sub-part A of the first part of any dental list; or
- (b) provide general dental services in an eligible area.

they must repay to the Health Board within 3 months the full amount of any allowance received.

(2) Where a dentist, eligible for an allowance in accordance with paragraph 1(2)(c), fails to meet the conditions set out in paragraph 1(3), or withdraws from their approved course of vocational training, they must repay to the Health Board within 3 months the full amount of any allowance received,

(3) The Health Board may waive repayment in any case where it considers that the dentist was unable to meet any of the conditions because of exceptional circumstances.

### **Change in Status of Eligible Areas**

5.—(1) A dentist who is in receipt of an allowance in accordance with paragraph 1 will continue to be eligible to receive payments in respect of that allowance if the area in which they provide general dental services for which they are receiving the allowance ceases to be an eligible area and shall not be liable to return the sum received.

(2) A dentist in receipt of a Classification 2 allowance, as defined in Determination XIII, paragraph 2(2) of Amendment No. 158 to the Statement of Dental Remuneration, will not be entitled to receive an additional allowance if the area in which they provide general dental services is subsequently re-classified.

### **Interpretation**

6.—(1) In this Determination, unless the context otherwise requires:

“eligible areas” in relation to Part II means:

- (a) Dalmellington and Patna within Ayrshire and Arran Health Board;
- (b) Borders Health Board;
- (c) Dumfries and Galloway Health Board;
- (d) Auchtermuchty, Leslie, Newburgh and Tayport within Fife Health Board;
- (e) Stirlingshire within Forth Valley Health Board;
- (f) Banff, Fraserburgh, Huntly and Moray within Grampian Health Board;
- (g) Inverclyde within Greater Glasgow and Clyde Health Board;
- (h) Highland Health Board;
- (i) Orkney Health Board;
- (j) Shetland Health Board;
- (k) Arbroath, Dundee, Forfar, Monifieth and Kinross within Tayside Health Board; and
- (l) Western Isles Health Board.

"the CSA" means the Common Services Agency for the Scottish Health

Service constituted under Section 10 of the National Health Service (Scotland) Act 1978;

"dental list" means a list prepared by a Health Board in accordance with regulation 4(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010;

"dentist" means a registered dental practitioner whose name is included in sub-part A of the first part of the dental list;

"NHS earnings" means the dentist's gross earnings, excluding any remuneration by way of salary, from the provision by him in person of general dental services under the National Health Service (Scotland) Act 1978;

"required period" has the meaning given in paragraph 1(4);

"session" means a period of not less than 3.5 hours;

"total earnings" means the dentist's gross earnings, excluding any remuneration by way of salary, from the practice of dentistry by him in person;

"training" means a period of one year's vocational training or two year's general professional training ;

"vocational training" has the meaning given in regulation 2(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010;

(2) In the case of a dentist who is registered by virtue of section 15(1)(b) or (2A) of the Dentists' Act 1984 (registration of nationals of an EEA State who hold an appropriate European diploma) or is in any way a person in respect of whom the United Kingdom was prohibited by Community law from imposing such a requirement, the completion of their training is taken to be the date on which they received their vocational training number from NHS Education for Scotland.

(3) In this Determination, a reference to a numbered paragraph is to the paragraph bearing that number in this Determination and a reference in a paragraph to a numbered sub-paragraph is to the sub-paragraph bearing that number in that paragraph.

# Statement of Dental Remuneration

## DETERMINATION XIV PRACTICE ALLOWANCES

Determination XIV describes the eligibility criteria for the General Dental Practice Allowance, Vocational Training Practice Allowance, and Extended Duty Dental Nurse Training Practice Allowance. The amount that can be claimed for each allowance; how to make a claim; and what happens if a dentist or practice fails to meet the conditions are also explained.

### Part I - General Dental Practice Allowance

#### Conditions of Entitlement

1.—(1) A General Dental Practice Allowance, to help address the increasing practice requirements in relation to the provision of high quality premises, health and safety, staffing support and information collection and provision, will be paid to a designated contractor within a practice that meets the following conditions:

- (a) the designated contractor must have their name included in sub-part A of the first part of the dental list of the Health Board in whose area the practice is situated;
- (b) the names of each of the dentists in respect of which the claim is being made must be included in the dental list of the Health Board in whose area the practice is situated;
- (c) the practice has been satisfactorily inspected by the Health Board in whose area the practice is situated within the 3 years prior to the year in which the allowance is to be paid;
- (d) the practice must not have fewer than 80% of their accumulated number of NHS patient registrations remaining when compared to their accumulated number of NHS patient registrations for the practice as at 1 July 2022, across all contractors within the practice;
- (e) the dentists within the practice meet, and continue to meet, their NHS terms of service, as set out in Schedule 1 to the Regulations.

#### Amount of Payment

2.—(1) The amount of allowance to be paid to practices that satisfy the conditions in paragraph 1(1) will be 12% of the accumulative gross practice earnings, up to a maximum of £22,000 per quarter.



## **Claim for Payment**

3.—(1) The allowance will be automatically paid to a designated contractor within the practice on behalf of all of the contractors at the practice but all contractors within the practice must meet the conditions at paragraph 1.

## **Failure to Meet Conditions**

4.—(1) Where the contractors within a practice fail to meet the conditions set out in paragraph 1 payment under this Determination will cease.

(2) The Health Board may waive the ceasing of the payment in any case where it considers that the failure to meet the conditions set out in paragraph 1 was because of exceptional circumstances.

## **Part II**

This part has been deleted.

## **Part III - Vocational Training Practice Allowance**

### **Conditions of Entitlement**

8.—(1) The CSA shall, where a dentist who is a trainer has satisfied the conditions specified in paragraph 8(2), pay to the dentist on behalf of the vocational training practice an allowance as specified in paragraph 9.

(2) The condition referred to in paragraph 8(1) is that the dentist has employed a trainee in the year in which the allowance is to be paid.

### **Amount of Allowance**

9.—(1) The amount of allowance to be paid where the dentist has satisfied the condition in paragraph 8(2) shall be:

£1,500.00.

(2) The amount of allowance to be paid to a dentist who is a trainer otherwise than full-time will be a pro-rata sum calculated on the basis of a whole-time week of 35 hours.

(3) Only one allowance shall be payable to a trainer per trainee in a year.

## **Part IV – Extended Duty Dental Nurse Training Practice Allowance**

### **Conditions of Entitlement**

10.—(1) The CSA shall, where a contractor has satisfied the conditions specified in paragraph 10(2), pay to the designated contractor within the practice an allowance in accordance with paragraph 11.

(2) The conditions referred to in paragraph 10(1) are that:

- (a) the contractor has released a dental nurse to undertake Extended Duty Dental Nurse training in order to deliver preventive care in accordance with Section X of Determination I; and
- (b) the dental nurse has successfully completed the Extended Duty Dental Nurse training.

### **Amount of Allowance**

11.—(1) The amount of allowance to be paid where the contractor has satisfied the condition in paragraph 10(2) and where NHS Education for Scotland has advised the CSA that a dental nurse has successfully completed the Extended Duty Dental Nurse training shall be:

£540.00.

(2) Only one allowance shall be payable to a designated contractor in respect of an individual dental nurse.

### **Interpretation**

12.—(1) In this Determination unless the context otherwise requires:

"assistant" in relation to Part I has the meaning given in regulation 2(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010 but excludes those assistants who are vocational trainees;

"accumulative gross practice earnings" means the gross earnings of all of the contractors on sub-part A of the first part of the dental list within the practice (including the gross earnings of all of the assistants on the second part of the dental list who assist the contractor with the provision of general dental services within the practice) for the preceding 3 scheduled payments prior to the quarter end in respect of which the allowance is to be paid;

"the CSA" means the Common Services Agency for the Scottish Health Service constituted under Section 10 of the National Health Service (Scotland) Act 1978;

"contractor" means a person who has undertaken to provide general dental services and whose name is included in sub-part A of the first part of a dental list;

"dental list" means a list prepared by a Health Board in accordance with regulation 4(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010;

"dentist" in relation to Part I and II means a registered dental practitioner whose name is included in either sub-part A of the first part or the second part of a dental list;

"dentist" in relation to Part III means a registered dental practitioner whose

name is included in sub-part A of the first part of a dental list;

"designated contractor" means that contractor deemed designated by the practice and recorded by the CSA on the last day of the quarter in which the payment is to be made;

"financial year" means the period beginning on 1 April in one year and ending on 31 March in the next year;

"a practice" means a single geographical location from which general dental services are provided, this location being the practice address on a Health Board list;

"NHS earnings" in relation to Part II means the gross earnings, excluding any remuneration by way of salary, of all of the dentists within the practice from the provision, or the assistance in the provision, by each such dentist in person of general dental services under the National Health Service (Scotland) Act 1978;

"non-specialist practice" means a practice which does not restrict its services under general dental services to orthodontic care and treatment, oral surgery, sedation, paediatric dentistry, endodontics, prosthodontics or restorative periodontology on referral;

"other specialist practice" means a practice which restricts its services under general dental services and provides only oral surgery, sedation, paediatric dentistry, endodontics, prosthodontics or restorative periodontology on referral;

"quarter" means a period of 3 months ending on 30 June, 30 September, 31 December and 31 March;

"the Regulations" means the National Health Service (General Dental Services) (Scotland) Regulations 2010, as amended;

"specialist orthodontic practice" means a practice which restricts its services under general dental services and provides only orthodontic care and treatment on referral;

"total earnings" in relation to Part II means the gross earnings, excluding any remuneration by way of salary, of all of the dentists within the practice from the provision, or the assistance in the provision, of dentistry by each such dentist in person;

"trainee" means a dentist who is employed as a trainee by a trainer as an assistant in accordance with paragraph 2 of Determination IV;

"trainer" means a dentist who employs a trainee as an assistant in accordance with paragraph 2 of Determination IV;

"vocational training practice" means a practice which has a trainer who employs a trainee;

"year" in relation to Part I and II means the period beginning on 1 April in one calendar year and ending on 31 March in the next calendar year;

"year" in relation to Part III means the period beginning on 1 August in one year and ending on 31 July in the next year.

(2) In this Determination, a reference to a numbered paragraph is to the paragraph bearing that number in the Determination and a reference in a paragraph to a numbered sub-paragraph is to the sub-paragraph bearing that number in that paragraph.

(3) The payments which may be made by the CSA in accordance with this Determination are without prejudice to—

- (a) the power of a Health Board under section 28D (Assistance and support: general dental services) of the National Health Service (Scotland) Act 1978 to provide assistance and support, including financial support, to providers (or prospective providers) of general dental services,
- (b) the ability of a Health Board to offer financial support to providers of general dental services in accordance with the financial support measures set out in NHS: PCA(D)(2020)7 dated 2 April 2020<sup>11</sup> or PCA(D)(2022)3 dated 2 March 2022.<sup>12</sup>

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<sup>11</sup> COVID-19 – Revised Financial Support Measures, PCA(D)(2020)7 published at [https://www.sehd.scot.nhs.uk/pca/PCA2020\(D\)7.pdf](https://www.sehd.scot.nhs.uk/pca/PCA2020(D)7.pdf)

<sup>12</sup> Recovery of NHS Dental Services: Revised Payment Arrangements, PCA(D)(2022)3 published at [https://www.sehd.scot.nhs.uk/pca/PCA2022\(D\)03.pdf](https://www.sehd.scot.nhs.uk/pca/PCA2022(D)03.pdf)

# Statement of Dental Remuneration

## DETERMINATION XV REIMBURSEMENT OF PRACTICE EXPENSES

Determination XV describes the conditions of entitlement for reimbursement of practice rental costs for those practices that were in receipt of these payments as at 31 March 2020, and for those new practices, that were not in receipt of these payments as at 31 March 2020. The amount of payments; how to claim; and what happens if a dentist or practice fails to meet the conditions are also explained.

### Reimbursement of Practice Rental Costs

#### Conditions of Entitlement

1.—(1) To be eligible for the reimbursement of rental expenses practices must meet the following conditions:

- (i) the names of the contractors in respect of which the payment is being made must be included in sub-part A of the first part of the dental list of the Health Board in whose area the practice is situated;
- (ii) the names of any dentists who assist the contractors in the provision of general dental services at the practice are included in the second part of the dental list of the Health Board in whose area the practice is situated;
- (iii) a minimum average of 500 patients per dentist accepted for care and treatment under capitation arrangement, at least 100 of which must be fee paying adults; or in the case of a specialist orthodontic practice, or other specialist practice, payment must have been received for a minimum, per dentist, of 500 claims under item 46 of Determination I;
- (iv) the contractors within the practice must maintain or increase the number of patients accepted for care and treatment under capitation arrangement; or in the case of a specialist orthodontic practice, or other specialist practice, the designated contractor must submit a declaration by 30 June each year, on an electronic form provided by the CSA, confirming that the contractors within the practice accept referrals for treatment under general dental services for all categories of patients;
- (v) the contractors and dentists within the practice meet, and continue to meet, their NHS terms of service as set out in Schedule 1 to the Regulations;
- (vi) the practice has been satisfactorily inspected by the Health Board in whose area the practice is situated within the 3

years prior to that in respect of which the allowance is to be paid. In the case of a new practice which opens in the year in which the allowance is to be paid the practice will require to have been satisfactorily inspected by the Health Board in whose area the practice is situated prior to the allowance for that year being paid;

- (vii) the designated contractor has submitted a declaration signed by an accountant stating the proportion that the practice's NHS earnings bore to the total earnings of the practice for the most recent complete practice financial year. The declaration, which must include the designated contractor's status, should be received by the CSA by 28 February in each year or, where a declaration is not received by the CSA by 28 February in any given year, by the last day of the second month in a subsequent quarter in that year; and
- (viii) the designated contractor must be the rent payer or the practice owner, or is a partner in a partnership of dentists which is the rent payer or the practice owner, or is a director of a body corporate which is the rent payer or the practice owner.

(2) Practices which were not in receipt of a payment under this Determination before 31 March 2020, must also have gross NHS earnings which represent at least 60% of the total earnings of the practice, in addition to meeting the conditions in paragraph 1(1).

(3) Practices which were in receipt of a payment under this Determination before 31 March 2020 will be required to meet the conditions in paragraph 1(2) in addition to those in paragraph 1(1) to continue to be eligible for a payment under this Determination if they:

- (a) relocate to different practice premises;
- (b) request that the Health Board review the amount of payment; or
- (c) the practice's payment is ceased under paragraph 4 and they claim again.

### **Amount of Payment**

2.—(1) Reimbursement of rental costs will only be for those parts of the practice premises used for the provision of general dental services and will:

- (a) exclude any areas used for other purposes or unused areas within the practice premises; and
- (b) be adjusted where any part of the practice premises has areas which are communal by the number of users sharing such areas.

(2) For practices where the contractors are leaseholders, or are in a partnership of dentists which is the leaseholder, or are directors of a body corporate which is the leaseholder, the amount of leasehold rental costs to be reimbursed will be, subject to paragraph 2(1), whichever is the lowest amount of either:

(a) the current market rent for the premises; or

(b) the actual lease rent for the premises;

abated by the difference in the amount which the practice's NHS earnings bear to its total earnings in the most recent complete practice financial year prior to that in respect of which the reimbursement is to be paid.

(3) The amount payable under paragraph 2(2) above may include any Value Added Tax (VAT) payable by the contractor if this is properly charged to the contractor by the landlord, where the practice is not VAT registered and where the contractor has provided evidence to the CSA that VAT has been paid). Where the contractor is reimbursed the current market rent the VAT to be reimbursed will not be the full VAT charged by the landlord but will be based on the current market rent to be reimbursed.

(4) For practices where the contractors are owner/occupiers a notional rent will be paid which, subject to paragraph 2(1) and 2(5), is equivalent to the current market rental value of the practice premises, abated by the difference in the amount which the practice's NHS earnings bear to its total earnings in the most recent complete practice financial year prior to that in respect of which the reimbursement is to be paid.

(5) Where NHS capital contributes to the cost of purchasing, building work or refurbishment to the fabric of the building in respect of the practice, on completion of the work, the amount of notional rent payable to a contractor who is an owner/occupier must be abated, in proportion to the level of NHS contribution, as follows:

- (a) determine the current market rent for the practice prior to improvement ( $P_u$ );
- (b) determine the current market rent for the whole of the improved practice ( $P_i$ );
- (c) subtract one from the other ( $P_i - P_u$ ), which will produce the current market rent value of the enhancement ( $I$ );
- (d) determine the amount of the capital provided by the dentist as a proportion of the whole cost of the improvement, expressed as a percentage ( $A$ );
- (e) ( $A$ ) is then to be enhanced by adding 10% of ( $I$ ) to cover normal landlord expenses, which is then applied to ( $I$ ) and the resultant is added to ( $P_u$ ).  $A + 10\%$  must not exceed 100.

- (f) expressed as a formula the post-improvement notional rent is:  
 $I \times (A+10)\% + P_u$ .

(6) The Health Board should review the current market rental value if:

- (a) there is further capital investment in the practice which had the prior approval of the Health Board as being consistent with the Health Board's dental premises strategy; or
- (b) the practice re-locates to new practice premises consistent with the Health Board's dental premises strategy;
- (c) there is a change to the purpose for which any part of the practice is used;

(7) The Health Board should advise the CSA of the outcome of any such review.

(8) A review cannot be undertaken where the only change in circumstances is an increase in the practice's actual lease rent payable.

### **Claim for Payment**

3.—(1) A claim for an allowance under this Determination must be made on a form provided by the Health Board, on which the designated contractor must make a declaration confirming:

- (a) the percentage of the practice's total earnings that was attributable to NHS earnings, as stated on the practice's GP234 form;
- (b) that they are:
  - (i) the rent payer or the practice owner;
  - (ii) a partner in a partnership of dentists which is the rent payer, or the practice owner; or
  - (iii) a director of a body corporate which is the rent payer or the practice owner;

and include a declaration signed by the practice's accountant certifying the portion that the practice's NHS earnings bore to total earnings.

(2) A payment under this Determination will be made to a designated contractor but all of the contractors must meet the conditions outlined at paragraph 1.

(3) Reimbursement of rental costs will be payable in arrears for the first quarter in which the contractors are eligible and will continue at the same rate, subject to any review carried out as outlined at paragraph 2(6).



(4) If requested to do so, the designated contractor must provide proof to the CSA, at their own expense and within 2 months of the request being made, that they are:

- (a) the rent payer or the practice owner,
- (b) a partner in a partnership of dentists which is the rent payer, or the practice owner,
- (c) a director of a body corporate which is the rent payer or the practice owner,

in respect of the practice for which the reimbursement of rental costs is being made.

(5) The contractor will be required to provide proof, if requested by the CSA, of their VAT status in the form of a VAT invoice in relation to paragraph 2(3).

(6) Any declaration required by paragraph 1(1)(g) received by the CSA after 28 February in any given year must be received by the last day of the second month in a quarter in order for reimbursement of practice rental costs to be payable in that, and subsequent, quarters.

(7) The designated contractor for the practice must notify the CSA within one month of any change in circumstances of any of the dentists included in the practice which may affect entitlement to a reimbursement of rental costs.

### **Failure to Meet Conditions**

4.—(1) Where the contractors within a practice fail to meet the conditions set out in paragraph 1 payment under this Determination will cease and a new claim must be submitted once all of the conditions set out in paragraph 1 are satisfied.

(2) The Health Board may waive the ceasing of the payment in any case where it considers that the failure to meet the conditions set out in paragraph 2 was because of exceptional circumstances.

### **Interpretation**

5.—(1) In this determination, unless the context otherwise requires:

"assistant" has the meaning given in regulation 2(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010 but excludes those assistants who are vocational trainees;

"body corporate" means a body corporate carrying on the business of dentistry;

"the CSA" means the Common Services Agency for the Scottish Health Service constituted under Section 10 of the National Health Service (Scotland) Act 1978;

"categories of patients" means:

- (a) exempt patients under paragraph 3 of Schedule 11 of the National Health Service (Scotland) Act 1978, i.e. those patients under 18, those aged 18 in full-time education, those who are pregnant or have borne a child in the previous 12 months;
- (b) fully or partially remitted patients under the National Health Service (Travelling Expenses and Remission of Charges) (Scotland) (No. 2) Regulations 2003, i.e. those who are 18 but not yet 26 years old, those patients and their partners in receipt of income support, income-based jobseekers' allowance, income related employment and support allowance, pension credit guarantee credit, universal credit (where there were no earnings or earnings within the allowed limit), NHS Low Income certificates HC2 and HC3 holders and those patients and their partners entitled to, or named on, a NHS tax credit exemption certificate; and
- (c) fee paying adult patients, ie those patients who do not fall within either category (a) or (b),

“contractor” means a person who has undertaken to provide general dental services and whose name is included in sub-part A of the first part of a dental list;

“current market rent” means the rent as assessed by the valuer appointed by the Scottish Government for the purposes of valuing dental premises for the purposes of reimbursement of rental costs under this Determination;

“dental list” means a dental list prepared by a Health Board in accordance with regulation 4(1) of the National Health Service (General Dental services) (Scotland) Regulations 2010;

“dentist” means a registered dental practitioner whose name is included in either sub-part A of the first part or second part of the dental list;

“designated contractor” means that contractor deemed designated by the practice and recorded by the CSA on the last day of the quarter in which the payment is to be made;

“director” means a director of a body corporate or a member of the body of persons controlling a body corporate;

“financial year” means beginning on 1 April in one year and ending on 31 March in the next year;

"gross earnings" means in relations to reimbursement of practice rental costs the contractor's gross earnings, excluding any remuneration by way of salary as a salaried dentist, from the provision of general dental services under the National Health Service (Scotland) Act 1978, including;

- Item of service payments
- Continuing care and capitation payments (capitation payments from 1

November 2023

- Seniority payments
- Vocational trainers grant
- Continuing professional development allowance
- Remote area allowance
- Clinical audit allowance
- Maternity payments, paternity payments and adoptive leave payments
- Fees for undertaking practice inspections
- Dental Practice Adviser allowance
- NHS Board lead general dental practitioner allowance
- NHS Education for Scotland adviser remuneration
- CPD tutors or directors remuneration
- Dental Reference Officer remuneration;

“NHS earnings”, means the gross earnings, excluding any remuneration by way of salary, of all the dentists within the practice from the provision, or the assistance in the provision, by each dentist in person of general dental services under the NHS (Scotland) Act 1978;

“non-specialist practice” means a practice which does not restrict its services under general dental services to orthodontic care and treatment, oral surgery, sedation, paediatric dentistry, endodontics, prosthodontics or restorative periodontology on referral;

"other specialist practice" means a practice which restrict its services under general dental services and provides only oral surgery, sedation, pediatric dentistry, endodontics, prosthodontics or restorative periodontology on referral;

“a practice” means a single geographical location from which general dental services are provided, this location being the practice address on a Health Board list;

“quarter” means a period of 3 months ending on 30 June, 30 September, 31 December and 31 March;

“the Regulations” means the National Health Service (General Dental Services) (Scotland) Regulations 2010, as amended;

"specialist orthodontic practice" means a practice which restricts its services under general dental services and provides only orthodontic care and treatment on referral;

“total earnings” for the purposes of paragraph 1(1)(g) and 1(2) means the gross income in total of:

- (i) the dentists providing or assisting with the provision of general dental services at the practice;
- (ii) the dentists at head (i) derived from any other activities at the practice (including private dentistry);

- (iii) any other person operating or carrying out activities at the practice;
- (iv) any income from the lease, sub-lease or rental of the premises or part of the premises.

"vocational trainee" means a dentist who is employed as a trainee by a trainer as an assistant in accordance with paragraph 2 of Determination IV;

"year" means the period beginning on 1 April in one year and ending on 31 March in the next year.

(2) In this determination, any reference to a numbered paragraph is to the paragraph bearing that number in this Determination and any reference to a numbered sub-paragraph is to the sub –paragraph bearing that number in that paragraph.

(3) The payments which may be made by the CSA in accordance with this Determination are without prejudice to—

- (a) the power of a Health Board under section 28D (Assistance and support: general dental services) of the National Health Service (Scotland) Act 1978 to provide assistance and support, including financial support, to providers (or prospective providers) of general dental services,
- (b) the ability of a Health Board to offer financial support to providers of general dental services in accordance with the financial support measures set out in NHS: PCA(D)(2020)7 dated 2 April 2020<sup>13</sup> or PCA(D)(2022)3 dated 2 March 2022.<sup>14</sup>

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<sup>13</sup> COVID-19 – Revised Financial Support Measures, PCA(D)(2020)7 published at [https://www.sehd.scot.nhs.uk/pca/PCA2020\(D\)7.pdf](https://www.sehd.scot.nhs.uk/pca/PCA2020(D)7.pdf)

<sup>14</sup> Recovery of NHS Dental Services: Revised Payment Arrangements, PCA(D)(2022)3 published at [https://www.sehd.scot.nhs.uk/pca/PCA2022\(D\)03.pdf](https://www.sehd.scot.nhs.uk/pca/PCA2022(D)03.pdf)

# Statement of Dental Remuneration

## DETERMINATION XVI ENHANCED SKILLS ALLOWANCES

Determination XVI describes the conditions of entitlement for the Continuing Professional Development Allowance; Equipment Allowance; and the Care and Treatment Allowance, which are available to practitioners with enhanced skills in domiciliary care. It explains the amount of these allowances; how to make a claim; and any changes in circumstances which affect entitlement to these allowances.

### Part 1 – Enhanced Skills in Domiciliary Care

#### Continuing Professional Development Allowance

##### Conditions of Entitlement

1. A dentist who, at the request of the Health Board, has undertaken an approved programme of training and mentoring to become an enhanced skills dentist in domiciliary care and who makes a claim to the CSA in accordance with paragraph 3 shall be paid a CPD allowance of an amount ascertained in accordance with paragraph 2.

##### Amount of Allowance

2.—(1) The amount of CPD allowance to be paid where a dentist has satisfied the conditions in paragraph 1 and made a claim in accordance with paragraph 3 for taking part in an approved programme of training and mentoring shall be:

<b>Duration of Educational Time</b>	<b>Amount of Allowance</b>
1 session of 3 1/2 hours	£231.10

(2) Payments under paragraph 2(1) shall not exceed £4,390.90.

(3) The amount of additional CPD allowance to be paid where a remote island dentist has made a claim in accordance with paragraph 3 for attendance at an approved programme of training shall be:

£462.20 for each session of educational time of 3½ hours.

(4) Payments under paragraph 2(3) shall not exceed £6,470.80.

(5) The amount of additional CPD allowance to be paid where a remote mainland dentist has made a claim in accordance with paragraph 3 for attendance at an approved programme of training shall be:

£231.10 for each session of educational time of 3½ hours.

(6) Payments under paragraph 2(5) shall not exceed £3,235.40.

### **Claim for Allowance**

3.—(1) A dentist shall make a claim for CPD allowance to the CSA, on a form supplied by the training organiser for the purpose.

(2) Where the dentist is a remote dentist the claim shall include a declaration:

- (a) that the dentist is a remote dentist; and
- (b) of the number of additional sessions to be claimed.

(3) A claim for an allowance under paragraph 3(1) shall be made within 6 months of completion of the approved postgraduate course.

### **Equipment Allowance**

#### **Conditions of Entitlement**

4.—(1) The CSA shall pay to a dentist who satisfies the conditions specified in paragraph 4(2) an allowance in accordance with paragraph 5.

(2) The conditions referred to in paragraph 4(1) are that:

- (a) the dentist's name is included in sub-part A of the first part of a dental list; and
- (b) the dentist is a domiciliary care dentist.

#### **Amount of Allowance**

5.—(1) Where a dentist becomes eligible by virtue of paragraph 4 for an allowance for the purchase of equipment required for the purposes of providing enhanced in skills domiciliary care, an equipment allowance up to the amount below shall be payable for the first and third year of each four year period in which they are eligible:

<b>Relevant Year</b>	<b>Maximum Amount</b>
1	£800
3	£400

(2) Only one allowance shall be payable to a dentist in a relevant year. The first year in the first four year period will be the year in which the dentist becomes a domiciliary care dentist.

### **Claim for Allowance**

6.—(1) The dentist shall make a claim for the allowance in each relevant year on a form supplied by the Health Board, or a form to like effect, and shall include with the

claim receipts for the equipment purchased for the purposes of providing enhanced skills in domiciliary care.

(2) A claim for an allowance under paragraph 6(1) shall be made within the relevant year. In exceptional circumstances the CSA may at its discretion pay claims received outwith the time limit.

### **Change in Circumstances**

7. The dentist and Health Board shall notify the CSA within one month of any change in circumstances which may affect the dentist's entitlement to an allowance under paragraph 5.

### **Care and Treatment Allowance**

#### **Conditions of Entitlement**

8.—(1) The CSA shall pay to a dentist who satisfies the conditions specified in paragraph 8(2) an allowance in accordance with paragraph 9.

(2) The conditions referred to in paragraph 8(1) are that:

- (a) the dentist's name is included in sub-part A of the first part of a dental list; and
- (b) the dentist is a domiciliary care dentist.

#### **Amount of Allowance**

9.—(1) Where a dentist becomes eligible for a care and treatment allowance by virtue of paragraph 8, a care and treatment allowance shall be payable for the first and each subsequent quarter in which they are eligible and will be calculated as set out in paragraph 9(2).

(2) Where the dentist achieves the number of patients accepted for care and treatment under a capitation arrangement per care home which falls within the minimum set out in column 1 below, the dentist will be entitled to the quarterly payment specified opposite that minimum in column 2.

<b>Column 1</b>	<b>Column 2</b>
<b>Minimum number of patients</b>	<b>Quarterly payment</b>
10	£352.50
20	£423
30	£634.50
40	£846
50	£1,057.50

75	£1,410
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(3) An allowance under paragraph 9(2) shall be payable to a domiciliary care dentist for each care home the dentist has been assigned.

(4) The allowance shall be payable quarterly in the month following the quarter to which the calculation is made.

### **Change in Circumstances**

10. The dentist and Health Board shall notify the CSA within one month of any change in circumstances which may affect their entitlement to an allowance under paragraph 9.

### **Interpretation**

11.—(1) In this Determination, unless the context otherwise requires:

“approved programme of training” means training provided by NHS Education for Scotland;

“approved programme of training and mentoring” means training provided by NHS Education for Scotland and mentoring provided by the Public Dental Service or a designated dentist in the relevant Health Board;

“assigned” has the meaning given by regulation 2(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010;

"CPD" means continuing professional development;

"the CSA" means the Common Services Agency for the Scottish Health Service constituted under Section 10 of the National Health Service (Scotland) Act 1978;

"dental list" means a dental list prepared by a Health Board in accordance with regulation 4(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010;

"dentist" means a registered dental practitioner whose name is included in sub-part A of the first part of the dental list;

“domiciliary care dentist” has the meaning given by regulation 2(1) of the National Health Service (General Dental Services) (Scotland) Regulations 2010;

“enhanced skills in domiciliary care” has the meaning given by regulation 2(1) of the National Health Service (General Dental Services) (Scotland) Regulation 2010;

“quarter” means the period of 3 months ending on 30 June, 30 September, 31 December and 31 March;



"remote dentist" means a dentist who has to travel 90 minutes or more, as determined by the most recent version of Microsoft Auto-Route (using default settings), by car from the address included in respect of him in the dental list to their local postgraduate education resource centre in Scotland;

"year" means the period beginning on 1 April in one year and ending on 31 March in the next year.

(2) Where a question arises as to whether a dentist is a remote dentist this will be determined by the CSA whose decision is final.

(3) In this Determination, a reference to a numbered paragraph is to the paragraph bearing that number in this Determination and a reference to a numbered sub-paragraph is to the sub-paragraph bearing that number in that paragraph.