

## **Proposed Changes to Medical Contract-Holders**

### **1. Commissioner Requirements**

**As soon as** a practice becomes aware that there may be change(s) to its existing contract-holder(s) it should advise its commissioner **in writing**. (This includes cases involving “technical” or “24-hour” retirement.) In the case of contracts held by NHSE&I’s NYH Regional Local Team this notification should be sent by email to: [england.primarycare@nhs.net](mailto:england.primarycare@nhs.net)

In the case of a leaver, the commissioner will consider the effect of the change and hold discussions, if necessary, with the Practice. A contract variation (CV) or contract termination will be issued, by the commissioner, to record the change(s) required as a result of the contract-holder(s) leaving. Before the CV can become effective it needs to have been signed by **all** of the contract-holders, including the leaving Party/Parties, other than in exceptional cases such as the death of a contract-holder.

In the case of a new contract-holder (often a new GP-partner) the practice should confirm that the applicant meets at least one of the eligibility criteria listed within section 86 of the NHS Act 2006 (extract shown below). If required by the commissioner the practice must produce evidence to support eligibility. In the case of a new partner at a **limited liability** partnership (GMS only), the practice should make clear whether each new partner is to have ‘general’ or ‘limited’ status.

The commissioner will consider the application and hold discussions, if necessary, with the Practice. If the application is approved, a CV will be produced to record the change(s) required as a result of the additional contract-holder joining the contract. Before the CV can become effective it needs to have been signed by **all** of the contract-holders, including the new Party/Parties.

If you have any queries about the process please speak with your local contract manager, or send an email to: [england.primarycare@nhs.net](mailto:england.primarycare@nhs.net)

#### **Section 86 of the NHS Act 2006:**

Persons eligible to enter into GMS contracts:

- (1) The Board may, subject to such conditions as may be prescribed, enter into a general medical services contract with—
  - (a) a medical practitioner,
  - (b) two or more individuals practising in partnership where the conditions in subsection (2) are satisfied, or

- (c) a company limited by shares where the conditions in subsection (3) are satisfied.
- (2) The conditions referred to in subsection (1)(b) are that–
  - (a) at least one partner is a medical practitioner, and
  - (b) any partner who is not a medical practitioner is either–
    - (i) an NHS employee,
    - (ii) a section 92 employee, section 107 employee, section 50 employee, section 64 employee, section 17C employee or Article 15B employee,
    - (iii) a health care professional who is engaged in the provision of services under this Act or the National Health Service (Wales) Act 2006 (c. 42), or
    - (iv) an individual falling within section 93(1)(d).
- (3) The conditions referred to in subsection (1)(c) are that–
  - (a) at least one share in the company is both legally and beneficially owned by a medical practitioner, and
  - (b) any share which is not so owned is both legally and beneficially owned by a person referred to in subsection (2)(b).
- (4) Regulations may make provision as to the effect, in relation to a general medical services contract entered into by individuals practising in partnership, of a change in the membership of the partnership.
- (5) In this section–
 

**“health care professional”, “NHS employee”, “section 92 employee”, “section 107 employee”, “section 50 employee”, “section 64 employee”, “section 17C employee” and “Article 15B employee” have the meaning given by section 93.**

## **2. PCSE Requirements**

The processing of all changes to the National Performers List ‘NPL3’ have, since January 2021, moved wholly online and can be accessed via the following link:

[https://secure.pcse.england.nhs.uk/forms/pcsssignin.aspx?ReturnUrl=%2f\\_layouts%2f15%2fAuthenticate.aspx%3fSource%3d%252FHomePortal%252F&Source=%2FHomePortal%2F](https://secure.pcse.england.nhs.uk/forms/pcsssignin.aspx?ReturnUrl=%2f_layouts%2f15%2fAuthenticate.aspx%3fSource%3d%252FHomePortal%252F&Source=%2FHomePortal%2F)

The joining/leaving GP needs to create an account and complete an NPL3 form. Once that has been completed the practice, usually the practice manager, (using a separate account) needs to authorise the NPL3.

When authorising the NPL3 it is **absolutely essential** that the joining/leaving date used is **identical** to the date notified to NHSE&I and which is used on the CV. If the GP has used a different date then you need to reject the NPL3 and ask the GP to complete a new one, using the correct date.

Note that, in the event of a doctor moving from practice A to practice B, 2 separate sets of NPL3 forms & authorisations are required – 1 from each practice.

### **3. CQC Requirements**

Any change in the partners should be notified to the CQC. Further information is available on its website:

<https://www.cqc.org.uk/guidance-providers/registration-notifications/making-changes-partnerships#adding-and-removing-partners>

### **4. Pensions Office**

Once the CV has been signed by **all** Parties, the GP should send a copy to: [nhsbsa.schemeaccess@nhs.net](mailto:nhsbsa.schemeaccess@nhs.net) . That office will send out any further follow-up paperwork which needs to be completed.

### **5. Partnership Agreement**

If your practice operates as a partnership then a change of partners means that any existing partnership agreement, very probably, is no longer valid - with the default position becoming a rather archaic piece of legislation called the Partnership Act 1890. It is unlikely in the extreme that the provisions of the Act will meet the needs of a modern practice.

Whilst there is no formal contractual need for there to be a partnership agreement in place, it is highly recommended. NHS England & NHS Improvement is unable to advise on the content of a partnership agreement, or of particular solicitors with experience in this field. Further advice may be available from your LMC or local network of practice managers.