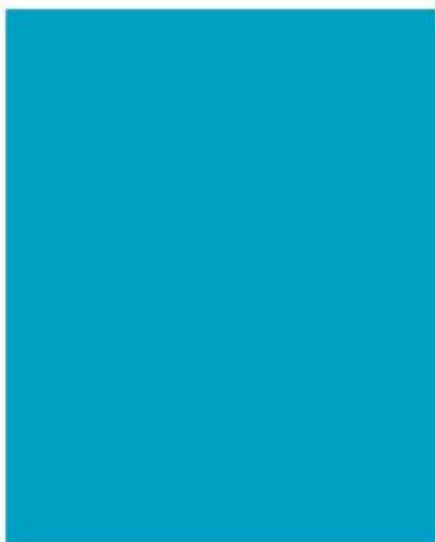


Death of a contractor in
primary medical services



Death of a contractor in primary medical services

Standard operating policies and procedures for primary care

Issue Date: June 2013

Document Number: OPS_1018

Prepared by: Primary Care Commissioning

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 2 of 27

NHS England
 Death of a contractor in primary medical services

Information Reader Box

Directorate	Purpose
Medical	Tools
Nursing	Guidance
Patients & Information	Resources
Finance	Consultations
Operations	
Commissioning Development	
Policy	
Human Resources	

Publications Gateway Reference	00013(s)
Document Purpose	Standard operating policies and procedures for primary care
Document Name	Death of a contractor in primary medical services
Publication Date	June 2013
Target Audience	All NHS England staff
Additional Circulation List	n/a
Description	Death of a contractor in primary medical services
Cross Reference	n/a
Superseded Document	n/a
Action Required	To Note
Timing/Deadlines	n/a
Author	Primary Care Commissioning 1N04, Quarry House LEEDS E-mail: england.primarycareops@nhs.net

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 3 of 27

Document Status

This is a controlled document. Whilst this document may be printed, the electronic version posted on the intranet is the controlled copy. Any printed copies of this document are not controlled.

As a controlled document, this document should not be saved onto local or network drives but should always be accessed from the intranet.

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 4 of 27

Contents

Information reader box

Document status

Contents

Purpose of policy	6
Policy aims and objectives	7
Background	7
Scope of the policy	7
Notification of the death of a contractor – GMS partnership	8
Notification of the death of a contractor – single-handed GMS	10
Notification of the death of a contractor – PMS Agreement with single hander	10
Notification of the death of a contractor – PMS Agreement with more than one signatory	11
Actions to be addressed on termination of contract	12
Annex 1: abbreviations and acronyms	14
Annex 2: Eligibility for primary medical services contracts	17
Annex 3: General conditions relating to all contracts	19
Annex 4: Example acknowledgement letter for notification of death (GMS partnership)	23
Annex 5: Example acknowledgement letter for notification of death (GMS single handed)	24
Annex 6: Example acknowledgement letter for notification of death (PMS Single handed)	25
Version control	26

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 5 of 27

Purpose of policy

- 1 NHS England is responsible for direct commissioning of services beyond the remit of clinical commissioning groups, namely primary care, offender health, military health and specialised services.
- 2 This document forms part of a suite of policies and procedures to support commissioning of primary care. They have been produced by Primary Care Commissioning (PCC) for use by NHS England's area teams (ATs).
- 3 The policies and procedures underpin NHS England's commitment to a single operating model for primary care – a “do once” approach intended to ensure consistency and eliminate duplication of effort in the management of the four primary care contractor groups from 1 April 2013.
- 4 All policies and procedures have been designed to support the principle of proportionality. By applying these policies and procedures, area teams are responding to local issues within a national framework, and our way of working across NHS England is to be proportionate in our actions.
- 5 The development process for the document reflects the principles set out in *Securing excellence in commissioning primary care*¹, including the intention to build on the established good practice of predecessor organisations.
- 6 Primary care professional bodies, representatives of patients and the public and other stakeholders were involved in the production of these documents. NHS England is grateful to all those who gave up their time to read and comment on the drafts.
- 7 The authors and reviewers of these documents were asked to keep the following principles in mind:
 - Wherever possible to enable improvement of primary care
 - To balance consistency and local flexibility
 - Alignment with policy and compliance with legislation
 - Compliance with the Equality Act 2010
 - A realistic balance between attention to detail and practical applicationA reasonable, proportionate and consistent approach across the four primary care contractor groups.
- 8 This suite of documents will be refined in light of feedback from users.

¹ *Securing excellence in commissioning primary care* <http://bit.ly/MJwrfA>

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 6 of 27

- 9 This document should be read in conjunction with

Managing contract breaches, sanctions and termination for primary medical services contracts
Managing contract variations for primary medical care services contracts.

Policy aims and objectives

- 10 The aim of the policy is to provide consistency for NHS England area teams (ATs) when dealing with the death of a contractor, whether they are a General Medical Services (GMS) single-handed contractor or in a partnership. The policy also includes consideration of Personal Medical Services (PMS) agreements and has been developed in line with national legislation and regulations.

Background

- 11 The managing contract variations for primary medical services policy covers the most common changes that occur to primary medical care which require a contract to be varied. However, this policy outlines the procedure to follow when the death of a contract holder occurs. This is a rare occurrence, but there are certain steps to follow within agreed timescales that are laid down in regulations.
- 12 In determining these variations the following guidance, legislation and regulations are considered however ATs should ensure that they review current guidance and regulations and seek appropriate advice and support in line with NHS England protocols if taking action under this policy.
- GMS Regulations
 - PMS Regulations and guidance
 - Alternative Provider Medical Services (APMS) Directions
 - Statement of Financial Entitlements (SFE)
 - EU Procurement legislation
 - NHS Act(s).

Scope of the policy

- 13 The scope of this policy is to outline the procedures set out in regulations to be implemented following the death of a contractor in respect of primary medical services contracts.
- 14 This policy references the processes to be followed in respect of GMS contracts and PMS agreements, and while APMS/Specialist Personal Medical Services (SPMS) are likely to be managed in a similar way to that

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 7 of 27

of a PMS agreement, it is essential that the AT reviews each individual agreement, to ensure what arrangements have been included in the terms.

Notification of the death of a contractor – GMS partnership

- 15 It is a requirement that the surviving partner(s) shall in any event notify the AT in writing as soon as reasonably practicable of the death of their partner.
- 16 Upon receipt of the letter, the AT will contact the remaining partner(s) (by telephone) to discuss continued service delivery options and whether they are able to meet their contractual obligations. The AT should bear in mind the size of the practice and the range of services provided and assess capacity issues.
- 17 It is important to note here that where a contract is with three or more individuals and one of those partners dies, regulations require that the contract only continues with one of the former partners if that partner is:
- Nominated in accordance with the regulations and is
 - A medical practitioner who is eligible to hold a GMS contract (see annexes 2 and 3)
- 18 The contract may then continue and the ATs should issue a letter of acknowledgement, together with the appropriate variation agreement notice. Please see *Managing contract variations policy Section 2*.
- 19 The process the AT may wish to follow, could be:
- NHS England sends an acknowledgement letter (annex 4) and two copies of the contract variation agreement form to be signed by the nominated contract holder.
 - This notice should include the appropriate amendments to the following GMS contracted terms, however, ATs should always ensure that all relevant clauses are amended as this list is not exhaustive and may be subject to later amendments:
 1. Paragraph 12
 2. Paragraphs 460 and 461
 3. Paragraphs 532 to 537
 4. Paragraphs 538 to 542A
 5. Paragraphs 543A to 543C
 6. Paragraph 545
 7. Paragraph 546
 8. Paragraph 574 (unless partnership limited by shares)

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 8 of 27

9. Paragraphs 575 to 576
10. Schedule 1 (Partnership) to replace (Individual)
11. Schedule 2 to include additional partner(s) signature(s)

and the electronically held contract document amended accordingly.

- ATs must refer to the footnotes in the most current standard General Medical Services Contract for the appropriate action to take in respect of the amended terms identified above.
 - Where the ATs have agreed to vary a PMS agreement in these circumstances ATs should ensure that the same terms within their PMS agreements are also amended, though be mindful that the paragraph references may differ from those in the GMS contract.
 - Contractor returns both signed copies of the contract variation agreement form.
 - NHS England shall countersign both copies, one to be returned to the contractor, one to be placed on the AT contract file.
- 20 This policy must be read in conjunction with the policy for *Managing contract variations for primary medical services*.
- 21 In the case of the death of a contractor where there were only two partners, the contract shall continue with the individual who has not died only if that individual is a medical practitioner who meets the conditions in regulation 4².
- 22 Where in either case, the remaining or nominated partner does not meet the criteria as set out in regulations to hold a GMS contract, the AT shall serve notice in writing confirming that NHS England will allow the contract to continue with that individual for a period specified by the AT, not exceeding six months (the **interim** period) provided that he/she employs or engages a general medical practitioner for the interim period for the provision of clinical services under the contract.
- 23 If during the interim period the contractor withdraws from the agreement to employ or engage a general medical practitioner, the AT shall serve notice in writing on the contractor terminating the contract immediately.
- 24 If at the end of the interim period the contractor has not entered into partnership with a general medical practitioner who is not a limited partner, the AT shall serve notice on the contractor terminating the contract immediately.

² GMS contract regulations 2004, schedule 6, part 8 para 106

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 9 of 27

- 25 Where the AT feels that it is necessary to terminate a contract, it shall, whenever it is reasonably practicable to do so, consult the Local Medical Committee (LMC) before the termination takes place. In any case, the LMC should be notified in writing when a contract has been terminated.

Notification of the death of a contractor – single-handed GMS

- 26 Where the GMS contract is with an individual medical practitioner and that practitioner dies, the contract shall terminate at the end of the period of seven days after the date of the contractor's death unless, before the end of that period:
- the AT has agreed in writing with the contractor's personal representatives that the contract should continue for a further period, not exceeding 28 days after the end of the period of seven days; and
 - the contractor's personal representatives have agreed in writing to the AT that they will employ or engage one or more general medical practitioners to assist in the provision of clinical services under the contract throughout the period for which it continues.
- 27 The AT should issue a confirmation letter setting out the timescales of the continuation (annex 5).

Notification of the death of a contractor – PMS agreement with single hander

- 28 Where the PMS agreement is with a single individual and that individual dies, the agreement shall terminate at the end of the period of seven days after the date of the contractor's death unless, before the end of that period, the AT has agreed in writing with the contractor's personal representatives that the agreement should continue for a further period, not exceeding 28 days after the end of the period of seven days.
- 29 The AT should issue a confirmation letter setting out the timescales of the continuation or termination as agreed (annex 6).

Notification of the death of a contractor – PMS agreement with more than one signatory

- 30 The PMS Regulations do not define a process for consideration of any variation to the signatories though individual PMS agreements may have

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 10 of 27

NHS England
Death of a contractor in primary medical services

such provisions. It is essential that the ATs review the individual PMS agreements prior to following any process for variation.

- 31 It would be good practice for any surviving signatory to a PMS agreement to notify the AT in writing as soon as reasonably practicable of the death of their co-signatory.
- 32 Upon receipt of the notification from the surviving agreement holder(s) the AT will need to consider the implications that the death of the signatory will have on the ongoing provision of services under this agreement. If the AT is subsequently satisfied that the remaining signatory i.e. are eligible to hold the contract and agree that the contract is to continue, then they will wish to make the appropriate variation.
- 33 ATs may come across changes to PMS agreements that have been managed by instruments bearing the title of 'Novation' where in fact such an instrument does not amount to a true novation. For the purposes of clarity, novation can be defined as a complete change in the identity of the contracting party or parties on one side of the contract (such that a contract between A and B is replaced by a contract between A and C, where C has stepped into the shoes of B).
- 34 For these purposes, it is very important to note that novation is only appropriate when the contract is transferring from one party to an entirely different party. This results in a brand new contract and as such is subject to the rules of procurement and competition.
- 35 Therefore in these circumstances the deceased contractor should be removed by variation.
- 36 None of the above details affect any rights to terminate the contract which NHS England may have under the terms of the agreement and, as under GMS, the AT should notify the LMC at the earliest possible stage of any intent to terminate an agreement.
- 37 In respect of **APMS** agreements the AT must review the individual contract to establish any specific terms in this respect.

Actions to be addressed on termination of contract

- 38 The AT will need to have considered all options available to them as a commissioning body relating to the termination of a contract/agreement. Please refer to the policy for the Management of breaches, sanctions and terminations in primary medical services Section 7. ATs must have full regard to their obligations in respect of procurement and competition.

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 11 of 27

NHS England
Death of a contractor in primary medical services

- 39 Some of the other key actions and issues to be addressed once the contract has been terminated include:
- Premises: who owns them and what arrangements might NHS England need to enter into to secure them for the interim period of consultation, patient list dispersal or procurement. A next of kin would not have the right for premises reimbursements under the SFE, for example.
 - IT and other NHS owned equipment – the AT will need to make arrangements to retrieve this following the cessation of services.
 - Patients’ rights of choice: NHS England must not simply transfer all of the registered patients to an alternative provider as they should be provided with a detailed list of other local practices that are currently accepting new patients and asked to register with one of them.
 - What steps will be taken in regard to patients who have not registered elsewhere at the end of the interim period or the 28-day period, whichever is applicable, in respect of a sole/single-handed practitioner’s death? It is often the case that the majority will voluntarily seek alternative registration. However, there are usually a number of patients who do not, some of whom may no longer be resident in the UK, or simply moved within the UK and not changed their address details at the practice, and others who have not yet chosen an alternative provider. Some may themselves have died. In these circumstances NHS England must be clear on the process of dispersal or allocation that they will follow in order to avoid the risk of challenge from other local providers and to ensure patients continue to have access to primary medical care services.
 - Management of NHS patient paper records (Lloyd George notes) and any subsequent clinical mail – it is possible that the provider has retained a significant number of patient paper records both in the reception area and often elsewhere in the practice premises, including loft spaces and store cupboards. NHS England must be able to securely retrieve these records and communications, having full regard of data protection and confidentiality in order that these can be distributed accordingly to any new providers or returned to central storage. The contractor (or their representative) is responsible for any non NHS patient or client record, though agreement may be reached with the AT to manage (dispose of) any confidential information on their behalf.

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 12 of 27

NHS England

Death of a contractor in primary medical services

- Prescriptions pads, electronic prescriptions and any uncollected completed prescriptions – these will also need to be retrieved and dealt with accordingly. NHS England may wish to decide on a specified age of a current prescription (such as one month) and make appropriate arrangements for handling these and disposing of any that are older.
- Practice held drugs – these will need to be disposed of but are technically likely to be owned by the contractor whose contract is terminating. NHS England should seek assurances about the safe and effective disposal of such drugs
- The AT should ensure that any other services which may need to be notified of the contractors' death are informed at the earliest opportunity in line with NHS England protocols. This may include Secondary care providers, pharmacies and other allied healthcare professionals.
- ATs may need to establish a postal redirection service in the short term to ensure the appropriate and confidential management of sensitive mail.
- Local health directories and signposting materials will need to be updated to include NHS Choices, local information websites etc.
- The financial side of the practice closure will need to be actioned and the Exeter system and Calculating Quality Reporting Service (CQRS) links terminated.

This list is not exhaustive and there are likely to be other issues that need due consideration under these provisions.

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 13 of 27

Annex 1: abbreviations and acronyms

A&E	accident and emergency
APHO	Association of Public Health Observatories (now known as the Network of Public Health Observatories)
APMS	Alternative Provider Medical Services
AT	area team (of NHS England)
AUR	appliance use reviews
BDA	British Dental Association
BMA	British Medical Association
CCG	clinical commissioning group
CD	controlled drug
CDAO	controlled drug accountable officer
CGST	NHS Clinical Governance Support Team
CIC	community interest company
CMO	chief medical officer
COT	course of treatment
CPAF	community pharmacy assurance framework
CQC	Care Quality Commission
CQRS	Calculating Quality Reporting Service (replacement for QMAS)
DAC	dispensing appliance contractor
Days	calendar days unless working days is specifically stated
DBS	Disclosure and Barring Service
DDA	Disability Discrimination Act
DES	directed enhanced service
DH	Department of Health
EEA	European Economic Area
ePACT	electronic prescribing analysis and costs
ESPLPS	essential small pharmacy local pharmaceutical services
EU	European Union
FHS	family health services
FHS AU	family health services appeals unit
FHSS	family health shared services
FPC	family practitioner committee
FTA	failed to attend
FTT	first-tier tribunal
GDP	general dental practitioner
GDS	General Dental Services
GMC	General Medical Council

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 14 of 27

NHS England
 Death of a contractor in primary medical services

GMS	General Medical Services
GP	general practitioner
GPES	GP Extraction Service
GPhC	General Pharmaceutical Council
GSMP	global sum monthly payment
HR	human resources
HSE	Health and Safety Executive
HWB	health and wellbeing board
IC	NHS Information Centre
IELTS	International English Language Testing System
KPIs	key performance indicators
LA	local authority
LDC	local dental committee
LETB	local education and training board
LIN	local intelligence network
LLP	limited liability partnership
LMC	local medical committee
LOC	local optical committee
LPC	local pharmaceutical committee
LPN	local professional network
LPS	local pharmaceutical services
LRC	local representative committee
MDO	medical defence organisation
MHRA	Medicines and Healthcare Products Regulatory Agency
MIS	management information system
MPIG	minimum practice income guarantee
MUR	medicines use review and prescription intervention services
NACV	negotiated annual contract value
NCAS	National Clinical Assessment Service
NDRI	National Duplicate Registration Initiative
NHAIS	National Health Authority Information System (also known as Exeter)
NHS Act	National Health Service Act 2006
NHS BSA	NHS Business Services Authority
NHS CB	NHS Commissioning Board (NHS England)
NHS CfH	NHS Connecting for Health
NHS DS	NHS Dental Services
NHS LA	NHS Litigation Authority
NMS	new medicine service
NPE	net pensionable earnings
NPSA	National Patient Safety Agency

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 15 of 27

NHS England

Death of a contractor in primary medical services

OJEU	Official Journal of the European Union
OMP	ophthalmic medical practitioner
ONS	Office of National Statistics
OOH	out of hours
PAF	postcode address file
PALS	patient advice and liaison service
PAM	professions allied to medicine
PCC	Primary Care Commissioning
PCT	primary care trust
PDS	personal dental services
PDS NBO	Personal Demographic Service National Back Office
PGD	patient group direction
PHE	Public Health England
PLDP	performers' list decision panel
PMC	primary medical contract
PMS	Personal Medical Services
PNA	pharmaceutical needs assessment
POL	payments online
PPD	prescription pricing division (part of NHS BSA)
PSG	performance screening group
PSNC	Pharmaceutical Services Negotiating Committee
QOF	quality and outcomes framework
RCGP	Royal College of General Practitioners
RO	responsible officer
SEO	social enterprise organisation
SFE	statement of financial entitlements
SI	statutory instrument
SMART	specific, measurable, achievable, realistic, timely
SOA	super output area
SOP	standard operating procedure
SPMS	Specialist Personal Medical Services
SUI	serious untoward incident
UDA	unit of dental activity
UOA	unit of orthodontic activity

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 16 of 27

Annex 2: Eligibility for Primary Medical Services contracts

The information provided in this annex is a summary of the regulatory provisions and ATs should ensure that they refer to the full detail of the regulations or directions when considering eligibility.

1. General Medical Services (GMS) contractors

GMS contracts can be made with:

- A general medical practitioner;
- Two or more individuals practising in partnership;
 - a) At least one partner (who must not be a limited partner) must be a general medical practitioner; and
 - b) Other partners must be individuals from within the 'NHS family'.
- Company limited by shares:
 - a) At least one share must be legally and beneficially owned by a general medical practitioner
 - b) All other shares must be legally and beneficially owned by a general medical practitioner or a person who could enter into a GMS contract as part of a partnership.

In this context, 'NHS family' means:

- Medical practitioners;
- Healthcare professionals;
- GMS providers, or their employees;
- PMS providers, or their employees; or
- Employees of NHS England, NHS trusts or foundation trusts.

It is important to note that 'healthcare professionals' is not restricted to employees of the NHS. It is a broad definition that includes persons registered with the professional bodies set out in legislation (provided that such professionals are engaged in the provision of services under the NHS Act). It can therefore include doctors, nurses, professions allied to medicine (PAMs), pharmacists, dentists, osteopaths, chiropractors and others.

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 17 of 27

NHS England
Death of a contractor in primary medical services

2. Personal Medical Services (PMS) and Specialist Personal Medical Services (SPMS) Contractors

NHS England may make an agreement with a medical practitioner (whether he/she falls within section 28D(1)(b) or another paragraph of section 28D(1)), only if he/she:

- is a general medical practitioner; or
- is employed by a local health board, (in England and Wales and Scotland) an NHS Trust, an NHS foundation trust, (in Scotland) a health board or (in Northern Ireland) a health and social services trust.

NHS England may make an agreement with a qualifying body only if any share or shares in the qualifying body are legally and beneficially owned by a medical practitioner who is:

- a general medical practitioner; or
- a medical practitioner who is employed by a local health board, (in England and Wales and Scotland) an NHS trust, an NHS foundation trust, (in Scotland) a health board or (in Northern Ireland) a health and social services trust.

PMS agreements can be entered into with one or more of the following:

- A medical practitioner;
- A healthcare professional;
- An individual who is a GMS or PMS provider;
- An NHS employee, a GMS employee or a PMS employee;
- NHS England, NHS trusts or foundation trusts;
- A qualifying body (a company limited by shares, all of which are legally and beneficially owned by persons who may enter a PMS agreement as identified above).

It is important to note that, unlike GMS, NHS England may not enter into PMS agreements with partnerships. The PMS agreement is made with the individuals themselves, who may then choose to deliver their contractual obligations by means of a partnership.

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 18 of 27

Annex 3: General condition relating to all contracts

The information provided in this annex is a summary of the regulatory provisions and ATs should ensure that they refer to the full detail of the regulations or directions when considering suitability.

1. It is a condition in the case of a contract to be entered into:

- a) with a medical practitioner, that the medical practitioner;
- b) with two or more individuals practising in partnership, that any individual or the partnership; and
- c) with a company limited by shares, that:
 - i. the company,
 - ii. any person legally and beneficially owning a share in the company, and
 - iii. any director or secretary of the company,

must not fall within paragraph (2).

2. A person falls within this paragraph if :

- a. He/she or it is the subject of a national disqualification;
- b. subject to paragraph (3), he/she or it is disqualified or suspended (other than by an interim suspension order or direction pending an investigation) from practising by any licensing body anywhere in the world;
- c. within the period of five years before the signing of the contract or commencement of the contract, whichever is the earlier, he/she has been dismissed (otherwise than by reason of redundancy) from any employment by a health service body, unless he/she has subsequently been employed by that health service body or another health service body and paragraph (4) applies to him or that dismissal was the subject of a finding of unfair dismissal by any competent tribunal or court;
- d. within the period of five years prior to signing the contract or commencement of the contract, whichever is the earlier, he/she or it has been removed from, or refused admission to, a primary care list by reason of inefficiency, fraud or unsuitability (within the meaning of section 49F(2), (3) and (4) of the NHS Act (2006) respectively unless his/her name has subsequently been included in such a list;
- e. he/she has been convicted in the United Kingdom of murder;

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 19 of 27

NHS England

Death of a contractor in primary medical services

- f. he/she has been convicted in the UK of a criminal offence other than murder, committed on or after 14 December 2001, and has been sentenced to a term of imprisonment of over six months;
- g. subject to paragraph (5) he/she has been convicted elsewhere of an offence:
 - i. which would, if committed in England and Wales, constitute murder, or
 - ii. committed on or after 14 December 2001, which would if committed in England and Wales, constitute a criminal offence other than murder, and been sentenced to a term of imprisonment of over six months;
- h. he/she has been convicted of an offence referred to in Schedule 1 to the Children and Young Persons Act 1933 (offences against children and young persons with respect to which special provisions of this Act apply) or Schedule 1 to the Criminal Procedure (Scotland) Act 1995 (offences against children under the age of 17 years to which special provisions apply) committed on or after 1 March 2004;
- i. he/she or it has:
 - i. been adjudged bankrupt or had sequestration of his/her estate awarded unless (in either case) he/she has been discharged or the bankruptcy order has been annulled,
 - ii. been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986 or schedule 2A to the Insolvency (Northern Ireland) Order 1989 unless that order has ceased to have effect or has been annulled, or
 - iii. made a composition or arrangement with, or granted a trust deed for, his/her or its creditors unless he/she or it has been discharged in respect of it;
- j. an administrator, administrative receiver or receiver is appointed in respect of it;
- k. within the period of five years before signing the contract or commencement of the contract, whichever is the earlier, he/she has been:

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 20 of 27

NHS England

Death of a contractor in primary medical services

- i. removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commissioners or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he/she was responsible or to which he/she was privy, or which he/she by his/her conduct contributed to or facilitated, or
 - ii. removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 (powers of the Court of Session to deal with management of charities) or under section 34 of the Charities and Trustee Investment (Scotland) Act 2005 (powers of Court of Session), from being concerned in the management or control of any body; or
 - i. he/she is subject to a disqualification order under the Company Directors Disqualification Act 1986, the Companies (Northern Ireland) Order 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).
3. A person shall not fall within paragraph (2)(b) where NHS England is satisfied that the disqualification or suspension from practising is imposed by a licensing body outside the United Kingdom and it does not make the person unsuitable to be:
- a) a contractor;
 - b) a partner, in the case of a contract with two or more individuals practising in partnership;
 - c) in the case of a contract with a company limited by shares:
 - i. a person legally and beneficially holding a share in the company, or
 - ii. a director or secretary of the company,
- as the case may be.
4. A person shall not fall within paragraph (2)(g) where NHS England is satisfied that the conviction does not make the person unsuitable to be:
- a) a contractor;
 - b) a partner, in the case of a contract with two or more individuals practising in partnership;

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 21 of 27

NHS England

Death of a contractor in primary medical services

c) in the case of a contract with a company limited by shares:

- i. a person legally and beneficially holding a share in the company, or
- ii. a director or secretary of the company,

as the case may be.

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 22 of 27

NHS England
Death of a contractor in primary medical services

Annex 4: Example acknowledgement letter for notification of death (GMS partnership)

[date]

Dear [name(s) of remaining partners]

Contract Name [contract name]

Thank you for your recent letter informing us of the death of your partner (name here). I would like to express the condolences of the staff in the local area team.

I can confirm that, in accordance with the GMS regulations part 2 and regulations 4 and 5, the AT is satisfied that you meet the conditions to hold a GMS contract and, therefore, the existing contract will continue with you.

I have attached two copies of a variation document which I would be grateful if you could sign and return, after which NHS England will sign and return a copy for you to retain for your records.

Yours sincerely

[name]

[title]

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 23 of 27

NHS England
Death of a contractor in primary medical services

Annex 5: Example acknowledgement letter for notification of death (GMS single handed)

[*date*]

Dear [*name*]

Contract details [Insert name of contract]

Thank you for your recent letter informing us of the death of (name here). I would like to express the condolences of the staff in the local area team.

I can confirm that, in accordance with the GMS regulations clause 107A (schedule 6, part 8) this contract will terminate on the [*date – either seven days after death or 28 days after the end of the seven-day period if agreed*]

I would also confirm the following arrangements for [*cover during this period/collection of the NHS owned equipment*]*delete as appropriate:

Insert any arrangements made in this respect.

Yours sincerely

[*name*]

[*title*]

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 24 of 27

NHS England
Death of a contractor in primary medical services

Annex 6: Example acknowledgement letter for notification of death (PMS single handed)

[date]

Dear [Name]

Contract details [name of contract]

Thank you for your recent letter informing us of the death of (Insert name here). I would like to express the condolences of the staff in the local area team.

I can confirm that, in accordance with the PMS agreements regulations clause 99A (schedule 5, part 8) this contract will terminate on the **[date – either seven days after death or 28 days after the end of the seven-day period if agreed]**

I would also confirm the following arrangements for *[cover during this period/collection of the NHS owned equipment]****delete as appropriate:**

Insert any arrangements made in this respect.

Yours sincerely

[name]

[title]

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 25 of 27

NHS England
 Death of a contractor in primary medical services

Version control tracker

Version Number	Date	Author Title	Status	Comment/Reason for Issue/Approving Body
01.00	March 2013	Primary Care Commissioning	Approved	New document
01.01	June 2013	Primary Care Commissioning	Approved	Reformatted into NHS England standard

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 26 of 27

NHS England
Death of a contractor in primary medical services

© NHS England 2013
First published June 2103
Published in electronic format only.

Document Number: OPS_1018	Issue Date: June 2013	Version Number: 01.01
Status: Approved	Next Review Date: June2014	Page 27 of 27