*Practice Code*

*Date*

The Lead GP

*Practice Name*

*Address*

Dear Doctor *Name*

**Formal agreement to provide financial assistance towards premises running costs and service charges – FIXED TERM / VARIABLE** (delete as appropriate)

1. On *Date* the *Name of Committee* considered your application / reviewed your arrangement (delete as appropriate) for financial assistance towards premises running costs and service charges and approved the arrangements set out in this agreement. This formal agreement supersedes any other current formal agreements for financial assistance towards premises running costs and service charges.
2. Throughout this agreement any reference to financial assistance means financial assistance towards premises running costs and service charges, unless otherwise specified.
3. The Commissioner will provide financial assistance to *Name of GP Contractor* for *Practice Name* with effect from *Date approved* towards premises running costs and service charges starting from *Start Date*. The financial assistance will stop on *End Date* or on the date that the GP Contractor’s existing NHS contract expires or is terminated, whichever comes first.
4. The financial assistance is based on the information supplied to the Commissioner on Date by the GP Contractor and in line with NHS England’s “*Policy for Consideration of Applications from GP Contractors for Financial Assistance towards Premises Running Costs and Service Charges*” (hereinafter referred to as The Policy).
5. The Commissioner will pay financial assistance to the GP Contractor as stipulated in this agreement. This is subject to change in accordance with the conditions below and in line with The Policy. The following financial assistance scheme is offered by the Commissioner and replaces any existing agreement for financial assistance:

Year 1 (from *Start Date* to *End Date*): £ *Amount* per annum (£ *Amount* monthly)

Year 2 (from *Start Date* to *End Date*): £ *Amount* per annum (£ *Amount* monthly)

*Year number*

1. The following conditions apply to this offer of financial assistance:
2. The Commissioner will not pay financial assistance to the GP Contractor if this agreement is not countersigned by the GP Contractor in acceptance of the terms and conditions outlined in this formal agreement and The Policy.
3. If there is any change to NHS legislation or the GP Contractor’s NHS contract, this agreement will need to be reviewed and the GP Contractor will be notified in writing.
4. In order for the Commissioner to undertake an annual reconciliation and review in line with paragraphs 2.2.8 and 2.2.9 of The Policy, the GP Contractor will provide proof of actual premises running costs and services charges paid by the GP Contractor for the practice for each financial year (i.e. April to March). This evidence should be submitted within three (3) months after the year end or after the last payment for financial assistance was received. Where a contract ends, expires or is terminated, this evidence should be provided no later than one (1) month before the last day of the contract, to enable a final reconciliation and costs to be undertaken and agreed.
5. The amount of the financial assistance will never be higher than the actual premises running costs and service charges paid by the GP Contractor. The Commissioner will claw back any amount of financial assistance paid in a financial year that exceeded the total of premises running costs and service charges paid by the GP Contractor in that financial year.
6. Where the Commissioner agreed to fund a percentage or part of the premises running costs and service charges, any financial assistance paid to the GP Contractor exceeding the agreed percentage or part of the premises running costs and service charges actually paid by the GP Contractor will be clawed back.
7. If at any stage the information provided to the Commissioner by the GP contractor is found to be incorrect, the assistance being provided will immediately be reviewed, and if found to be higher than actual, the overpayment will be clawed back over the same period it was made. Equally, if payment is found to be lower than the actual costs, an increase to an insufficient level of assistance will be made accordingly. This is in addition to the year-end reconciliation process.
8. The GP Contractor will inform the Commissioner at any time if there is a change in its circumstances that would affect its continued entitlement to financial assistance towards premises running costs and service charges. This could be a change, for example, in its income and expenditure and/or in its premises running costs and service charges.
9. The GP Contractor will disclose to the Commissioner any other financial assistance or funding, towards premises running costs and/or service charges, it receives from the Commissioner or another NHS body.
10. The financial assistance agreement is subject to annual reviews in line with The Policy, the conditions contained in this agreement and the most recent GP Earnings and Expenses ratios for GP Contractors published by NHS Digital[[1]](#footnote-1). GP Contractors who have been awarded a one off fixed term support package are exempt from an annual review, but annual reconciliations will be done as per paragraph 6.3.
11. The GP Contractor will provide the necessary information for the annual review no later than the end of June following each financial year (April to March) during which the financial assistance was received by the GP Contractor.
12. Where the required information is not available, the GP Contractor is responsible for notifying the Commissioner when this information will be provided. If the Commissioner is unable to reconcile within a financial year, it will accrue any residual value of the relevant year’s financial assistance to enable full reconciliation and/or review in the following financial year.
13. The financial assistance arrangements will be adjusted accordingly, where applicable, following the annual reconciliation and/or review. A new formal agreement will be issued, replacing all previous agreements and all the parties will sign the new agreement.
14. Any clawbacks to be made as a result of overpayment will be made over the same period that the overpayment was made.
15. By accepting payment of financial assistance towards premises running costs and service charges, the GP Contractor accepts the conditions stated in this agreement as well as the requirements in The Policy.
16. Signatures:

For: The Commissioner

By:…………………………………………. (Print Full Name)

Position:……………………………………

Signature:……………………………………

Date of Signature:……………………………

For: The GP Contractor in line with the signatories of the GP contract

By GP1: …………………………………………….. (Print Full Name)

Title………………………………………….….

Organisation:………………………………….

Signature:……………………………………

Date of Signature:……………………………

By GP2: …………………………………………….. (Print Full Name)

Title………………………………………….….

Organisation:………………………………….

Signature:……………………………………

Date of Signature:……………………………

By GP3: …………………………………………….. (Print Full Name)

Title………………………………………….….

Organisation:………………………………….

Signature:……………………………………

Date of Signature:……………………………

By GP4: …………………………………………….. (Print Full Name)

Title………………………………………….….

Organisation:………………………………….

Signature:……………………………………

Date of Signature:……………………………

By GP5: …………………………………………….. (Print Full Name)

Title………………………………………….….

Organisation:………………………………….

Signature:……………………………………

Date of Signature:……………………………

By GP6: …………………………………………….. (Print Full Name)

Title………………………………………….….

Organisation:………………………………….

Signature:……………………………………

Date of Signature:……………………………

By GP7: …………………………………………….. (Print Full Name)

Title………………………………………….….

Organisation:………………………………….

Signature:……………………………………

Date of Signature:……………………………

1. NHS Digital, called HSCIC (Health and Social Care Information Centre) prior to July 2016. [↑](#footnote-ref-1)