

THINGS TO CONSIDER WHEN BECOMING A NEW PARTNER

1. Will the new partner be subject to a probationary period and, if so, for how long? What are the terms of the probationary period? This should be clearly set out in writing.
2. If there is a probationary period, will the core contract be amended to add the name of the joining partner immediately upon the new partner joining the practice, or will the core contract be amended following a successful probationary period?
3. Does the practice have an up to date partnership agreement? A new partner must have sight of and agree to the terms of the partnership agreement prior to joining as a partner. If the practice does not have an up to date partnership agreement then the new partner should insist that the practice puts one in place.
4. Will the new partner join as an equity partner or a fixed fee partner? The partner must agree in advance the share or fee.
5. Will the new partner be expected to acquire an interest in any premises? E.g. is the new partner required to join any lease or buy in to any freehold?
6. Is the practice part of a provider arm organisation and is the new partner expected to personally contribute to any shareholding?
7. What personal equipment is the new partner expected to provide on joining?
8. Any new partner should request a copy of the practice accounts prior to becoming a new partner.
9. Any new partner should enquire as to whether the practice has had any problems with CQC registration or with meeting CQC criteria. E.g. has the practice ever been placed into special measures?
10. Any new partner should establish how many (if any) patient complaints has the practice received in the last 3 years.
11. Any new partner should establish if any breach or remedial notices have ever been issued against the practice.
12. Is the new partner adequately protected within the partnership agreement in terms of any past liabilities the practice may have?
13. Any new partner should establish what type of insurances the practice holds. In particular, do they have employment HR cover?

14. Have there been any grievances or employment tribunal claims, or any other issues arising in terms of practice staff?
15. Does the practice intend to merge with another practice?
16. Any new partner should be made aware of the staff turnover for the last 2 years.
17. Have there been any exceptional costs, and or outstanding debts?
18. Have any of the current partners been suspended or are they subject to any special conditions?
19. Establish the number of sessions and/or hours to work that the new partner shall be expected to cover.
20. Establish the patient list size of the practice.
21. If the contract is to be varied to include the name of the new partner then a formal request should be made to NHSE/CCG by all partners including any new partner. CQC registration should be amended to include the new partner.
22. Are there any branch surgeries?
23. Does the practice hold any other contracts for the delivery of services?
24. Does the practice perform any private work?

All other terms and conditions in respect of a partnership should be reflected in a partnership agreement, which should be checked thoroughly and independently by the new partner.

The above list is a general guideline only and there may be more specific questions that a new partner will need to establish depending on the type and nature of the partnership and its business.