

GP-LINK PROVIDER AGREEMENT

GP-Link (**MetroHealthcare Ltd**) operates a national network of Private General Practitioners in order to provide private GP, diagnostic and medical services to insured individuals pursuant to prepaid medical insurance policies, discount cards or individuals that have purchased access to the GP-Link Network.

This agreement sets out the terms and conditions upon which you (**Provider**), a provider which is registered with the CQC and allows qualified Medical Professionals registered with the General Medical Council to provide private GP services, will join the GP-Link General Practice network in order to provide services in accordance with the terms hereof.

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement the following words and expressions have the following meanings, unless they are inconsistent with the context:

Business Day means a day other than a Saturday or Sunday or public holiday in England, Scotland, Wales and Northern Ireland.

Commencement Date means the date on which the Provider has been given a GP-Link provider number, and is able to provide Private General Practice Services to Relevant Individuals in accordance with the terms of this agreement;

Data Protection Legislation means any and all data protection and privacy legislation in force, including Data Protection Act 1984, Data Protection Act 1998, Telecommunications (Data Protection and Privacy) Regulations 1999, Privacy and Electronic Communications (EC Directive) Regulations 2003;

General Practice Services (GP Services) means providing general medical care to GP-Link approved individuals, diagnose treat and secure general medical health in line with services normally associated with UK General Practitioners and UK medical Health Practices;

Fees mean the fees payable to the Provider for the provision of the General Practitioner Services pursuant to this agreement;

Fee Schedule means the schedule of fees payable by GP-Link, the insurer or other third party subscribers for the provision of GP Services by a Provider applicable from time to time;

Network means the network of Private General Practice service providers operated by GP-Link from time to time;

Non-direct Reimbursement means payment by a Relevant Individual to a provider for Medical or GP Services which has been verified by the Provider via the Portal;

Portal means the GP-Link web portal accessed via the Website;

Relevant Individual means an individual who is entitled to receive General Practice Services by reason of an insurance policy of which they have the benefit or who is a subscriber to the Network;

Term means the period starting on the Commencement Date and ending upon termination of this agreement in accordance with its terms;

Warranties means the representations, warranties and undertakings set out in clause 6.1

Warranty means any one of them;

Website means www.gplink.co.uk.

1.2 In this agreement, a reference to:

- 1.2.1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the date of this agreement and subordinate legislation made under the statutory provision before or after the date of this agreement to include, all statute, statutory provision, subordinate legislation that it amends or re-enacts;
- 1.2.2 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1.2.3 a party means a party to this agreement and includes its assignees and/or the successors in title to substantially the whole of its undertaking and, in the case of an individual, to his estate and personal representatives;
- 1.2.4 to a sub-clause in a clause or to a paragraph in a schedule are to a sub-clause of that clause and a paragraph of that schedule;
- 1.2.5 a clause, paragraph or schedule, unless the context otherwise requires, is a reference to a clause or paragraph of or schedule to this agreement;
- 1.2.6 writing shall include any mode of reproducing words in a legible and non-transitory form;
- 1.2.7 "includes" and "including" shall mean including without limitation;

- 1.2.8 This agreement or provision of this agreement or any document are to this agreement, that provision or that document as in force for the time being and as amended from time to time in accordance with the terms of this agreement or that document or with the agreement of the relevant parties.
- 1.2.9 The contents table and headings in this agreement are for convenience only and do not affect its interpretation.
- 1.2.10 Words importing the singular include the plural and vice versa and words importing a gender include every gender.

2 PROVISION OF SERVICES

2.1 The Provider will provide General Practice services to Relevant Individuals, on the terms of this agreement, as and when requested to do so by any Relevant Individual. The Provider undertakes that to carry out all General Practitioner and medical Services provided to any Relevant Individual in accordance with the highest standards, methods and procedures of clinical good practice and with all due care, skill and attention as would be expected from a skilled, efficient and experienced doctor. All General Practitioners must be registered on the GP Register and hold a current licence to practice.

2.2 The Practitioner is engaged in providing Private General Practice Service to Members of the general public and is willing to provide such services to MetroHealthcare customers, (GP-Link).

Practitioners to provide GP-Link with their appointments availability giving the minimum period allowed of 5 business days' notice.

To ensure all consultations and examinations are strictly within GMC guidelines, also to strictly keep all medical records within both GMC and ICO guidelines.

To inform each GP-Link customer of their right to not have their medical records forwarded to their registered doctor if they so wish.

That the Practitioner is solely responsible for the care of GP-Link's customers and will take expedient action in ensuring their welfare.

In the event that the patient is an insured patient and is referred on to a Specialist, the GP will provide the patient with an open referral detailing sub-specialty required.

2.3 The Provider acknowledges that the Relevant Individuals have a choice as to which member of the Network they wish to use and further acknowledges that GP-Link has no obligation whatsoever to promote the Provider or to otherwise encourage Relevant Individuals to use the services of the Provider.

2.4 The Provider undertakes and agrees that they will not unlawfully discriminate against any Relevant Individual (including, without limitation, by reason of age, colour, creed, national origin, race, sex, and sexual orientation) or refuse to provide general medical practitioner services as a result of any discriminations.

- 2.5 The Provider acknowledges that it is their responsibility to confirm with GP-Link that any Relevant Individual is covered by a medical insurance policy or is otherwise a subscriber to the Network and to validate such Relevant Individual before commencing treatment and providing any GP Services. GP-Link accepts no responsibility or liability whatsoever and howsoever arising in relation to any individual who is not entitled to receive GP Services as part of the Network.
- 2.6 You agree that each Facility shall: provide and keep up to date, a list of all Doctors and Nurses who work at the practice, including valid GMC numbers, valid DBS registration number, proof of up to date medical indemnity insurance, details of their GP Registration and licence to practice. The Provider shall also provide patients with a written treatment plan with a breakdown of costs before treatment commences.
- 2.7 You warrant that the information provided by you to us in your Application is, on the date that you sign this agreement, accurate and correct. You also agree that each Doctor, Nurse and Facility shall at all times continue to comply with the quality and service standards which you have confirmed in your Application.
- 2.8 Information Provision. You agree to notify us immediately of: any change to the information you have provided or confirmed in your Application; any legal or threatened disciplinary action against you or any of the clinicians listed in your application in connection with your profession; any criminal convictions; any dismissal from any employment; and any of the Doctors and nurses listed in your Application leaving the practice. You agree to inform us as soon as possible should you cease to meet any of the quality and service standards which you have confirmed in your Application.

3 FEES

- 3.1 The Fees payable to the Provider in respect of GP Services to Relevant Individuals shall be those set out in the Fee Schedule applicable at the date of provision of such GP Services.
- 3.2 The Provider undertakes that they shall not charge any fees to or require any payment whatsoever or seek to collect any amounts from any Relevant Individual unless.
- 3.3 The Relevant Individual is responsible for payment of any insurance policy excess in which case the Provider shall be entitled to charge the Relevant Individual the amount of such excess.
- 3.4 Or in the case of approved Non-direct Reimbursement where a Relevant Individual is a subscriber to the Network in which case the Provider shall be entitled to charge the Relevant Individual in full for the GP Services rendered; provided that, in no case shall the Provider charge any fees at a level in excess of those set out in the Fee Schedule applicable at the date of provision of such GP Services.

- 3.5 The Provider will submit details of GP Services provided to a Relevant Individual via the Portal as soon as possible following the provision of such services and in any event within four weeks of the date of completion of the provision of the GP Services. No submission will be validated by GP-Link unless the Relevant Individual has counter-signed a statement of the treatment provided and claimed.
- 3.6 The Provider will populate the GP-Link portal with details of any payments received from any Relevant Individual. Under no circumstances shall any Provider seek payment from GP-Link for any amount due from any Relevant Individual including, without limitation, any insurance policy excess.
- 3.7 GP-Link reserves the right to charge a fee to the Provider for continued membership of the Network provided that no such fee shall be rendered unless GP-Link has given to the Provider at least 90 days notice of its intention to charge such fee. In the event that the Provider no longer wishes to remain with the network at the end of the 90 day notice period the facility will be removed.
- 3.8 You agree to provide the services listed in your Application "Services" to Members in accordance with the 20% discount from the charges set out in your Application "Charges" or the fixed GP-Link pricing you agreed on your application. All Charges shall be fully inclusive, including VAT if applicable. You agree that GP services shall only be provided at the named Facilities. New facilities may be added at the request of the Provider subject to meeting all requirements stated herein in relation to governance.
- 3.9 Pre-Authorisation. In the event that a subscriber to GP-Link has a Direct Reimbursement facility, pre-authorisation will be required. In the event that the direct reimbursement claim fails after pre-authorisation, it is the responsibility of the GP Services provider to recover the cost directly from the patient. GP-Link will not mediate in any dispute between patient and Provider.

4 RECORDS

- 4.1 The Provider shall maintain true, complete, accurate and legible records of all GP Services provided to Relevant Individuals in such manner and to such standard as GP-Link may from time to time require or otherwise as is necessary to comply with good standards applicable to a GP practice from time to time. The Provider hereby agrees that they shall allow any employee, representative or adviser of GP-Link (upon reasonable notice and during normal working hours) to inspect and take copies of such records as GP-Link may determine appropriate subject to the necessary consent from the patient.
- 4.2 The Provider hereby undertakes that they shall at all times comply with all applicable laws, regulations, statements, guidance or other statutory or other requirements including, without limitation all Data Protection Legislation.

5 PROVIDER LIST

- 5.1 The Provider agrees that GP-Link will include the Provider's details in its list of approved Providers which will be available to Relevant Individuals. It is the responsibility of the Provider to ensure that all information held by GP-Link is up to date and accurate.

6 WARRANTIES

- 6.1 The Provider represents warrants and undertakes to GP-Link that at the date hereof and during the Term;
- 6.1.1 There is a duly qualified registered General Practitioner with a licence to practice GP services in the United Kingdom with no conditions on their practice whether imposed by the General Medical Council or otherwise and that they will at all times during the Term, at their own expense maintain such registration;
- 6.1.2 All staff employed or engaged by them have all necessary qualifications for the services that they provide are duly registered with the General Medical Council and have at all times complied and will comply during the Term with all associated requirements of such registration;
- 6.1.3 They and all other staff employed or engaged by them, have satisfied and remain able to satisfy an Enhanced Disclosure from the Criminal Records Bureau;
- 6.1.4 They are registered with the Care Quality Commission as is necessary to provide GP Services pursuant to this agreement;
- 6.1.5 They are a member of a United Kingdom recognised dental defence organisation (i.e. Medical Protection Society, Medical Defence Union, Medical and Dental Defence Union of Scotland) or carry insurance giving comparable cover and that they shall, at their own expense, maintain such membership or insurance during the Term;
- 6.1.6 Neither they nor any other staff employed or engaged by them, have at any time been the subject of any actual or threatened legal proceedings in relation to the provision of GP services or otherwise in any medical context or any investigation or disciplinary procedure in respect thereof;

- 6.1.7 They and all nurses and other staff employed or engaged by them, are properly immunised in accordance with all guidelines and advice issued by the Department of Health or other relevant body or organisation, including, without limitation against Hepatitis B and Tuberculosis, and shall maintain all such immunisations during the Term;
- 6.1.8 They shall maintain during the Term all permits, licences, authorisations and approvals in order to provide GP Services as anticipated by and in accordance with the terms of this agreement;
- 6.1.9 All premises and facilities in which Relevant Individuals are treated shall be of a suitable quality and comply with all legal and other regulatory requirements in respect thereof;
- 6.1.10 they, and all staff employed or engaged by them, shall at all times conduct themselves in an ethical and professional manner and shall deliver clinically competent care to all Relevant Individuals.
- 6.2 Each of the Warranties shall be deemed to be repeated on each day during the Term and the Provider shall immediately notify GP-Link if any circumstance exists which is in any way inconsistent with or breaches any of the Warranties.
- 6.3 Each Warranty is to be construed independently and (except where this agreement provides otherwise) is not limited by a provision of this agreement or another Warranty.

7 PROVIDER COVENANTS

- 7.1 The Provider covenants and undertakes to GP-Link that it shall at all times comply with all rules, regulations, policies and procedures that GP-Link may issue in respect of the Network.
- 7.2 The Provider further covenants that during the terms of this agreement and for so long as they are a Provider for the Network they shall not join or otherwise provide services for any other network or organisation which is similar to or in competition with the Network.

INVOICING PROCESS

- 8.1 When treating Non-Insured Members you agree to invoice them (and not the insurer) for the Charges, and to ensure that they are not charged higher rates than the Charges. You agree that invoices submitted to Non-insured Members shall contain an itemised treatment plan, itemised charges and your GP Link provider number.
- 8.2 When treating Insured Members you agree to use best endeavors to process and submit all invoices electronically through GP-Link. If at the time of the commencement of this agreement, you are not enabled to use one of these methods, then you agree to use your best endeavors to bill by electronically through GP-Link within seven days of the
- 8.3 Commencement of this agreement.
- (1) your GP-Link Provider number;
 - (2) the invoice date;
 - (3) the Member's name, membership number and date of birth;
 - (4) the dates of treatment received;
 - (5) the name of the treating doctor
 - (6) the description of the condition being treated;
 - (7) Charge with relevant codes as set out in your application.
- 8.4 Invoices may be returned unpaid should the above information not be provided. Invoices must be submitted within four weeks. Invoices submitted after that date may be rejected. In the event of a failure to invoice in the agreed time, you agree not to contact the Member for payment. You agree to only invoice the payer for Eligible Treatment carried out by you for direct reimbursement policyholders. You agree that you shall not charge or send invoices other than for information only to a Relevant Individual who is a fully insured Member, either directly or indirectly, for any Services which are covered by this agreement and their policy terms and conditions. Before charging a Full Refund to a Member personally for any such service outside of their insurance policy, you must ensure that they have been informed in advance of treatment and advised that the fees for that treatment will not be paid by insurer, and obtained their consent to pay personally. You also agree that any Charges shall also be applied to Members of Non-UK status
- 8.5 For schemes covered by Private Medical Insurance, You shall invoice the insurer directly for the Charges in respect of Services provided to Members of such schemes

9 COMPLAINTS

- 9.1 The Provider shall immediately notify GP-Link if any complaint is made to the Provider by a Relevant Individual whether or not the Provider has actually provided any GP Services to such Relevant Individual.
- 9.2 In the case of any such Complaint the Provider agrees that it shall:
 - 9.2.1 Provide GP-Link with all information that it may request in relation to the Complaint;
 - 9.2.2 Take no action in relation to the Complaint including defending, contesting or settling the Complaint without the prior approval of GP-Link;
 - 9.2.3 At the request of GP-Link, allow GP-Link to have control at its sole discretion when handling Complaints.
 - 9.2.4 You agree that, following a complaint or on request, you will provide us within 28 days of the request with a summary of certain quality and service key performance indicators, KPI relating specifically to Dental Services and shall include the following information: The number of GP-Link members seen, average wait time between referral and appointment for the last 6 months, percentage of clinical notes audited in the last 6 months, percentage of Members who have completed a satisfaction survey in the last 6 months and the number of patient complaints in the last 6 months.

10 TERMINATION

- 10.1 Either party shall be entitled to terminate this agreement by giving to the other no less than 90 days notice in writing at any time after the first anniversary of the commencement of this agreement.
- 10.2.1 GP-Link shall be entitled to terminate this agreement immediately if, the Provider breaches any term of this agreement and, in relation to any breach which is not a repeated or persistent breach and can be remedied, such breach is not remedied within 10 days of notice to do so from GP-Link;
- 10.2.2 There is any breach of any of the Warranties;
- 10.2.3 The Provider seeks to claim any payment whether from GP-Link, a Relevant Individual or otherwise to which they are not entitled;
- 10.2.4 The Provider is refused entry to, be disqualified 10or removed (including contingently removed) or suspended from the GP Register or have conditions imposed by the GMC Fitness to Practice panel;
- 10.2.5 The Provider is convicted of any criminal offence other than an offence under road traffic legislation in the United Kingdom or elsewhere for which a non-custodial sentence is imposed;
- 10.2.6 The Provider is found guilty of any serious professional misconduct by the General Medical Council or other regulatory body;
- 10.2.7 The Provider is found to be unfit to practice medicine by the General Medical Council or any other regulatory body;

- 10.2.8 The Provider is found by GP-Link in their reasonable opinion to have committed an act of gross negligence or gross misconduct;
- 10.2.9 The Provider becomes bankrupt or insolvent or compound to make any arrangement with their creditors;
- 10.2.10 The Provider is found in the reasonable opinion of GP-Link to have acted in a manner likely to injure GP-Link or the Network or in any manner likely to prejudice the reputation or business interests of GP-Link or the Network;
- 10.2.11 The Provider is suspended or erased from the GMC Register;
- 10.2.12 The Provider is found in the reasonable opinion of GP-Link to have acted dishonestly including falsification of documentation and records or the claiming of any Fees for which they are not entitled
- 10.3 Any cessation or termination under clause 9.1 or 9.2 shall be without prejudice to:
 - 10.3.1 The rights, obligations or liabilities of any party which shall have accrued or arisen prior to such cessation or termination;
 - 10.3.2 Any provision of this agreement which is expressed to continue after that cessation.
- 10.4 Upon termination of this agreement the Provider shall immediately cease to provide GP Services to any Relevant Individual and otherwise cease to claim any association with the Network and/or GP-Link.
- 10.5 This agreement shall also terminate if either of us: suffer the appointment of a receiver, administrator or liquidator; enter into a voluntary arrangement with our creditors; or otherwise become insolvent or fail to meet our liabilities as they fall due.
- 10.6 If this agreement is terminated then you shall complete the provision to a Member of any Services already commenced at the date of termination which forms part of an ongoing course of treatment.
- 10.7 In all such cases termination shall be without prejudice to the obligation to pay any net amounts accrued payable by one of us to the other, which shall remain due on the dates provided in this agreement.
- 10.8 For the avoidance of doubt if any of the Facilities are sold to a third party, or any company owning a Facility is sold to a third party, this shall not entitle you to remove any such Facilities from this Agreement.
- 10.9 If any of the information provided by you to us in your Application changes, and such changes is, in our reasonable opinion, material.
- 10.10 We reserve the right to use, in our normal business operation, information collected and stored on our claims-processing database. Such use will be in accordance with the Data Protection Act 1998. You will ensure that you comply with all relevant legislation relating to the confidentiality of information held about Members. In particular, you will ensure that you comply with the Data Protection Act 1998.

11 LIABILITY

- 11.1 The Provider acknowledges the benefits of being a member of the Network and that GP-Link is purely acting as an intermediary for insurers and/or Relevant Individuals. Accordingly the Provider accepts that GP-Link shall have no liability whatsoever and howsoever arising to the Provider, including without limitation, for any non-payment of any fees by a Relevant Individual or insurance company save that GP-Link shall pay to the Provider any fees for GP Services provided which have been correctly incurred and claimed in accordance with this agreement and which have been received by GP-Link as intermediary from any third party insurance company.
- 11.2 Save as expressly set out in this agreement GP-Link gives no warranties, representations, covenants and undertakings and all such obligations whether express or implied are hereby excluded to the fullest extent permitted by law. Nothing in this clause shall exclude liability for fraud or personal injury.

12 CONFIDENTIALITY

- 12.1 The Provider shall keep confidential all information relating to GP-Link and the Network and their operations and activities and shall under no circumstances divulge such information, including, without limitation, Fee levels, to any person.
- 12.2 This requirement and obligation exists and continues both during the Term and shall survive the termination of this agreement for any reason.
- 12.3 The Provider acknowledges and agrees that each Relevant Individual's health data and medical information is private and confidential, and further agrees that it will not use or disclose any such health data, nor permit its directors, officers, employees, physicians and health care personal employed by or associated with the Provider to use or disclose such health data to any third party or to Provider's personnel, except as may be required by law or as necessary to provide the agreed services or perform Provider's obligations under this agreement. The Provider agrees that it will implement, use and maintain appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of health data and prevent its unauthorised use or disclosure; and that it will comply with all applicable law concerning the privacy of such information.

13 VARIATION

GP-Link shall be entitled to vary the terms of this agreement, the Fee Schedule or any other document associated with the Provider's membership of the Network provided that they have given the Provider at least 30 days notice of such variation or amendment.

14 ANNOUNCEMENTS

The Provider shall not make or send a public announcement, communication or otherwise publicise their membership of the Network other than by way of standard GP-Link promotional material or unless they have GP-Link's prior written consent.

15 GENERAL

- 15.1 The failure to exercise or delay in exercising a right or remedy provided by this agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 15.2 GP-Link rights and remedies contained in this agreement are cumulative and not exclusive of rights or remedies provided by law.
- 15.3 Each date, time or period referred to in this agreement is of the essence. If the parties agree in writing to vary a date, time or period, the varied date, time or period is of the essence.
- 15.4 Each provision of this agreement is severable and distinct from the others and, if any provision is or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason, it shall to that extent or in those circumstances be deemed not to form part of this agreement but (except to that extent or in those circumstances in the case of that provision) the validity, legality and enforceability of that and all other provisions of this agreement shall not be affected or impaired and shall remain valid and enforceable.
- 15.5 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

16 ASSIGNMENT

- 15.1 The Provider may not assign or transfer or purport to assign or transfer a right or obligation under this agreement but GP-Link shall be entitled to assign or transfer any right or obligation at its discretion.
- 15.2 This agreement shall be binding on and shall for the benefit of each party's successors and personal representatives (as the case may be).

17 NOTICES

- 17.1 A notice or other communication under or in connection with this agreement shall be in writing and shall be displayed on the Website or delivered personally or sent by first class post pre-paid recorded delivery (or air mail if overseas) or by fax, to the party due to receive the notice or communication, in the case of GP-Link to its contact address as shown on the Website and in the case of the Provider to their address as has been notified to GP-Link from time to time.

- 17.2 In the absence of evidence of earlier receipt, a notice or other communication under or in connection with this agreement is deemed given:
- i. If displayed on the Website, at the point that it becomes generally visible to the Provider or the providers under the Network;
 - ii. If delivered personally, when left at the address referred to in clause 16.1;
 - iii. If sent by mail, at 9 a.m. on the second Business Day or tenth Business Day if overseas, after the date of posting;
 - iv. If sent by fax, on completion of its transmission.

18 GOVERNING LAW AND JURISDICTION

- 18.1 This agreement is governed by, and shall be construed in accordance with English law.
- 18.2 The courts of England have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this agreement (including non-contractual disputes and claims) and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.
- 18.3 Each party irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this agreement (including non-contractual disputes and claims) and agrees not to claim that the courts of England are not a convenient or appropriate forum.

19 COUNTERPARTS

This agreement may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

20 ENTIRE AGREEMENT

This agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, negotiations and discussions between the parties hereto relating thereto.

21 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 21.1 Nothing in this agreement shall confer any benefit on a person who is not an original contracting party to it and the Buyer and the Seller agree that none of the terms and conditions of this agreement shall be enforceable by any person who is not a party to it.
- 22.2 For the avoidance of doubt, the Buyer and the Seller may by agreement rescind or vary this agreement without the consent of any other person.

We hereby accept the terms of this agreement:

Authorised Signatory for and on behalf of

Name of signatory:

On behalf of:

Date

Authorised Signatory for and on behalf of GP-Link

Signature: 

Name of signatory: Joanne Mellor

Job Title: Marketing Director

On behalf of GP-Link

Date: