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### Northern Health Limited

And

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# AGREEMENT FOR THE PROVISION OF SERVICES

### SERVICE AGREEMENT

DATED: 28/11/2018

 The "Company":
 Northern Health Limited

 Regus-129, Building 3, City West Office Park,

 Gelderd Road, Leeds LS12 6LN

 Companies house registration no 09923723

And The "Provider":



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## **CONTRACT 2018/19**

### **BACKGROUND:**

The Company has engaged the Provider to provide medical services on the terms of this Agreement:

IT IS HEREBY AGREED as follows:

#### 1. DEFINITIONS

1.1 In this Agreement:

"Services" means the services specified in clause 2.

"Term" means the period of this Agreement specified in clause 0.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

- 1.2 The clause headings are for the convenience of the parties only and shall not affect its interpretation in any way.
- 1.3 Reference to any gender includes a reference to the masculine, the feminine and the neuter.
- 1.4 Use of singular shall include the plural and vice versa.
- 1.5 Reference to a clause or Schedule is to a clause of, or schedule to this Agreement.

#### 2. SERVICES

The Company engages the Provider and the Provider shall provide his professional services as a Medical Doctor to the Company. The Services will be provided at Midyorks NHS Trust (or at such other venue as the Company may require) (the "Premises") as reasonably required from time to time upon the terms and conditions set out in this Agreement.



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#### DURATION OF AGREEMENT

This Agreement shall commence with effect from 9th April 2018 on an ongoing basis and will continue until terminated by either party in accordance with the terms of this Agreement.

- 2.1 A new agreement may be entered into with agreement of both parties.
- 2.2 This Agreement may be terminated by either party on giving 60 days' written notice.
- 2.3 This Agreement may be terminated by either party immediately if the Company enters into liquidation (whether compulsorily or voluntarily) or the Provider becomes bankrupt or compounds with his creditors or suffers any similar action in consequence of debt.
- 2.4 The Company may by notice in writing immediately terminate this Agreement if:
  - (a) The Provider is guilty of any gross misconduct affecting the business of the Company;
  - (b) The Provider is in the reasonable opinion of the Company negligent or incompetent in the performance of the Services;
  - (C) The Provider is in breach of any of the terms of this Agreement which in the case of a breach capable of remedy is not remedied by the Provider within 7 days of receipt by the Provider of a notice from the Company specifying the breach and requiring its remedy;
  - (d) The Provider becomes of unsound mind or commits any act that may bring the Company in to disrepute;
  - While he is a patient within the meaning of the Mental Health Acts an order shall (e) be made in respect of his property under those Acts or any statutory modification or re-enactment thereof:
  - (f) The Provider is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non custodial penalty is imposed); or
  - The Provider ceasing to have any licence or other permission required to be given (g) by any supervisory or regulatory body in order for the Provider to be able to continue provide the Services.



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#### 2.5 THE PROVIDER'S OBLIGATIONS

- 4.1 The Parties agree that the Provider is an independent contractor providing his services and being in business on his own account. The Provider is not entitled to make any claim in respect of statutory sick pay, holiday pay, pension payments or any other sums or entitlements save as expressly provided for under the Agreement.
- 4.2 The Provider will be responsible for the provision and maintenance of his own equipment save that which the Company will provide.
- 4.3 During the Term the Provider will provide the Services as set out in Schedule A (Service Level and Payments) hereto and such other hours that the Company and the Provider may agree from time to time. The Provider commits to the delivery times and any resources allocated or specified throughout the Term and time shall be of the essence unless otherwise agreed in writing in advance with a Director of the Company.
- 4.4 The Provider shall perform the services with the professional care and skill to be expected of a qualified person pursuing the profession of a Medical Doctor and to the best of his ability. The Company will not control how the services are performed but the provider is expected to perform the services to a satisfactory standard without supervision. The Provider's performance will be subject to review periodically.

The Provider certifies that he is qualified to provide the Services to a level acceptable to the General Medical Council and will provide evidence of such qualification as determined by and to the Company at the date of this Agreement and at the request of the Company at any time during the Term. The Provider would undertake regular yearly appraisal/revalidation and provide the company a copy if requested . He would let the Company know if any significant concerns are raised in this process.

4.5 The Provider shall have personal liability for any loss, liability or costs (including reasonable legal costs) incurred by the Company in connection with the provision of the Services. Accordingly the Provider has and will maintain in force full and comprehensive professional indemnity insurance for Out of hours work specifically for the sum of ten million pounds (£ 10,000,000) to cover the services performed pursuant to this Agreement and shall on request provide such evidence as the Company may require from time to time of such insurance. The Provider must provide evidence of such insurance to the satisfaction of the Company at the date of this Agreement and, upon the request (from time to time) of the Company, provide a copy of his current insurance policy and evidence that the premiums have been paid. The Provider shall indemnify and keep indemnified



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the Company against all losses, claims, actions, cost and fines incurred if the Provider is in breach of this clause.

- 4.6 Without prejudice to the requirements set out in clause 4.5 if the Company has reason to believe that the Provider is or may be in breach of that clause (whether by having no, or an insufficient level of cover or for any other reason) it may arrange such amount of cover for Professional Indemnity Insurance as it feels is appropriate in all the circumstances and will deduct the premiums for that cover from the amounts due to the Provider under this Agreement or (if no such sums are then payable) may recover the same as a debt due from the Provider.
- 4.7 If, due to illness, injury or incapacity or for any other reason the Provider shall be unable to provide the Services for any period for which the Provider had previously agreed to provide the Services no payment in respect of such period shall be payable to the Provider.
- 4.8 If the Provider is for any reason unable to provide or is prevented from providing or in the Company's reasonable opinion is likely to be unable to provide or be prevented from providing the Services within the period of 3 months from the date the Provider last provided the Services for any reason, the Company may terminate this Agreement by notice in writing with immediate effect.
- 4.9 (a) The Provider agrees that in the course of performing the Services under this Agreement, the Provider may be granted access by the Company to certain materials which are protected by copyright, trade secrets, design rights, know-how and data-base

rights or other intellectual property rights The Provider agrees that any such materials shall remain the exclusive property of the Company.

(b) The Provider acknowledges and agrees that any Intellectual Property Rights relating to anything designed or created by the Provider to meet the specific needs of the Company in or whilst delivering the Services (including but not limited to title or ownership rights) shall at all times and for all purposes belong to or vest in the Company.

(c) The Company acknowledges that Intellectual Property Rights created or provided by the Provider other than anything designed created or produced to meet the specific needs of the Company (either during or prior to delivering the Services) including but not limited to any title or ownership rights will at all times and for all purposes remain vested in the Provider.



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(d) Notwithstanding the other provisions of this Agreement, the Provider shall indemnify the Company from and against all costs and expenses (including legal costs claims damages demands and liabilities) suffered or incurred by it if any third party rights are breached or infringed in respect of any software or other matter or thing (whether tangible or intangible) to be created or supplied under or in connection with this Agreement.

4.10 (a) The Provider shall, and shall ensure that he and his employees (if any) shall, abide by all lawful instructions given to him by the Company.

(b) The Provider undertakes, and shall ensure that his employees (if any) shall, abide by all policies of the Company while carrying out the Services at the premises. Copies of these policies are available on request and the Provider acknowledges that he has been offered these policies and therefore has knowledge of their contents and the matters covered. Any results communicated to you are confidential and you will not disclose the same to anyone except the candidate or their professional advisers. Similarly, any confidential information obtained by Northern Health during any professional relationship with clients, partners etc. - including intellectual property - will remain confidential.

(c) The Provider shall fully indemnify the Company for and against any claims brought by one of his employees (if any) or (where permitted) sub contractors which in any way alleges or suggests any breach or potential breach by the Company of Health and Safety legislation or any of the Company's policies. Provided that this indemnity shall not extend to any case where the Company is found by a court of competent jurisdiction to have actually been criminally in breach of the Health and Safety legislation unless that breach is itself caused by the Provider or his employees (if any) or (where permitted) sub contractors.

(d) The Provider agrees that he has been provided with all necessary and relevant accommodation, access, storage, and facilities in respect of the Services to allow him to, and that he will at all times, comply with all relevant Health and Safety Legislation (which for the purposes of this Agreement includes without limitation the Health and Safety etc Act 1974 and all regulations made under it and guidance issued by the Health and Safety executive in respect thereof). The Provider will keep the Company fully and effectively indemnified in respect of any breach of the Health and Safety Legislation.

(e) The Provider shall comply at all time with the GMCs' ethics and guidelines



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(f) The Provider will be responsible for his own WTR & nwill give details of any other organization that you work for as an employee or self-employed and the number of hours that you are contracted to work for them. It is the Providers duty to update this form and to ensure that the information that the Company holds is up to date

- 4.11 The Provider shall produce to the Company at the commencement of this Agreement (and production of this is a condition precedent to the Agreement coming into force) a certificate of the results of an enhanced check at the Disclosure and Barring Service (DBS) as part of the Rehabilitation of Offenders decleration. The Company reserves the right not to accept this Agreement if the DBS check reveals any previously undeclared entries. The Provider shall produce a renewed check prior to the third anniversary of the commencement of this Agreement and at each subsequent third anniversary.
- 4.12 It is the responsibility of the Provider and his employees (if any) to ensure that anyone carrying out the Services has not worked excessive hours that could prejudice the standards of service. In accordance with the Working Time Regulations 1998 it is the responsibility of the Provider to keep records of hours worked for each such person.

4.14 The Provider shall:

(a) comply with all applicable laws, regulations, codes and sanctions relating to antibribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

(d) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act



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2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;

(e) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Provider in connection with the performance of this agreement;

(f) within 6 months of the date of this agreement, and annually thereafter, certify to the Company in writing signed, compliance with this clause 4.14 The Provider shall provide such supporting evidence of compliance as the Company may reasonably request.

#### 3. OTHER ACTIVITIES

Nothing in this Agreement shall prevent the Provider from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Term provided that such activity does not cause a breach of any of the Provider's obligations under this Agreement or of the Companies obligations under its agreement with the body or company commissioning the Company's services and which has led to this agreement. Further the Provider is obliged to give details of other work undertaken in accordance with Clause 4.6 (f) and Schedule B

Members, as self-employed persons, determine their working hours through accepting or refusing assignments offered. Members are individually responsible for ensuring their chosen working hours (including all work other than through Northern Health are compatible with their own health and safety at work and that of patients, clients and colleagues. As self-employed persons, Members have a personal responsibility to regard health and safety polices and fully co-operate with those in charge of the workplace. Members are required to assess for any risks in the workplace and maintain a safe environment both for themselves, other staff and Clients. Often, this will involve working to established health and safety practices, but private householders are unlikely to have such a detailed knowledge, so particular care is required when providing home care services. Members are also requested to report any communicable diseases to the Branch Manager, even following termination of contract. This enables Northern Health to fulfill the obligation under RIDDOR (reporting of Injuries, Diseases and Dangerous Occurrences

Regulations, 1995) to protect both Client and staff health and safety, whilst maintaining optimum confidentiality to all Members.

In compliance with the implementation of the Working Time Regulations, Northern Health recommends that working time (including any time that you personally provide your services to anyone else) should not exceed 48 hours per week (average over a period of 17 weeks).



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However, should you wish to to waive this right, please indicate this preference by ticking Yes/No in the registration form. Members can withdraw the option to work in excess of 48 hours per week at any time by providing 3 months written notice to their local New Linc Limited. Working Time shall include only the period of attendance at each individual assignment through Northern Health. It shall not include travelling time unless specifically agreed in advance by the Northern Health Manager.

All members should be provided with the opportunity to take 20 minutes unpaid break during assignments of 6 hours duration or more. It is the responsibility of the Member to ensure this is taken in the course of work. Members are entitled to take 11 hours of consecutive rest per day. In circumstances in which flexible practice is required such as home care, sleepovers, hospitals, residential homes, prisons. etc., and there is no opportunity to take rest breaks, this is permitted providing an equivalent break or compensatory rest period is agreed at the convenience of the Member and Client. However, where an agreement has been reached by collective means within the established workforce,

#### **PAYMENT FOR SERVICES**

The Company shall pay to the Provider a fee calculated in accordance with the Schedule A attached hereto payable monthly in arrears. The Company will issue a self-billing invoice in accordance with the time sheets submitted.. Payment will usually be made by the 28<sup>th</sup> day of the following month.

#### 4. **STATUS**

- 4.1 The relationship of the Provider to the Company will be that of independent contractor and nothing in this Agreement shall render him an employee, worker, agent or partner of the Company and the Provider shall not hold himself out as such.
- 4.2 The Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly, the Provider shall be fully responsible for and shall indemnify the Company for and in respect of any tax (excluding VAT) and National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim (including any costs, expenses, penalties, fines or interest incurred as a result of any such liability assessment or claim) arising from or made in connection



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with the engagement of the Provider and/or the performance by the Provider of the Services.

- 4.3 Members are self-employed in all cases. Members may be deemed employees for the purpose of PAYE and Class One National Insurance Contributions only In appropriate cases, PAYE tax deductions will be made from Members' fees and National Insurance Contributions will be collected by Northern Health. Because Members' "contracts" exist only for the period of each duty, Northern Health does not usually pay statutory sick pay. Members should make enquiries to their local DSS office with regard to sickness benefit. Members who are under Umbrella Companies and Limited Companies are not eligible for holiday pay or benefits from Northern Health due to that there are no PAYE deductions, Class one and two National Insurance Contributions.
- 4.4 The Company may at its option satisfy such indemnity (in whole or in part) by way of deduction from the fees payable to the Provider under this Agreement.

#### 5. **EXPENSES**

Unless otherwise agreed in writing prior to incurring the expense the Provider shall be responsible for all expenses incurred by him in relation to the provision of services.

#### 6. **CONFIDENTIAL INFORMATION AND DATA PROTECTION**

6.1 By registering with Northern Health and accepting the terms and conditions, you are agreeing to receive general contact from Northern Health. This includes information such as your booking confirmations, appointment reminders and contact relating to your treatment support. This does not include unrelated spam or marketing. You can select your preferred means of contact and type of communication you receive from in writing to admin@northern-health.com For information or support on how to do this please contact

The Provider acknowledges that in the course of providing the Services he may be exposed to confidential information about The Commissioners and the Company's business which may not readily be available to others engaged in a similar business to that of The Commissioners or the Company. The Provider will not (except in the proper course of the provision of the Services) at any time before or after the termination of this Agreement (whatever the reason for termination) make use of or divulge to any third party any confidential information the Company, its business or its clients save for the



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benefit of the Company under this Agreement. This restriction shall cease to apply to information coming into the public domain other than through a breach of obligation by the Provider or as required by law.

- 6.2 Except in the proper course of the provision of the Services the Provider shall also use his best endeavours to prevent the publication, disclosure or use of any such information.
- 6.3 The Provider shall not, (without the prior written consent of the Company) either during the continuance of the Agreement or thereafter, make any public statement about the
- 6.4 Company, any person he treats, or the patients of The Commissioners which is detrimental or prejudicial to their respective businesses or reputations.
- 6.5 If for any reason the Provider is required to or does process any personal data, the Provider agrees to comply with the Data Protection Act 1998 (the "DP Act") and to observe the Data Protection Principles. As such the Provider will process personal data on behalf of the Company, including any Sensitive Personal Data, acting only on the instructions of the Company and solely for the purposes of this Agreement and not otherwise. The Provider will maintain all necessary technical, Organisational and security measures to allow the personal data to be lawfully processed and to allow the Company access at reasonable times to inspect and audit the systems and procedures the Provider has in place to comply with the DP Act. All words in this clause 6.5 and clause 6.6 that are defined in the DP Act have the same meaning in this sub-clause.
- 6.6 The Provider consents to the Company holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any Sensitive Personal Data relating to the Provider.

#### 7. **MISCELLANEOUS**

- 7.1 This Agreement sets out the entire agreement and understanding between the parties in connection with the provision of the Services and supersedes all prior agreements and understandings relating to its subject matter.
- 7.2 If at any time any term or provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.



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7.3 The Provider shall not assume create or incur any liability or obligation on behalf of the Company (and acknowledges that he has no right to do so) save as specifically authorised in writing by the Company.

None of the parties to the Agreement is the partner of any other and nothing in the Agreement shall render the Provider an employee or partner of the Company and at no time shall the Provider hold himself out as an employee or partner of the Company.

- 7.4 The Company may exercise full right to set off against any sums due by or to it against any sums due by or to the Provider under this or any other contract between the parties.
- 7.5 The Provider shall not assign or subcontract his obligations under this Agreement without the prior written consent of the Company
- 7.6 The Company and duly appointed agents or representatives shall have the right on giving reasonable notice to the Provider to inspect the Provider's premises, books, records and other material and to interview the Provider's staff (if any) in respect of the Provider's provision of the Services under this Agreement.
- 7.7 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 7.8 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.
- 7.9 Any notice required or authorised to be given by either party under this Agreement to the other party shall be in writing and shall be sent by pre-paid registered or recorded delivery post or by telex, electronic mail or facsimile transmission to the other party at the address stated in this Agreement or such other address as may be specified by the parties by notice to the other from time to time.
- 7.10 A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 7.11 This Agreement shall be governed and construed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.



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### **Service Level and Payment**

### **Service Level**

Northern Health makes every effort to find Members work in the Healthcare but will make no guarantee that we shall always be able to do this. work assignments are made in accordance with the terms of this Agreement and the terms of Business (copies of which are available upon request) Members must keep any appointments or arrangements that are made for them. Members who are unable to report for duty for any reason whatsoever must telephone the office or on call phone so that every effort can be made to find a replacemen.t under no circumstances may any person who is not a Member of Northern Health be a replacement in this situation.

The Provider is agreeing to perform General Practitioner duties during the Out of Hours period and agrees to the following:

Where there are calls available to be undertaken the Provider will utilise a minimum of 90% of their time in patient activity.

### 1.0 <u>Professional Standards</u>

- 1.1 Duty doctors will arrive at their allocated base for the start of shift on time.
- 1.2 Members of Northern Health must at all times maintain the highest professional standards and comply with Northern Health's policies and procedures. Members are also required to adhere to the policies, procedures and requirements of the client and workplace and comply with the codes of conduct of any professional organisation to which they belong.
- 1.2 Duty doctors will give at least 72 hours notice if they need to cancel a shift, where reasonable.
- 1.3 Duty doctors have to meet the needs of patients requiring out of hours care should it be required through telephone advice and face to face consultations. Their needs are met by the provision of appropriate, timely and high quality care. This is defined in this Guidance and the Contract of Services. These reflect clinical governance requirements and guidelines dictating good practice and evidence-based care, draw on and are in addition to responsibilities defined by the General Medical Council (*Good Medical Practice*), and by the Department of Health.



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- 1.4 In event of a complaint or significant event, you would be expected to follow and operate with local complaints & significant event Procedures.
- 1.5 Demonstrate sensitivity towards patients; integrity; understanding of and respect for confidentiality and security of documentation and maintain proper standards of appearance and demeanour.
- 1.6 The duty doctor must share with Northern Health, at the first available opportunity, the details of any issue, which may have an effect upon their registration or limit their practice. This includes, for example, correspondence with the General Medical Council; or other bodies such as their National Performers Lists. Failure to do so creates a breach of contract.
- 1.7 The duty doctor will be provided with a list of training that is compulsory for the duty doctor to do. The Company require evidence that the training has been completed and these documents will be sent to third parties for securing employment and audit purposes.

The modules required are listed below:

1.8 The doctor would keep his/her compliance file & resuscitation training up to date and provide copies of the documents when requested. If no ALS provided, Doctor should aim to undertake ALS (advanced life support) or suitable equivelent training ASAP if he/she doesn't hold a valid ALS certificate at present.

#### 2.0 <u>Cancellation Policy</u>

5.1 As a Doctor, the Provider has responsibilities defined in Good Medical Practice:

# • "You must take up any post, including a locum post, you have formally accepted, unless the employer has adequate time to make other arrangements." (Paragraph 41)

5.2 If the Provider does need to cancel a session the Provider will give the Company a minimum of **72 hours' notice**. If the Provider cancels with less than 72 hours' notice the Company will check its availability list. If no one is available to cover the shift then the Admin Team has the right to decline the cancellation as it may place too much clinical risk onto the service. If the Provider does not attend to complete the booked session the Local Medical Advisor will contact the Provider.



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#### 3.0 **Availability Procedure**

6.1 It is important that the Admin Team receives the Provider's availability 10 weeks prior to the start of the month; this is to allow time for accurate planning. If the Provider does not return details of availability by these deadline dates then the Company does not have to provide any sessions.

6.2 If the Provider's circumstances change after availability has been notified to the Company, the Provider is under a duty (see passage from Good Medical Practice referred to above) to contact the Company's Resources Team as soon as reasonably practicable

#### 4.0 Unavailability exceeding 7 days Policy

7.1 If the Provider will be unavailable for any period longer than one week, the Provider must inform the Admin Team at least two weeks prior to the date on which this unavailability is due to begin to allow enough time to enable effective planning.

#### 5.0 **Sickness Policy**

The Provider must give prompt and adequate notification of illness to enable effective 8.1 planning of operations. The Provider should inform The Site Clinical Coordinator and one of the Company's Director (07743562194/07545581786) at least 4 hour before the commencement of the affected shift. If the sickness absence continues for more than one day then the Provider should follow the same process for reporting absence.

8.2 Persistent short term sickness absence has an impact both on colleagues and clients, affecting costs and service delivery and will be monitored closely by the Branch Admin Team. Company's Local Medical Adviser of any trends in absence. They will notify the

#### **Payment**

All payments will be made directly to the Provider on or nearest to 28th of the month after which a session has been undertaken. Any queries with should be raised with the Admin Team within 3 months\* of the payment being made. The Admin Team will investigate the guery and make the necessary amendments.

Any change of Bank details should be notified to the Company's Admin Team who will provide the necessary form to be completed and returned.



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The Company will withhold all payments if compliance documents or insurance certificates have expired and will only release money upon receipt of these.

\*Some information may be difficult to prove after 3 months – especially if the query relates to an underpayment for additional hours so it is in the Provider's interest to contact the Company with any anomalies as soon as possible.

#### Admin contact details:

Telephone: 07743562194, 07545581786 01132512077 E-mail: admin@northern-health.com

### Signed by Candidate

Print name	
GMC number	
Address	
Signed by.	

### **Signed by Director**

Print name

Dr Awais Khan Director Northern Health Ltd, Regus-129, Building 3, **City West Office Park**, Gelderd Road, Leeds LS12 6LN