

Terms and Conditions of Service

1. The Service

1.1 Provision of Services: Medloop shall provide a fully managed clinical coding and document management service as defined in the Service Overview.

1.2 Turnaround Guarantee: Medloop guarantees that all clinical correspondence will be processed, coded, and filed within three (3) working days of being made available in the Client's clinical system (EMIS Web or SystmOne) and Medloop's Clinical Tool.

2. Information Governance and Security

2.1 Data Controller vs. Processor: The Practice/PCN remains the Data Controller. Medloop acts as the Data Processor in accordance with UK GDPR.

2.2 Security Standards: Medloop shall maintain compliance with the NHS Data Security and Protection Toolkit (DSPT), Cyber Essentials, and ISO 27001 standards throughout the term of the agreement.

2.3 Access Control: The Client shall provide Medloop's staff with necessary and appropriate clinical system logins (e.g., EMIS/SystmOne) to perform the services. Medloop ensures all staff have undergone DBS checks or its equivalent and regular IG training.

3. Clinical Safety and Liability

3.1 Clinical Oversight: While Medloop utilises AI-enhanced guardrails and senior coders for 100% SNOMED CT accuracy, the final responsibility for patient care remains with the Client.

3.2 Insurance and Indemnity: Medloop maintains comprehensive insurance coverage to protect both the Provider and the Client, including:

- Professional Indemnity & Medical Malpractice: Minimum cover of £5,000,000 specifically for clinical coding and administrative activities.
- Cyber Security & Data Breach Insurance: Comprehensive cover for data restoration, third-party liabilities, and incident response following any unauthorized data access or system breach.
- Public Liability: Minimum cover of £5,000,000 for any third-party property damage or injury.
- Proof of Cover: Certificates of Insurance are available upon request to verify that all policies are in full force.

3.3 DCB0129 Compliance: Medloop operates in full alignment with DCB0129 clinical safety standards for Health IT systems.

4. Term and Termination

4.1 Commencement: This agreement begins on the date of the first document processed ("The Onboarding Date").

4.2 Notice Period: Either party may terminate this agreement by providing 30 days' written notice.

4.3 Data Portability: Upon termination, Medloop will ensure all pending tasks are completed or transitioned back to the practice to ensure no patient safety risks.

5. Support Level Agreement (SLA)

5.1 Availability: Standard support is available Monday to Friday, 9:00 AM – 5:00 PM (GMT).

5.2 Response Times: Medloop commits to the following response times for support requests directed to info@medloop.co or +44 7867947780:

- Weekdays: Response and/or resolution within 24 hours.
- Weekends: Response and/or resolution within 48 hours.

5.3 System Outages: In the event of a clinical system failure (e.g., EMIS outage), the 3-day turnaround guarantee is paused until system access is restored.

6. Client Obligations

6.1 Protocols: The Client must provide Medloop with access to their current Local SOPs and GP-specific tasking preferences.

6.2 Review: The Client is responsible for the final audit of "Urgent" or "Red Flag" tasks as per the agreed workflow protocols.

