
Terms of Agreement Bupa Partner Agreement



This document, together with your Application Form, the Practitioner Guide and the Remote Terms and links to any other Bupa Codes or policies referred to (and, in each case, any other documents referred to in those documents) (together this “**Agreement**”), contain the terms of your recognition as a Bupa recognised consultant. This Agreement is between you, the person named in your Application Form (“**you**”), and Bupa Insurance Services Limited (“**we**”, “**our**” and “**us**”). By accepting your status as a Bupa recognised consultant, you are agreeing to the terms of this Agreement which shall apply to the treatment of any Members by you.

In entering into this Agreement, you are entitled to participate in the Bupa Remote Consultation Scheme, subject to the terms and conditions contained in the Remote Terms.

The language used is formal as it is necessary to keep these terms as brief and clear as possible. As you work through the document, we have set out clearly what we are asking you to do and what we will do for you. Capitalised terms have the meanings given in the ‘**Defined Terms**’ section below.

The provisions of this Agreement may need to evolve over time, including where needed to reflect Bupa’s changing customer proposition, its strategy around provision or following treatment developments and/or technological innovation. We do therefore reserve the right to make changes to this Agreement on written notice to you at the last address or email address you have provided to us for communication. The changes will take effect 30 days after the date on which we send the details of any change to you. If you feel that you are unable to accept these changes, then you may exercise your right of termination under Paragraph 11.

1. Basis of Recognition

Your relationship with Bupa is important to us and we agree to recognise you as a Bupa recognised consultant on the terms set out in this Agreement including, on the basis of your Application Form. In return, you agree that you will provide Eligible Treatment in accordance with the terms of the Agreement and that any agreements or arrangements you may have with a Member are subject to the terms of this Agreement.

You agree to notify us immediately of any:

- a) change to the information contained in this Agreement or your Application Form;
- b) formal investigation of your practice by any party (such as a facility, regulator or governing body);
- c) any sanction applied to your registration by the GMC or change to your GMC Registration (including conditional registration or investigation);
- d) legal or threatened action against you in connection with your profession, including criticism by a Coroner at an inquest; criminal convictions which have been made or threatened against you; and
- e) practice restriction, suspension or dismissal from any employment or voluntary work, or any changes to your practising privileges at any hospital or facility.

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You must maintain admitting privileges to a Bupa recognised in-patient facility. Should you take a decision to re-train in another specialty, you must notify Bupa immediately as we will be unable to pay your fees if we have not agreed to recognise you for the change in your clinical status.

You agree that, in return for the support of your practice and referrals to our Members, you maintain a professional relationship with our Members and do not disparage Bupa. This obligation will survive termination of this Agreement.

2. Diagnostic Tests

Your recognition will only extend to diagnostic tests if you have completed and signed up to undertake Outpatient diagnostic tests, ("**Diagnostic Tests**"), in Section 6 and 6.1 of your Application Form. You agree that you will only perform those Diagnostic Tests at the facilities stated. Charging for Diagnostic Tests without an agreement, will not be paid and may lead to the loss of your Bupa recognition. You are obliged to inform the hospital or facility where you see patients and perform diagnostic tests at the hospital/facility if you intend to bill for the performance of any Diagnostic Tests. For the avoidance of doubt, you and the facility/hospital will not submit invoices for the provision of the same tests to the same patient on the same day and where such circumstances apply, this will be treated as an overpayment under Paragraph 5 below.

If after submitting your Application Form you subsequently wish to provide Outpatient diagnostic tests, please contact the Clinician Contracting Team at ProvMgtConsultants@bupa.com or by telephone on 0345 600 5422.

3. Charges

Agreed consultation charges are set out in section 5 of your Application Form. If you are recognised to provide surgical procedures to Members as set out in your Application Form, the charges that you should make for any surgical procedure will be set out at www.bupa.co.uk/codes. We suggest that you check this regularly in case of any changes to schedule. This also applies if you are providing Diagnostic Tests.

If a more complex procedure is required which is not listed on the Schedule of Procedures, please contact Provider Services Team on 03457 55 33 33.

The amounts you invoice us are all inclusive of each element required to deliver the relevant treatment (including VAT, professional fees, recording and reporting, interpretation, consumables, equipment costs and any administrative charges). You further agree that we will only pay for treatment which constitutes Eligible Treatment, and which has been carried out by you in accordance with this Agreement.

Unexpected bills are a major cause of customer complaint and so we have set out below how charging needs to operate.

It is a condition of this Agreement that you (1) only charge Bupa Benefit Maxima as set out in the Schedule of Procedures for any surgical procedures and (2) will not invoice or bill Members personally for any treatment, or element of any treatment, including taking any deposits or up-front payments, except for the Member's excess and limits on their policy with us, and/or treatments which are not covered by the Member's policy. We will inform you of any amounts for which Members are personally liable (including excesses) in respect of your invoices in a statement that you receive when we make a payment to you,

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Where the Member is to be charged directly for treatments not covered by their policy, you agree that, in advance of that treatment, you will have: (1) informed the Member that they are responsible for any treatment not covered by us; and (2) informed the Member of the likely cost of the treatment; and (3) obtained the Member's written consent to pay personally for those costs we do not cover. You will be required to provide evidence of compliance with this paragraph to Bupa on request and will not be able to charge a Member directly unless Bupa agrees that this paragraph has been complied with to its reasonable satisfaction.

In addition to excesses, many Members have limited outpatient benefits which may rapidly be eroded, requiring them to pay from their own pocket for consultations. You must ensure that accessing care remains affordable for Members and that you are offering value for money with consultations, taking a discerning approach as to whether a consultation may be duplicative or likely to be unhelpful, or whether a consultation will materially increase the likelihood of outpatient diagnostics investigations or procedures being required (where they would have a materially lower likelihood if a physical examination was possible). You agree to be mindful of this impact on Members and consider this in your practice.

4. Invoicing Us

We would like to pay your invoices promptly and the paragraphs below set out how this will work. Invoices must be submitted to us electronically using any electronic billing method listed on <http://www.bupa.co.uk/healthcare-professionals/billing-and-payment>. We have provided some advice on how to prepare and submit your accounts. You agree to invoice us only for Eligible Treatment, carried out by you in accordance with this Agreement.

You agree to provide us with a valid invoice for Eligible Treatment which includes the following information:

- a) date of invoice,
- b) date of treatment,
- c) the Member's name, date of birth,
- d) postcode,
- e) Bupa registration number,
- f) the name of the referring GP and
- g) the applicable ICD disease and injury code (currently based on ICD-9 as modified by Bupa and we shall notify you if this changes); the CCSD code and CCSD description for the treatment (as described in the Schedule of Procedures or Schedule of Diagnostic Tests); and your Charge. Where a diagnosis alters following an initial assessment or at any other time, you agree to revise any future invoices to include the revised ICD code.

All codes must be based upon the latest version of the Schedule of Procedures or Schedule of Diagnostic Tests (both available on www.bupa.co.uk or Providers Online). We will publish any amendments to the Schedule of Procedures or Schedule of Diagnostic Tests on our website. We follow industry standards that are set out by CCSD Group and we are unable to accept accounts for tests that are new and for which a code is not yet available. Codes for new and as yet uncoded procedures or tests can be requested from the CCSD Group at

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ccsd@capita.co.uk. The appropriate ICD codes (as modified by Bupa) can be found on Providers Online at www.bupa.co.uk/providers-online.

Invoices for treatment of or tests for Members belonging to Bupa schemes outside of the United Kingdom should be submitted to the relevant non-UK scheme operator directly.

5. Payment of Your Invoices

You agree to submit invoices to us within 6 (six) months from date of the Eligible Treatment. Any invoices submitted after a period of 6 (six) months from the date of the Eligible Treatment will be rejected, in which case you agree not to contact the Member for payment.

We will pay invoices submitted in accordance with this Agreement directly by BACS to the bank account you have nominated to us for that purpose no later than 7 days following the invoice being cleared by us for payment. If you have any issues regarding your billing, please contact the Provider Services Team on 03457 55 33 33.

In exceptional circumstances you may need to contact us in relation to invoice payment. We ask that you do not chase us for payment until 30 days from invoice date in order to allow time for claim processing to complete. Although you can check the status of your claims anytime through your Provider Online portal. Occasionally we may overpay an invoice in error. Where you are overpaid, we will be entitled to set off overpayments to you against other amounts payable to you.

We may also, on reasonable notice, conduct an audit of your underlying billing or clinical data to confirm the appropriateness of decisions made, charges billed and/or paid, and/or compliance with these terms. You agree to assist us on reasonable request in these audit activities, including providing relevant financial records and medical notes (where Member consent permits). As part of these audit rights you agree, at no additional cost, to make available to us reasonable evidence of your compliance with the obligations set out in this Agreement, and to allow for and contribute to audits on Eligible Treatment, including physical inspections of your premises, auditing and copying any relevant records, processes and systems, conducted by any member of the Bupa Group, its representatives or regulators.

6. Clinical Standards

You agree to ensure that all services are provided in accordance with best practice using standards, practices, methods and procedures conforming to the law and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced clinical services provider providing clinical services the same or similar to the relevant services at the time that they are provided. This should include, but not be restricted to, guidelines issued by the GMC or the equivalent regulatory body, including "Good Medical Practice".

You agree that clinical quality will be at the heart of the care you deliver to our Members. In support of this, you agree to provide all treatment in accordance with the Clinical Standards published on Providers Online at www.bupa.co.uk/providers-online. The current standards simply reflect existing standards set by applicable regulatory and professional bodies.

You must comply with the quality standards set out in Schedule 2 in relation to any treatment of Bupa Members.

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We may require additional information to enable us to pre-authorise claims or pay invoices and you agree to provide us with any information we require within 5 business days of request from us.

Bupa may refuse to fund treatment, or may recover payment for treatment, that has been provided outside of any current national clinical guidelines.

We may on occasion receive a serious complaint about your professional services. If we contact you about such a case, it will usually follow a complaint made to us by one of our Members. We ask that you fully review any such complaint and, in line with the guidance set out by the General Medical Council in Good Medical Practice, provide us information in writing within 5 business days of receipt of the complaint to inform us of the nature of the complaint and the action plan and proposed response to the relevant Member as well as any other information we may reasonably request to the extent permitted by applicable data protection legislation, which will help us to address any Member concerns.

7. Services

This section relates to the expectations of our Members in relation to the services provided, and you agree to the requirements set out below.

You agree, where practically possible, to provide out-patient appointments to Members within a maximum of 10 working days from request by the Member, and you agree to ensure that Diagnostic Tests are completed and reported in a timely manner.

You agree to keep us updated through Consultants and Facility Finder of clinic times and contact details for appointments and to ensure that an 'out of hours' answer phone service is provided for Members calling at a time when no one is available to take appointment calls in person. You further agree that Members leaving a message on this service will receive a call back within 24 hours Monday to Friday.

Where you are recognised to provide Diagnostic Tests, you agree to provide all elements required to support those Diagnostic Tests, including the interpretation of the test results and/or readings and that these are completed and reported in a timely manner.

You agree to; review the Member's progress in person with them while in hospital (recording each visit in the Member's medical record); update family members when requested (with the Member's consent); attend the Member for provision of any treatment in person; and offer follow-up consultations in person (the number of which to be in line with evidence-based clinical best practice which is consistent with published evidence-based guidelines). The delegation of the provision of certain treatments under these terms shall be permitted if in accordance with Good Clinical Practice, and subject to you at all times maintaining full responsibility and clinical accountability for any delegated treatment. Please note, any treatment delegated to another practitioner who is not Bupa recognised will not be eligible for reimbursement by Bupa.

8. Referrals

Where Clinically Appropriate, you agree to ensure that any referrals to other consultants are made to Bupa recognised consultants that charge within Bupa Benefit Maxima as set out in Bupa's Schedule of Procedures (fee assured consultants). These can be identified by a green badge on their profile on the Bupa Consultants and Facilities Finder.

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Where Clinically Appropriate, you agree to make Members aware of the option to be treated at home instead of in a hospital and you agree to ensure that Members understand that in order to receive funding for home healthcare they must be treated by a Bupa recognised home healthcare provider under your supervision.

Lists of Bupa recognised providers are available on Consultants and Facility Finder. If in your judgment no appropriate Bupa recognised provider is available, please contact our Provider Services Team on 03457 55 33 33. Where a Member is referred to a provider that is not part of Bupa's recognised networks, you agree to ensure that the Member is aware that their treatment may not be covered by Bupa. Please note that where Members are frequently referred by you to non-recognised providers, we will review this with you in order to understand the reason(s) and to take any appropriate action, which may include termination of this Agreement and withdrawal of your recognition as a Bupa recognised partner.

You agree to promote referrals to Bupa recognised providers wherever clinically appropriate. Lists of Bupa recognised hospitals and consultants are available at <http://finder.bupa.co.uk>.

9. Information Provision

You agree, upon reasonable request by us (not more than twice a year), to provide us with the following data: average wait time between Member referrals to and appointments with you for those Members for the past 6 months; details of actions taken in response to patient feedback which you receive directly and from us; the average number of consultations you provided by diagnosis code involved in treating each Member within the past 6 months; and the number of patient complaints about you and your practice in the last 6 months (total patient complaints not just Member complaints).

You shall submit PROMS data and clinical quality key performance indicators in accordance with the requirements set out by government appointed bodies, including the Private Healthcare Information Network (PHIN). You shall use your best endeavours to submit data to nationally recognised registries held by professional bodies with which you are registered when indicated to do so.

We will add a Bupa profile on our Consultant and Facility Finder. You therefore agree that at least twice a year you will confirm the information that you have provided to us is accurate, factual and can be checked. All Bupa recognised consultants should regularly update their Bupa Profile on Bupa's Consultants and Facility Finder using the edit function on the profile page. You agree that all the information added and amended using the 'edit' function can be shown outside of Bupa (unless marked otherwise with the 'edit' pages).

You may be asked to confirm your total scope of practice and complete an annual declaration to Bupa. This requires consultants to confirm that all your independent practice has been subject to full and complete annual appraisal in line with GMC guidelines.

10. Conflict of Interest

You agree to manage any potential conflict of interest and to comply at all times with GMC guidance on financial and commercial arrangements and conflicts of interest.

You will promptly notify us in writing: (a) if you hold, directly or indirectly, more than 5% of the financial interest or of any class of shares or options over any class of shares and options in the equity in any facility or any class of shares and options in the equity in any facility at which you hold practising privileges or have power to commission tests; and/or (b) of any arrangement

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where you receive a benefit for offering private healthcare services at a particular private hospital or facility, and we will have the right to terminate this Agreement immediately on written notice to you on receipt of a notification of this level of control or benefit.

11. Ending Your Agreement

Bupa reserves the right at any time and without reason to withdraw your recognition as a Bupa recognised consultant on 30 days' prior written notice.

In the event of an actual or suspected material breach by you of this Agreement which we believe to be incapable of rectification, or if any of the events set out in Paragraphs 1(b) to 1(e) (inclusive) occurring, we reserve the right to suspend your recognition until the breach or event has been remedied to our reasonable satisfaction or, in the case of an actual breach, terminate this Agreement immediately.

You can end this agreement at any time by notifying us in writing on 30 days' written notice.

If this Agreement ends:

- where you were recognised by Bupa as a consultant prior to July 2010, you may maintain your Bupa recognition status subject to continued eligibility for Bupa recognition. If you end this Agreement without noting that you wish to maintain your Bupa recognition, then we may remove your recognition at our discretion. If Bupa ends this Agreement for any reasons your recognition with Bupa will also end.
- where you have been recognised by Bupa since July 2010, your recognition with Bupa is linked to continuation of this Agreement. If this Agreement ends, your recognition with Bupa will also end, and subject to the paragraphs below you will no longer be able to receive funding for treatment or tests provided to Bupa members.

For the avoidance of doubt, where we feel that there are issues of safety regarding the treatment of Members, or indications of fraud, we may terminate this Agreement and your status as a Bupa recognised consultant immediately. As a matter of policy, we investigate fully any incident of suspected fraud or misrepresentation whether by customers or providers. Inaccurate billing is a matter of serious concern across the insurance industry. You agree to ensure appropriate billing is reflected across your practice.

In addition, if you submit fraudulent claims or misrepresent the circumstances of a claim so as to obtain or facilitate benefit that would not otherwise be eligible under the terms of our Member's policy, this will be construed as a material breach incapable of rectification and you agree to promptly repay any amounts due to us.

If a Member is receiving treatment on the date your recognition ends or is suspended, you agree you will, at our election, either: (1) continue to provide such treatment as is in the best interests of the Member, until the earlier of completion of the Member's treatment or the Member's safe transfer to another Bupa recognised consultant of their choice; or (2) notify us and stop treating the Member immediately and arrange the safe transfer of the Member to another suitable Bupa recognised consultant of their choice. If the former, you shall be entitled to invoice us for that treatment (subject to this Agreement, including but not limited to Schedule 1).

If a Member is receiving Diagnostic Tests on the date your Agreement ends or is suspended, you agree you will notify us and cancel any further Diagnostic Tests (provided that you will ensure that you will deliver any outstanding results of tests in a timely manner and arrange the

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safe transfer of the Member to another suitable Bupa recognised consultant who has an agreement with us to provide Diagnostic Tests). You shall be entitled to invoice us for those tests (subject to and in accordance with the terms of this Agreement).

12. Insurance

You agree to hold medical malpractice insurance or UK Medical Defence Organisation membership to cover your liability to Bupa and/or our Members. You agree to provide evidence of this promptly and on request by Bupa. The minimum levels of such cover must be sufficient to cover liability that might reasonably be foreseen to be incurred as a result of treatment by you under these terms. Failure to hold a suitable insurance or indemnity in accordance with this condition shall be deemed a material breach of this Agreement, and as such your recognition will be terminated.

In respect of Diagnostic Tests, where provided under this Agreement you agree to arrange and maintain during the term of this Agreement and for a period of six years following termination, public liability insurance cover with a reputable insurer for a minimum of £5,000,000 per claim.

13. Data Protection

You agree to comply with all applicable obligations in respect of any Personal Data relating to a Member (“**Member Data**”) imposed by, or made under, Data Protection Law, for so long as you process any such Member Data.

You agree not to perform your obligations under this Agreement in such a way as to result in Bupa breaching its obligations under Data Protection Law.

From time to time, we may ask you to disclose Member Data to us to exercise our rights under this Agreement and so we can manage claims made by Members and administer our schemes. You agree, at no additional cost, to provide cooperation and assistance to us as we may reasonably require you to obtain such Member Data, or to enable us to comply with our obligations under Data Protection Law including but not limited to: (i) individual rights; (ii) data security; (iii) data protection impact assessments; and (iv) investigating any complaint raised by a Member and/or clinical incident.

If you believe, acting reasonably, that disclosing Member Data would result in a breach of Data Protection Law, you shall:

- (a) notify us of this fact as soon as reasonably practicable, in no event later than 7 days, giving details of the reason(s) why you believe a disclosure would cause you to be in breach of Data Protection Law; and
- (b) use all reasonable endeavours, having regard to the purpose of any request for Member Data, to give us sufficient information to achieve that purpose, including (but not limited to) taking measures to obtain Member’s consent where required, redacting Member Data to the minimum extent possible to achieve compliance with the Data Protection Law to facilitate the request made by us and/or providing alternative or additional information suited to achieving the purpose.

For the purposes of this Paragraph, you must ensure that you have a lawful basis for disclosing any Member Data to us in accordance with Data Protection Law.

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You agree to:

- (a) implement and maintain appropriate technical and organisational measures (including, but not limited to, encryption and password protection), when transferring and/or Processing Member Data, to preserve the confidentiality, integrity, availability and resilience of the Member Data and prevent any unlawful Processing or disclosure or damage, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Members; and
- (b) confirm the identity of the call recipient and ensure that it is the Member with whom the appointment has been made before beginning a consultation or disclosing any personal or confidential information, including Member Data.

You shall within 24 hours, notify Bupa in writing should you become aware of, or reasonably suspect there has been, any actual, alleged, or potential security breach leading to accidental or unlawful loss, destruction, compromise, damage, alteration, theft or unauthorised disclosure of the Member Data (including unauthorised access to or use of your or third party systems or data, improper handling or disposal of data, theft of information or technology assets, and/or the inadvertent or intentional disclosure of such Personal Data) or any incident which may give rise to a personal data breach (as such term is defined under the Data Protection Law) ("**Data Breach**"). You shall:

- (a) immediately report the Data Breach to Bupa;
- (b) promptly provide Bupa with a description of: (i) the nature of the Data Breach, including the volume and type of Personal Data affected and the categories and approximate number of Data Subjects concerned; (ii) the likely consequences of the Data Breach; and (iii) the measures taken or proposed to be taken to address the Data Breach including, where appropriate, measures to mitigate its possible adverse effects;
- (c) provide Bupa at no additional cost with assistance and information that may be reasonably required by Bupa to address queries raised in relation to the Data Breach; and
- (d) take immediate remedial action to secure the Personal Data and to prevent re-occurrences of the same or similar incident and provide Bupa with details of such remedial action.

You shall, at no additional cost, make available to Bupa reasonable evidence of your compliance with the obligations set out in this paragraph 14, and allow for and contribute to audits, including physical inspections of relevant records, processes and systems, conducted by any member of the Bupa Group, its representatives or regulators.

You agree that where one party provides to the other party Personal Data it shall be transferred in accordance with Data Protection Law. For the avoidance of doubt, where this results in an international transfer of Personal Data such transfer shall be subject to the conditions set out in Data Protection Law for this purpose.

Bupa shall collect your Personal Data (including Special Category Data and criminal offences data) prior to, and in the course of, carrying out services, and/or through interactions with you in person and via any electronic medium including but not limited to, by phone, by email, through our websites, on our apps, by post, by filling in application or other forms, on social media or face-to-face. We collect your Personal Data so that Bupa can meet its obligations and

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can manage its relationship with your, the hospital or facility you practise from and our Members.

Bupa will process your Personal Data in accordance with the Health Professionals Privacy Notice, a copy of which can be on Bupa's website and/or provided upon request to Bupa.

14. Anti-bribery and corruption

The parties shall each comply with all applicable laws relating to the detection and prevention of financial crime (including, without limitation, the Bribery Act 2010) and shall have in place adequate policies and procedures to procure compliance.

For the avoidance of doubt, nothing in this Agreement obliges either party to perform any action (including but not limited to paying any claim or providing any benefit or services) to the extent it would cause that party to breach any trade or economic sanctions, laws or regulations of any jurisdiction to which that party is subject (which may include without limitation those of the European Union, the United Kingdom and/or the United States of America).

15. Disputes

If there is any disagreement between us, in the first instance, you agree to discuss the dispute with the Clinician Contracting Team on 0345 600 5422 option 1 or raise your concerns by sending an email to provmtgconsultants@bupa.com. If you are unable to resolve your dispute within 10 business day of it being referred to the Clinician Contracting Team you may refer it to the Head of Clinician and Therapists Management who may address the dispute directly or through another authorised colleague.

16. General

Please note that this Agreement is governed by English law and represents the whole and only agreement between us relating to the subject matter of this Agreement and supersedes and extinguishes any prior agreement between us (including any previous terms under which you may have received Bupa recognition) in relation to the subject matter hereof.

The provisions of this Agreement confer benefits on members of the Bupa Group other than Bupa (including members of the Bupa Group administering Bupa Health Trust Arrangements) (each a "**Third Party**") and are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the preceding, this Agreement may be varied in any way and at any time without the consent of any Third Party. Save as provided for in this Paragraph, no person who is not a party to this Agreement shall be capable of enforcing any term or condition of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

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Defined Terms:

“**Application Form**” means the application form for Bupa recognition that you completed and provided to Bupa in connection with this Agreement.

“**Bupa Benefit Maxima**” means the prices published in the Schedule of Procedures on www.bupa.co.uk/codes according to procedure and complexity.

“**Bupa Group**” means Bupa Insurance Services Limited, its subsidiaries and subsidiary undertakings, any holding company of Bupa Insurance Services Limited and all other subsidiaries and subsidiary undertakings of any such holding company from time to time.

“**Bupa Remote Consultation Scheme**” means the scheme that Bupa operates enabling Bupa recognised consultants to provide remote consultations, further details of which are set out in the Remote Terms.

“**Care Quality Commission**” means the Care Quality Commission (or equivalent body in Scotland, Wales or Northern Ireland) and any replacement body as the regulator of hospital facilities.

“**Charge(s)**” means the fees and charges for the services set out in Schedule 1.

“**Clinical Standards**” mean the standards we publish on Providers Online. We will notify you of any changes to these standards on 30 days written notice to the email address you gave us in your application, or its replacement as may be advised to us by you in writing from time to time. The changes will take effect 30 days after the date on which we send the details of the changes to you.

“**Clinically Appropriate**” means clinically appropriate and necessary to meet the health needs of the Member according to a reasonable body of medical opinion.

“**Consultants and Facility Finder**” means the website at <http://finder.bupa.co.uk/> (or such other address as may be notified to you from time to time) which contains detail on Bupa recognised providers.

“**Data Protection Law**” means:

- (a) all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended;
- (b) all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and
- (c) the guidance and codes of practice issued by the relevant data protection or supervisory authority applicable to a party,

and references to “**Data Controller/Controller**”, “**Data Subject**”, “**Personal Data**”, “**Process**”, “**Processed**”, “**Processing**”, “**Data Processor/Processor**”, and “**Supervisory Authority**” shall have the meanings set out in, and will be interpreted in accordance with the Data Protection Law.

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“**Diagnostic Tests**” means the outpatient diagnostic tests listed within section 6 & 6.1 of your Application Form. Charges of which are published within www.bupa.co.uk/codes:-

“**Eligible Treatment**” means treatment provided to Members that is: (1) covered by the Member’s policy; (2) performed by a consultant recognised by us for that treatment; and (3) performed at a facility recognised by us for that treatment. For the purposes of this agreement, Eligible Treatment in respect of diagnostic tests will be limited to the Diagnostic Tests.

“**Good Clinical Practice**” means using standards, practices, methods and procedures conforming to the law and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced clinical services provider providing clinical services the same or similar to those provided to Members.

“**ICD**” means the latest version of the list of Codes published by The World Health Organisation as the International Classification of Diseases used by Bupa and is used to classify individual diseases and related health conditions.

“**Member**” means an individual covered by a health insurance contract underwritten by a member of the Bupa Group; an individual who is a beneficiary under a Bupa health trust arrangement; an individual who is a beneficiary of a scheme administered by a member of the Bupa Group; or an individual who benefits under a rehabilitation arrangement with Bupa.

“**Personal Data**” means i) in the case of Bupa, personal data provided by the Provider and ii) in the case of the Provider all personal data provided to it by the Members.

“**Practitioner Guide**” means the document by the same name available on [link](#) which sets out some additional guidance on operational aspects of our relationship with you, as may be updated by us from time to time

“**Providers Online**” means the password protected website at www.bupa.co.uk/healthcare-providers (or such other address as may be notified to you from time to time) which allows you to: (a) submit certain information and/or bills to Bupa; and (b) view and download certain information concerning your transactions with Bupa.

“**Recognised Facility**” means the facility or facilities where the Diagnostic Tests are performed and listed in section 4 of your Application Form.

“**Remote Terms**” means the terms governing the Bupa Remote Consultation Scheme, as may be updated by us from time to time. A current copy of those terms is provided alongside this document. The terms are also available [here](#). Please note the terms may change from time to time, as explained in the Remote Terms.

“**Schedule of Diagnostic Tests**” means the latest available version of the schedule of codes, narratives and fees published by us on www.bupa.co.uk/codes or Providers Online which identifies those tests that consultants can provide from their own consultation room using their own equipment and the fee that Bupa will make available for performing those tests.

“**Schedule of Procedures**” means the latest available version of the schedule of codes, narratives and complexities for procedures published by us on www.bupa.co.uk/codes or Providers Online, based upon the CCSD Schedule and incorporating additional information such as surgeon, anaesthetist and hospital complexity classifications and target lengths of stay for procedures.

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“**Specialty**” means a division of medicine that covers a specific area of clinical activity, as identified on the GMC register by a doctor’s type of Specialist Registration.

“**Sub-specialty**” means a sub-division of medicine that covers a specific area of interest within a Specialty. This level of detail is not recorded on the GMC register and may be set out by Bupa based on available information.

“**we**”, “**our**”, or “**us**” mean Bupa Insurance Services Limited.

“**you**” or “**your**” mean the person named in Schedule 1 below.

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Schedule 1

Services and Charges

A. Charges for in-patient/day-patient and out-patient treatment

Charges shall be a maximum of Bupa's Benefit Maxima as set out in the Schedule of Procedures.

B. Charges for consultations

As stated by you and agreed in your Application Form.

C. Charges for Diagnostic Tests

As set out in the Schedule of Diagnostic Tests at www.bupa.co.uk/codes.

D General

Payment will only be made by Bupa to you for procedures and tests that are Eligible Treatment and for which you are recognised as stated within your Application Form.

Charges are fully inclusive of all professional fees, recording and reporting, interpretation, consumables and equipment costs where applicable. Please note Bupa does not pay, and Members should not be charged, for the reporting of tests alone.

E. Basis of payment

Charges are all inclusive (including VAT) and represent full payment from us to you. Extra payment for unusual or complex cases is at our discretion. Request for extra payment for unusual or complex cases can be requested by completing the full details on the Complex surgery fee uplift request form which can be found on Providers Online.

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Schedule 2

Clinical Quality Schedule

1. Management of Care

This Schedule is designed to ensure that our Members' interests remain at the heart of our relationship of with Consultants. The aim of this Schedule is to ensure that Diagnostic Tests are performed in a safe and appropriate clinical setting that reflects the standards that Bupa would expect of all of its providers.

You agree to:

- (a) provide to Members only those Diagnostic Tests you have the capability and capacity to provide safely and in a Clinically Appropriate manner;
- (b) comply with all necessary statutory or legal requirements, including as regulated by the Care Quality Commission and any other health and safety regulations;
- (c) cease performing Diagnostic Tests where they cannot be provided safely in which case you shall inform us in writing before cessation of performance of such tests or as soon as reasonably possible thereafter;
- (d) have an infection control policy and procedure, including training of staff in the measures required to prevent cross-infection;
- (e) ensure that each health care professional employed or engaged by you to perform the Diagnostic Tests for a Member has the qualifications, skills and expertise necessary for the work to be performed and is registered with the relevant professional body;
- (f) ensure all staff employed or engaged by you undertake relevant learning and development in order to meet mandatory and professional development requirements for their designated roles and professional registration and you shall take responsibility for anyone else you engage with for members on-going treatment.
- (g) work in collaboration with us to encourage the optimum level of service to Members.
- (h) You agree to ensure that any equipment used to perform the Diagnostic Tests is maintained, serviced and calibrated in accordance with manufacturers' guidelines for the duration of this agreement.

2. Notifications

You agree to:

- (a) notify Bupa within 2 business days of you recognising a "serious" incident (as defined by the Care Quality Commission and NHS England and Improvement) affecting a Member and also any event which may have the potential to damage Bupa's commercial reputation by association including any serious breach of data security relating to Member records;

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- (b) notify us within 2 business days in the event that your practising privileges have been removed or suspended and/or removed from the GMC register: and
- (c) notify us within 2 business days of the occurrence of anything reasonably considered to be a “Never Event” (as defined by the Department of Health) relating to a Member.