



Healthcare Service Agreement

Endoscopy Services

This document contains the Provider Terms which form part of a Healthcare Services Agreement between:

- (1) Bupa Insurance Services Limited, a company incorporated in England and Wales with registered number 03829851 whose registered office is at 1 Angel Court, London EC2R 7AE (“**Bupa**”); and
 - (2) the Provider listed in Schedule 1 (“**Provider**”),
- each a “**Party**” and together the “**Parties**”.

BACKGROUND

- (A) Bupa is a service company authorised to act for Bupa Insurance, an insurance company providing a variety of private medical insurance products under which Members receive funding for private medical treatment. Bupa is also authorised to act on behalf of the trustees of Bupa Health Trust Arrangements, and under other Schemes under which other Members are entitled to receive funding for private medical treatment.
- (B) The Provider’s Group is engaged in the provision of Treatment at its facilities in the United Kingdom.
- (C) Bupa wishes to arrange for some or all of its Members to have access to certain Treatment provided by the Provider's Group, and has agreed to recognise some or all of the Provider’s facilities to provide such Services to such Members in accordance with the terms of this Healthcare Services Agreement.
- (D) This Healthcare Services Agreement may be one of a series of agreements which Bupa has entered into with the Provider. Other healthcare services agreements may already be in place, or be in the process of being put in place, between Bupa and the Provider in respect of certain other services and/or other facilities and/or other categories of Members. The provisions of this Healthcare Services Agreement shall govern the provision of the Services at the Facilities to the Relevant Members during the Term. The terms of the Other Agreements shall apply to the circumstances governed by those Other Agreements.

AGREEMENT:

1 Definition and Interpretation

- 1.1 In these Provider Terms, the following expressions shall have the following meanings:

“Bupa Endoscopy Network”	means Bupa’s network for the services listed in Schedule 1, Appendix 1
“Bupa Group”	means Bupa, its subsidiaries and subsidiary undertakings, any holding company of Bupa and all other subsidiaries and subsidiary undertakings of any such holding company from time to time;
“Bupa Health Trust Arrangement”	means a trust which provides for the payment of treatment costs and other costs incurred by beneficiaries of the trust and which is administered by Bupa or another member of the Bupa Group from time to time;
“Bupa Insurance”	means Bupa Insurance Limited, a private limited company incorporated in England and Wales with registered number 03956433 whose registered office is at 1 Angel Court, London EC2R 7HJ;
“Charges”	means the charges for each Service set out in Schedule 2;
“Covered Treatment”	means the Services for which the Relevant Member is entitled to be reimbursed under their Member Policy, subject to: (a) the relevant Member Policy being valid and in force at the time the Services are provided; (b) there being no amounts payable to Bupa under the relevant Member’s Policy that are outstanding at the time the Services are provided; and (c) the charges for the Services being within the maximum aggregate amounts that may be claimed by the Relevant Member under the relevant Member Policy;
“End Date”	means the end date of this Healthcare Services Agreement (unless terminated earlier in accordance with its terms), being the date stated to be the “end date” in Schedule 1;
“Episode”	means the period of time commencing when a Relevant Member is admitted to a Facility for continuous Treatment and ending when that Relevant Member is discharged from a Facility;
“Facilities”	means the hospitals and facilities recognised by Bupa as being permitted to provide all or some of the Services to the Relevant Members under and in accordance with the terms of this Healthcare Services Agreement, such hospitals and facilities being those set out in Schedule 1 (as such list may be amended from time to time in accordance with the terms of this Healthcare Services Agreement) and “Facility” shall be construed accordingly;
“Healthcare Services Agreement”	means this agreement between Bupa and the Provider which relates to the provision of the Services at the <u>Facilities</u> for the Relevant Members and which comprises these Provider Terms and the Rules (as each may be varied in accordance with the terms of this agreement);
“Member”	means: <ul style="list-style-type: none"> (A) an individual who is covered under a health insurance contract which is underwritten by Bupa Insurance or another member of the Bupa Group;

- (B) an individual who is a beneficiary under a Bupa Health Trust Arrangement;
- (C) an individual who is a beneficiary of a scheme or arrangement, the primary purpose of which is to provide for the payment of and/or access to Treatment received by beneficiaries of the scheme or arrangement, and which is administered or provided by a member of the Bupa Group; or
- (D) an individual who benefits under a rehabilitation arrangement with Bupa;

"Member Policy"	means, in respect of a Member, the particular Scheme which provides cover for and/or access to Treatment for the Member;
"Other Agreements"	means the agreement(s) between Bupa and the Provider which are intended to govern arrangements similar to those set out in this Healthcare Services Agreement but which relate to different services and/or facilities and/or Members (as appropriate);
"Provider Terms"	means the terms set out in this document (including the Schedules);
"Provider's Group"	means the Provider, its subsidiaries and subsidiary undertakings, any holding company of the Provider and all other subsidiaries and subsidiary undertakings of any such holding company from time to time;
"Quality Assessment Information"	means the quality assessment information requested by Bupa and provided by the Provider as specified in Schedule 1;
"Recognition Status"	means, in respect of each Facility, the status of the Facility as a Bupa recognised hospital or facility as and to the extent set out in Schedule 1, the ability of a Member to access any Facility always being subject to the eligibility of a Member to do so under their Member Policy, and the relevant Treatment being Covered Treatment;
"Relevant Members"	means those categories of Members covered by this Healthcare Services Agreement as set out in Schedule 1, and "Relevant Member" shall be construed accordingly;
"Rules"	means the rules which Bupa publishes and which the Provider and Bupa have agreed shall apply to this Healthcare Services Agreement, further details in respect of which are set out at paragraph 3 of Schedule 1. References to a particular set of Rules in this Healthcare Services Agreement shall be a reference to the version of those Rules set out at paragraph 3 of Schedule 1 (as may be amended in accordance with this Healthcare Services Agreement);
"Schedules"	means the schedules to these Provider Terms;

- “Schemes”** means:
- (A) health insurance contracts which are underwritten by Bupa Insurance or another member of the Bupa Group;
 - (B) Bupa Health Trust Arrangements;
 - (C) schemes and arrangements, the primary purpose of which are to provide for the payment of and/or access to Treatment received by beneficiaries of the schemes or arrangements and which are administered or provided by a member of the Bupa Group; and
 - (D) rehabilitation arrangements with Bupa,
- in each case, from time to time, and **“Scheme”** means any one of such schemes or health trusts;
- “Service Line”** means a type of Treatment relating to a specific clinical specialty, including any sub-specialty and/or any individual Treatment, procedure or test;
- “Services”** means:
- (A) the services, facilities and goods to be provided by the Provider at the relevant Facility further details of which are set out in Schedules 1 and 2; and
 - (B) the provision of Separately Chargeable Drugs and Separately Chargeable Prostheses (as defined in the Definitions Rules),
- in each case, on the basis of and inclusive of those elements of service described in the Services and Charges Rules and **“Service”** shall be construed accordingly;
- "Start Date"** means the commencement date of this Healthcare Services Agreement which shall be the date set out in paragraph 2 of Schedule 1, provided that the Charges shall take effect from the dates specified in Schedule 2;
- "Term"** means the period of this Healthcare Services Agreement commencing on the Start Date and ending either on the End Date or, if earlier, the date this Healthcare Services Agreement is terminated in accordance with its terms; and
- “Treatment”** means a medical, surgical or diagnostic service that is needed to diagnose, relieve or cure a disease, illness or injury.

1.2 This Healthcare Services Agreement shall be interpreted in accordance with the principles of interpretation set out in Part 2 of the Definitions Rules.

1.3 The provisions of the Provider Terms should always be read alongside and in conjunction with the provisions of any relevant Rules.

- 1.4 In the event of any conflict between the different parts of this Healthcare Services Agreement, the order of precedence shall be: the Schedules; the Provider Terms (excluding the Schedules); the Recognition and General Terms Rules; the Billing and Payment Rules; and then the other Rules (which shall rank equally).

2 Recognition Status of Facilities

- 2.1 For the duration of this Healthcare Services Agreement Bupa shall recognise the Facilities to provide Treatment to the Relevant Members, to the extent such Treatment is Covered Treatment in accordance with the Recognition Status of the Facilities. The Facilities and other facilities within the Provider's Group may be recognised under Other Agreements between the Parties for other services and/or Schemes.
- 2.2 Subject to the other provisions of this Healthcare Services Agreement, the Provider shall ensure that the Services provided at the Facilities at the date of this Healthcare Services Agreement (or in relation to any Facilities that are added to this Healthcare Services Agreement, as at the date such Facilities are recognised) continue to be provided in accordance with this Healthcare Services Agreement and that such Services are provided at the Facilities subject and to the extent provided for in this Healthcare Services Agreement.

3 Charges for the Services

- 3.1 Bupa shall be liable to pay the Provider for the Services at the Charges, in each case subject and to the extent:
- (A) that the relevant Facility is recognised to provide such Services under its Recognition Status;
 - (B) provided for in this Healthcare Services Agreement; and
 - (C) the Services are Covered Treatment.
- 3.2 Where any amendment to the Charges takes effect during an Episode, the applicable Charges for any Services provided to the Member shall be those applying at the date on which the particular Service is provided to the Member.
- 3.3 For the avoidance of doubt, this Healthcare Services Agreement does not impose any minimum or maximum volume of Services that Members must or may request from, or Bupa is required or may refer to, the Provider, and does not restrict Bupa's ability to direct Members in accordance with the terms of a Member Policy.
- 3.4 The Parties agree that the charges set out in Schedule 2 will apply to Services provided to Members covered by health insurance provided by members of the Bupa Group incorporated outside of the United Kingdom (including Bupa Australia, Bupa Middle East and Sanitas) and health insurance sold by Bupa through its international division, and in these circumstances the Provider shall directly invoice the relevant organisation within the Bupa Group which at the relevant time operates the Scheme concerned.

4 Warranties, Representations and undertakings

- 4.1 The Provider warrants to Bupa that as at the date of this Healthcare Services Agreement:
- (A) it has the requisite power and authority to enter into and perform the obligations under this Healthcare Services Agreement on behalf of itself and any other member of the Provider's Group which owns or manages the Facilities;

- (B) notwithstanding the provisions of Clause 4.1(A), it has the requisite power and authority to procure that the relevant members of the Provider's Group will comply with the relevant provisions of the Healthcare Services Agreement in respect of the Facilities which they may own or manage; and
 - (C) it and/or other members of the Provider's Group have all the necessary regulatory licences and approvals to operate as a provider of the Services.
- 4.2 The Provider warrants to Bupa that any quality information provided to Bupa for the purposes of considering whether to recognise, or continue to recognise the Provider under the terms of this Healthcare Services Agreement remains correct as at the date of this Healthcare Services Agreement save as disclosed in writing by the Provider to Bupa, and the Provider will notify Bupa promptly of any changes which would render the provided quality information incorrect during the course of this Healthcare Services Agreement.
- 4.3 Bupa warrants to the Provider that as at the date of this Healthcare Services Agreement it has the requisite power and authority to enter into and perform the obligations under this Healthcare Services Agreement on behalf of itself.
- 4.4 Except to the extent expressly set out in this Healthcare Services Agreement, neither Party makes any further warranties whether express or implied, and all implied warranties of any kind are excluded to the extent permitted by law.
- 4.5 The Provider hereby undertakes that it or other members of the Provider's Group will for the duration of this Healthcare Services Agreement maintain all necessary regulatory licences and approvals to operate as a provider of the Services.
- 4.6 Each Party hereby undertakes to the other Party that, for the duration of this Healthcare Services Agreement, it will neither do nor omit to do anything which it intends will damage the reputation or good name of the other Party.
- 4.7 Where an obligation under this Healthcare Services Agreement relates to a Facility which is owned or managed by a member of the Provider's Group and not the Provider itself, the Provider shall procure that the relevant member of the Provider's Group shall comply with the relevant obligations of the Healthcare Services Agreement. Further, for the purposes of this Healthcare Services Agreement, every act or omission of such relevant member of the Provider's Group shall be deemed to be the act or omission of the Provider and the Provider shall be liable to Bupa as if such act or omission had been committed or omitted by the Provider itself
- 4.8 The Parties shall each comply with all applicable UK legislation 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.
- 4.9 For the avoidance of doubt, nothing in this Healthcare Services 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 it or any member of its Group is subject (which may include without limitation those of the European Union, the United Kingdom and/or the United States of America).

5 Term and Termination Rights

- 5.1 This Healthcare Services Agreement shall commence on the Start Date and shall continue in force until the End Date, unless terminated earlier by either Party in accordance with the provisions of this Healthcare Services Agreement.
- 5.2 Termination of this Healthcare Services Agreement, howsoever arising, shall be without prejudice to: (i) any accrued rights, liabilities or remedies arising under this Healthcare Services Agreement or at law; and (ii) any provision in this Healthcare Services Agreement which expressly or by implication is intended to survive termination.
- 5.3 If a Member is receiving Services from a Facility on the date that this Healthcare Services Agreement is terminated, the Facility shall continue to provide such Services and such other Services as are necessary or are in the best interests of the Member until the earlier of completion of the Member's Treatment, or the Member is safely transferred to another hospital of Bupa's choice. Any Services provided to a Member during this further period shall be provided in accordance with the provisions of this Healthcare Services Agreement. The Provider shall be entitled to invoice Bupa for that part of such Member's Treatment which would have been Covered Treatment had this Healthcare Services Agreement been continuing and in full force and effect and Bupa shall settle such invoice notwithstanding the termination of this Healthcare Services Agreement.

6 Entire Agreement

- 6.1 This Healthcare Services Agreement constitutes the whole and only agreement between the Parties relating to the subject matter of this Healthcare Services Agreement and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, except to the extent that such prior agreements are expressed to continue to apply (for example, in respect of the treatment of Members which may have commenced under the terms of such prior agreement) and without prejudice to any antecedent breaches under such prior agreements. Nothing in this Clause 6.1 shall prevent the Parties from entering into Other Agreements.
- 6.2 Other than as expressly contemplated by this Healthcare Services Agreement, this Healthcare Services Agreement may only be varied or amended in accordance with the Change Control Rules.
- 6.3 If any provision of this Healthcare Services Agreement is or becomes illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability of any other provision of this Healthcare Services Agreement.

7 Governing Law and jurisdiction

- 7.1 This Healthcare Services Agreement is to be governed by and construed in accordance with English law.
- 7.2 Subject to the provisions of the Disputes Rules, the courts of England are to have exclusive jurisdiction to commence and/or settle any dispute arising out of or in connection with this Healthcare Services Agreement. This Clause 7 is not concluded for the benefit of any particular Party.

This Healthcare Services Agreement is entered into by the Parties on:

Signed by)
)
)
for and on behalf of **Bupa Insurance
Services Limited**

Signed by)
)
)
for and on behalf of **The Provider**

SCHEDULE 1

Recognition Status / Facilities and Services

1 The Provider (these details will be used for Notices under this Healthcare Services Agreement)

Provider Name (Legal Name)
Company Registration Number
Registered Address 1
Registered Address 2
Town
County
Postcode

2 Term of the Healthcare Services Agreement

Start Date 01/02/2022
End Date 31/01/2025

3 The Rules (including versions) applicable to this Healthcare Services Agreement

Rules	Version of the relevant Rules applicable to this Healthcare Services Agreement
The Recognition and General Terms Rules	Version 1.0
The Services and Charges Rules	Version 1.0
The Clinical Quality Rules	Version 1.0
The Pre-Authorisation Rules	Version 1.0
The Billing and Payment Rules	Version 1.0
The Disputes Rules	Version 1.0
The Performance Management Rules	Version 1.0
The Change Control Rules	Version 1.0
The Definitions Rules	Version 1.0

4 Provider Main Contact Details (Provider Representative)

Title
Forename(s)
Surname
Address 1
Address 2
Town
County
Postcode
Telephone Number
Email address

5 Provider Contact Details (Provider Senior Representative)

Title
Forename(s)
Surname
Address 1
Address 2
Town
County
Postcode
Telephone Number
Email address

6 Provider Contact Details (Commercial Director)

Title
Forename(s)
Surname
Address 1
Address 2
Town
County
Postcode
Telephone Number
Email address

7 Bupa Contact Details (Bupa Commissioning Manager)

Name	As set out in your main hospital service agreement with Bupa
Address 1	Bupa Hospital Management
Address 2	Bupa Place, 102 The Quays, Salford Quays
Town	Salford
County	Greater Manchester
Postcode	M50 3SP
Telephone Number	0345 600 5220
Email address	hospital-management@bupa.com

8 Bupa Contact Details (Head of Hospital Management)

Title	Mr
Forename(s)	John
Surname	Crompton
Address 1	Willow House
Address 2	Chertsey Lane
Town	Staines
County	Berkshire
Postcode	TW18 3DZ
Email address	john.crompton@bupa.com

9 Bupa Contact Details (Bupa Director)

Title	Mr
Forename(s)	James
Surname	Sherwood
Address 1	Willow House
Address 2	Pine Trees, Chertsey Lane
Town	Staines
County	Berkshire
Postcode	TW18 3DZ

10 Categories of Members covered by this Healthcare Services Agreement

The categories of Members covered by this Healthcare Services Agreement are the Members that may access the Bupa Endoscopy Network.

SCHEDULE 1 – Appendix 1 – Facilities and Services

Facility	Bupa Provider Number	JAG status: (Fully JAG Accredited/ Registered with the Royal College of Physicians as working towards the JAG Accreditation).

SCHEDULE 2

Charges

The Charges for each Service in Table 1, 1.1, 1.2,1.3 and 2 will be payable at the higher level as set out in tables 1,1.1,1.2,1.3 and 2 below, if the Facility has achieved JAG Accreditation by the start date of this Healthcare Services Agreement (“**JAG Rate**”). If the Facility has not achieved JAG accreditation by the start date of this Healthcare Services Agreement, and/or from the point the Facility loses its JAG Accreditation, then the Charges will be payable at the lower level as set out in tables 1,1.1, 1.2, 1.3 and 2 below (as applicable) (“**Non-JAG Rate**”).

For the purposes of Tables 1, 1.1,1.2,1.3, 2 and 3, Facilities within the North-South circular are classed as ‘Central London’ and Facilities within the M25 are classed as ‘Outer London’

The Services are the procedures listed in Tables 1, 1.1, 1.2, 1.3, 2 and 3 below, and such procedures shall be Fixed Price Packages for the purposes of paragraph 7 of the Services and Charges Rules.

The Provider may at any time submit a Change Order Form (in accordance with Paragraph 3 of the Change Control Rules) together with evidence that a Facility has achieved JAG Accreditation, in order to request that that Facility can charge the JAG Rate. Bupa will review the draft Change Order Form and, if satisfactory evidence that the Facility has obtained JAG accreditation has been provided, update the JAG Accreditation status of each Facility effective from the date the change order request was sent to Bupa.

Endoscopy: 1st February 2022 to 31st January 2025

Table 1

CCSD code	Description	JAG Rate			Non-JAG Rate		
		Band A	Band B	Band C	Band A	Band B	Band C
		UK (£)	Outer London (£)	Central London (£)	UK (£)	Outer London (£)	Central London (£)
G6500	Diagnostic oesophago-gastro-duodenoscopy (OGD) includes forceps biopsy, biopsy urease test and dye spray	600	714	774	480	571	619
H2002	Diagnostic colonoscopy, includes forceps biopsy of colon and ileum	875	1041	1129	700	833	903
H2502	Diagnostic flexible sigmoidoscopy (including forceps biopsy and proctoscopy)	600	714	774	480	571	619

Table 1.1**1st February 2022 to 31st January 2023**

CCSD code	Description	JAG Rate			Non-JAG Rate		
		Band A	Band B	Band C	Band A	Band B	Band C
		UK (£)	Outer London (£)	Central London (£)	UK (£)	Outer London (£)	Central London (£)
G8082	Diagnostic oesophago-gastro-duodenoscopy (OGD) and immediate colonoscopy includes forceps biopsy, biopsy urease test and dye spray (as sole procedure)	1470	1750	1895	1175	1400	1517

Table 1.2**1st February 2023 to 31st January 2024**

CCSD code	Description	Band A	Band B	Band C	Band A	Band B	Band C
		UK (£)	Outer London (£)	Central London (£)	UK (£)	Outer London (£)	Central London (£)
		G8082	Diagnostic oesophago-gastro-duodenoscopy (OGD) and immediate colonoscopy includes forceps biopsy, biopsy urease test and dye spray (as sole procedure)	1365	1625	1761	1092

Table 1.3**1st February 2024 to 31st January 2025**

CCSD code	Description	Band A	Band B	Band C		Band A	Band B	Band C
		UK (£)	Outer London (£)	Central London (£)		UK (£)	Outer London (£)	Central London (£)
G8082	Diagnostic oesophago-gastro-duodenoscopy (OGD) and immediate colonoscopy includes forceps biopsy, biopsy urease test and dye spray (as sole procedure)	1260	1500	1625		1008	1200	1300

Table 2**1st February 2022 to 31st January 2025**

CCSD code	Description	JAG Rate			Non-JAG Rate		
		Band A	Band B	Band C	Band A	Band B	Band C
		UK (£)	Outer London (£)	Central London (£)	UK (£)	Outer London (£)	Central London (£)
G4430	Therapeutic oesophago-gastro-duodenoscopy (OGD) with dilatation	660	785	851	528	628	681
G8083	Therapeutic oesophago-gastro-duodenoscopy (OGD) and immediate colonoscopy includes forceps biopsies, biopsy test and dye spray (as sole procedure)	1386	1649	1788	1109	1320	1431
H2003	Therapeutic colonoscopy with snare loop biopsy or excision of lesion	963	1146	1242	770	916	993
H2503	Therapeutic sigmoidoscopy with snare loop biopsy or excision of lesion	660	785	851	528	628	681

Capsule Endoscopy : 1st February 2022 to 31st January 2025**Table 3**

CCSD code	Description	Band A	Band B	Band C
		UK (£)	Outer London (£)	Central London (£)
G8080	Small Bowel Capsule Endoscopy	800	950	1030
G8081	Upper GI Capsule Endoscopy	800	950	1030

SCHEDULE 3

Variations to the Rules

The Parties have agreed that from the Start Date the variations set out below shall be made to the Rules as they apply to this Healthcare Services Agreement.

THE PROVIDER RECOGNITION AND GENERAL TERMS RULES

Paragraph 1.4 of the Provider Recognition and General Terms Rules shall be deleted in its entirety and shall not apply to this Healthcare Services Agreement.

Paragraph 3.2(D) of the Provider Recognition and General Terms Rules shall be amended as follows:

“3.2(D) to a Member where such confidential information relates to a Member or to the operator of a Scheme where such confidential information relates to the Scheme;”

Paragraph 3.2(I) of the Provider Recognition and General Terms Rules shall be amended as follows:

“3.2 (I) if the party is Bupa, for the disclosure of pricing information to a third party either (i) requiring pricing information on a Scheme, but solely to the extent required for the third party to consider proposals by Bupa or Bupa Insurance for a Scheme or (ii) operating a Scheme, but solely to the extent required by the third party to operate such Scheme, in each case subject to equivalent confidentiality obligations being obtained from such third party by Bupa;”

Paragraph 4 shall be deleted and replaced with the following:

4. Data Protection

- 4.1 Each Party shall comply, and shall procure (insofar as it is lawfully able to do so) that each member of their Group shall comply, in each case, 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 it processes any such Member Data.
- 4.2 Subject to paragraph 4.3, a Party (the “**Data Requestor**”) may request that the other Party discloses Member Data so as to allow the Data Requestor to exercise its rights or comply with its obligations under the Healthcare Services Agreement or in the case of Bupa to manage claims made by Members or administer the Schemes.
- 4.3 Where a Party (the “**Conflicted Party**”), acting reasonably, believes that disclosing Member Data under paragraph 4.2 would result in a breach of Data Protection Law, the Conflicted Party shall:
 - (a) notify the Data Requestor of this fact as soon as reasonably practicable, in no event later than 7 days, giving details of the reason(s) why it believes a disclosure under paragraph 4.2 would cause it 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 furnish the Data Requestor with 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 the Data Requestor under paragraph 4.2 and/or providing alternative or additional information suited to achieving the purpose).

- 4.4 The Parties agree and acknowledge that for the purposes of this paragraph 4: (i) the Party disclosing Member Data shall ensure that it has a lawful basis for disclosing Member Data in accordance with Data Protection Law; and (ii) in respect of any Member Data that is disclosed, (“**Disclosed Member Data**”) that the Data Requestor, in receiving the Disclosed Member Data, is a separate and independent data controller in respect of the Disclosed Member Data.

Paragraph 5.1 of the Provider Recognition and General Terms Rules shall be deleted in its entirety.

In the case of non-NHS Providers, Paragraph 5.1 shall be replaced with the following:

“5.1 The Provider shall arrange, maintain, and be responsible for paying the cost (including premium) of, during the term of the Healthcare Services Agreement between the Provider and Bupa, and for a period of six years following termination of that agreement, the following insurances with reputable insurers (“**Insurances**”):

- (A) employers’ liability insurance cover for a minimum of £5,000,000 (five million pounds sterling) per claim;
- (B) medical malpractice insurance cover for a minimum of £10,000,000 (ten million pounds sterling) per claim;
- (C) public liability (including product liability) insurance cover for a minimum of £5,000,000 (five million pounds sterling) for each occurrence; and
- (D) such other insurances as are required by law.”

In the case of NHS providers only, Paragraph 5.1 shall be replaced with the following:

“5.1 The Provider warrants to Bupa that

- (A) the Provider is a member of the following NHS risk pooling arrangements:
 - (i) the Clinical Negligence Scheme for Trusts (CNST); and
 - (ii) the Risk Pooling Scheme for Trusts (RPST), comprising the Property Expenses Scheme (PES) and Liability to Third Parties Scheme (LTPS);
- (B) the activities of the facilities recognised under this Agreement are covered under both of those schemes; and
- (C) at the date of this Agreement the Provider is, and each Facility is, able to meet the obligations and cover the potential liabilities the Provider has assumed in entering into this Agreement.”

In the event that the Trust ceases to be a member of either the CNST or the RPST, or purchases commercial ‘top-up’ insurance in addition to its membership of the CNST and RPST, then the Trust will promptly inform Bupa of that fact and provide Bupa with details of the arrangements the Trust has made to ensure the Trust continues to be able to meet its potential liabilities under this Agreement.”

THE SERVICES AND CHARGES RULES

Paragraphs 2 and 3 (inclusive) of the Services and Charges Rules shall be deleted and shall not apply to this Healthcare Services Agreement, save that:

- (a) the following section of Paragraph 2 shall remain and shall apply to this Healthcare

Services Agreement:

“Day-Patients

Any Member treated in a Facility as a Day-Patient requiring a surgical procedure shall be accommodated in either a single room or Day-Patient ward as Clinically Appropriate for their care. Each Facility shall accommodate a Day-Patient not requiring a surgical procedure in the Facility’s Day-Patient area. Where this is not possible, the patient shall be allocated an In-Patient room (at no extra charge) providing all those services as set out above in Paragraphs (a) to (g) above”; and

- (b) the final paragraph of Paragraph 3 reading “each Facility shall ensure that appropriate catering facilities are available to Members being treated as Out-patients or Day-Patients, including access to drinks and light refreshments as required” shall remain and shall apply to this Healthcare Services Agreement.

THE CLINICAL QUALITY RULES

A new Paragraph 1.4 (Management of Care) shall be added as follows:

“1.4 Each Facility must either:

- (a) maintain Joint Advisory Group (“**JAG**”) accreditation, and provide evidence of this to Bupa promptly on request (and when applying for a change in the applicable Charges); or,
- (b) if agreed by Bupa, be registered with the Royal College of Physicians as in the process of obtaining such JAG accreditation and provide evidence of this to Bupa promptly on request;

Where 1.4(a) applies, the Provider shall notify Bupa as soon as practicable in the event that any Facility loses its JAG accreditation.

Key Performance Indicators

Further, the Provider shall collect quality and service key performance indicators (KPIs) relating specifically to all Bupa Members unless specified who have been provided with the Services by the Provider under this Endoscopy Healthcare Services Agreement, as set out in the table below. The Provider will provide Bupa with a summary of this information for all Members treated under this Endoscopy Healthcare Services Agreement for the previous 12 month period on request. This may be requested by Bupa on an annual basis, or more frequently where serious concerns have been raised. This will be submitted to Bupa using an online format to be agreed with the Provider (and failing such agreement it shall be submitted by email) and shall constitute the following information:

Key performance indicator	Description	Frequency of Reporting	Target
GRS data	Confirmation that GRS data has been successfully submitted to JAG	Annually	Confirmation given to Bupa
General	Number of Never events (as published by NHS England)	On request	Number reported
	Adverse clinical incidents	On request	Number of adverse clinical incidents or near misses resulting in severe harm or death as per NHS definitions.
	Number of complaints received	On request	Number reported
	Audits - Evidence of audit of pathways by facility with evidence of outcome and improvements when required	On request	Audit information and outcome information
	% of Failed endoscopy due to inadequate bowel preparation	On request	Percentage of
	% of Failed endoscopy due to medical complications	On request	Percentage of
	% of Failed endoscopy due to failed biopsy	On request	Percentage of
Capsule Endoscopy	Percentage of patients having a small bowel Capsule Endoscopy post Gastroscopy/ Colonoscopy	Annually where applicable	Percentage of
	Percentage of patients having an Upper GI CE and Gastroscopy	Annually where applicable	Percentage of

The Provider must notify Bupa as soon as practicable in the event that the Facility is formally notified that its JAG Accreditation has not or will not be awarded within the usual timeframes or that it falls into the category of "accreditation not awarded". Bupa reserves the right to remove such facilities from the network, if a Provider is not or will not be working to achieve the JAG Accreditation following their assessment outcome.

Bupa reserves the right to advise Members which Consultants work in units that are fully JAG Accredited.

Failure to comply with this paragraph 1.4 will be considered a material breach for the purposes of paragraph 1.5(B) of the Provider Recognition and General Terms Rules."

Paragraph 2.2(c) shall be deleted and shall not apply to this Healthcare Services Agreement. The following words at the end of Paragraph 2.2 shall also be deleted and shall not apply to this Healthcare Services Agreement: “As an alternative to 2.2 (c) the Provider shall procure that this information is provided directly to Bupa from the third party responsible for collecting PROMs data for the Hellenic programme. Bupa will not share this data with other providers”. Paragraph 1.3(h)(i) shall be amended so the words “if appropriate” are added to the end of that Paragraph.

New Paragraph 2.3 shall be added as follows:

“2.3 All data submitted to PHIN relating to this Agreement must be correct and submitted on time in respect of every reporting period.

THE PERFORMANCE MANAGEMENT RULES

The Provider’s performance under this Healthcare Services Agreement shall be managed as part of the wider performance management process set out in the Main Healthcare Services Agreement entered into between Bupa and the Provider and the Provider agrees that Bupa shall be entitled to use the provisions of that Main Healthcare Services Agreement (including the audit provisions).in managing its performance under this Agreement.

THE DEFINITIONS RULES

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); UK GDPR; 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,
- (d) and references to “Data Controller/Controller”, “Data Subject”, “Personal Data”, “Process”, “Processed”, “Processing”, and “Data Processor/Processor” shall have the meanings set out in and will be interpreted in accordance with the relevant Data Protection Laws;
- (e) The definitions of “Member” and “Scheme” will be amended so that they are consistent with those set out in Clause 1 of the Healthcare Services Agreement.”

“**JAG Accreditation**” means full accreditation awarded by the Joint Advisory Group on GI Endoscopy (not Level 1 accreditation or deferred accreditation).