
Healthcare Services Agreement

CT (Computed Tomography) Services – Out-Patient

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 7HJ (“**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 CT Network**” means Bupa’s networks 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, as set out in Appendix 1 of 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 date on which this Healthcare Services Agreement expires, which shall be the date set out in paragraph 2 of 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 Appendix 1 of 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 Facilities 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, the primary purpose of which is to provide for the payment of the cost of Treatment received by beneficiaries of the Scheme and which is administered 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 medical expenses incurred by 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 Appendix 1 of 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) health insurance schemes, health trust schemes, or schemes for which the primary purpose is to provide for the payment of the cost of Treatment received by beneficiaries of the schemes, in each case administered 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 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 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;

“**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 Appendix 1 of 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 the Quality Assessment Information provided to Bupa for the purposes of considering whether 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 assessment 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.

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	1 October 2023
End Date	30 September 2026

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

Rules	Version of the relevant Rules applicable to this Healthcare Services Agreement as appearing on Providers Online on the date of this 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)

Title	As set out in your full-service hospital agreement with Bupa
Forename(s)	Bupa Hospital Management
Surname	Bupa Place, 102 The Quays
Address 1	Salford Quays
Address 2	Greater Manchester
Postcode	M50 3SP
Telephone Number	0345 600 5422
Email address	Hospital-management@bupa.com

8 Bupa Contact Details (Bupa Senior Commissioning Manager)

Title	As set out in your full-service hospital agreement with Bupa
Forename(s)	Bupa Hospital Management
Surname	Bupa Place, 102 The Quays
Address 1	Salford Quays
Address 2	Greater Manchester
Postcode	M50 3SP
Telephone Number	0345 600 5422
Email address	Hospital-management@bupa.com

9 Bupa Contact Details (Director of Provider Management)

Title	Mr
Forename(s)	James
Surname	Sherwood
Address 1	Willow House
Address 2	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 CT Network.

SCHEDULE 1

Appendix 1

Categories of CT Scans and Facilities

The Services shall be Computed Tomography Scans (“**CT Scans**”) which shall be divided into the following categories:

(1) CT Scan (routine CT)

A CT scan means a series of cross sectional images of the body, produced when a computer processes data acquired x-rays taken from different angles. The test may involve injection of a radio-opaque contrast medium into the circulatory system of the body, or introduction into other space within the body.

(2) CT Angiography Scan (specialist CT Scan)

Use of a CT scanner to produce contrast-enhanced images of the arteries and veins of the body. Body areas should be charged on a per part basis. Imaging of different vascular phases (e.g. arterial and or venous) may not be charged separately.

(3) CT Colonography

CT Colonography shall use a CT scanner and post processing to produce images of a gas-filled colon and rectum.

(4) CT Coronary Angiography Scan (CTCA)

Use of a CT scanner to produce contrast enhanced images of the heart primarily to assess the coronary arteries. A calcium score performed prior to the CTCA is considered to be an essential element of the CTCA.

(5) CT Arthrography Scan (specialist CT Scan)

CT Arthrography shall use a CT scanner to produce images of a joint following the injection of a contrast medium into the joint space.

(6) Calcium Score

Use of a CT scanner to screen the coronary arteries of the heart to assess calcium levels prior to a CTCA. A calcium scoring scan is ineligible for funding if used for screening in isolation.

(7) CT of the coronary arteries (CTCA) with Fractional Flow Reserve (FFR) calculation

A CT Scan of the coronary arteries (CTCA)* on the same day or as requested by the referring consultant and transfer to and Fractional Flow Reserve (FFR) calculation by 3rd party.

The following table shows the category of CT Scan that the Provider's Facilities are recognised to provide to Members. For facilities offering cardiac CT these scans will be performed in accordance with published guidelines as defined by British Society of cardiovascular imaging (BSCI)

Hospital/Clinic	Provider Number	IM005	IM006	IM007	IM008	IM017	IM018	IM019	IM020	IM021	IM022	IM024	IM364

Please note that CT Scans are treated as Diagnostic Tests under the Services and Charges Rules. For further information please refer to the Services and Charges Rules.

**Appendix 2
Invoicing Codes**

It is a condition of this Healthcare Services Agreement that the Provider provides, and continues to provide where they are changed, a list of the service codes and descriptions that will be used in invoices, so that Bupa can map those codes against the applicable Bupa specific CT codes that Bupa use for invoice screening and processing. A list of these codes is set out below. If any of the codes used by the Provider are changed, the Provider agrees to notify Bupa of the replacement code otherwise Bupa will be unable to process the affected invoices.

Bupa Code	Your Service Code	Your description
IM005		
IM006		
IM007		
IM008		
IM024		
IM017		
IM018		
IM019		
IM020		
IM021		
IM022		
IM364		

SCHEDULE 2

Appendix 1 – The Charges

The Charges for the Services under this Healthcare Services Agreement are as follows:

Code	Description	YEAR 1 01/10/23 - 30/09/24		
		Rest of UK	Outer London	Central London
IM005	Inclusive charges for out-patient CT scan - 1 body part	£335.00	£402.00	£433.00
IM006	Inclusive charges for out-patient CT scan - 2 body parts	£381.00	£464.00	£494.00
IM007	Inclusive charges for out-patient CT scan - 3 body parts	£433.00	£515.00	£556.00
IM008	Inclusive charges for out-patient CT scan - 4 body parts	£474.00	£577.00	£618.00
IM024	Out-patient CT scan - Calcium Scoring	£319.00	£380.00	£412.00
IM017	Out-patient CT scan - CTCA (including Calcium Scoring)	£466.00	£554.00	£600.00
IM018	Out-patient CT scan - Colonography	£381.00	£453.00	£491.00
IM019	Out-patient CT scan - Angiogram (blood vessels) (1 part)	£361.00	£430.00	£466.00
IM020	Out-patient CT scan - Angiogram (blood vessels) (2 parts)	£412.00	£490.00	£531.00
IM021	Out-patient CT scan - Angiogram (blood vessels) (3+ parts)	£464.00	£552.00	£597.00
IM022	Out-patient CT scan - Arthrography	£354.00	£453.00	£491.00
IM064	CT of the coronary arteries (CTCA) with Fractional Flow Reserve (FFR) calculation*	£1,393.00	£1,481.00	£1,527.00

		YEARS 2 & 3 01/10/24 - 30/09/26		
Code	Description	Rest of UK	Outer London	Central London
IM005	Inclusive charges for out-patient CT scan - 1 body part	£338.00	£406.00	£437.00
IM006	Inclusive charges for out-patient CT scan - 2 body parts	£385.00	£469.00	£499.00
IM007	Inclusive charges for out-patient CT scan - 3 body parts	£437.00	£520.00	£562.00
IM008	Inclusive charges for out-patient CT scan - 4 body parts	£479.00	£583.00	£624.00
IM024	Out-patient CT scan - Calcium Scoring	£322.00	£384.00	£416.00
IM017	Out-patient CT scan - CTCA (including Calcium Scoring)	£471.00	£560.00	£606.00
IM018	Out-patient CT scan - Colonography	£385.00	£458.00	£496.00
IM019	Out-patient CT scan - Angiogram (blood vessels) (1 part)	£365.00	£434.00	£471.00
IM020	Out-patient CT scan - Angiogram (blood vessels) (2 parts)	£416.00	£495.00	£536.00
IM021	Out-patient CT scan - Angiogram (blood vessels) (3+ parts)	£469.00	£558.00	£603.00
IM022	Out-patient CT scan - Arthrography	£358.00	£458.00	£496.00
IM064	CT of the coronary arteries (CTCA) with Fractional Flow Reserve (FFR) calculation*	£1,407.00	£1,496.00	£1,542.00

* If a competitor to Heartflow enters the market with a more competitive price, Bupa may review the Charges for IM364 in order to align these Charges with those charged by this 3rd party competitor. Bupa will notify the Provider of any proposed changes to the Charges and the Parties will discuss Bupa's proposal in good faith to mutually agree revised Charges.

CCSD CODE	DESCRIPTION	INCLUDED IN CHARGE
IM005	Inclusive charges for out-patient CT scan - 1 body part	<p>A one part body scan must include all areas needed to view the required body area, additional areas captured do not count as an extra body part, (e.g. partial visualisation of the upper abdomen in a CT chest in order to ensure complete coverage of lungs shall not be counted as an additional part). For example, the following are one part of the body:</p> <ul style="list-style-type: none"> • Head - from vertex to base of skull (IAMs, mandible etc can be charged as additional part provided all skull is imaged and there is clinical rationale for scanning both) • Neck - base of skull to supraclavicular fossa • Thorax - from vocal cords to diaphragm (including lungs from apex to base) • Abdomen - from diaphragm to iliac crests (bifurcation of aorta) • Pelvis - from iliac crests to pubis • Upper limbs (one part per side but would need valid clinical rationale for bilateral) • Lower limbs (one part per side but would need valid clinical rationale for bilateral) • Each joint, including bilateral –(one joint one part but would need clinical rationale for more than one joint) • Spine - any spinal scan according to area of interest including 1 vertebrae above and below, eg cervical spine C1 to T1. The cervical, thoracic, lumbar and sacral when completely visualised may be billed as separate areas. <p>CT Myelogram – any imaging of spinal levels would be included within pricing e.g. C1 plus L2 would not constitute separate billing</p> <p>The whole scan volume must be reviewed and reported.</p>
IM006	Inclusive charges for out-patient CT scan - 2 body parts	Any two of the above performed on the same day or as requested by the referring consultant
IM007	Inclusive charges for out-patient CT scan - 3 body parts	Any three of the above performed on the same day or as requested by the referring consultant
IM008	Inclusive charges for out-patient CT scan - 4 body parts	Any four or more of the above performed on the same day or as requested by the referring consultant
IM364	CT of the coronary arteries (CTCA) with Fractional Flow Reserve (FFR) calculation	A CT Scan of the coronary arteries (CTCA)* on the same day or as requested by the referring consultant and transfer to and Fractional Flow Reserve (FFR) calculation by 3 rd party.
INCLUDED IN CHARGES FOR ALL CT CODES:		
1	Any required oral, intra-luminal, intravenous or intra-articular contrast and the cost of administration of this contrast (including any consumables, additional imaging, facility or labour costs).	
2	Any pre or intra-procedural medication (including sedation or peri-procedural intravenous fluid delivered for the purposes of the examination) and cost of the administration of this medication or bowel preparation required for the examination, including consumables, facilities and labour costs. For example, CT arthrography includes fluoroscopy or Ultrasound to guide the needle.	
3	Any consumables or extra equipment used during the examination, any cardiac or other monitoring and any patient supervision required during the time in the radiology department.	

4	Partial or complete coverage of an additional body area to ensure complete coverage of the clinically required body area (e.g. partial visualisation of the upper abdomen in a CTPA in order to ensure complete coverage of pulmonary vasculature, or visualisation of a shoulder joint in a CT chest) shall not be counted as an additional part. The following do not constitute an additional part: multiplanar imaging (e.g. axial, sagittal, coronal or obliques), reconstructions or any post processing or post contrast images.
5	The post-processing, reformatting and storage and where required electronic or physical transfer of the complete scan volume. Where requested any reproduction of the image including but not limited to CD, film etc
6	Reporting of the CT Scan, whether single or double reported, and any subsequent second opinions or multidisciplinary discussions required. The report must be provided by a Radiologist (or Cardiologist or Radiologist in the case of CTCA) and must reflect the requirements of the referring clinician.
7	The services provided by Radiologists or Cardiologists or any other personnel involved in producing a reported scan, including attendance at, and/or contribution to, Multi Disciplinary Team meetings where appropriate.

Notes: Facilities within the North-South circular are classed as 'Central London'. Facilities within the M25 are classed as 'Outer London'. The Charges shall be the same for paediatric and adult patients. Where multiple body parts are scanned in the same day they shall be charged in accordance with Paragraph 23 of the Services and Charges Rules.

SCHEDULE 3

Variations to the Rules

The Parties have agreed that from the Start Date (i) the variations to the Provider Recognition and General Terms Rules and the variation to the definition of “Member” and “Schemes” in the Definition Rules set out below shall be made to this Healthcare Services Agreement and all Other Agreements ; and (ii) the variations shall be made to the balance of 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 is 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 Healthcare Services 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 Healthcare Services Agreement.

In the event that the Provider 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 Provider will promptly inform Bupa of that fact and provide Bupa with details of the arrangements the Provider has made to ensure the Provider continues to be able to meet its potential liabilities under this Healthcare Services

Agreement.”

THE SERVICES AND CHARGES RULES

Paragraphs 2, 3, 7 to 21 (inclusive), and 24 to 28 (inclusive) of the Services and Charges Rules shall be deleted and shall not apply to this Healthcare Services Agreement, save that 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

The Clinical Quality Rules shall be amended as follows: The following new Paragraphs will be added at the end of Paragraph 1:

1. The Provider shall ensure that each Facility provides the Services in compliance with Good Clinical Practice and with all necessary statutory or legal requirements, including as regulated by The Medicines and Healthcare Products Regulatory Agency (MHRA) and the Care Quality Commission or equivalent regulator in the UK and other applicable health and safety regulations. In the event that Bupa is of the view that the Provider is not complying with these standards, the Provider shall rectify shortfalls relative to the relevant national minimum standards in accordance with the timescales and remediation plan stipulated by Bupa.
2. The Provider shall ensure that the Services are only provided to Members where it is Clinically Appropriate and necessary to do so.
3. Each Facility shall co-operate with Bupa’s programmes to monitor and evaluate CT Services provided to Members, including, but not limited to, utilisation management, quality assurance review and grievance procedures. For the purposes of these programmes the Facility, subject to appropriate supervision from its staff and with the consent of the Member and referring Consultant, shall permit Bupa staff to visit the Facility and/or Members in the Facility.
4. All relevant areas of current legislation should be covered by policies and procedures for each individual Facility.
5. The Provider must provide to Bupa on request evidence of maintenance and servicing of all equipment used to provide the Services in line with the equipment manufacturer’s recommendations for CT.
6. Each Facility shall, to the extent that it is reasonably able, implement clinical protocols and care pathways based upon evidence-based practice and encourage Consultants to practise within such guidelines
7. Each Facility will undertake regular measurement of image quality and provide evidence of the quality checking programme in place.
8. These Clinical Quality Rules apply to all Facilities, including any Facilities that utilise mobile scanning equipment as listed in Schedule 2 of the Healthcare Services Agreement. The Provider will only be recognised for the use of mobile scanning equipment at a Facility with Bupa’s express agreement, which will be specified in Schedule 2 of the Healthcare Services Agreement. Each mobile scanning Facility must also have robust arrangements in place for emergencies when contrast is administered as part of a CT Scan.
9. The Provider must provide to Bupa on request (such request to not be made more than one a year) evidence of maintenance and servicing of all equipment used to provide the Services in line with the equipment manufacturer’s recommendations.

10. The Provider must ensure that all equipment used to provide the Services is subject to regular and appropriate quality assurance checks carried out at the frequency advised by the equipment manufacturer.
11. Each Facility guarantees to provide the Services, including review of referral and provision of the relevant CT scan within 2 Business Days of a Member's request, or as soon as possible where clinically required. This obligation will not apply where the Member requests to delay the Services to a convenient time.
12. Where Facilities that utilise mobile scanning equipment to deliver the Services are unable to meet the 2 Business Day requirement set out above, this period will be extended to no later than 5 Business Days of a Member's request. Bupa reserves the right to audit on mobile scanning facilities.
13. The interpretation and reporting of CT Scans does not need to take place at a Facility provided that:
 - (a) any Service that includes off-site or outsourcing of imaging is expressly agreed to by Bupa in writing in advance (such agreement to be obtained from the Bupa Commissioning Manager named in Schedule 1);
 - (b) these Clinical Quality Rules are complied with at all times;
 - (c) the reporting takes place within the United Kingdom and no patient information, including the scan image, is sent outside the United Kingdom; and
 - (d) the reporting radiologist (or cardiologist) has access to the relevant previous imaging, other test results and clinical information where required in order to report fully and, where relevant, an understanding of local clinical pathways and ability to contribute to MDT/other clinical discussion if necessary.
14. The report and images generated pursuant to providing the Services must be delivered electronically or via CD to the hospital or Consultant who requested the CT Scan within 2 Business Days of providing the Services. This obligation will not apply if separate arrangements have been agreed in writing between the Provider and Bupa for specific mobile scanning Facilities.
15. Unplanned equipment downtime per Facility shall not exceed five days per annum.

Clinicians

16. Any action which results in a Radiologist's/ Cardiologist's practice at the Facility being terminated or any element of their practice restricted must be reported in writing to clinical quality and governance team at clinicalqualitygovernance@bupa.com at the time of becoming aware. All reports which may have been affected must be reviewed by a nominated specialist. This will be at no additional cost to Bupa.
17. Each CT Scan must be interpreted, and a report prepared, by a radiologist (or a cardiologist in the case of CTCA CMR) who has relevant training and experience in interpreting and reporting on I Scans similar in nature to the CT Scan in question.
18. Each Radiologist and Cardiologist involved in providing the Services must:
 - (a) be recognised by Bupa for providing those Services or hold a substantive NHS consultant post;
 - (b) hold a current General Medical Council (GMC) licence and be listed on the specialist register with no previous hearings or investigations recorded against them. If a radiologist or cardiologist has previously been the subject of a hearing or investigation, then the Provider must obtain Bupa's consent before the radiologist or cardiologist can provide Services under this Healthcare Services Agreement;
 - (c) hold a certificate of completion of training issued by the GMC;

- (d) have current indemnity insurance up to the amount advised by the professional or regulatory body;
- (e) have relevant training and experience in interpreting and reporting on CT Scans similar in nature to the CT Scan in question;
- (f) have evidence of satisfactory whole practice appraisal and revalidation including assessment of on-going professional training and development relevant to CT and
- (g) only work within their GMC scope of practise when providing the Services to Members.

20. Each Radiographer involved in providing the Services must:

- (a) hold relevant qualifications required by Health and Care Professions Council
- (b) be registered with the Health and Care Professions Council; and
- (c) have evidence of ongoing professional training and development relevant to CT

Paragraph 2.2(a) shall be deleted in its entirety.

Appendix A shall be deleted in its entirety and be replaced by the following:

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 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 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:

Indicator	Description	Frequency of reporting
CT scans	<ul style="list-style-type: none"> • Confirmation that a minimum of total 50 scans have been performed at each Facility within the last 12 months. 	<ul style="list-style-type: none"> • On request
*Cardiac CT	<ul style="list-style-type: none"> • Number of cardiac CT scans that have been performed at each facility within the last 12 months , for facilities providing cardiac CT services. 	<ul style="list-style-type: none"> • On request
Equipment and staffing	<ul style="list-style-type: none"> • Reasonable detail of equipment used; including make, model, age and staffing provided, including evidence of appropriate training and qualifications. 	<ul style="list-style-type: none"> • On request
Waiting time	<ul style="list-style-type: none"> • Average waiting time for appointments and report turnaround times 	<ul style="list-style-type: none"> • On request
Adverse clinical	<ul style="list-style-type: none"> • Number of adverse clinical incidents or near misses resulting in severe harm or 	<ul style="list-style-type: none"> • On request

incidents	death as per NHS definitions.	
Recall rates	<ul style="list-style-type: none"> Data on recall rates, failure rates and risk management 	<ul style="list-style-type: none"> On request
Patient satisfaction	<ul style="list-style-type: none"> Analysis of customer (patient) satisfaction for example 'NPS' 	<ul style="list-style-type: none"> On request
Unplanned down time	<ul style="list-style-type: none"> Number of days of unplanned equipment down time 	<ul style="list-style-type: none"> On request
Quality control	<ul style="list-style-type: none"> Frequency of equipment quality control checks 	<ul style="list-style-type: none"> On request
Image quality	<ul style="list-style-type: none"> Evidence of each Facility undertaking regular measurement of image quality as part of an overall quality checking programme. 	<ul style="list-style-type: none"> On request
Patient safety	<ul style="list-style-type: none"> Confirmation of patient safety standards in place, i.e. compliance with Safety Guidelines for CT Royal College of Radiologist quality standards for imaging 	<ul style="list-style-type: none"> On request
**Clinical appraisal	<ul style="list-style-type: none"> Confirmation that each radiologist or cardiologist involved in providing the Services at the Facility takes part in satisfactory appraisal of their whole practice (NHS and private) on an annual basis and that the Facility has received evidence of such appraisals* 	<ul style="list-style-type: none"> On request
Mandatory staff training	<ul style="list-style-type: none"> Annual mandatory training programmes have been undertaken by all staff 	<ul style="list-style-type: none"> On request
Continuing professional development	<ul style="list-style-type: none"> Assurance that CPD is in place for all relevant staff 	<ul style="list-style-type: none"> On request

* Cardiac CT is only relevant to Provider offering such services.

**Evidence of annual clinical appraisal which includes audit of reporting quality must be provided for each Radiologist and Cardiologist involved in providing the Services at the Facility. This must be carried out by a Radiologist or Cardiologist who is independent of the specific Facility. Where a Radiologist or Cardiologist holds a substantive NHS contract, proof of satisfactory NHS appraisal and audit within the previous 12 months is acceptable. Where no NHS post is held, the unit must arrange for annual appraisal of the

radiologist or cardiologist which includes an audit of a sample of reports (minimum 10%).

The KPI data will be used to identify where service or quality standards of the Service provided by the Facility do not meet those specified in this Healthcare Services Agreement. Where any such instances are identified, the Facility will be required to submit an action plan to address any failings to Bupa's satisfaction. Where satisfactory standards cannot be demonstrated this may result in the immediate removal of the Facility from the CT Network in accordance with Paragraph 1.5(B)(i) of the Provider Recognition and General Terms Rules.

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 Performance Management Rules of the set out in the main Healthcare Services Agreement entered into between Bupa and the Provider.

DEFINITIONS RULES

The following definition shall be added to "Part 1 – Definitions" of the Definitions Rules:

"CT Scan means a series of cross sectional images of the body created by computer processing of multiple x-ray images taken from different angles. The test may involve injecting a radio-opaque contrast into the circulation;"

"Data Protection Law means the following legislation to the extent applicable from time to time: (a) national laws implementing the Data Protection Directive (95/46/EC) and the Directive on Privacy and Electronic Communications (2002/58/EC); (b) the General Data Protection Regulation (2016/679) and any national law issued under that Regulation; and (c) any other similar national privacy law."

"Never Event means

- (i) Wrong site surgery, including wrong patient;
- (ii) Retained foreign object;
- (iii) Medication error resulting in death of a patient;
- (iv) Maladministration of potassium-containing solutions;
- (v) Wrong route administration of chemotherapy;
- (vi) Transfusion of ABO-incompatible blood components;
- (vii) In patient/resident suicide in hospital;
- (viii) Misplaced naso- or oro-gastric tubes;
- (ix) Patient death or serious disability associated with a fall;
- (x) Entrapment in bedrails;

- (xi) Maladministration of insulin;
- (xii) Wrong implant / Prosthesis;
- (xiii) Scalding;
- (xiv) Unintentional connection of a patient requiring oxygen to an air flow meter; and
- (xii) anything else reasonably considered to be a "Never Event" with reference to the applicable 'Never Event' list that is published by NHS Improvement at the time of the event."

"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."

"Serious Adverse Event means any untoward medical occurrence which results in death, hospitalisation, prolongation of existing hospitalisation, or persistent or significant disability or incapacity."

Paragraph (C) of the definitions of "Member" and "Schemes" shall be amended so that they are consistent with the definitions set out in Clause 1 of the Healthcare Services Agreement.