
Healthcare Services Agreement

- Ophthalmic 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:

“Application”	means the responses provided by the Provider using the online submission form;
“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 Ophthalmic Network”	means Bupa’s network for the Services;
“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 7AE
“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 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;
“Full Pathway”	has the meaning given in clause 3.1(A);

"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 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 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 and Application);
"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 Assurance Declaration "	means the Quality Assurance Declaration requested by Bupa and provided by the Provider as specified in the Healthcare Services Agreement which is set out; in Schedule 3 of the Application;
"Recognition Status"	means, in respect of each Facility, the status of the Facility as a Bupa recognised hospital or facility and a Full Pathway, Standard Pathway or Combined Full Pathway and Standard Pathway 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 paragraph 10 of 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: <ul style="list-style-type: none"> (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 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, on the basis of and inclusive of those elements of service described in the Services and Charges Rules, and " Service " shall be construed accordingly;
"Standard Pathway"	has the meaning given in clause 3.1(B);
"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.

2.3 Bupa reserve the right to promote Facilities offering the Full Pathway above those only offering the Standard Pathway. Bupa may also trial new package prices for ophthalmic services during the course of the network and may within the Term introduce new networks to support Bupa products and services. The terms for recognition within these networks will be governed by the network criteria at the time and this Healthcare Services Agreement does not guarantee recognition within any such networks.

3 Cataract Pathway

3.1 Appendix 1 to Schedule 1 sets out whether the Provider has entered into this Agreement on a Full Pathway basis, a Standard Pathway basis or a combination of Full Pathway and Standard Pathway bases.

(A) Full Pathway means Bupa will reimburse a Provider for a Fixed Price Package of Services in accordance with Part B of the Services and Charges Rules. The Fixed Price Package will cover a patient’s initial consultation, pre-operative tests, cataract surgery (including standard (monofocal) lens), and follow up consultations with a Consultant or Optometrist.

Providers will manage the cataract surgery care pathway and all associated costs including reimbursing consultants (which shall include both ophthalmologists and anaesthetists), setting remuneration and delivering the pathway in line with Royal College of Ophthalmologists guidelines and the requirements set out in Appendix 4 to Schedule 1. Fees charged by Full Pathway Ophthalmologists and Full Pathway Anaesthetists will be agreed and settled between the Facility and the Full Pathway Ophthalmologist and Full Pathway Anaesthetist.

- (B) Standard Pathway means Bupa will reimburse a Provider for a Surgical Procedure related to cataract surgery in accordance with Part B of the Services and Charges Rules.
- (C) A combination of Full Pathway and Standard Pathway means the Full Pathway Ophthalmologists and anaesthetists at a Facility will treat Members on a Full Pathway Basis and only if there is clear clinical rational that indicates the Member is unsuitable for the Full Pathway will Members transfer to the Standard Pathway. Consultants who are not a Participating Full Pathway consultant at a Facility will only be able to treat Members on a Standard Pathway basis.
- (D) If a Member is unsuitable for the Full Pathway and the Facility only offer the Full Pathway, the Member must be referred back to Bupa for Bupa to arrange onward referral to a Bupa Recognised Facility offering the Standard Pathway.

3.2 The Services, Charges and invoicing codes applicable to each of Full Pathway and Standard Pathway are set out in Schedules 1 and 2.

3.3 All Anaesthetists and Ophthalmologists who provide Services under this Healthcare Services Agreement must be recognised by Bupa for the provision of Treatment as part of the Services. Anaesthetists and Ophthalmologists who have agreed to provide such Treatment on a Full Pathway basis at one or more of the Facilities will be referred to as “**Full Pathway Anaesthetists**” and “**Full Pathway Ophthalmologists**” in this Agreement. Where additional Anaesthetists and Ophthalmologists have agreed to provide Treatment as part of the Services on a Full Pathway basis at one or more of the Facilities, or no longer wish to provide Treatment on a Full Pathway basis at one or more of the Facilities, the Provider must notify Bupa in advance by way of a Change Order.

4 Charges for the Services

4.1 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.

- 4.2 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.
- 4.3 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.
- 4.4 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.

5 Warranties, Representations and undertakings

- 5.1 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 5.1(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.
- 5.2 The Provider warrants to Bupa that the Quality Assurance Declaration 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 Assurance Declaration incorrect during the course of this Healthcare Services Agreement.
- 5.3 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.
- 5.4 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.

- 5.5 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.
- 5.6 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.
- 5.7 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.

6 Term and Termination Rights

- 6.1 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.
- 6.2 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.

7 Entire Agreement

- 7.1 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 7.1 shall prevent the Parties from entering into Other Agreements.
- 7.2 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.
- 7.3 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.

8 Governing Law and jurisdiction

- 8.1 This Healthcare Services Agreement is to be governed by and construed in accordance with English law.

8.2 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 8 is not concluded for the benefit of any particular Party.

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

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

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

SCHEDULE 1

Part 1: Parties and Rules

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

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

2 Term of the Healthcare Services Agreement

Start Date 01/07/2022
End Date 30/06/2025

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	[Text]
Forename(s)	[Text]
Surname	[Text]
Address 1	[Text]
Address 2	[Text]
Town	[Text]
County	[Text]
Postcode	[Text]
Telephone Number	[Text]
Email address	[Text]

5 Provider Contact Details (Provider Senior Representative)

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

6 Provider Contact Details (Commercial Director)

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

7 Bupa Contact Details (Bupa Commissioning Manager)

Name	As set out in your full service hospital agreement with Bupa
Address 1	Bupa Hospital Management
Address 2	Bupa Place, 102 The Quays
Town	Salford Quays
County	Greater Manchester
Postcode	M50 3SP
Telephone Number	045 600 5220
Email address	hospital-management@bupa.com

8 Bupa Contact Details (Bupa Senior Commissioning Manager)

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

9 Bupa Contact Details (Director of Provider Management)

Title	Mr
Forename(s)	John
Surname	Crompton
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 Ophthalmic Network.

Part 2: Facilities and Services

Full Pathway

For the purposes of paragraph 3.1(A) of this Agreement, the Services to be provided under the Full Pathway shall be as follows:

1. Phakoemulsification of cataract with lens implant - unilateral (including topical or local anaesthetic).
2. Phakoemulsification of cataracts with lens implant - bilateral (including topical or local anaesthetic).

The Services shall include all services provided to Members attending a Facility for the purposes of delivering the procedures stated above from first point of contact with the Provider to the point when treatment ends according to the pathway set out in Appendix 4 to this Schedule 1.

Standard Pathway

For the purposes of paragraph 3.1(B) of this Agreement, the Services to be provided under the Standard Pathway shall be as follows:

1. Phakoemulsification of cataract with lens implant - unilateral (including topical or local anaesthetic).
2. Phakoemulsification of cataracts with lens implant - bilateral (including topical or local anaesthetic).

For the avoidance of doubt Services provided under a Standard Pathway include theatre, accommodation and lens and do not include the services of the Consultant.

Appendix 1 – Recognition Status

Provider Number	Hospital/clinic Name	Recognition status: <ul style="list-style-type: none">▪ <i>Full Pathway only</i>▪ <i>Standard Pathway only</i>▪ <i>Both Pathways</i>

Appendix 3

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 ophthalmic 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.

Service	Bupa specific code	Your service codes	Your Description
Phakoemulsification of cataract with lens implant - unilateral (including topical or local anaesthetic)	C7122		
Phakoemulsification of cataracts with lens implant - bilateral (including topical or local anaesthetic)	C7125		

Appendix 4

Requirements for the Full Pathway:

1. Patient visits GP or optometrist for assessment and is referred directly to the hospital eye service. Patients may also be listed for cataract surgery from hospital eye clinics.

2. Pre-operative assessment:

- Measurement of visual function and ocular examination including biometry.
- Provision of patient information leaflets.
- Verification of suitability for day case surgery including discussion of anaesthesia options (usually topical or subtenons anaesthesia, but general anaesthesia may be required in some circumstances).
- Identification of need for second eye surgery if there is cataract affecting both eyes, postoperative anisometropia or another indication for second eye surgery.
- Completion of cataract consent form and discussion / choice of postoperative refractive target.
- Verification that the case is appropriate to the level of expertise of the operating team and its clinical facilities. Adequate account must be made for any ocular or systemic co- morbidity which might increase the technical difficulty of the procedure, or increase the risk of complications.

3. Day of surgery:

- Ophthalmologist or appropriately trained nurse marks eye and confirms consent. Preoperative check using NPSA surgical safety checklist performed prior to surgery.
- Patient reviewed by a trained nurse following surgery- postoperative patient information, post operative appointment date confirmed, and postoperative drops already dispensed.

4. After-care:

- 2-4 week review by nurse, optometrist or ophthalmologist
- 4-6 weeks post-operative refraction by optometrist.

(This may be combined as a single postoperative visit)

Providers of cataract care should be able to demonstrate to commissioners that the service makes appropriate provision for complications of surgery or other unexpected events which may occur during the cataract care pathway, including arrangements for urgent review or handover of care.

SCHEDULE 2

The Charges

The Charges are set out below.

Full Pathway

Fee outline:

1 July 2022 to 30 June 2025

CCSD CODE	DESCRIPTION	Band A UK (£)	Band B Outer London (£)	Band C Central London (£)
C7122	Phakoemulsification of cataract with lens implant - unilateral (including topical or local anaesthetic)	1539	1697	1911
C7125	Phakoemulsification of cataracts with lens implant - bilateral (including topical or local anaesthetic)	3078	3394	3822

Standard Pathway

Fee outline:

1 July 2022 to 30 June 2025

CCSD CODE	DESCRIPTION	Band A UK (£)	Band B Outer London (£)	Band C Central London (£)
C7122	Phakoemulsification of cataract with lens implant - unilateral (including topical or local anaesthetic)	600	700	900
C7125	Phakoemulsification of cataracts with lens implant - bilateral (including topical or local anaesthetic)	800	900	1,200

General

The Charges are fixed and neither Bupa nor any Member shall be liable for any additional charges relating to the manner in which the Services are carried out.

Charges are fully inclusive of a Standard Lens. For the avoidance of doubt, any lens which is not a Standard Lens is ineligible for reimbursement by Bupa.

In the event that the Ophthalmologist indicates that the requirement for a lens that is not a Standard Lens is Clinically Appropriate then, subject to the terms of the Business Rules regarding eligibility, specific Pre-Authorisation shall be obtained from Bupa. Subject to such Pre-Authorisation, Bupa shall pay the Provider the amount stated in this Schedule 2 (as set out in the relevant table above) for the relevant procedure. This amount includes payment for a Standard Lens. The Provider may also charge the difference between the manufacturer's list price for the Standard Lens usually used by the Provider for Bupa patients, and the manufacturer's list price for the lens required (with the manufacturer's list price in each case to be evidenced by the Provider in writing to Bupa when requested). Any additional tests or consultations required as a result of using the non-Standard Lens, must be agreed with Bupa in advance of surgery to allow Bupa to assess eligibility. All charges must be in line with the Providers main agreement. In the event that Pre-Authorisation to use a non-Standard Lens is denied or if the Member opts for a non-Standard Lens then Bupa shall pay the Provider the amount stated in this Schedule 2 (as set out in the relevant table above) for the relevant procedure. This amount includes payment for a Standard Lens. The Provider may only charge a Member an amount equal to manufacturer's list price for the non-Standard Lens and shall deduct the manufacturer's list price for the Standard Lens usually used by the Provider for Bupa patients from the amount it charges the relevant Member (as evidenced by the Provider in writing to the relevant Member). The Member will also be responsible for any additional costs associated with the surgery, such as extra diagnostic tests and consultations. The Member should only be asked to pay reasonable and customary charges for Services delivered outside the pathway. The Provider will need to itemise any additional charges and agree them in writing with the Member before surgery as the Member will be liable for settling these additional amounts to the Provider.

Bupa do not fund any additional amounts for laser cataract treatment. If the facility use laser as part of a randomised controlled trial (NICE guidelines 1.6.1 Femtosecond Laser assisted cataract surgery) then Bupa would not fund any additional charges above those agreed in this Healthcare Services Agreement.

The Provider shall comply with the provisions set out in Rule 1.11 of the Billing and Payment Rules at all times before charging any Member directly for any Treatment.

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 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 (LTPTS);
- (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

Paragraph 1 shall be amended by adding the following after the final sentence:

Each Facility will use all reasonable endeavours to ensure that each Facility offers Members an Out-Patient consultation with an Ophthalmologist or an Optometrist working under the supervision of an Ophthalmologist within 7 (seven) days of the date of a Member receiving a referral and requesting an Out-Patient Consultation.

Paragraph 7 is amended by adding the words "For the avoidance of doubt, all Services provided under Full Pathway are to be considered a Fixed Price Package" at the end of this paragraph.

Paragraph 8 shall be amended by deleting the following paragraph:

"Where two or more procedures are performed under the same anaesthetic, the most complex (or if two or more procedures are of equal complexity, the highest value) procedure only shall be billed. Where the most complex procedure is not included in the list of Fixed Price Packages then the multiple procedure will be charged in accordance with Paragraph 20 of these Rules."

and replacing it with the following:

"Where a Standard Pathway package is performed, if two or more procedures are performed under the same anaesthetic, the Facility may charge 50% of the theatre Charges for the second procedure only, according to the hospital complexity classification set out in the Schedule of Procedures. Any single procedure, as defined in the Schedule of Procedures, which allows for multiple or bilateral additions, will attract only the standard theatre fee in accordance with the Charges set out in the Provider Terms.

Where a Full Pathway package is performed, if two or more procedures are performed under the same anaesthetic, the Provider shall only be entitled to bill for the Full Pathway package."

Paragraph 20 shall be deleted.

THE PRE-AUTHORISATION RULES

The Pre-Authorisation Rules shall be amended by the addition of a new Clause 7 as follows:

Pre-Authorisation for Non-Standard Lenses

Pre-Authorisation must be obtained prior to surgery for use of any Non-Standard Lenses. If the Provider fails to obtain Pre-Authorisation for the Non-Standard Lens, Bupa will not be liable to reimburse the Provider for the cost of such treatment, and the Provider shall not be entitled to recover the costs of such treatment from the Member unless, and to the extent that, the provisions set out in Rule 1.11 of the Billing and Payment Rules have been complied with.

The Existing Paragraphs 7 and 8 shall be renumbered as Paragraphs 8 and 9.

THE CLINICAL QUALITY RULES

The Clinical Quality Rules shall be amended as follows:

- Paragraph 1.3(f) shall be amended by adding the words “Cataract in Adults NICE guidelines NG77”
- Paragraph 1.3(h)(i) shall be amended so the words “if appropriate” are added to the end of that Paragraph;
- Paragraph 1.3(k) shall be amended so that the reference to Consultants and Consultant shall be replaced with “Ophthalmologist or Anaesthetist” and “Ophthalmologists or Anaesthetists” respectively;
- A new paragraph 1.3(q) shall be inserted as follows “offer all Members treated at their Facility a pre-operative ophthalmic examination which must be performed by an Ophthalmologist or an Optometrist under the supervision of an Ophthalmologist”;
- A new paragraph 1.3(r) shall be inserted as follows: “Prior to discharge following surgery, offer each Member a review appointment which must be performed by an Ophthalmologist or an Optometrist working under the supervision of an Ophthalmologist in accordance with the Royal College of Ophthalmologists guidelines”;
- Paragraph 2.2(c) shall be deleted and replaced with the following: “submit all quality metrics and Patient Reported Outcomes Measures (“PROMs”) relating to ophthalmic surgery to the Private Hospital Information Network (“PHIN”). For the avoidance of doubt, each of the Services is to be considered a “day case” for the purposes of PHIN. All data submitted to PHIN relating to ophthalmic surgery must include all necessary data fields and be in the format specified by PHIN”;
- 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”;
- The following words shall be added to the end of Paragraph 2: “Data supplied as key performance indicators directly to Bupa or through quality metrics provided to Bupa via PHIN will be reviewed by Bupa in discussion with the Provider to identify any areas for improvement. Any actions agreed between Bupa and the Provider will need to be completed by the Provider within an agreed timescale”; and
- Paragraph 3.1(d) shall be deleted and replaced with the following: “The Provider shall notify Bupa within 5 Business Days of any Ophthalmologist or Anaesthetist whose practising privileges have been removed or who has been suspended from the Facility.”

Appendix A shall be amended by replacing the first paragraph with the following:

The Provider shall collect quality and service key performance indicators (KPIs) relating specifically to all Members who have been provided with Ophthalmic 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:

“

The following shall be added to Appendix A:

“Ophthalmic Network Key Performance Indicators

Indicator	Description	Frequency of Reporting	Target
Waiting time	Percentage of patients who require the Services offered an appointment for admission within 14 days of a Member's request following an initial Out-Patient consultation	On request	In accordance with contract
Audit	<ul style="list-style-type: none"> • Patients without pre-existing ocular pathology who achieve final refraction 6/12 acuity • Patients with pre-existing ocular pathology who achieve a final refraction of 6/12 acuity 	<p>On request</p> <p>On request</p>	<p>>92%</p> <p>80%</p>
Professional standards	Ophthalmologists and Optometrists have been subject to satisfactory annual appraisal including audit and satisfactory completion of mandatory training	On request	In accordance with contract
Standard vs. Full Pathway	Where a Provider has entered into this Agreement on a combination of a Full Pathway and a Standard Pathway basis, the number patients treated under the Full Pathway as a percentage of total patients treated under this Agreement	On request	Provided for planning purposes
General Anaesthetic	The percentage of patients administered with a general anaesthetic as part of their Treatment in respect of the Services	On request	

Submission of data to PHIN	All data submitted to PHIN relating to this Agreement must be correct and submitted on time in respect of every reporting period.	On request	100%
General	Number of Never events (as published by NHS Improvement) reported	On request	Bupa number reported
	Number of adverse clinical incidents occurred	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	Bupa number reported
	NPS (net promoter Score) score for current year	On request	Overall percentage score
	Audits - Evidence of audit of pathways by facility with evidence of outcome and improvements when required	On request	Audit information and outcome information

Data supplied as key performance indicators directly to Bupa or through quality metrics provided to Bupa via PHIN will be used to identify where service or quality standards of the Services provided by the Facilities do not meet those specified in this Agreement. Where any such instances are identified, Bupa will review the Provider's Recognition Status and the Facility will be required to submit an action plan to address any failings. Where satisfactory standards cannot be demonstrated this shall constitute a material breach and may result in the removal of the Facilities from the Bupa Ophthalmic Network in accordance with Paragraph 9(B) of the Provider Recognition and General Terms Rules."Additional paragraph to **THE CLINICAL QUALITY RULES: Quality Assurance Declaration**

QUALITY ASSURANCE DECLARATION

It is a condition of this Health Service Agreement that each hospital/clinic shall:

- provide services in accordance to NICE guidelines NG77
- offer Bupa customers an appointment for treatment within 14 days of their request after an initial out-patient consultation 95% of the time
- achieve final refraction 6/12 acuity in greater than 92% of cases for patients without pre-existing ocular pathology
- achieve a final refraction of 6/12 acuity in greater than 80% of cases for patients with pre-existing ocular pathology
- Provide percentage of cases that general anaesthetic is administered on request.submit to the Private Hospital Information Network ("PHIN") all quality metrics and Patient Reported Outcomes Measures ("PROMs") relating to ophthalmic surgery

THE BILLING AND PAYMENT RULES

Paragraph 1.4 shall be amended by deleting the words or as a back-up only (if the EDI System and Providers Online are unavailable due to a technical fault), or on request by Bupa, by first class post to Bupa, Bupa Place, 4th Floor, 102 The Quays, Salford Quays, M50 3SP or such other address as may be notified in writing by Bupa to the Provider from time to time”.

Paragraph 1.11 shall be amended by adding the words “Under no circumstances shall Members be liable to pay for any Services which are paid or payable by us” at the end of sub-paragraph (b).

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.

ADDITIONAL PARAGRAPHS TO THIS HEALTHCARE SERVICES AGREEMENT

The following additional paragraphs shall apply to this Healthcare Services Agreement:

(1) Ophthalmologists

The Provider shall ensure that any Consultant Ophthalmologists or Consultant Anaesthetist providing Full Pathway care shall:

- Be a Bupa recognised Consultant at the time of this Agreement and continue to comply with Bupa’s requirements for consultant recognition, including any relevant changes that may come into force during the lifetime of this Agreement;
- be on the specialist register and have been appointed to a substantive NHS consultant post by an Advisory Appointments Committee, or an equivalent which will be agreed in writing with a Bupa medical director.
- ensure that all treatment of Members is Clinically Appropriate and consistent with generally accepted standards of medical practice and representative of best practices in the medical profession in the UK;
- practise in line with all applicable GMC standards, meet the continuing professional development requirements of the Royal College of Ophthalmologists, or the Royal College of Anaesthetists, meet GMC requirements for relicensing and recertification (which will consist of specialty-specific standards of practice which must be met in order to continue to be listed on the specialist register), and practise according to current evidence-based best practice guidelines; and
- complete an annual appraisal that is reflective of their full scope of practice.

Each Ophthalmologist shall also be required to demonstrate to Bupa (providing evidence where appropriate), on reasonable request from time to time, the following:

- that they meet the requirements of any assessments by the NHS Foundation Trusts, NHS Acute Trust, Clinical Commissioning Group or any other NHS employing authority where they hold a consultant appointment;
- that they have completed a whole practice annual audit that encompasses both their NHS and private practice;
- that they participate in the required number of activities to satisfy any relevant formal continuous professional development requirements as indicated by the Royal College of Ophthalmologists, or the Royal College of Anaesthetists, or equivalent body; and

- that they submit information, or have had information submitted on their behalf, to those bodies monitoring the quality of patient care. Failure to comply with the standards listed above may result in Bupa reviewing the recognition status of an Ophthalmologist.

(2) Optometrists

You agree that each Optometrist shall:

- hold accreditation with the following professional bodies:
 - Optometry – General Optical Council (GOC) and the College of Optometrists;
Orthoptists (where applicable) – Health and Care Professions Council (HCPC) and British and Irish Orthoptic Society (BIOS);
- have at least five years' experience in practice; and
- have a clean record with the regulatory body.;

and that each Facility shall:

- have a named lead clinician in place who has five years post qualification experience in full time practice, who is able to demonstrate advanced clinical skills in their chosen speciality and able to provide evidence for at least the previous two years that supports their status as a senior clinician in that speciality;
- have a named senior clinician in each of the Services;
- be able to provide details of clinical measures of improvements and patient satisfaction; and
- be contactable out of hours, if necessary by providing the mechanism for leaving a message for call back.

If, at any time the Provider or a Facility becomes aware that an Optometrist materially ceases to comply with any of the quality standards above, the Provider agrees to inform Bupa as soon as possible.

DEFINITIONS RULES

The following definitions shall be added to “Part 1 – Definitions” of the Definitions Rules:

Anaesthetist means a Bupa recognised consultant anaesthetist who has been granted status as such in writing by Bupa for the provision of general anaesthetic services to Members as part of the Services they receive;

Finder Website means the website at finder.bupa.co.uk (or such other address as may be notified to the Provider from time to time) which provides a directory of Bupa recognised consultants, therapists, hospitals and healthcare services;

Full Pathway Anaesthetist means Bupa recognised consultant anaesthetists who have agreed to provide Treatment as part of the Services on a Full Pathway basis at one or more of the Facilities and are listed in Appendix 2 to Schedule 1 (as amended from time to time);

Full Pathway shall have the meaning given to it in Schedule 1 Part 2 of this Healthcare Services Agreement;

Full Pathway Ophthalmologist means Bupa recognised consultant ophthalmologists who have agreed to provide Treatment as part of the Services on a Full Pathway basis at one or more of the Facilities and are listed in Appendix 2 to Schedule 1 (as amended from time to time);

GMC means the General Medical Council of the UK;

“Non-Standard Lens” shall mean any lens other than a monofocal lens;

Ophthalmologist means a Bupa recognised consultant ophthalmologist who has been granted status as such by Bupa in writing for the provision of Services to Members;

Optometrist means an optometrist providing Treatment under this Healthcare Services Agreement and meeting the criteria set out in Paragraph 2 of the Additional Paragraphs to this Healthcare Services Agreement; and

Standard Lens means a monofocal, fixed-power lens. For the avoidance of doubt multifocal and accommodating lenses are ineligible under Bupa schemes and are not considered Standard Lenses.

Standard Pathway shall have the meaning given to it in Schedule 1 Part 2 of this Healthcare Services Agreement;