



Healthcare Service Agreement

Diagnostic Endoscopy Services

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

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

BACKGROUND

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

AGREEMENT:

1 Definition and Interpretation

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

"Bupa Diagnostic Endoscopy Network"	means Bupa's network for the services listed in Schedule 1, Appendix 1
"Bupa Group"	means Bupa, its subsidiaries and subsidiary undertakings, any holding company of Bupa and all other subsidiaries and subsidiary undertakings of any such holding company from time to time;
"Bupa Health Trust Arrangement"	means a trust which provides for the payment of treatment costs and other costs incurred by beneficiaries of the trust and which is administered by Bupa or another member of the Bupa Group from time to time;
"Bupa Insurance"	means Bupa Insurance Limited, a private limited company incorporated in England and Wales with registered number 03956433 whose registered office is at 1 Angel Court, London EC2R 7HJ;
"Charges"	means the charges for each Service set out in Schedule 2;
"Covered Treatment"	means the Services for which the Relevant Member is entitled to be reimbursed under their Member Policy, subject to: (a) the relevant Member Policy being valid and in force at the time the Services are provided; (b) there being no amounts payable to Bupa under the relevant Member's Policy that are outstanding at the time the Services are provided; and (c) the charges for the Services being within the maximum aggregate amounts that may be claimed by the Relevant Member under the relevant Member Policy;
"End Date"	means the end date of this Healthcare Services Agreement (unless terminated earlier in accordance with its terms), being the date stated to be the "end date" in Schedule 1;
"Episode"	means the period of time commencing when a Relevant Member is admitted to a Facility for continuous Treatment and ending when that Relevant Member is discharged from a Facility;
"Facilities"	means the hospitals and facilities recognised by Bupa as being permitted to provide all or some of the Services to the Relevant Members under and in accordance with the terms of this Healthcare Services Agreement, such hospitals and facilities being those set out in Schedule 1 (as such list may be amended from time to time in accordance with the terms of this Healthcare Services Agreement) and "Facility" shall be construed accordingly;
"Healthcare Services Agreement"	means this agreement between Bupa and the Provider which relates to the provision of the Services at the 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 which is not health insurance provided by Bupa, or a trust, 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 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"	<p>means:</p> <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 which are not health insurance provided by Bupa or trusts the primary purpose of which are to provide for the payment of the cost of Treatment received by beneficiaries of the schemes and which are administered by a member of the Bupa Group; and (D) rehabilitation arrangements with Bupa, <p>in each case, from time to time, and "Scheme" means any one of such schemes or health trusts;</p>
"Service Line"	<p>means a type of Treatment relating to a specific clinical specialty, including any sub-specialty and/or any individual Treatment, procedure or test;</p>
"Services"	<p>means:</p> <ul style="list-style-type: none"> (A) the services, facilities and goods to be provided by the Provider at the relevant Facility further details of which are set out in Schedules 1 and 2; and (B) the provision of Separately Chargeable Drugs and Separately Chargeable Prostheses (as defined in the Definitions Rules), <p>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;</p>
"Start Date"	<p>means the commencement date of this Healthcare Services Agreement which shall be the date set out in paragraph 2 of Schedule 1, provided that the Charges shall take effect from the dates specified in Schedule 2;</p>
"Term"	<p>means the period of this Healthcare Services Agreement commencing on the Start Date and ending when this Healthcare Services Agreement is terminated in accordance with its terms; and</p>
"Treatment"	<p>means a medical, surgical or diagnostic service that is needed to diagnose, relieve or cure a disease, illness or injury.</p>
1.2	<p>This Healthcare Services Agreement shall be interpreted in accordance with the principles of interpretation set out in Part 2 of the Definitions Rules.</p>
1.3	<p>The provisions of the Provider Terms should always be read alongside and in conjunction with the provisions of any relevant Rules.</p>
1.4	<p>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).</p>

2 Recognition Status of Facilities

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

3 Charges for the Services

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

4 Warranties, Representations and undertakings

- 4.1 The Provider warrants to Bupa that as at the date of this Healthcare Services Agreement:
- (A) it has the requisite power and authority to enter into and perform the obligations under this Healthcare Services Agreement on behalf of itself and any other member of the Provider's Group which owns or manages the Facilities;
 - (B) notwithstanding the provisions of Clause 4.1(A), it has the requisite power and authority to procure that the relevant members of the Provider's Group will comply with the relevant provisions of the Healthcare Services Agreement in respect of the Facilities which they may own or manage; and

(C) it and/or other members of the Provider's Group have all the necessary regulatory licences and approvals to operate as a provider of the Services.

- 4.2 The Provider warrants to Bupa that any quality information provided to Bupa for the purposes of considering whether to recognise, or continue to recognise the Provider under the terms of this Healthcare Services Agreement remains correct as at the date of this Healthcare Services Agreement save as disclosed in writing by the Provider to Bupa, and the Provider will notify Bupa promptly of any changes which would render the provided quality information incorrect during the course of this Healthcare Services Agreement.
- 4.3 Bupa warrants to the Provider that as at the date of this Healthcare Services Agreement it has the requisite power and authority to enter into and perform the obligations under this Healthcare Services Agreement on behalf of itself.
- 4.4 Except to the extent expressly set out in this Healthcare Services Agreement, neither Party makes any further warranties whether express or implied, and all implied warranties of any kind are excluded to the extent permitted by law.
- 4.5 The Provider hereby undertakes that it or other members of the Provider's Group will for the duration of this Healthcare Services Agreement maintain all necessary regulatory licences and approvals to operate as a provider of the Services.
- 4.6 Each Party hereby undertakes to the other Party that, for the duration of this Healthcare Services Agreement, it will neither do nor omit to do anything which it intends will damage the reputation or good name of the other Party.
- 4.7 Where an obligation under this Healthcare Services Agreement relates to a Facility which is owned or managed by a member of the Provider's Group and not the Provider itself, the Provider shall procure that the relevant member of the Provider's Group shall comply with the relevant obligations of the Healthcare Services Agreement. Further, for the purposes of this Healthcare Services Agreement, every act or omission of such relevant member of the Provider's Group shall be deemed to be the act or omission of the Provider and the Provider shall be liable to Bupa as if such act or omission had been committed or omitted by the Provider itself.

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 the date first written above.

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)	[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	01/11/2018
End Date	31/12/2021

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

Rules	Version of the relevant Rules applicable to this Healthcare Services Agreement <u>as appearing on bupa.co.uk (https://www.bupa.co.uk/~/media/Files/HCP/business-rules-facility-recognition.pdf) on the date of this Agreement.</u>
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)

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]

8 Bupa Contact Details (Head of Hospital Management)

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]

9 Bupa Contact Details (Bupa 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]

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 Diagnostic Endoscopy Network.

11. Quality Assessment Information

Each Facility included in this Healthcare Services Agreement must have completed (and passed) a general Bupa “CORE” quality assessment for the Services, within the 3 years prior to the Start Date in order to join the Bupa Diagnostic Endoscopy Network. If such assessment has not been completed and passed at the date of this Healthcare Services Agreement, then the relevant Facility shall not be included in this Healthcare Services Agreement until such assessment is passed. Bupa shall notify each Facility of the date that any such assessment is passed.

SCHEDULE 1 – Appendix 1 – Facilities and Services

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

SCHEDULE 2

Charges

Prior to 1ST January 2019, the Charges for the Services will be the prices negotiated in the main Healthcare Services Agreement previously entered into between Bupa and the Provider.

The Charges are higher in the first year of this Agreement to provide Facilities with an opportunity to obtain JAG accreditation and so access the premium payable to Facilities with that status. Therefore:

- (A) The Charges for the Services under this Healthcare Services Agreement listed in table 1 below (as applicable) apply to all Services provided from 1st January 2019, onwards until the date specified in paragraph (B) below; and
- (B) The Charges listed in table 2 below (as applicable) will apply to all Services provided from 1st January 2020 onwards.

The Charges for each Service will be payable at the higher level as set out in tables 1 or 2 (as applicable) below, if Bupa has received evidence that the Facility has achieved JAG accreditation by the required date ("**JAG Rate**"). If Bupa has not received satisfactory evidence that the Facility has achieved JAG accreditation, the Charges will be payable at the lower level as set out in tables 1 and 2 below (as applicable) ("**Non-JAG Rate**").

The Provider may at any time submit a Change Order Form (in accordance with Paragraph 3 of the Change Control Rules) together with evidence that a Facility has achieved JAG accreditation, in order to request that that Facility can charge the JAG Rate. Bupa will review the draft Change Order Form and, if satisfactory evidence that the Facility has obtained JAG accreditation has been provided, update the JAG accreditation status of each Facility effective from 1st January, or 1st July, in each year. Facilities may then start to charge the JAG Rate for Treatment provided on or after the effective date of the change (being 1st January, or 1st July, in any year). The Services are the procedures listed in the table below and are Fixed Price Packages for the purposes of paragraph 7 of the Services and Charges Rules.

Table 1: year 1 - 1st January 2019 to 31st December 2019.

CCSD code	Description	JAG Rate				Non-JAG Rate		
		Band A	Band B	Band C		Band A	Band B	Band C
		UK (£)	Outer London (£)	Central London (£)		UK (£)	Outer London (£)	Central London (£)
G6500	Diagnostic oesophago-gastro-duodenoscopy (OGD) includes forceps biopsy, biopsy urease test and dye spray	630	750	813		504	600	650
G8082	Diagnostic oesophago-gastro-duodenoscopy (OGD) and immediate colonoscopy includes forceps biopsy, biopsy urease test and dye spray (as sole procedure)	1654	1968	2134		1323	1574	1707
H2002	Diagnostic colonoscopy, includes forceps biopsy of colon and ileum	919	1094	1186		735	875	948
H2502	Diagnostic flexible sigmoidoscopy (including forceps biopsy and proctoscopy)	630	750	813		504	600	650

Table 2: - 1st January 2020 to 31st December 2021.

CCSD code	Description	JAG Rate				Non-JAG Rate		
		Band A	Band B	Band C		Band A	Band B	Band C
		UK (£)	Outer London (£)	Central London (£)		UK (£)	Outer London (£)	Central London (£)
G6500	Diagnostic oesophago-gastro-duodenoscopy (OGD) includes forceps biopsy, biopsy urease test and dye spray	600	714	774		480	571	619
G8082	Diagnostic oesophago-gastro-duodenoscopy (OGD) and immediate colonoscopy includes forceps biopsy, biopsy urease test and dye spray (as sole procedure)	1575	1874	2032		1260	1499	1625
H2002	Diagnostic colonoscopy, includes forceps biopsy of colon and ileum	875	1041	1129		700	833	903
H2502	Diagnostic flexible sigmoidoscopy (including forceps biopsy and proctoscopy)	600	714	774		480	571	619

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 (LTPS);
- (B) the activities of the facilities recognised under this Agreement are covered under both of those schemes; and
- (C) at the date of this Agreement the Provider is, and each Facility is, able to meet the obligations and cover the potential liabilities the Provider has assumed in entering into this Agreement.”

THE SERVICES AND CHARGES RULES

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

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

“Day-Patients

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

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

THE CLINICAL QUALITY RULES

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

“1.4 Each Facility must either:

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

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

Key Performance Indicators

The Provider shall submit to Bupa the key performance indicators as set out in the table below on an annual basis. Where this information is collected as part of the providers JAG accreditation, this may be waived.

Key performance indicator	Description	Frequency of Reporting	Target
GRS data	Confirmation that GRS data has been successfully submitted to JAG	Annually	Confirmation given to Bupa

The Provider must notify Bupa as soon as practicable in the event that the Facility is formally notified that its JAG accreditation has not or will not be awarded within the usual timeframes or that it falls into the category of “accreditation not awarded”.

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

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

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

New Paragraphs 2.3 and 2.4 (Quality Assessment) shall be added as follows:

- “2.3 All data submitted to PHIN relating to this Agreement must be correct and submitted on time in respect of every reporting period.
- 2.4 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 Diagnostic Endoscopy Network in accordance with Paragraph 9(B) of the Provider Recognition and General Terms Rules.”

THE PERFORMANCE MANAGEMENT RULES

Paragraphs 1.1 to 1.4 inclusive and Paragraph 4.2 shall not apply separately to this Healthcare Services Agreement. The Provider’s performance under this Healthcare Services Agreement shall be managed instead as part of the wider performance and relationship management process set out in the Performance Management Rules of the main Healthcare Services Agreement entered into between the Provider and Bupa.

Paragraph 3.3 shall be amended so the words “the period to which the audit relates shall not exceed 12 (twelve) months prior to the date of the audit” shall be replaced by “the period to which the audit relates shall not be earlier than the Start Date”.