
Healthcare Services Agreement

- Out-Patient MRI 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 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 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 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 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 or arrangement, the primary purpose of which is to provide for the payment of and/or access to Treatment received by beneficiaries of the scheme or arrangement,

and which is administered or provided by a member of the Bupa Group;
or

(D) an individual who benefits under a rehabilitation arrangement with Bupa;

“Member Policy” means, in respect of a Member, the particular Scheme which provides cover for and/or access to Treatment for the Member;

“Other Agreements” means the agreement(s) between Bupa and the Provider which are intended to govern arrangements similar to those set out in this Healthcare Services Agreement but which relate to different services and/or facilities and/or Members (as appropriate);

“Provider Terms” means the terms set out in this document (including the Schedules);

“Provider’s Group” means the Provider, its subsidiaries and subsidiary undertakings, any holding company of the Provider and all other subsidiaries and subsidiary undertakings of any such holding company from time to time;

“Recognition Status” means, in respect of each Facility, the status of the Facility as a Bupa recognised hospital or facility as and to the extent set out in Schedule 1, the ability of a Member to access any Facility always being subject to the eligibility of a Member to do so under their Member Policy, and the relevant Treatment being Covered Treatment;

“Relevant Members” means those categories of Members covered by this Healthcare Services Agreement as set out in Schedule 1, and “Relevant Member” shall be construed accordingly;

“Rules” means the rules which Bupa publishes and which the Provider and Bupa have agreed shall apply to this Healthcare Services Agreement, further details in respect of which are set out at paragraph 3 of Schedule 1. References to a particular set of Rules in this Healthcare Services Agreement shall be a reference to the version of those Rules set out at paragraph 3 of Schedule 1 (as may be amended in accordance with this Healthcare Services Agreement);

“Schedules” means the schedules to these Provider Terms;

“Schemes” means:

(A) health insurance contracts which are underwritten by Bupa Insurance or another member of the Bupa Group;

(B) Bupa Health Trust Arrangements;

(C) schemes and arrangements, the primary purpose of which are to provide for the payment of and/or access to Treatment received by

beneficiaries of the schemes or arrangements and which are administered or provided by a member of the Bupa Group; and

(D) rehabilitation arrangements with Bupa,

in each case, from time to time, and “**Scheme**” means any one of such schemes or health trusts;

“**Service Line**” means a type of Treatment relating to a specific clinical specialty, including any sub-specialty and/or any individual Treatment, procedure or test;

“**Services**” means 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 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 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.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 Where an obligation under this Healthcare Services Agreement relates to a Facility which is owned or managed by a member of the Provider's Group and not the Provider itself, the Provider shall procure that the relevant member of the Provider's Group shall comply with the relevant obligations of the Healthcare Services Agreement. Further, for the purposes of this Healthcare Services Agreement, every act or omission of such relevant member of the Provider's Group shall be deemed to be the act or omission of the Provider and the Provider shall be liable to Bupa as if such act or omission had been committed or omitted by the Provider itself.
- 4.7 The Parties shall each comply with all applicable UK legislation relating to the detection and prevention of financial crime (including, without limitation, the Bribery Act 2010) and shall have in place adequate policies and procedures to procure compliance.
- 4.8 For the avoidance of doubt, nothing in this Healthcare Services Agreement obliges either Party to perform any action (including, but not limited to, paying any claim or providing any benefit or services) to the extent it would cause that Party to breach any trade or economic sanctions, laws or regulations of any jurisdiction to which it or any member of its Group is subject (which may include without limitation those of the European Union, the United Kingdom and/or the United States of America).

5 Term and Termination Rights

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

accordance with the provisions of this Healthcare Services Agreement. The Provider shall be entitled to invoice Bupa for that part of such Member's Treatment which would have been Covered Treatment had this Healthcare Services Agreement been continuing and in full force and effect and Bupa shall settle such invoice notwithstanding the termination of this Healthcare Services Agreement.

6 Entire Agreement

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

7 Governing Law and jurisdiction

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

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

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

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

SCHEDULE 1

Recognition Status / Facilities and Services

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

Provider Name (Legal Name) [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 01/07/2021
End Date 30/06/2024

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 Healthcare Services Agreement.
The Recognition and General Terms Rules	Version 1.0
The Services and Charges Rules	Version 1.0
The Clinical Quality Rules	Version 1.0
The Pre-Authorisation Rules	Version 1.0
The Billing and Payment Rules	Version 1.0
The Disputes Rules	Version 1.0
The Performance Management Rules	Version 1.0
The Change Control Rules	Version 1.0
The Definitions Rules	Version 1.0

4 Provider Main Contact Details (Provider Representative)

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

8 Bupa Contact Details (Head of Hospital Management)

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

9 Bupa Contact Details (Bupa Director)

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

10 Categories of Members covered by this Healthcare Services Agreement

The categories of Members covered by this Healthcare Services Agreement are the Members that may access the Bupa Approved Out-Patient MRI Network.

SCHEDULE 1 – Services

Categories of MRI Scans

The Services shall be Magnetic Resonance imaging (“**MRI Scans**”) which shall be divided into the following categories:

Standard Scans

(1) MRI Scan (routine MRI)

An MRI scan uses strong magnetic fields and radio waves to produce detailed images of the inside of the body. The test may involve injection of a medium into the circulatory system of the body, or introduction into other space within the body. Body areas should be charged on a per part basis.

(2) MR Angiography Scan

Use of an MRI 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.

Named Scans

(3) MRI Breast

Use of an MRI scanner to produce contrast-enhanced images of the Breasts.

(4) MRI Liver

Use of an MRI scanner to produce contrast-enhanced images of the Liver where liver specific contrasts are being used and multiple sequencing are being conducted.

(5) Functional MRI

Functional magnetic resonance imaging (fMRI) is a technique used to obtain functional information by visualising cortical activity. fMRI detects subtle alteration in blood flow in response to stimuli or actions

(6) MR Arthrogram

An MR arthrogram is an MRI performed after a joint is injected with contrast. This is inclusive of fluoroscopy.

(7) MRI Defaecating Proctogram

Use of an MRI scanner to conduct dynamic study for evaluation of the pelvic floor and pelvic organ prolapse.

(8) MR Enteroclysis

Use of an MRI scanner for evaluation of the small bowel.

(9) Multiparametric MRI of prostate

Use of an MRI scanner to create more detailed pictures of prostate than a standard MRI scan. Multiparametric MRI of the prostate may only be charged as a named MRI scan when the scan includes enhanced reporting, otherwise it must be charged as a Standard 1-part scan.

(10) Magnetic resonance cholangiopancreatography (MRCP)

Use of MRI scanner to produce detailed images of the hepatobiliary and pancreatic systems, including the liver gallbladder, bile ducts, pancreas and pancreatic duct.

Cardiac Scans

(11) Cardiac MRI (CMR)

Cardiac MRI (CMR) is used to assess the function of the heart; the size of the ventricles and atria (chambers of the heart); and valve function.

Cardiac MRI is categorised into three bands within this Healthcare Services Agreement with CMR1 being the least complex and CMR3 being the most complex. The Provider will only be entitled to charge for one of the bands described below.

CMR1	Anatomy, Function and Flow of the Heart
CMR2	Viability / Fibrosis, Cardiac MRA including CMR1
CMR 3	Stress and Rest Perfusion including CMR1 and CMR2

SCHEDULE 2 – The Charges – DIAGNOSTIC TESTS

The Charges for the Services under this Healthcare Services Agreement are as follows: Facilities within the North-South circular are classed as ‘Central London’. Facilities within the M25 are classed as ‘Outer London’. The Charges are fully inclusive of all charges associated with MRI including radiologists’ fees, and contrast as well as all aspects of physical delivery and no other charges or fees will apply for the MRI Services. You agree that Facilities shall not pass on charges from third parties and acknowledge that payment shall only be made by us to you for MRI Services that are specified as eligible under the relevant Member’s policy.

Standard Scans

Code	Description	Rest of UK (£)	Outer London (£)	Central London (£)
IM029	Inclusive charges for Out-Patient MRI scan - 1 body part	315	375	400
IM030	Inclusive charges for Out-Patient MRI scan - 2 body parts	440	520	570
IM031	Inclusive charges for Out-Patient MRI scan - 3 body parts	550	650	700
IM032	Inclusive charges for Out-Patient MRI scan - 4 or more body parts	660	780	840
IM066	Magnetic Resonance Angiography – 1 body part	315	375	400
IM067	Magnetic Resonance Angiography – 2 body parts	440	520	570
IM068	Magnetic Resonance Angiography – 3 body parts	550	650	700

Named Scans

Code	Description	Rest of UK (£)	Outer London (£)	Central London (£)
IM033	Inclusive charges for MRI Breast	440	520	570
IM034	Inclusive charges for fMRI (functional MRI)	505	600	650
IM035	Inclusive charges for Liver MRI	505	600	650
IM036	Inclusive charges for MRI - MR Arthrogram	505	600	650
IM053	MRI Defaecating Proctogram	505	600	650
IM054	MRI Enteroclysis	505	600	650
IM055	Multiparametric MRI of Prostate	440	520	570
IM098	Magnetic resonance cholangiopancreatography (MRCP)	440	520	570

A liver scan should be billed as a standard-1 Part scan unless liver specific contrasts are being used and multiple sequencing are being conducted. For the avoidance of doubt, charges for IM035, inclusive charges for Liver MRI, are fully inclusive of IM098, Magnetic Resonance cholangiopancreatography (MRCP) and Provider will not be entitled to charge IM098 (MRCP) separately when performed with IM035 MRI Liver. For these purposes scans delivered within 7 Business Days of each other will be deemed to have been delivered at the same time.

Cardiac Scans

Code	Description	Rest of UK (£)	Outer London (£)	Central London (£)
AA728	CMR1: Anatomy, Function and Flow of the Heart	600	720	780
AA729	CMR2: Viability/ Fibrosis, Cardiac MRA including CMR1	750	900	975
AA730	CMR:3 Cardiac Stress & Perfusion including CMR1 and CMR 2	1000	1200	1300

Cardiac MRI is categorised into three bands within this Healthcare Services Agreement with CMR1 being the least complex and CMR3 being the most complex.

For the avoidance of doubt, the Provider will only be entitled to charge one of the three given cardiac codes at any time. The Provider will not be entitled to charge CMR1, CMR2 and CMR3 together. Should the provider perform CMR3, then the Provider will not be entitled to charge for CMR 1 or CMR2 as this would be duplicate payments.

CCSD CODE	DESCRIPTION	INCLUDED IN CHARGE
IM029	Inclusive charges for Out-Patient MRI 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. in MRI or the cervical or lumbar spine, partial visualisation of the Thoracic spine shall not be counted as an additional part as this is good clinical practise). For example, the following are one part of the body:</p> <ul style="list-style-type: none"> • Head or Brain - from vertex to foramen magnum, inclusion of upper cervical vertebra in the planning scans is best practise but not considered as an additional part. Where focussed imaging of the structures of the brain has been requested (along with adequate clinical rationale) these areas can be charged as an additional part eg IAMS, pituitary gland. <p>Where focussed imaging has been requested, a full brain scan can only be charged where this has been specifically requested by the referring Consultant.</p> <ul style="list-style-type: none"> • Neck - base of skull to supraclavicular fossa – for soft tissue indications only • Cervical Spine: dependent upon the length of the coil – to include the cerebellum to upper thoracic vertebra • Thoracic spine – from lower cervical spine to L1 (to include the termination of spinal cord) • Lumbar sacral spine – from T12 to coccyx (sacral spine cannot be billed in addition unless specific sacral imaging is requested by the referring Consultant) • Pelvis for soft tissue to include groin imaging • Abdomen – any imaging that is not specifically mentioned in the section 'named scans') to include all organs, structures and vessels from diaphragm to iliac crests (bifurcation of aorta). • Joints - Each joint, (It is essential that unless there are bilateral clinical indications that only the affected limb is scanned and billed)) • Upper limbs (one part per side. It is essential that unless there is bilateral clinical indications that only the affected limb is scanned and billed) • Lower limbs (one part per side but would need valid clinical rationale for bilateral) <p>IM066 MR angiograms – one part per anatomical area e.g. circle of Willis, carotids. Peripheral imaging eg feet to bifurcation of aorta to be billed as 2-part scan.</p> <p>The whole scan volume must be reviewed and reported.</p>

IM030	Inclusive charges for Out-Patient MRI scan - 2 body parts	Any two of the above performed on the same day or as requested by the referring Consultant
IM031	Inclusive charges for Out-Patient MRI scan - 3 body parts	Any three of the above performed on the same day or as requested by the referring consultant Any four or more of the above performed on the same day or as requested by the referring consultant – Bupa reserve the right to request referral information for scans
IM032	Inclusive charges for Out-Patient MRI scan - 4 body parts	Any four or more of the above performed on the same day or as requested by the referring Consultant – Bupa reserve the right to request referral information for scans

INCLUDED IN CHARGES FOR ALL MRI 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.
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 lumbar or lower cervical vertebrae in scanning the Thoracic spine shall not be counted as an additional part. The following do not constitute an additional part: additional sequences on the same part, any post processing of data or images reformatting or reconstructing the images 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 Scan, whether single or double reported, required 10% discrepancy audit, 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 CMR) 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.



SCHEDULE 3

Variations to the Rules

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

THE PROVIDER RECOGNITION AND GENERAL TERMS RULES

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

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

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

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

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

Paragraph 4 shall be deleted and replaced with the following:

4. Data Protection

- 4.1 Each Party shall comply, and shall procure (insofar as it is lawfully able to do so) that each member of their Group shall comply, in each case, with all applicable obligations in respect of any Personal Data relating to a Member (“**Member Data**”) imposed by, or made under, Data Protection Law, for so long as it processes any such Member Data.
- 4.2 Subject to paragraph 4.3, a Party (the “**Data Requestor**”) may request that the other Party discloses Member Data so as to allow the Data Requestor to exercise its rights or comply with its obligations under the Healthcare Services Agreement or in the case of Bupa to manage claims made by Members or administer the Schemes.
- 4.3 Where a Party (the “**Conflicted Party**”), acting reasonably, believes that disclosing Member Data under paragraph 4.2 would result in a breach of Data Protection Law, the Conflicted Party shall:
- (a) notify the Data Requestor of this fact as soon as reasonably practicable, in no event later than 7 days, giving details of the reason(s) why it believes a disclosure under paragraph 4.2 would cause it to be in breach of Data Protection Law; and
 - (b) use all reasonable endeavours, having regard to the purpose of any request for Member Data, to furnish the Data Requestor with sufficient information to achieve that purpose, including (but not limited) to taking measures to obtain Member’s consent where required,

redacting Member Data to the minimum extent possible to achieve compliance with the Data Protection Law to facilitate the request made by the Data Requestor under paragraph 4.2 and/or providing alternative or additional information suited to achieving the purpose).

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

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

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

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

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

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

“5.1 The Provider warrants to Bupa that

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

In the event that the Trust ceases to be a member of either the CNST or the RPST, or purchases

commercial 'top-up' insurance in addition to its membership of the CNST and RPST, then the Trust will promptly inform Bupa of that fact and provide Bupa with details of the arrangements the Trust has made to ensure the Trust continues to be able to meet its potential liabilities under this Agreement."

THE SERVICES AND CHARGES RULES

Paragraphs 1, 2, 3, 7 to 21 (inclusive), and 23 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, 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 supplement with 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 MRI 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 MRI.
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 MRI 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 MRI 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 MRI 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 MRI 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 MRI Scan must be interpreted, and a report prepared, by a radiologist (or a cardiologist in the case of CMR) who has relevant training and experience in interpreting and reporting on MRI Scans similar in nature to the MRI Scan in question.
18. Each Radiologist and Cardiologist involved in providing the Services must:
 - (a) be recognised by Bupa for providing those Services and/or hold or have previously held 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 MRI Scans similar in nature to the MRI Scan in question;
- (f) have evidence of satisfactory whole practice appraisal and revalidation including assessment of on-going professional training and development relevant to MRI; 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 MRI

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
MRI 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 MRI	<ul style="list-style-type: none"> • Number of cardiac MRI scans that have been performed at each facility within the last 12 months , for facilities providing cardiac MRI 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 	<ul style="list-style-type: none"> • On request

	appropriate training and qualifications.	
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 incidents	<ul style="list-style-type: none"> Number of adverse clinical incidents or near misses resulting in severe harm or death as per NHS definitions. 	<ul style="list-style-type: none"> On request
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 Magnetic Resonance Imaging Equipment in Clinical Use, February 2021, MHRA 	<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 MRI 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 MRI 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 Main Healthcare Services Agreement entered into between Bupa and the Provider.

THE DEFINITIONS RULES

The following definitions shall be added to the Definitions Rules:

Radiologist means a consultant registered on the General Medical Council's Specialist register and a Fellow of the Royal College of Radiologists (FRCR).

Cardiologist means a consultant registered on the General Medical Council's Specialist register and member of the Royal College of Physicians.

Radiographer means a radiographer registered with the Health & Care Professions Council (HCPC) as a diagnostic radiographer and a Member of the College of Radiographers"

Data Protection Law means:

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

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

The definitions of “**Member**” and “**Scheme**” will be amended so that they are consistent with those set out in Clause 1 of the Healthcare Services Agreement.”