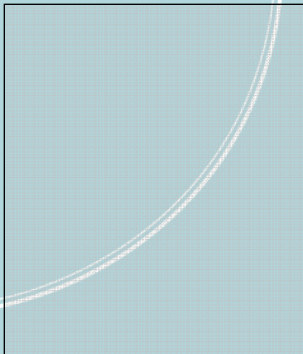
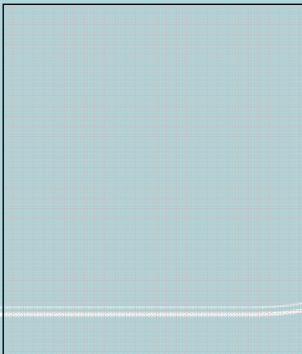
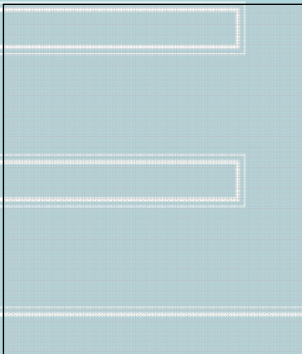
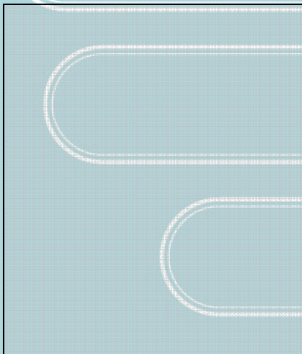
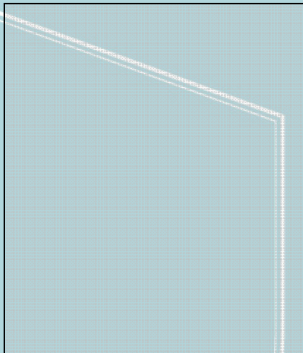
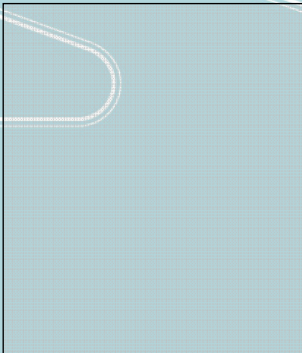
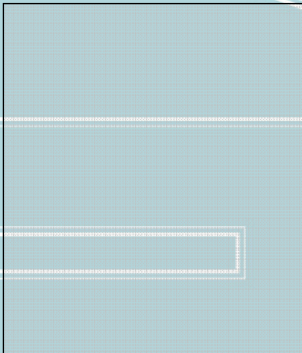
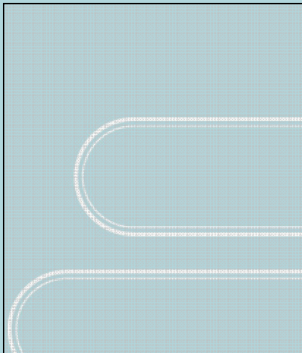
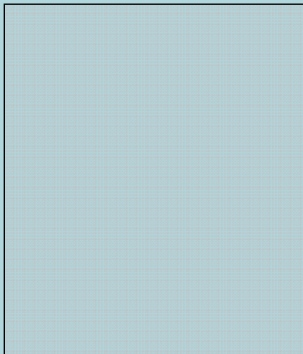
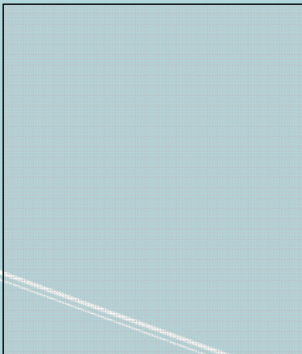
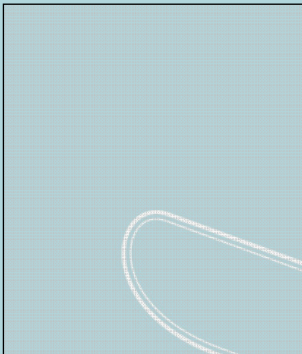
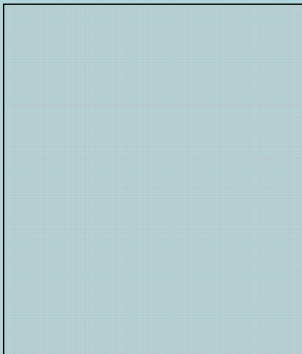
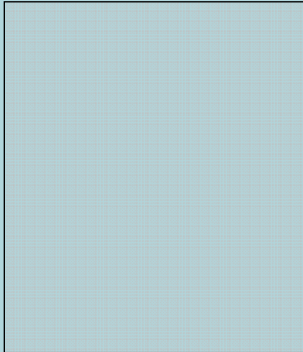


BUPA HEALTH & WELLBEING UK

Business Rules

www.bupa.co.uk Version 1 Effective 1 June 2012



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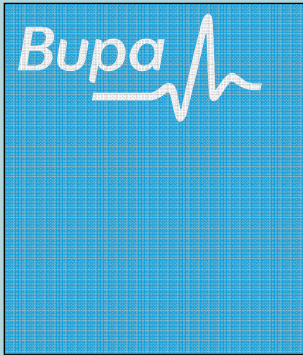
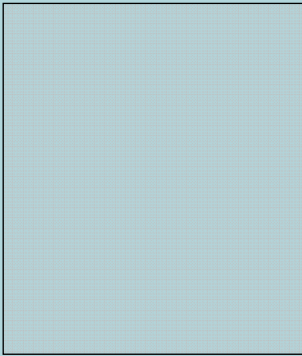
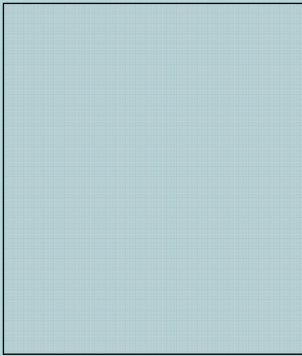
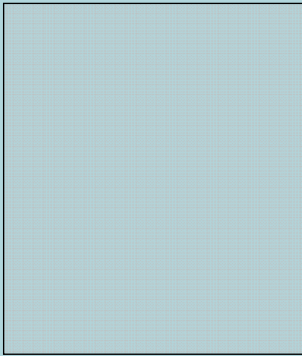
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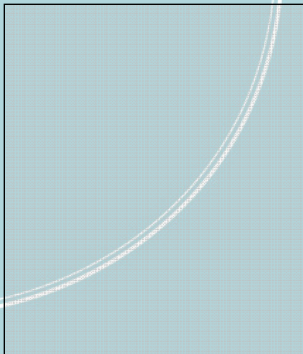
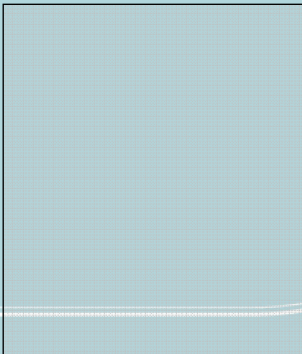
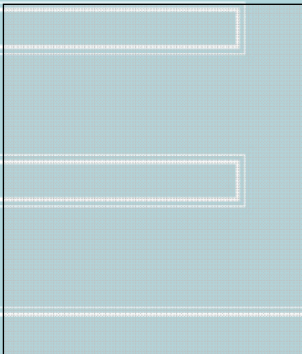
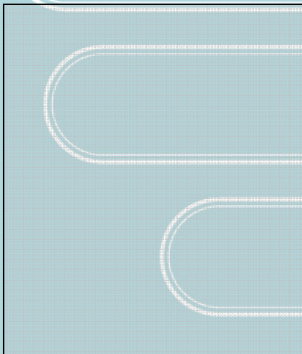
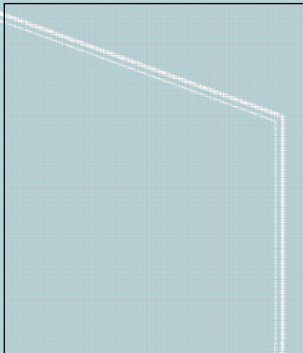
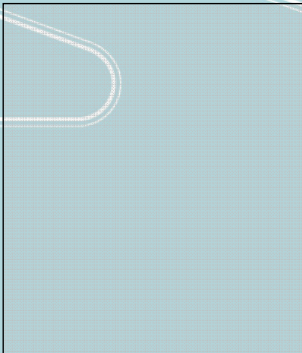
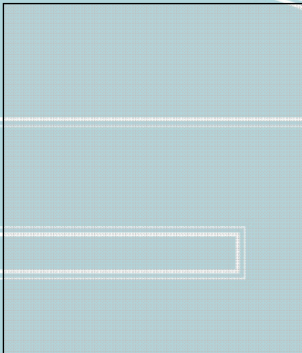
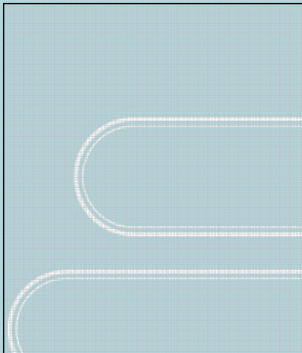
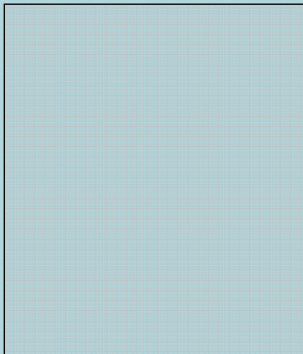
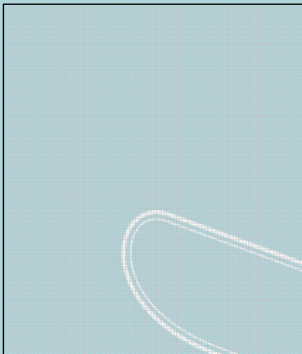
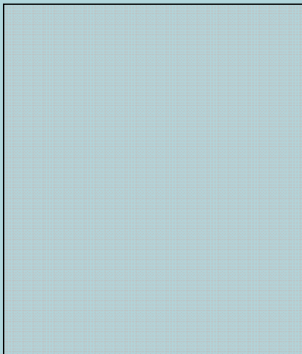
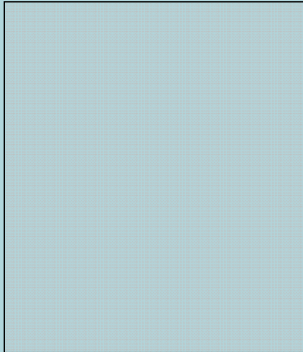


BUPA HEALTH & WELLBEING UK

Provider Recognition and General Terms Rules

www.bupa.co.uk

Version 1 Effective 1 June 2012



PROVIDER RECOGNITION AND GENERAL TERMS RULES

These Provider Recognition and General Terms Rules set out the standard terms for provider recognition, and other general terms, that apply to the Healthcare Services Agreement which Bupa has with the Provider.

Healthcare services agreements contain the terms of the agreement between Bupa and individual healthcare service providers for the provision of general hospital services to Members.

Each healthcare services agreement consists of the Provider Terms and the Rules (including these Provider Recognition and General Terms Rules). The Provider Terms contain the bespoke details for each Provider and the Rules contains Bupa's standard terms. A Provider may have a series of healthcare services agreements to reflect the provision of services to different groups of Members or specific services.

Bupa may amend and republish these Provider Recognition and General Terms Rules in accordance with the change process set out in the Change Control Rules.

Definitions used in these Provider Recognition and General Terms Rules (and the other Rules) are contained in the Definitions Rules, except where otherwise defined in these Rules.

1. RECOGNITION STATUS

- 1.1 Nothing in the Healthcare Services Agreement shall prevent Bupa or another member of the Bupa Group from:
 - (A) not including one or more of the Facilities as a Bupa recognised hospital or facility in a particular Member's Scheme or Member Policy, or terminating or changing the terms and conditions of a particular Member's Scheme or Member Policy, when required to meet the needs of the Member concerned;
 - (B) terminating any Scheme or Member Policy; or
 - (C) changing the terms and conditions of any Scheme or Member Policy (including the extent to which Bupa will pay for treatment, or Bupa's ability to direct Members to a facility in accordance with any term of their Member Policy).
- 1.2 Any facilities that become owned or managed by a Provider or a member of the Provider's Group after the date of the Healthcare Services Agreement may, notwithstanding the requirements of the Change Control Rules, be added to the Healthcare Services Agreement by agreement in writing between Bupa and the Provider and on such terms as are agreed between the Parties.
- 1.3 The Provider shall notify Bupa in writing within 5 Business Days of a Change of Control. Notwithstanding the Change Control Rules, in the event of a Change of Control, Bupa shall be entitled on written notice to the Provider to either immediately terminate any or all of the healthcare services agreements (including the Healthcare Services Agreement) which it has with that Provider, or remove a Facility from any or all of the healthcare services agreements (including the Healthcare Services Agreement) which it has with the Provider if the Change of Control is in respect of that Facility.
- 1.4 Bupa shall notify the Provider if Bupa wishes to include any Service Line or Service in a Service Line Tender during the term of the Healthcare Services Agreement. Following

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such notification Bupa and the Provider shall enter into good faith discussions with respect to the inclusion of such Service Line or Service in a Service Line Tender, save for the avoidance of doubt that neither Party shall be under any obligation to reach agreement in respect of the same. If the Provider enters into an agreement with Bupa to provide a particular Service Line or Service to the Members concerned pursuant to a Service Line Tender, the Facilities' Recognition Status under the Healthcare Services Agreement to the extent that it relates to that Service Line or Service in respect of the Members concerned shall cease. Instead, the participation of the Facilities in the Schemes in so far as it relates to such Service Line or Service in respect of the Members concerned shall be governed by the terms (including as to the charges that Bupa will pay for treatment) of the agreement entered into pursuant to the relevant Service Line Tender. Where a Provider does not enter an agreement under this Paragraph and notwithstanding the requirements of the Change Control Rules, Bupa shall be entitled to change or withdraw the Recognition Status of any Facility in respect of a Service Line or Service which is included in a Service Line Tender following good faith discussions by giving not less than 3 (three) months' written notice to the Provider. For the avoidance of doubt, there shall be no adjustment to the Charges for those Service Lines or Services which continue to be covered by the Healthcare Services Agreement notwithstanding the Facility or Facilities' Recognition Status in respect of other Service Lines or Services having ceased under that Healthcare Services Agreement pursuant to this Paragraph 1.4.

1.5 If either of the following occurs in relation to any Facility, Service Line or Service:

- (A) a Provider or any other member of the Provider's Group loses or fails to obtain any licence, approval, authorisation or consent required by any applicable law or regulation for the operation of any Facility or the provision of a particular Service Line or Service; or
- (B) a Provider or any other member of the Provider's Group is in material breach (including a breach which becomes material by its persistence) of any of the requirements relating to the provision of clinical care and/or patient service set out in the Healthcare Services Agreement, particularly the Clinical Quality Rules and, where capable of remedy, such breach or failure has not been remedied within 30 (thirty) days of receipt by the Provider of written notice from Bupa requiring such remedy (the "**Remedy Period**"),

then Bupa may:

- (i) where the loss, failure or breach relates principally to the operation of a particular Facility (rather than to the operation of a particular Service or Service Line), remove that Facility from the Healthcare Services Agreement; and
- (ii) where the loss, failure or breach relates principally to the operation of a particular Service or Service Line (rather than to the operation of a particular Facility), amend the Recognition Status of any Facility which is affected by excluding that particular Service or Service Line from such Facility's Recognition Status,

in each case upon giving the Provider written notice of such withdrawal.

If Bupa gives notice to the Provider to remedy a breach under Paragraph 1.5(B) and the breach relates principally to a particular Facility or Service or Service Line, Bupa shall be entitled to suspend for the duration of the Remedy Period the Recognition Status of the

Provider Recognition and General Terms Rules

Facility concerned or, where the breach relates to a Service or Service Line, suspend such Service or Service Line at any affected Facility.

2. BUSINESS CONTINUITY

- 2.1 Notwithstanding the requirements of the Change Control Rules, the Provider shall be entitled to withdraw provision of a Service Line or Service from a Facility by giving 3 (three) months' written notice to Bupa save that the Provider may only give such notice where that Service or Service Line is no longer provided at the Facility.
- 2.2 Without prejudice to Bupa's rights under Paragraph 1.5, the Provider may suspend a Service Line or Service at a Facility where such Service Line or Service at such Facility cannot be provided safely in the reasonable opinion of the Provider. The Provider shall promptly inform Bupa in writing of any decision to suspend or recommence the provision of any Service Line or Service.
- 2.3 The Provider shall maintain and implement adequate business continuity plans which are appropriate for restoring Services provided under the Healthcare Services Agreement in the event of a major incident or disaster affecting the Services. The Provider shall, as soon as reasonably practicable after receiving a written request from Bupa, provide to Bupa detailed information regarding the Provider's business continuity plans.

3. CONFIDENTIALITY

- 3.1 Subject to Paragraph 3.2 and 3.3, each Party to the Healthcare Services Agreement shall treat as confidential all information obtained as a result of negotiating, entering into or performing the Healthcare Services Agreement where such information relates to the provisions of, subject matter of, and negotiations relating to, the Healthcare Services Agreement.
- 3.2 Either Party to the Healthcare Services Agreement may disclose confidential information:
 - (A) if and to the extent required by the law of any relevant jurisdiction or for the purpose of any judicial proceedings;
 - (B) if and to the extent required by any regulatory or governmental body or tax authority or securities exchange to which that Party is subject;
 - (C) where the disclosing Party is Bupa, to other members of the Bupa Group, and where the disclosing Party is a Provider, to other members of the Provider's Group, provided in each case such members have been informed by the disclosing Party of the confidential nature of such information and have agreed to treat such information as confidential;
 - (D) to a Member where such confidential information relates to a Member;
 - (E) to any sub-contractors appointed in accordance with the Healthcare Services Agreement, or to any of the Party's professional advisers, auditors, actuaries and bankers provided such persons (in each case) have been informed by the disclosing Party of the confidential nature of such information and have agreed to treat such information as confidential information;

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- (F) to credit rating agencies provided such credit rating agencies have been informed by the disclosing Party of the confidential nature of such information and have agreed to treat such information as confidential information;
- (G) if and to the extent the information has come into the public domain through no fault of that Party;
- (H) if and to the extent (in the case of disclosure by Bupa) the Provider, or (in the case of disclosure by the Provider) Bupa, has given prior written consent to the disclosure;
- (I) if the party is Bupa, for the disclosure of pricing information to a third party 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 and subject to equivalent confidentiality obligations being obtained from such third party by Bupa;
- (J) which is required to be disclosed in order for that Party to exercise its rights or perform its obligations under the Healthcare Services Agreement or otherwise carry out the matters contemplated to be performed under the Healthcare Services Agreement; or
- (K) if and to the extent permitted by the Clinical Quality Rules.

Any information to be disclosed pursuant to Paragraphs A and B above shall, where practicable in the circumstances and not otherwise prohibited, be disclosed only after notice to and consultation with the Provider (in the case of any disclosure by Bupa) or Bupa (in the case of any disclosure by the Provider).

3.3 For the avoidance of doubt:

- (A) Bupa may disclose in the ordinary course of its business any information stored on the Bupa claims-processing database;
- (B) Bupa may provide information and/or promote to customers the facilities and services recognised at a Facility; and
- (C) each Party shall be entitled to disclose to a Member details of the charges for the Treatment provided to that Member.

3.4 The provisions of this Paragraph 3 shall continue to apply after the termination of the Healthcare Services Agreement.

4. DATA PROTECTION

Each Party undertakes to comply with its obligations under the Data Protection Act 1998 so far as it may apply to a Healthcare Services Agreement. Bupa shall obtain, or procure to be obtained, the consent of each Member for the release by the Provider or the relevant member of the Provider's Group of all such information to Bupa as may be necessary for the implementation of the Healthcare Services Agreement. Notwithstanding that, the Provider or the relevant member of the Provider's Group shall seek to gain the consent of the Member to such disclosure to Bupa at the time of admission to the Facility, or at any point during Treatment at the Facility. The Provider shall ensure that Bupa is notified as soon as possible in the event that a Member declines to give consent.

Provider Recognition and General Terms Rules

5. INSURANCE AND LIABILITY

- 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 £10,000,000 (ten 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;
 - (D) professional indemnity insurance cover for a minimum of £10,000,000 (ten million pounds sterling) for each occurrence;
 - (E) business interruption insurance in respect of each Facility to cover the Provider’s lost revenues and/or increased costs of working in the event of an incident at that Facility in an amount no less than the lower of (i) that Facility’s estimated annual revenues for the current year and (ii) £10,000,000 (ten million pounds sterling); and
 - (F) such other insurances as are required by law.
- 5.2 Copies of all insurance policies, proofs of payment of premiums and other relevant documents in respect of the Insurances shall be provided by the Provider to Bupa promptly on request and Bupa shall be entitled to inspect during Working Hours such original policies of insurance and proofs of payment of premiums in respect of the Insurances required under this Paragraph 5.
- 5.3 The Provider shall not take any action, or omit to take any reasonable action, or (insofar as it is reasonably within the Provider’s control) permit anything to occur in relation to the Insurances which would entitle the relevant insurer to refuse to pay any claim under the Insurances.
- 5.4 The Provider shall ensure that sub-contractors have insurance or indemnity arrangements appropriate for the provision of the Services which are provided by the sub-contractor. The Provider shall, if requested, demonstrate to the reasonable satisfaction of Bupa that appropriate insurance or indemnity arrangements are in place for all sub-contractors.
- 5.5 Notwithstanding Paragraph 5.7, neither Bupa nor the Provider will limit its liability for fraud, death or personal injury caused by the negligence or wilful default of its employees, contractors or agents.
- 5.6 Subject to Paragraphs 5.5 and 5.7, each Party to the Healthcare Services Agreement shall indemnify the other Party on an after-tax basis against all costs and expenses (including legal costs), losses and liabilities reasonably incurred as a result of any claims from third parties made as a result of the other Party’s negligent acts or omissions.
- 5.7 Neither Party to the Healthcare Services Agreement shall be liable for any consequential or indirect losses, including any loss of profits, revenues and/or business or anticipated

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savings, whether or not in the contemplation of the Parties at the time of entering into that Agreement.

- 5.8 The provisions of this Paragraph 5 shall continue to apply after the termination of the Healthcare Services Agreement.

6. FORCE MAJEURE

- 6.1 If either Party is prevented or delayed in the performance of any of its obligations under the Healthcare Services Agreement by Force Majeure, that Party shall serve written notice on the other Party specifying the nature and extent of the Force Majeure and shall, subject to service of notice and Paragraph 6.3, have no liability in respect of the performance of such of its obligations to the extent that they are prevented by the Force Majeure during the continuation of such Force Majeure.

- 6.2 The Party affected by Force Majeure shall use all reasonable endeavours to bring the Force Majeure event to a close, to mitigate the effect of the Force Majeure and to find a solution by which the Healthcare Services Agreement may be performed in any other way that is reasonably practical without incurring additional cost, despite the continuance of the Force Majeure event.

- 6.3 If either Party is prevented from performance of its obligations under the Healthcare Services Agreement by Force Majeure for a continuous period in excess of 3 (three) months the other Party may terminate the Healthcare Services Agreement forthwith by written notice, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

- 6.4 If the Force Majeure is isolated to an individual Facility or a limited number of Facilities, the provisions of the Healthcare Services Agreement may only be terminated in respect of that Facility or those Facilities, and the provisions of this Paragraph 6 shall be construed accordingly.

7. ANNOUNCEMENTS

- 7.1 No announcement concerning the Healthcare Services Agreement or any ancillary matter shall be made by either Party without the prior written approval of the other Party.

- 7.2 Notwithstanding the provisions of Paragraph 7.1, either Party to the Healthcare Services Agreement may, whenever practicable after consultation with the other Party, make an announcement concerning that Healthcare Services Agreement or any ancillary matter if required by:

(A) law; or

(B) any securities exchange or regulatory or governmental body to which that party is subject, wherever situated, including (amongst other bodies) the London Stock Exchange plc and The Panel on Takeovers and Mergers.

- 7.3 The provisions of this Paragraph 7 shall continue to apply after the termination of the Healthcare Services Agreement.

8. GENERAL

Provider Recognition and General Terms Rules

- 8.1 No delay or omission by any Party in exercising any right, power or remedy provided by law or under the Healthcare Services Agreement shall affect that right, power or remedy or operate as a waiver of it, and the single or partial exercise of any right, power or remedy provided by law or under the Healthcare Services Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- 8.2 The rights, powers and remedies provided in the Healthcare Services Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 8.3 Save as otherwise stated in any other provision of the Healthcare Services Agreement, any payment to be made by any Party under the Healthcare Services Agreement shall be made in full without set-off, restriction, condition or deduction for or on account of any counterclaim.
- 8.4 Nothing in the Healthcare Services Agreement and no action taken by the Parties to the Healthcare Services Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the Parties.
- 8.5 The provisions of the Healthcare Services Agreement confer benefits on members of the Bupa Group other than Bupa (including members of the Bupa Group administering Bupa Health Trust Arrangements) (each a “**Third Party**”) and are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the preceding, the Healthcare Services Agreement may be varied in any way and at any time without the consent of any Third Party. Save as provided for in this Paragraph, no person who is not a party to the Healthcare Services Agreement shall be capable of enforcing any term or condition of such Healthcare Services Agreement, by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 8.6 The Provider shall not, and shall procure that each other member of the Provider’s Group does not directly or indirectly solicit or facilitate the solicitation of any Member to change to an alternative health insurance provider from Bupa. Nothing in this Paragraph 8.6 shall prevent the Provider from, in the ordinary course of business, publishing advertisements and/or promotional material of a general nature or placing the same or factual material relating to other health insurance providers or independent financial advisers in Facilities provided that advertisements or promotional material relating to health insurance must not in any way directly or by clear reference criticise or disparage Bupa or its business.
- 8.7 Both Parties agree that they shall for the duration of the Healthcare Services Agreement comply with all relevant and applicable legislation.

9. TERMINATION

Without prejudice to any other termination rights a Party may have as set out in this Healthcare Services Agreement, a Party (the “**Non-Defaulting Party**”) may terminate the Healthcare Services Agreement with immediate effect by written notice to the other Party (the “**Defaulting Party**”) without prejudice to any other rights and remedies the Non-Defaulting Party may have, if:

- (A) the Defaulting Party ceases to hold or have the benefit of or fails to obtain any licences, approvals, authorisations or consents required by any applicable law or regulation which are required to enable it to substantially carry out its obligations under the relevant Healthcare Services Agreement and, in the case of the Provider, where the Provider ceases to hold or have the benefit of or fails to obtain any licences, approvals, authorisations or consents required by any applicable law or

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regulation which results in the Provider being unable to provide a substantial proportion of the Services at the Facilities;

- (B) the Defaulting Party is in material breach (which includes a breach which becomes material by its persistence) of any provision of the relevant Healthcare Services Agreement and such breach has not, if capable of being remedied, been remedied to the reasonable satisfaction of the Non-Defaulting Party (save as to the time of the performance) within 30 days of receipt by the Defaulting Party of written notice from the Non-Defaulting Party requiring such remedy; or
- (C) an Insolvency Event occurs in respect of the Defaulting Party.

10. ASSIGNMENT AND SUB-CONTRACTING

- 10.1 Subject to Paragraph 10.2 and 10.3 of these Rules, neither Party shall assign, or purport to assign, all or any part of the benefit of, or its rights or benefits under, the Healthcare Services Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), save that:
- (A) Bupa may assign all (but not part) of the benefit of, or its rights or benefits under, the Healthcare Services Agreement to another member of the Bupa Group without obtaining the Provider's prior consent provided however, that (i) Bupa shall notify the Provider in writing forthwith upon assignment, and (ii) Bupa shall procure that any such assignee shall assign such benefits and rights back to Bupa or another member of the Bupa Group before such assignee ceases to be a member of the Bupa Group and (iii) such assignee shall be at least equivalent in financial and reputational status; and
 - (B) the Provider may assign all (but not part) of the benefit of, or its rights or benefits under, the Healthcare Services Agreement to another member of the Provider's Group without obtaining Bupa's prior consent provided however, that (i) the Provider shall notify Bupa in writing forthwith upon assignment, and (ii) the Provider shall procure that any such assignee shall assign such benefits and rights back to the Provider or another member of the Provider's Group before such assignee ceases to be a member of the Provider's Group and (iii) such assignee shall be at least equivalent in financial and reputational status and shall ensure that any information provided by the Provider applies equally to the assignee.
- 10.2 Bupa may, upon giving written notice to the Provider, at any time assign all or any part of the benefit of, or its rights or benefits under, the Healthcare Services Agreement to any person by way of security to a bank providing finance to a member of the Bupa Group (or any security trustee holding the benefit of security for such entities).
- 10.3 The Provider may, upon giving written notice to Bupa, at any time assign all or any part of the benefit of, or its rights or benefits under, the Healthcare Services Agreement to any person by way of security to a bank providing finance to a member of the Provider's Group (or any security trustee holding the benefit of security for such entities).
- 10.4 Bupa shall not sub-contract or enter into any arrangement whereby another person is to perform any or all of its obligations under the Healthcare Services Agreement without the consent of the Provider, such consent not to be unreasonably withheld or delayed, save that Bupa may from time to time sub-contract any or all of its obligations under the Healthcare Services Agreement to one or more members of the Bupa Group without the consent of the Provider provided that:

Provider Recognition and General Terms Rules

- (A) Bupa shall notify the Provider of any material sub-contract (being a contract under which the whole or substantially the whole) of Bupa's obligations under the Healthcare Services Agreement are to be performed by another person; and
- (B) such sub-contract shall be without prejudice to Bupa's obligations and liabilities and the Provider's rights and powers under the Healthcare Services Agreement.

This Paragraph shall not apply to the agreement dated 27 January 2006 between Bupa and Genpact International relating to the outsourcing of administrative services or any replacement of such agreement (the "**Outsourcing Agreement**") or any sub-contract of the services under the Outsourcing Agreement to a third party.

10.5 The Provider may from time to time sub-contract or enter into any arrangement whereby another person is to perform any or all of its obligations under the relevant Healthcare Services Agreement provided that the Provider shall not sub-contract any such obligations or enter into any such arrangement to an extent which would result in:

- (i) the whole or substantially the whole of the Provider's obligations under the relevant Healthcare Services Agreement being performed by a person other than the Provider;
- (ii) Members being physically treated at facilities other than the Facilities;
- (iii) the whole or substantially the whole of the any pathology, radiology, MRI services, CT or Out-Patient Services at any Facility or Facilities, if such Services are currently provided by the Provider at the date the relevant Healthcare Services Agreement is entered into, being provided by such other person; or
- (iv) a person other than the Provider having control of clinical governance or the management of nursing staff or theatre provision in relation to Treatment provided to Members or employing a majority of nursing or theatre staff,

without the consent of Bupa, such consent not to be unreasonably withheld or delayed.

Each sub-contract shall be without prejudice to the Provider's obligations and liabilities and Bupa's rights and powers under the relevant Healthcare Services Agreement.

11. NOTICES

11.1 A notice under the Healthcare Services Agreement shall only be effective if it is given in writing and signed by the Party giving the notice. Any notice under the Healthcare Services Agreement shall not be validly served if sent by electronic mail.

11.2 Any notice under the Healthcare Services Agreement shall be effectively served by delivering it personally to either the Bupa Commissioning Manager or the Provider Representative (as applicable) specified in Schedule 1 to the Provider Terms, by sending it by pre-paid recorded delivery or registered post to the address and for the attention of the Bupa Commissioning Manager or the Provider Representative (as applicable) specified in Schedule 1 to the Provider Terms, or by sending it to such other address in the United Kingdom as may be notified in writing from time to time by the relevant Party to the other Party.

11.3 Any notice under the Healthcare Services Agreement shall be deemed to be received:

Provider Recognition and General Terms Rules

- (a) if delivered personally, at the time of delivery; or
- (b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting,

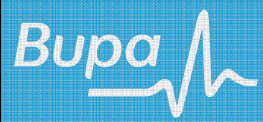
provided that if deemed receipt occurs after 5 p.m. on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9 a.m. on the next Business Day.

12. INTEREST

- 12.1 Each party shall be entitled, without prejudice to any other right or remedy, to receive interest on any payment not duly made pursuant to the terms of this Healthcare Services Agreement on the due date calculated from day to day at a rate per annum equal to the default interest rate of 2% over LIBOR from the day after the date on which payment was due up to and including the date of payment.

13. QUERIES IN RESPECT OF THESE RULES

Any queries in respect of these Provider Recognition and General Terms Rules should be submitted to the Bupa Commissioning Manager, who will use reasonable endeavours to respond to any queries within 14 Business Days.



BUPA HEALTH & WELLBEING UK

Services and Charges Rules

www.bupa.co.uk

Version 1 Effective 1 June 2012

SERVICES AND CHARGES RULES

These Services and Charges Rules set out the standard terms for provider services and charges that apply to the Healthcare Services Agreement Bupa has with the Providers.

Healthcare services agreements contain the terms of agreement between Bupa and individual healthcare service providers for the provision of general hospital services to Members.

Each healthcare service agreement consists of the Provider Terms and the Rules (including these Services and Charges Rules). The Provider Terms contain the bespoke details for each Provider and the Rules contain Bupa's standard terms. A Provider may have a series of healthcare services agreements to reflect the provision of services to different groups of Members or specific services.

Bupa may amend and republish these Services and Charges Rules in accordance with the change process set out in the Change Control Rules.

Definitions used in these Services and Charges Rules (and the other Rules) are contained in the Definitions Rules, except where otherwise defined in these Rules.

A. GENERAL SERVICES RULES

1. Access

Where a Facility provides any of the following Services under a Healthcare Services Agreement, it shall use reasonable endeavours to provide the relevant Services within 14 days of a Member's request (subject to Consultant availability):

- (a) any Out-Patient diagnostic test requested by a Consultant; and
- (b) Facility admission following an initial Out-Patient consultation.

For hospital admissions, each hospital shall use reasonable endeavours to ensure that the time between admission and surgery is minimised so as to cause minimal inconvenience to the Member. The hospital shall ensure that the Member is kept informed of when their procedure will take place.

2. Accommodation

Where a Facility provides any of the following Services under a Healthcare Services Agreement, it shall provide adequate and appropriate reception and waiting areas where the privacy and dignity of Members is respected.

In-Patients

Each Facility shall ensure that Members receiving In-Patient care are provided accommodation that includes:

- (a) A single well maintained bedroom with en suite bath or shower room;
- (b) The bath or shower room has suitable disabled access or is adequate for the provision of assisted bathing;
- (c) Armchairs for both patient and visitor use;

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- (d) Access to private telephone and television;
- (e) Free WiFi access (where WiFi is available in the building);
- (f) Adequate room temperature control including heating and ventilation; and
- (g) Adequate and secure storage for the Member's belongings.

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.

Parent Accompanying Child

Each Facility shall provide accommodation free of charge for one parent or guardian who stays overnight in Facility, to accompany:

- (a) a child who is an In-Patient and is aged under 16.
- (b) a child who is an In-Patient and is aged under 18 (for Bupa International members).
- (c) a person who, in the treating clinician's opinion, lacks capacity to make their own decisions or maximise their participation in any decision-making process thereby ensuring that all decisions taken about their care are in their best interests.

3. Catering

Each Facility shall ensure that catering arrangements for In-Patients include:

- (a) Meal choices meeting a variety of dietary requirements including special or cultural dietary requests;
- (b) A daily menu which is repeated no more than once per week, and which includes healthy eating options;
- (c) Drinks and light refreshments which are available at any time; and
- (d) Drinks and biscuits for visitors (for the avoidance of doubt, other refreshments may be chargeable).

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.

4. NHS Transfers

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Providers shall facilitate the transfer of any Member receiving Treatment at a Facility to a suitable NHS facility where that Member's cover under their Member Policy has expired and they, or their employer in the event they are a corporate customer, request such a transfer. No charge shall be made to a Member or to Bupa for the cost of the transfer.

5. Development of Facilities

Providers shall notify Bupa in a timely manner of any planned new builds, major refurbishments or significant changes to the facilities provided at a Facility advising how the impact for Members will be appropriately managed.

B. FIXED PRICE PACKAGES

7. Elements Included in Fixed Price Packages

The Charges for Services defined as Fixed Price Packages represent complete payment for those Services including (but not limited to):

- (a) Accommodation charges (including Critical Care);
- (b) Theatre charges (including multiple procedures and where a Member returns to theatre on an unplanned basis);
- (c) Pre-admission or pre-operative assessments or tests in connection with a treatment whether or not such assessments or tests are provided separately on an Out-Patient basis;
- (d) Nursing;
- (e) Drugs;
- (f) Dressings and consumables;
- (g) Blood handling and phlebotomy;
- (h) Pathology;
- (i) Histology;
- (j) Removal of sutures;
- (k) Diagnostic Radiology during the admission;
- (l) Physiotherapy (including hydrotherapy) during the admission;
- (m) Occupational therapy; and
- (n) Dietician's fees incurred during the admission.

If a Fixed Price Package has not been agreed then the Services shall be charged in accordance with the Item by Item Charges.

8. Surgical Procedure Packages

Services and Charges Rules

Surgical Procedure Packages are fully inclusive of all charges and include any of the items listed in Paragraph 7 of these Rules. Consultant fees and Prostheses are excluded unless specifically stated otherwise in the Charges or these Rules.

The prices agreed in the Charges apply whether the procedure is performed as an In-Patient, Day-Patient or Out-Patient.

The Charges agreed for these Surgical Procedure Packages are based on the complexity and length of stay defined in the version of the Schedule of Procedures available at the time this Healthcare Services Agreement is signed. In the event that the Schedule of Procedures is amended and the relevant complexity and length of stay changes, then Bupa and the Provider agree to enter into good faith discussions and to adjust the Charges for the relevant Surgical Procedure Packages accordingly.

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.

9. Day-Patient Surgical Packages

Unless a Surgical Procedure Package has been agreed for the procedure, procedures performed in a Day-Patient setting shall be charged using a Day-Patient Surgical Package according to the complexity of the procedure defined in the Schedule of Procedures, which will be fully inclusive of any of the items listed in Paragraph 7.

10. Out-Patient Surgical Packages

Unless a Surgical Procedure Package has been agreed for the procedure, procedures performed in an Out-Patient setting shall be charged using an Out-Patient Surgical Package according to the complexity of the procedure defined in the Schedule of Procedures, which will be fully inclusive of any of the items listed in Paragraph 7.

The Schedule of Procedures denotes those procedures that Bupa will only fund in an Out-Patient setting. Should it be Clinically Appropriate for these procedures to be performed in an In-Patient or Day-Patient setting then Bupa will only pay for such treatment if specific Pre-Authorisation has been granted.

11. Day-Patient Medical and Oncology Packages

Day-Patient Medical and Oncology Services where agreed, shall be charged using a Fixed Price Package and listed in the Charges.

12. Out-Patient Medical and Oncology Packages

Out-Patient Medical and Oncology Services where agreed, shall be charged using a Fixed Price Package and listed in the Charges.

C. ITEM BY ITEM CHARGES - Accommodation

13. Elements Included in all Accommodation Charges

The Charges for Accommodation represent complete payment and are all inclusive, other

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than for the Item by Item Charges set out in the relevant sections below. The Charges for Accommodation shall include (but not be limited to) the following:

- (a) Provision of a room and any special bed hire;
- (b) Provision or hire of additional or special equipment;
- (c) Meals for the patient (including all catering and associated services) and/or parent where applicable;
- (d) Laundry and linen;
- (e) Room cleaning, general housekeeping and associated consumables;
- (f) Nursing care, including any special nursing;
- (g) In-Patient physiotherapy;
- (h) Dieticians' fees;
- (i) Resident medical and surgical officer services;
- (j) On-call or out-of-hours services;
- (k) Ward drugs, dressings and consumables (with the exception of Separately Chargeable Drugs);
- (l) Oxygen therapy (including CPAP);
- (m) Blood gas analysis (when in a Critical Care setting)
- (n) Patient-controlled analgesia;
- (o) Admission packs;
- (p) Delivery and handling in respect of goods supplied to the Facility, with the exception of National Blood Transfusion Service and Bio Product Laboratory handling charges (which shall be charged as pathology), and any other items specifically mentioned in these Services and Charges Rules;
- (q) Phlebotomy;
- (r) Image intensifiers;
- (s) Removal of sutures;
- (t) Speech and occupational therapy (except as part of a recognised rehabilitation programme pre-authorised by Bupa);
- (u) Transfers to another facility or Facility for investigation or treatment;
- (v) Room hire and/or provision relating to Out-Patient consultations;
- (w) Pre-admission or pre-operative assessments or tests in connection with a

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treatment whether or not such assessments or tests are provided separately on an Out-Patient basis;

- (x) Discharge information packs;
- (y) Early admission/late discharge;
- (y) Recovery fees;
- (z) Accommodation charges, where the patient is not occupying the room (e.g. when the patient is in a Critical Care Facility);
- (aa) Mobile ECG monitoring (telemetry);
- (bb) Out-Patient treatment charges as part of an In-Patient or Day-Patient treatment charge;
- (cc) Cancellation charges;
- (dd) Ineligible items or services under the applicable Rules;
- (ee) Charges during an evening stay before subsequent Day-Patient surgery, unless there are clinical reasons for the stay that have been discussed and agreed with the Bupa Provider Service Centre prior to admission; and
- (ff) Reconstitution fees.

If a Facility agrees to accommodate a Member while they are undergoing treatment at another hospital or medical facility, the Facility will accept all transport costs between facilities associated with the Member's stay and will not pass such costs on to Bupa or the Member unless the Member has given their informed consent in writing to pay for such costs.

14. In-Patient Accommodation (Surgical and Medical)

Unless a Fixed Price Package has been agreed, the daily charges for In-Patient Accommodation are set out in the Charges and include charges for all services set out in Paragraph 13 but exclude Separately Chargeable Drugs and Separately Chargeable Prostheses.

15. Day-Patient Accommodation (Medical and Oncology)

Unless a Fixed Price Package has been agreed, the charges for Day-Patient Accommodation are set out in the Charges and include charges for all services set out in Paragraph 13 but exclude Separately Chargeable Drugs and Separately Chargeable Prostheses.

16. Practice Changes

Unless a Fixed Price Package has been agreed for the procedure being performed, Charges for Covered Treatment shall be based upon the setting (i.e. Day-Patient, In-Patient or Out-Patient) specified in the Bupa Schedule of Procedures. Where Covered Treatment takes place in a setting different to that specified in the Schedule of Procedures, additional payment for the changed setting shall only be made where

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specific Pre-Authorisation has been obtained for the changed setting.

17. Critical Care Accommodation

Each Facility shall provide accommodation for Members receiving Critical Care in an appropriate unit providing the required level of treatment including facilities, quality of treatment and staffing.

The daily charges for Critical Care Accommodation are set out in the Charges.

Members who are admitted to an NHS hospital critical care facility from any Facility shall be treated as an NHS patient and as such, Bupa shall not be responsible for the cost of treatment in such NHS hospital critical care facility.

D. ITEM BY ITEM CHARGES - Theatre

18. Theatre Provision

Each Facility shall provide a suitably equipped and staffed theatre facility and recovery unit appropriate for the provision of the surgical procedure required by a Member. For the avoidance of doubt each Facility shall provide the facility and nursing staff but except as expressly set out otherwise in the relevant Healthcare Services Agreement shall not provide any Consultant surgeon or Consultant anaesthetist services.

Unless a Fixed Price Package has been agreed, the charges for Theatre Provision are set out in the Charges and shall be calculated and charged by each Facility according to the hospital complexity classification of the procedures undertaken, as shown in the Schedule of Procedures.

The Facility shall charge separately for theatre rental, theatre drugs and consumables where a Member returns to theatre on an unplanned basis.

19. Theatre Drugs, Dressings and Consumables Provision

Each Facility shall provide any theatre drugs, dressings and consumables required in a theatre for the purposes of a surgical procedure carried out under the terms of a Healthcare Services Agreement.

Unless a Fixed Price Package has been agreed, the charges for Theatre Drugs and Consumables Provision are set out in the Charges and shall be calculated and charged according to the hospital complexity classification of the most complex procedure undertaken, as shown in the Schedule of Procedures.

20. Theatre Charges – Bilateral or Multiple Procedures

Where more than one surgical procedure is performed under the same anaesthetic, and unless a Fixed Price Package has been agreed for the primary procedure, the Facility may charge 100% of the theatre Charges for the primary procedure and 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.

Services and Charges Rules

Where more than one procedure is performed at the same time and under one anaesthetic, the Facility shall make only one charge for theatre drugs, dressings and consumables provision pertaining to the most complex procedure performed.

E. ITEM BY ITEM CHARGES - Diagnostics Tests and Other Ambulatory Services (including pathology, radiology and physiotherapy)

21. Physiotherapy

Each Facility (where a Healthcare Services Agreement includes physiotherapy) shall ensure that each physiotherapist providing these services to a Member complies with the requirements set out in the Clinical Quality Rules.

In-Patient Physiotherapy

Providers providing In-Patient physiotherapy under a Healthcare Services Agreement agree that patients requiring In-Patient physiotherapy will be seen within 4 hours of the request being made (such 4 hours to be timed only within during Working Hours), and where the Facility provides Critical Care, will offer 24 hour access to In-Patient physiotherapy as necessary, 7 days a week. In the case of Facilities that do not provide Critical Care, sufficient In-Patient physiotherapy shall be provided over a weekend to adequately support any patient undergoing surgery on a Friday and remaining an In-Patient over the weekend. No charge shall be made for In-Patient physiotherapy as the charges for these services are included in the Accommodation Charges.

Out-Patient Physiotherapy

Providers providing physiotherapy under a Healthcare Services Agreement agree that Members receiving Out-Patient physiotherapy Treatment will be:

- (a) offered an appointment for physiotherapy within 2 working days of a request;
- (b) given printed information regarding their condition and treatment options; and
- (c) given the opportunity to complete a customer satisfaction survey which will be reviewed and acted upon if necessary to demonstrate Good Clinical Practice.

Each Provider shall agree to complete Out-Patient Physiotherapy treatment for Members within an average of 4 sessions per course of Treatment measured across all Members receiving physiotherapy treatment at the Facilities within any one year. Any deviation from this target will also require the provision of evidence to support the need for increased activity.

Providers shall offer the first stage of physiotherapy after discharge from Facility within the timescales requested by the Consultant in their discharge plan.

Charges for Out-Patient Physiotherapy are set out in the Charges and are fully inclusive of all fees relating to the treatment, including the physiotherapists' fees. No separate charges shall be made for room fees, additional equipment, anything listed in Paragraph 7 to these Services and Charges Rules, or anything else required to deliver effective treatment.

Invoices shall clearly show the appropriate charge code and description listed in the Charges as well as the number of units or sessions of treatment.

Services and Charges Rules

22. Diagnostic Tests

Each Facility shall provide the diagnostic tests set out in the Charges and these shall be fully inclusive of all charges including staff, equipment and consumables required to carry out the test, and provide an output test result in a suitable form to be used by the Consultant for the purposes of reporting and interpretation.

In respect of diagnostic pathology and radiology tests only, each Facility shall, unless otherwise agreed, provide the interpretation of the test results and/or readings from an appropriately qualified Consultant pathologist or radiologist, and the charges shall be inclusive of such interpretation and Consultants' fees.

Diagnostic Tests shall be charged to Bupa using the appropriate charge code and description listed in the Charges. Alternatively, each facility shall ensure that its own internal codes for such Diagnostic Tests are mapped to the appropriate charge code within Healthcode. Invoices shall clearly show the number of units of treatment. No separate charges shall be made for phlebotomy and a Provider shall only charge at cost price for any National Blood Transfusion Service and Bio Product Laboratory handling charges.

Where the service is not listed in the Charges, the Provider shall request the addition of the service to the Charges by way of a Change Order Form. The completed Change Order Form must be signed by the Bupa Commissioning Manager and the Provider Representative before it takes effect.

Bupa reserves the right to negotiate and agree alternative pricing directly with a third party laboratory or other supplier of pathology services, in which case a Provider shall charge Bupa the lower of (a) the price listed in Appendix 2, or (b) the Bupa negotiated price.

23. CT (including contrast and reporting fee) Package

The charges for CT are set out in the Charges and are fully inclusive of all Facility and Consultant charges.

More than one body part scanned on the same day shall be charged as two, three or additional part scans, as applicable, irrespective of any position or equipment change. A post contrast scan is not chargeable as an extra part.

24. P.E.T. Scanning

The charges for P.E.T. scanning are fully inclusive of all related charges, including radiologist's fees and are set out in the Charges.

25. MRI (In-Patient and Day-Patient only)

Charges for MRI scanning are fully inclusive of all related charges, including radiologist's fees. Out-Patient MRI is not covered by the Healthcare Services Agreement.

F. DRUGS

26. Separately Chargeable Drugs

Each Facility shall provide drugs where required for a Member's Treatment.

Services and Charges Rules

Unless the procedure performed is charged as a Fixed Price Package, a Provider may charge Bupa for any Separately Chargeable Drugs where required for a Member's Treatment. The charges for any drugs shall include any reconstitution required.

Subject to the Pre-Authorisation and Drugs to Take Away requirements (at Paragraph 27 below), Bupa shall only pay, and each Facility shall only charge for Separately Chargeable Drugs (as constituted at the time of Treatment whether for In-Patient, Day-Patient, or Out-Patient treatment). All other charges for any drugs whatsoever are included in the Charges, and the Provider shall not be entitled to charge the Member for any other drugs in connection with any Covered Treatment.

Separately Chargeable Drugs shall be charged at the price equal to:

- (a) the British National Formulary (**BNF**) listed price (excluding VAT);

save that Bupa reserves the right to negotiate and agree alternative pricing directly with the manufacturer or supplier of the drug, in which case the Provider shall charge Bupa the lower of:

(i) the BNF listed price; or

(ii) the Bupa negotiated price (excluding VAT); and

- (b) if any VAT is routinely charged by third parties to a Provider in respect of the supply of such drugs to the Provider, the Provider's VAT Costs. In calculating the amount of the Provider's VAT Costs, the relevant VAT rate shall be the rate that was applicable to supplies of the drugs in question at the time when the supply to the Provider took place or was treated, for VAT purposes, as having taken place,

In exceptional circumstances, Bupa may also pay for drugs separately other than in accordance with this Paragraph 26 on a one-off basis, but in such cases the drugs planned to be used must be specifically Pre-Authorised on each occasion. This may include drugs used out of licence and if the drug and patient are part of a recognised medical trial and the costs are not being funded through other sources, such as the Medical Research Council or by the manufacturer.

27. Drugs to Take Away

Each Facility shall provide a reasonable quantity of drugs post-discharge required for a Member who has received treatment as an In-Patient or Day-Patient in order to afford the Member sufficient time to obtain an NHS prescription from a GP for the drugs they need.

No charge shall be made to a Member for the cost of drugs supplied to them to take away and the Facility shall not invoice Bupa for these drugs unless the following circumstances apply:

- (a) where they are prescribed by the Facility in connection with chemotherapy treatment;
- (b) where it is not possible for the Member to obtain a prescription for such drugs from a General Practitioner; and
- (c) where Pre-Authorisation is obtained from the Bupa Clinical Support Team.

In these circumstances a Provider will charge Bupa as set out for Separately Chargeable Drugs at Paragraph 26 above.

Services and Charges Rules

G. PROSTHESES

28. Separately Chargeable Prostheses

Each Facility shall supply any prostheses where required for a Member's Treatment.

In addition to any other charge that may be raised under a Healthcare Services Agreement, including where the procedure performed is charged as a Fixed Price Package, a Provider may charge Bupa for Separately Chargeable Prostheses where required for a Member's Treatment.

Separately Chargeable Prostheses shall be charged at the price equal to:

- (a) the cost price net of any prospective or retrospective discounts or rebates agreed between a Provider and their supplier (excluding VAT);

save that Bupa reserves the right to negotiate and agree alternative pricing directly with the manufacturer or supplier of prostheses, in which case the Provider shall charge Bupa the lower of:

- (i) the cost price net of any prospective or retrospective discounts or rebates agreed between a Provider and their supplier (excluding VAT); or
- (ii) the Bupa negotiated price (excluding VAT); and
- (b) if any VAT is routinely charged by third parties to the Provider in respect of the supply of such prostheses to the Provider, the Provider's VAT Costs. In calculating the amount of the Provider's VAT Costs, the relevant VAT rate shall be the rate that was applicable to supplies of the prosthesis in question at the time when the supply to the Provider took place or was treated, for VAT purposes, as having taken place,

When invoicing Bupa, should the Provider be unable to apply any level of discount or rebate in accordance with Paragraph 28(i) above, due to the way in which the retrospective discount or rebate is calculated (according to the agreement between the Provider and their supplier), then the details of such rebate or discount calculation shall be shared with Bupa and the Provider shall keep appropriate records of the Separately Chargeable Prostheses supplied to Bupa Members. The Provider shall within 14 Business Days of the receipt of such discount or rebate from their supplier, reimburse Bupa with the appropriate discount or rebate in accordance with this Paragraph 28.

H. CONSULTANTS

With the exception of radiology and pathology services, and save as expressly set out in a Healthcare Services Agreement, the Services do not include the services of any Consultant.

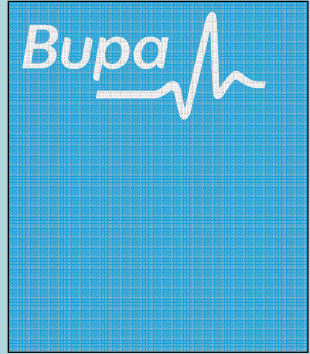
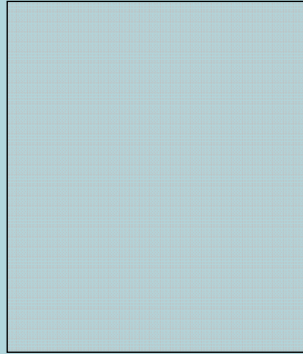
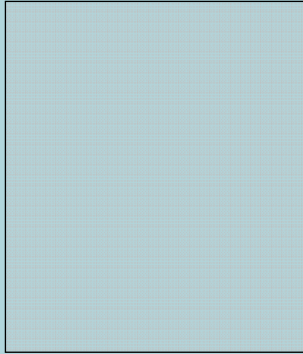
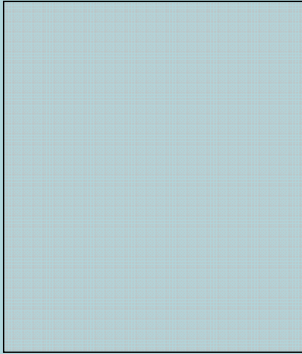
The Parties acknowledge that Consultants providing radiology and pathology services provide such services under arrangements with a Provider and not under separate arrangements with the Member or with Bupa.

Bupa acknowledges that, subject to the previous Paragraph, Consultants who provide medical services to Members do so under separate arrangements with those Members and are not engaged or subcontracted by the Provider.

Services and Charges Rules

I **QUERIES IN RESPECT OF THESE RULES**

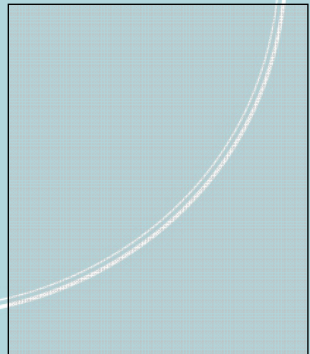
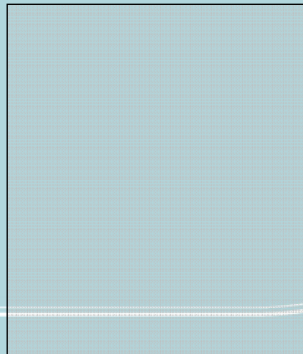
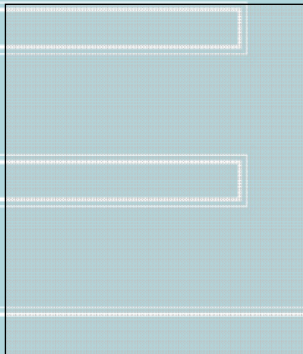
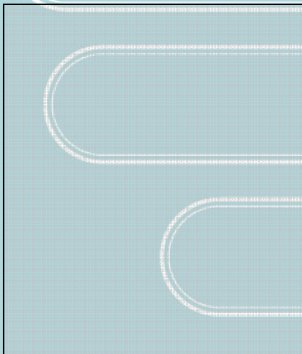
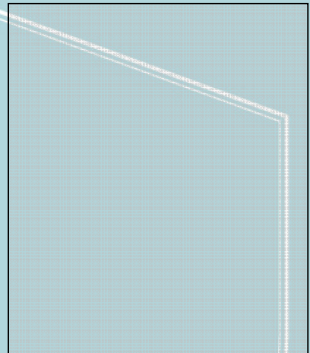
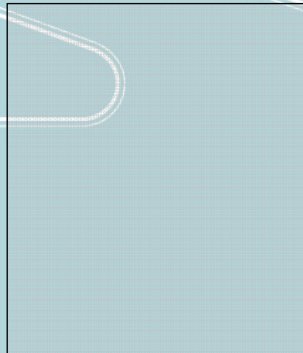
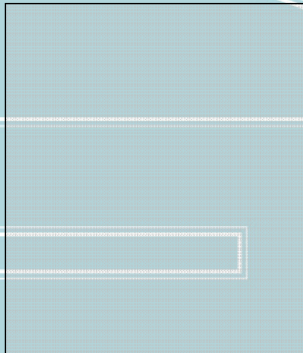
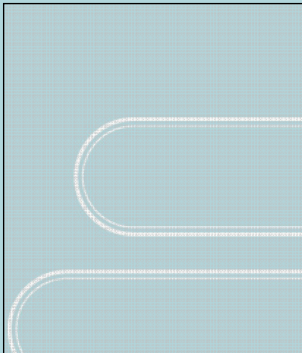
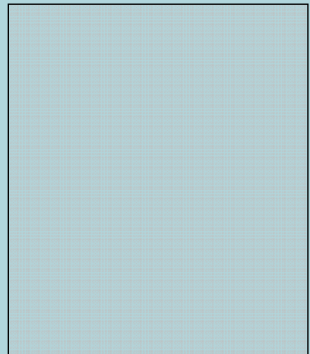
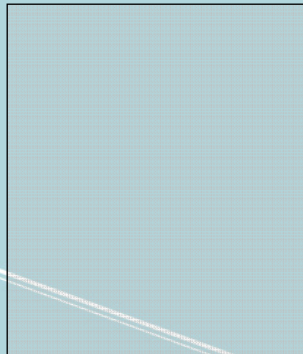
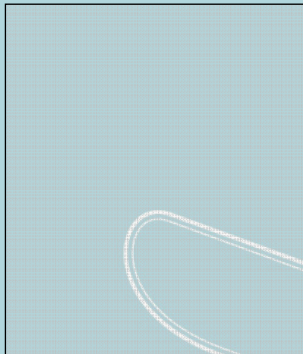
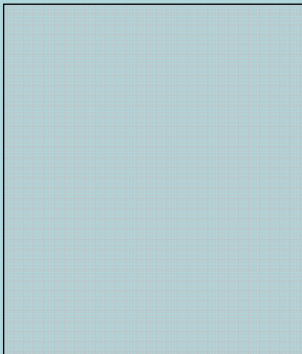
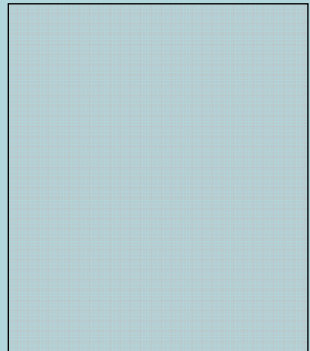
Any queries in respect of these Services and Charges Rules should be submitted to the Bupa Commissioning Manager who will use reasonable endeavours to respond to any queries within 14 Business Days.



BUPA HEALTH & WELLBEING UK

Clinical Quality Rules

www.bupa.co.uk Version 1 Effective 1 June 2012



CLINICAL QUALITY RULES

These Clinical Quality Rules set out the standard terms for the clinical quality of services that apply to the Healthcare Services Agreement which Bupa has with the Provider.

Healthcare services agreements contain the terms of the agreement between Bupa and individual healthcare service providers for the provision of general hospital services to Members.

Each healthcare services agreement consists of the Provider Terms and the Rules (including these Clinical Quality Rules). The Provider Terms contain the bespoke details for each Provider and the Rules contains Bupa's standard terms. A Provider may have a series of healthcare services agreements to reflect the provision of services to different groups of Members or specific services.

Bupa may amend and republish these Clinical Quality Rules in accordance with the change process set out in the Change Control Rules.

Definitions used in these Clinical Quality Rules (and the other Rules) are contained in the Definitions Rules, except where otherwise defined in these Rules.

1. MANAGEMENT OF CARE

1.1 The Provider shall comply with and shall procure that each member within its Provider's Group complies with these Clinical Quality Rules to ensure that its or their Facilities meet the standards set out in these Clinical Quality Rules. If the Provider or any member of the Provider's Group fails to comply with its or their obligations in these Rules with respect to each or any Facility, and in any material respect, Bupa shall be entitled to withhold payment of any invoices relating to:

- (a) Services adversely affected by the Provider's, or the member of the Provider's Group's, failure to meet its or their obligations; and
- (b) Members adversely affected by such failure,

in both cases only to the extent that the Charges in the invoice relate to the Services and Member so adversely affected and Bupa gives the Provider prior written notice of its intention to withhold payment and its reasons for doing so. Bupa shall, subject to Paragraph 1.2, pay the Provider any sums retained in accordance with this Paragraph 1.1 within twenty (20) Business Days of it having confirmed to its reasonable satisfaction that the consequences of the relevant failure and the matters which gave rise such failure have been resolved, in which case the sums retained shall be paid without interest.

The Provider shall be entitled to give notice to Bupa that it believes the consequences of the relevant failure and the matters which gave rise such failure will have been resolved to Bupa's reasonable satisfaction, in which case Bupa shall have 10 Business Days to respond to such notice, stating whether it agrees. Where Bupa does agree, it shall pay the Provider any sums retained in accordance with this Paragraph 1.1 within twenty (20) Business Days of doing so, in which case the sums retained shall be paid without interest.

Nothing in this Clause 1.1 shall prevent the Provider from raising an issue arising under this Clause as a Dispute under the Dispute Rules. In situations where Bupa withhold payment of any invoices under this Paragraph, and the Provider or the Facility can

Clinical Quality Rules

demonstrate to Bupa's reasonable satisfaction that it or the Facility concerned had complied with its or their obligations in these Rules in respect of the withheld amounts and no such failure to comply had occurred, then any amounts withheld by Bupa under this Paragraph shall be repaid to the Provider with interest calculated in accordance with Paragraph 12.1 of the Provider Recognition and General Terms Rules, such interest to be due from the date that the invoice would have become due for payment,

1.2 In the event that:

- (a) the matters which gave rise to the failure(s) referred to in Paragraph 1.1 are not capable of being resolved or have not been resolved within thirty (30) Business Days of the failure first arising; or
- (b) the matters which gave rise to the failure(s) referred to in Paragraph 1.1 occurs within three (3) calendar months of the same or substantially the same failure arising which had previously given Bupa cause to withhold money from the Provider in accordance with Paragraph 1.1,

then Bupa may permanently retain any sums withheld pursuant to Paragraph 1.1 in respect of such failure or, in the case of Paragraph 1.2(b), such subsequent failure. Nothing in this Clause 1.2 shall prevent the Provider from raising an issue arising under this Clause as a Dispute under the Dispute Rules. In situations where Bupa withhold payment of any invoices under this Paragraph, and the Provider or the Facility can demonstrate to Bupa's reasonable satisfaction that it or the Facility concerned had complied with its or their obligations in these Rules in respect of the withheld payments, and no such failure had occurred, then any amounts withheld by Bupa under this Paragraph shall be repaid to the Provider with interest calculated in accordance with Paragraph 12.1 of the Provider Recognition and General Terms Rules, such interest to be due from the date that the invoice would have become due,

1.3 The Provider shall, or shall procure that the relevant member of the Provider's Group shall, in respect of each and every Facility:

- (a) provide to Members only those Services for which it is recognised in accordance with its Recognition Status under the Healthcare Services Agreement and which that Facility has the capability and capacity to provide safely and in a Clinically Appropriate manner;
- (b) comply with all necessary statutory or legal requirements, including as regulated by the Care Quality Commission and any other health and safety regulations;
- (c) meet the Essential Standards of Quality and Safety as regulated, monitored and assessed by the Care Quality Commission and rectify any shortfalls relative to the relevant standards within the timelines agreed with the Care Quality Commission;
- (d) provide the Services to Members in accordance with Good Clinical Practice and consistent with professional standards of medical care generally accepted in the medical profession;
- (e) suspend Services where they cannot be provided safely in which case the Provider shall inform Bupa in writing before suspension of such Services or as soon as reasonably possible thereafter;
- (f) implement clinical protocols and care pathways based upon evidence-based practice and encourage Consultants to practise within such guidelines;

Clinical Quality Rules

- (g) operate within the Bupa length of stay guidelines as published within the Schedule of Procedures (unless different length of stay periods are approved by Bupa);
- (h) have an Infection Control Policy and Procedures issued by an Infection Control Committee (or equivalent),. These shall include:
 - (i) screening of patients transferred between facilities against the possibility of cross-infection;
 - (ii) training of staff in the measures required to prevent cross-infection;
 - (iii) correct isolation precautions for patients with any potentially pathogenic organism or known communicable disease; and
 - (iv) have access to advice from a consultant microbiologist as appropriate;
- (i) have a formal clinical governance framework in place;
- (j) have a documented process for the investigation of adverse incidents and/or complaints of a serious clinical nature, and where the incident or complaint relates to a Member, provide the outcome of any such investigation to Bupa;
- (k) have a documented process for the granting of practising privileges or recruitment of Consultants working within a Facility which ensures the Consultant has the qualifications, skills, insurance and expertise necessary for the work to be performed and is registered with the relevant professional body;
- (l) ensure that each health care professional carrying out Services to a Member has the qualifications, skills and expertise necessary for the work to be performed and is registered with the relevant professional body;
- (m) ensure all staff undertake relevant learning and development in order to meet mandatory and professional development requirements for their designated roles and professional registration;
- (n) work in collaboration with Bupa to encourage the optimum level of service to Members;
- (o) participate in recognised or regulated national clinical audit programmes and patient outcomes studies, for example, the National Confidential Enquiry in to Patient Outcome and Death survey in the UK; and
- (p) participate in such clinical audit and outcomes analysis as Bupa may reasonably request provided reasonable notice is given of such audit or analysis.

2. QUALITY ASSESSMENT

- 2.1 Bupa has a defined Clinical Governance framework, and the Bupa board and Medical Advisory panel require information on the safety, quality and efficacy of services it funds for Members. The collection of clinical data from providers ensures compliance with these Clinical Governance standards is maintained.
- 2.2 The Provider shall, or shall procure that the relevant member of the Provider's Group shall, in respect of each and every Facility:

Clinical Quality Rules

- (a) accurately complete Bupa's Quality Assurance documents prior to the signature of this Agreement and every 3 years thereafter where relevant and as required by Schedule 1 to the Provider Terms;
- (b) provide to Bupa a summary of the clinical quality key performance indicators in the format and frequency set out in Appendix A to these Rules for all Members treated at each Facility;
- (c) submit Patient Reported Outcomes Programme ("PROMs") data to Bupa in the format and frequency set out in Appendix A to these Rules; and
- (d) provide an annual statement of the quality assurance measures set out in Appendix A to these Rules together with details of associated remedial actions being taken where relevant.

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.

3. NOTIFICATIONS

- 3.1 The Provider shall, or shall procure that the relevant member of the Provider's Group shall, in respect of each and every Facility:
- (a) notify Bupa as soon as practicable in the event that any of the information provided in its most recent submission to Bupa of Bupa's Quality Assurance Documents changes during the course of the Healthcare Services Agreement in any material respect;
 - (b) notify Bupa within 2 Business Days of it recognising an incident or event which is notifiable under Regulation 28 of the CQC, any serious breach of data security in relation to Member records, and also any event which may have the potential to damage Bupa's commercial reputation by association;
 - (c) notify Bupa of any Care Quality Commission inspections which have taken place, and of any statutory or improvement notices issued by the Care Quality Commission; and
 - (d) notify Bupa within 5 Business Days of any Consultant whose practising privileges have been removed or who has been suspended from the Facility and/or removed from the GMC register.
 - (e) notify Bupa within 2 Business Days of it recognising the occurrence of any of the following "Never Events" relating to a Bupa member:
 - (i) Wrong site surgery, including wrong patient;
 - (ii) Retained foreign object;
 - (iii) Medication error resulting in death of a patient;
 - (iv) Maladministration of potassium-containing solutions;
 - (v) Wrong route administration of chemotherapy;

Clinical Quality Rules

- (vi) Transfusion of ABO-incompatible blood components;
- (vii) In patient/resident suicide in hospital;
- (viii) Misplaced naso- or oro-gastric tubes;
- (ix) Patient death or serious disability associated with a fall;
- (x) Entrapment in bedrails;
- (xi) Maladministration of insulin; and
- (xii) anything else reasonably considered to be a “Never Event” with reference to the applicable ‘Never Event’ list that is published by the Department of Health at the time of the event.

4. QUERIES IN RESPECT OF THESE RULES

- 4.1 Any queries in respect of these Clinical Quality Rules should be submitted to the Bupa Commissioning Manager who will use reasonable endeavours to respond to any queries within 14 Business Days.

Clinical Quality Rules

APPENDIX A

The Provider shall ensure that Bupa is provided with a summary of the clinical quality key performance indicators in the format and frequency set out below for all patients treated at each Facility. The information should be sent by email to healthcarequality@bupa.com.

General Clinical Quality

Indicator	Frequency of reporting – at the end of each 3 month calendar period i.e. end March; end June; end Sept; end Dec.	Provider data (to be completed by the Provider and returned to Bupa)
MRSA bacteraemia	<ul style="list-style-type: none"> Rate of MRSA bacteraemia per 10,000 bed days as per CQC/HPA definitions 	
Clostridium difficile	<ul style="list-style-type: none"> Rate of C. difficile cases per 1,000 bed days 	
Orthopaedic surgical site infection	<ul style="list-style-type: none"> % surgical site infections as proportion of hip arthroplasties performed % surgical site infections as proportion of knee arthroplasties performed 	
DVT/PE	<ul style="list-style-type: none"> % cases DVT/PE inpatient as proportion of all inpatient admissions 	
Peri-operative mortality	<ul style="list-style-type: none"> % deaths within 48 hrs of inpatient anaesthetic episode 	
Return to theatre	<ul style="list-style-type: none"> % unplanned returns to theatre as a proportion of visits to theatre 	
Unplanned transfer	<ul style="list-style-type: none"> % unplanned transfers as a proportion of total discharges 	
Unplanned readmission	<ul style="list-style-type: none"> % unplanned readmissions within 28 days as a proportion of total discharges 	
Adverse clinical incidents	<ul style="list-style-type: none"> Number of adverse clinical incidents resulting in severe harm or death as per NPSA definitions, per 1000 bed days 	

Clinical Quality Rules

Clinical Effectiveness (PROMs)

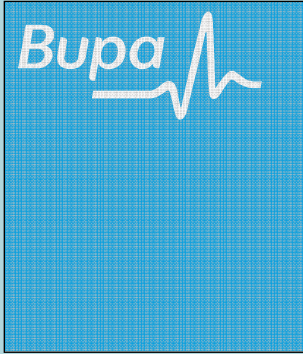
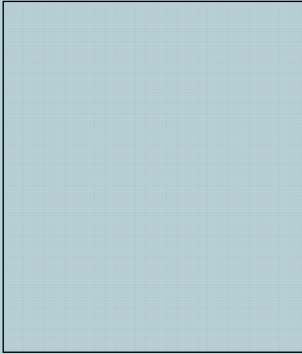
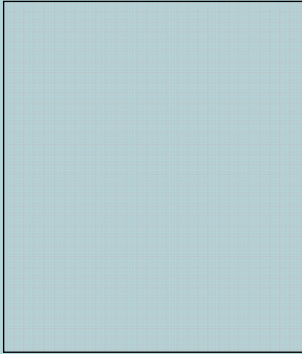
Indicator	Frequency of reporting – every 6 months at the end of June and end of December following from the date of this Healthcare Services Agreement	Provider data (to be completed by the Provider and returned to Bupa)
Hip replacements	<ul style="list-style-type: none"> Mean % increase between baseline and follow-up score per Facility and Provider Group overall if applicable (Oxford score for hip arthroplasty or EQ5D) 	
Knee replacements	<ul style="list-style-type: none"> Mean % increase between baseline and follow-up score per Facility and Provider Group overall if applicable (Oxford score for knee replacement or EQ5D) 	
Groin hernia surgery	<ul style="list-style-type: none"> Mean % increase between baseline and follow-up score per Facility and Provider Group overall if applicable (Oxford score for hernia surgery or EQD) 	
Varicose vein surgery	<ul style="list-style-type: none"> Mean % increase between baseline and follow-up score per Facility and Provider Group overall if applicable (Aberdeen W questionnaire EQ5D) 	

Annual Quality Assurance statements

Indicator	Frequency of reporting –at the end of each calendar year following from the date of this Healthcare Services Agreement	Provider data (to be completed by the Provider and returned to Bupa)
Mandatory staff training	Annual mandatory training programmes have been undertaken by all staff	
Continuing professional development	Assurance that CPD is in place for all relevant staff	
TSSU / infection control	Confirmation that a best practice policy is in place. Date of last update	
Early Warning System (EWS)	Confirmation that early warning systems are in use	
Patient records	Monitoring of compliance with Facility's record keeping policies has taken place	
WHO Surgical Safety Checklist	Confirmation that the WHO checklist is in place and reports on instances of failure	

Clinical Quality Rules

Indicator	Frequency of reporting –at the end of each calendar year following from the date of this Healthcare Services Agreement	Provider data (to be completed by the Provider and returned to Bupa)
National Joint Registry compliance	Confirmation on the data submitted to the NJR	
PROMS data	Confirmation of the collection of PROMS data at all sites	

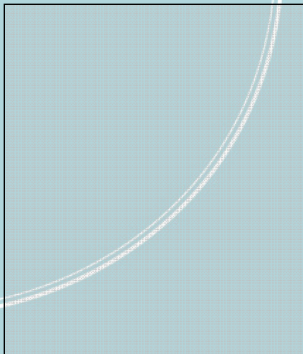
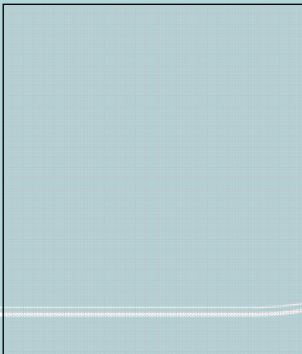
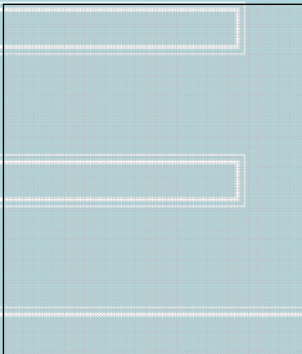
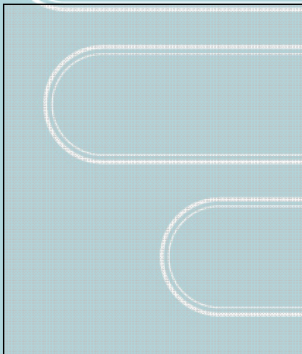
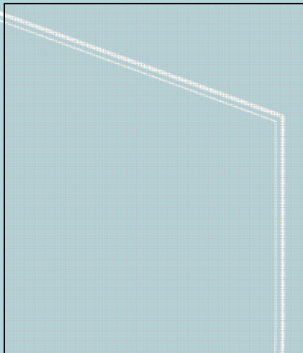
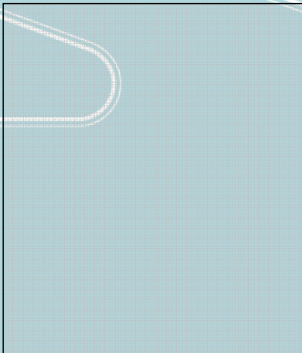
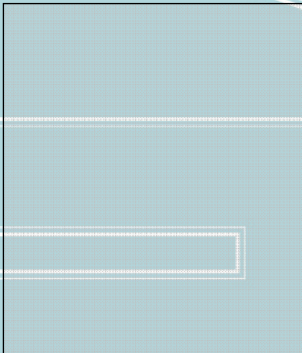
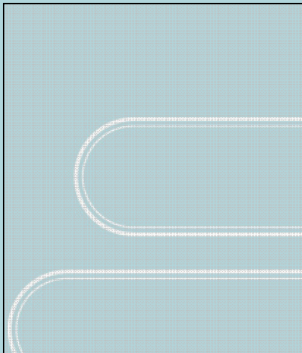
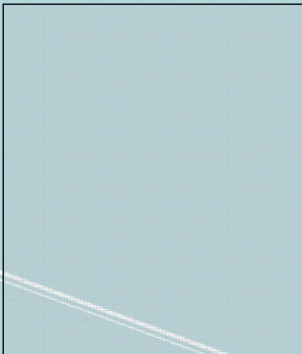
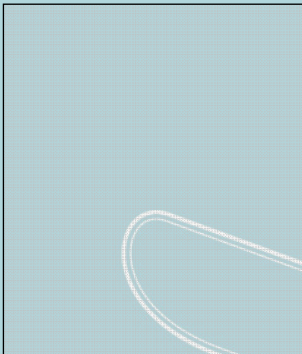
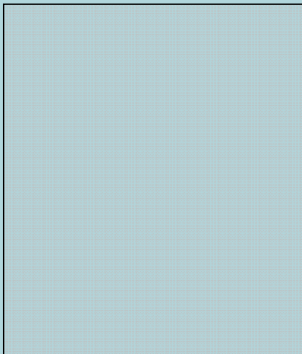
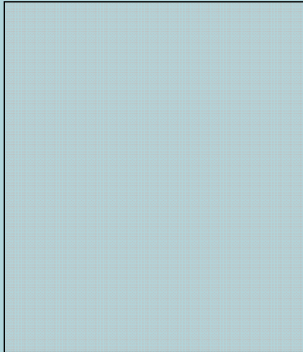


BUPA HEALTH & WELLBEING UK

Pre-Authorisation Rules

www.bupa.co.uk

Version 1 Effective 1 June 2012



PRE-AUTHORISATION RULES

These Pre-Authorisation Rules set out the standard terms for Pre-Authorisation that apply to the Healthcare Services Agreement which Bupa has with the Provider.

Healthcare services agreements contain the terms of the agreement between Bupa and individual healthcare service providers for the provision of general hospital services to Members.

Each healthcare services agreement consists of the Provider Terms and the Rules (including these Pre-Authorisation Rules). The Provider Terms contain the bespoke details for each Provider and the Rules contains Bupa's standard terms. A Provider may have a series of healthcare services agreements to reflect the provision of services to different groups of Members or specific services.

Bupa may amend and republish these Pre-Authorisation Rules in accordance with the change process set out in the Change Control Rules.

Definitions used in these Pre-Authorisation Rules (and the other Rules) are contained in the Definitions Rules, except where otherwise defined in these Rules.

1. CONFIRMING MEMBER PRE-AUTHORISATION

- 1.1 In reasonable time prior to Treatment taking place, each Facility shall access Providers Online to confirm whether a Member has Pre-Authorised such Treatment. If Providers Online is unavailable then the Facility shall contact Bupa directly by telephone on 08457 55 33 33.
- 1.2 If a Pre-Authorisation relating to a Member's Treatment does not appear on Providers Online prior to the Treatment taking place, or appears to be incorrect, then the Provider shall ensure that the admitting Facility must:
 - (a) in the first instance, contact and inform the Member that they must Pre-Authorise their Treatment with Bupa prior to arriving at the Facility with the correct information relating to their Treatment; or
 - (b) contact Bupa directly by telephone on 08457 55 33 33 (or the number displayed on the Member's membership card or such other number as may be provided by Bupa to the Provider from time to time),

In the case of patients undergoing treatment for mental health and wellbeing, the admitting Facility shall contact Bupa directly in accordance with Paragraph (b) above.

- 1.3 This Paragraph 1 shall not apply to Pre-Authorisation for Critical Care, extended lengths of stay, Separately Chargeable Drugs and Separately Chargeable Prostheses, and Treatment outside of a Facility, all of which shall require Pre-Authorisation obtained by the Provider or the relevant member of the Provider's Group directly from Bupa in accordance with the relevant Paragraph of these Rules.

2. OBTAINING DIRECT PRE-AUTHORISATION

- 2.1 If after complying with the requirements of Paragraphs 1.1 and 1.2, the Provider or the relevant member of the Provider's Group is of the view (or should be of the view that) the Member has not Pre-Authorised their Treatment prior to the Treatment taking place, then

Pre-Authorisation Rules

the Provider shall, or shall procure that the relevant member of the Provider's Group shall, seek and obtain Pre-Authorisation of that Treatment which is to be undertaken at the relevant Facility directly from Bupa in accordance with this Paragraph 2.

- 2.2 Where required under Paragraph 2.1, the Provider, or the relevant member of the Provider's Group, shall obtain Pre-Authorisation as follows:
- (A) first, by way of Bupa's two-way electronic pre-authorisation system (which system is available for use during Working Hours and from 8.00 a.m. to 1.00 p.m. on Saturday or, in the case of Treatment provided to Members of Non-UK Schemes, 24 hours a day, 7 days a week);
 - (B) if Bupa's two-way electronic pre-authorisation system is not available or Pre-Authorisation in accordance with Paragraph (A) above is otherwise not possible, by Healthcode's secure messaging system to Bupa; or
 - (C) if Pre-Authorisation in accordance with Paragraph (B) above is not possible, by telephone to Bupa on 08457 55 33 33 (or the number displayed on the Member's membership card or such other number as may be notified in writing by Bupa to the Provider from time to time).

Where in the reasonable opinion of the Provider (or the relevant member of the Provider's Group), it is necessary to carry out Treatment outside of the hours set out in Paragraph (A) above and it has not been possible for the Provider (or the relevant member of the Provider's Group) to obtain Pre-Authorisation for this reason, then the Provider (or the relevant member of the Provider's Group) must seek retrospective authorisation for the Treatment within the next Business Day (to include for the purposes of this Paragraph the hours of 8.00 a.m. to 1.00 p.m. on Saturday) using one of the methods above.

- 2.3 Where Pre-Authorisation is sought in accordance with Paragraph 2.2 above, Bupa shall, or shall procure that another member of the Bupa Group shall, confirm any Pre-Authorisation using Providers Online, by telephone or by Bupa's two-way electronic pre-authorisation system as appropriate. Any Pre-Authorisation provided by Bupa or another member of the Bupa Group shall be subject to the terms stated therein and shall be valid for 45 days from the date of such Pre-Authorisation.
- 2.4 Where a Member and the Provider (or the relevant member of the Provider's Group) have failed to obtain Pre-Authorisation prior to commencing any Treatment, and/or providing further Treatment not covered by an existing Pre-Authorisation, then the Provider (or the relevant member of the Provider's Group) must seek retrospective authorisation for such Treatment as soon as possible after the provision of the Treatment.
- 2.5 Where the terms of Pre-Authorisation of Treatment for a Member are likely to be exceeded, the Provider (or the relevant member of the Provider's Group) shall seek Pre-Authorisation in accordance with the procedure set out in Paragraph 2.2 above for the further Treatment of the Member prior to providing such further Treatment. Bupa shall, or shall procure that another member of the Bupa Group shall, grant Pre-Authorisation for further Treatment of a Member if Bupa agrees it is Clinically Appropriate to do so.
- 2.6 The obligations in the Paragraphs 1 and 2 apply in any situation where the Provider (or the relevant member of the Provider's Group) may be providing services or treatments to Members including where those services or treatments are not, or may not be, covered by this Healthcare Services Agreement.

Pre-Authorisation Rules

- 2.7 Upon request by the Provider during Working Hours, Bupa shall provide confirmation of whether or not a Consultant is recognised by Bupa for the provision of a particular Treatment.

3. STATUS OF PRE-AUTHORISATION

- 3.1 Pre-Authorisation is not a guarantee of payment. It is a mechanism by which a Provider or the Member can check whether Treatment is Covered Treatment. Any Pre-Authorisation given by Bupa can only be based on the information available at the time such Pre-Authorisation is given. It is important to note that the Member's circumstances may have changed by the time of Treatment, so Pre-Authorisation should always be confirmed or sought as close as possible to Treatment.

- 3.2 Where Pre-Authorisation has been obtained, the Provider will be entitled to reimbursement in accordance and subject to the provisions of the Healthcare Services Agreement if:

- (a) the Pre-Authorisation remains within its validity period; and
- (b) the Pre-Authorisation expressly applies to the Treatment; and
- (c) the Treatment is Covered Treatment,

and provided always that the Provider shall not be entitled to reimbursement from Bupa for any Charges representing the Excess payable by the Member under the terms of their Member Policy.

- 3.3 Where Pre-Authorisation has not been obtained, the Provider shall still be entitled to reimbursement from Bupa for Charges for the Treatment provided to Members (subject to any other relevant provisions of the Healthcare Services Agreement) if, and to the extent that, the Treatment is Covered Treatment and provided always that the Provider shall not be entitled to reimbursement from Bupa for any Charges representing the Excess payable by the Member under a Member's Policy.

4. PRE-AUTHORISATION FOR EXTENDED LENGTH OF STAY

- 4.1 Save for any Treatment billed as a Fixed Price Package in accordance with the Services and Charges Policy, the Provider (or the relevant member of the Provider's Group) shall seek and obtain a decision on further Pre-Authorisation by contacting Bupa directly by telephone on 08457 55 33 33 (or the number displayed on the Member's membership card or such other number as may be notified in writing by Bupa to the Provider from time to time) where:

- (a) for surgical procedures, the Treatment requires a Member to remain in a Facility for longer than the length of stay target set out in the Schedule of Procedures; or
- (b) the Treatment requires the Member to remain in Facility as an In-Patient where the procedure is normally performed as a Day-Patient according to the Schedule of Procedures; or
- (c) the Treatment requires the Member to remain in Facility as an In-Patient or Day-Patient where the procedure is normally performed as an Out-Patient according to the Schedule of Procedures; or

Pre-Authorisation Rules

- (d) for medical admissions, the Treatment requires a Member to remain in a Facility for longer than 5 days.

4.2 Bupa will grant Pre-Authorisation for an Extended Length of Stay if Bupa agrees it is Clinically Appropriate and Covered Treatment. If a Provider fails to obtain further Pre-Authorisation for any such Treatment in advance of it taking place, then Bupa shall not be liable to pay the Provider for such Treatment and the Provider shall not be entitled to recover the costs from the Member, unless such Treatment is not Covered Treatment, in which case recovery from the Member shall be subject to Paragraphs 1.10 to 1.13 of the Billing and Payment Rules. Where the Schedule of Procedures is amended during the course of an Episode and such amendment affects the length of stay targets for any surgical procedures affecting that Member, the relevant length of stay target for that Member shall be the length of stay target set out in the Schedule of Procedures as at the date of admission.

5. PRE-AUTHORISATION FOR CRITICAL CARE

5.1 The Provider (or the relevant member of the Provider's Group) shall seek and obtain a decision on Pre-Authorisation for Critical Care where required under this Paragraph 5, using any of the following three methods:

- (A) using the standard critical care pre-authorisation form available on Healthcode and sending it via Healthcode's secure messaging system; or
- (B) completing the online Critical Care Pre-Authorisation Form available on Providers Online; or
- (C) downloading the Critical Care Pre-Authorisation Form (PDF version) available on Providers Online and sending by fax to Bupa on 0161 877 4597 (or such other number as may be notified in writing by Bupa to the Provider from time to time).

5.2 Bupa shall only be liable to reimburse a Provider for Critical Care if:

- (a) the Facility facilities at which the Services are to be performed are specifically identified as being recognised by Bupa as Critical Care Facilities in Schedule 1 of the Provider Terms; and
- (b) the period of Critical Care immediately follows a surgical procedure set out in the Schedule of Procedures as one which may routinely require Critical Care; and
- (c) the stay in the Facility recognised as a Critical Care Facility does not exceed the maximum number of nights set out in the Schedule of Procedures,

or a specific Pre-Authorisation has been obtained by the Provider (or the relevant member of the Provider's Group) using the Critical Care Form on Providers Online.

5.3 If a Member subsequently requires Critical Care for longer than the period of care covered by an existing Pre-Authorisation then the Provider (or the relevant member of the Provider's Group) must obtain Pre-Authorisation for the further period of Critical Care in accordance with the methods in Paragraph 5.1.

5.4 Where Pre-Authorisation for Critical Care has not been obtained from Bupa prior to or within 5 (five) days of commencing Critical Care (where a specific Pre-Authorisation is required pursuant to Paragraph 5.2) or further Critical Care (where further Pre-Authorisation is required pursuant to Paragraph 5.3), the Provider shall only be entitled to

Pre-Authorisation Rules

apply Charges applicable to normal ward accommodation for the provision of Critical Care (and the payment of such charges by Bupa shall represent full reimbursement to the Provider) unless such Treatment is not Covered Treatment, in which case recovery from the Member shall be subject to Paragraphs 1.10 to 1.13 of the Billing and Payment Rules.

6. PRE-AUTHORISATION FOR SEPARATELY CHARGEABLE DRUGS AND SEPARATELY CHARGEABLE PROSTHESES

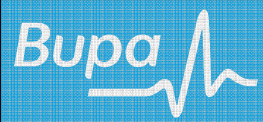
- 6.1 The Provider (or the relevant member of the Provider's Group) shall seek and obtain a decision on Pre-Authorisation for the provision of any Separately Chargeable Drugs or Separately Chargeable Prostheses where the Separately Chargeable Drugs List or the Separately Chargeable Prostheses List states that mandatory Pre-Authorisation is required. Pre-Authorisation shall be obtained by contacting Bupa directly by telephone on 08457 55 33 33 (or such other number as may be notified in writing by Bupa to the Provider from time to time).
- 6.2 A list of the current drugs and prostheses which are separately chargeable are set out in the Separately Chargeable Drugs List or Separately Chargeable Prostheses List. If Pre-Authorisation is not obtained, then Bupa shall not be liable to pay the Provider for such Treatment and the Provider shall not be entitled to recover the costs of any such Treatment from the Member.
- 6.3 Bupa will grant Pre-authorisation under Paragraph 6.1 if it agrees that administration of the drug or provision of the prosthesis is Clinically Appropriate, Covered Treatment, and in the appropriate setting (In-Patient, Day-Patient or Out-Patient). On receipt of the information and having checked eligibility for benefit, Bupa shall use its best endeavours to send, via Healthcode, via Providers Online or by fax, confirmation of the benefit available for the proposed treatment, within two Business Days. Should this not be possible Bupa or another member of the Bupa Group, as appropriate, shall advise both the Facility and the Consultant of the reason for the delay.
- 6.4 In exceptional circumstances, Bupa may also pay for drugs separately which are not listed in the Separately Chargeable Drugs List or that are outside existing custom and practice or used out of UK licence. In such cases the drugs planned to be used must be Pre-Authorised with the Bupa Clinical Support Team. Drugs used out of licence may only be charged to Bupa if the drug and patient are part of a recognised medical trial and the costs are not being funded through other sources, such as the Medical Research Council or by the manufacturer.

7. PRE-AUTHORISATION FOR TREATMENT OUTSIDE OF A FACILITY

Where the whole or any part of a Member's Treatment is to be performed at a facility which is not a Facility, the Provider shall only be entitled to provide the Treatment at such facility where: it has specifically sought Pre-Authorisation for the Treatment to be performed at such facility prior to transferring that Member to such facility and that Pre-Authorisation is obtained.

8. QUERIES IN RESPECT OF THESE RULES

Any queries in respect of these Pre-Authorisation Rules should be submitted to the Bupa Commissioning Manager who will use reasonable endeavours to respond to any queries within 14 Business Days.



BUPA HEALTH & WELLBEING UK

Billing and Payment Rules

www.bupa.co.uk

Version 1 Effective 1 June 2012

BILLING AND PAYMENT RULES

These Provider Billing and Payment Rules set out the standard terms for provider billing and payment that apply to the Healthcare Services Agreement Bupa has with the Provider.

Healthcare services agreements contain the terms of agreement between Bupa and individual healthcare service providers for the provision of general hospital services to Members.

Each healthcare service agreement consists of the Provider Terms and the Rules (including these Billing and Payment Rules). The Provider Terms contain the bespoke details for each Provider and the Rules contain Bupa's standard terms. A Provider may have a series of healthcare services agreements to reflect the provision of services to different groups of Members or specific services.

Bupa may amend and republish these Billing and Payment Rules in accordance with the change process set out in the Change Control Rules.

Definitions used in these Billing and Payment Rules (and the other Rules) are contained in the Definitions Rules except where otherwise defined in these Rules.

1. BILLING PROCESS

Billing Bupa

- 1.1 The Provider shall invoice Bupa directly (to be settled by Bupa on behalf of the Member) for the Charges in respect of Covered Treatment provided to Members.
- 1.2 The Provider must submit all invoices for Treatment of Members to Bupa within 6 (six) months from the date that such Treatment was provided to the relevant Members or within 6 (six) months of the Provider first becoming aware that the patient is a Member (if later). Invoices submitted after such period may be rejected at Bupa's sole discretion and in which case the Provider shall not then seek to recover the Charges from the Member. The Provider agrees to provide the Member with a copy of the account if requested.
- 1.3 For a Member who is not initially identified as a Member, or elects to pay for their Treatment individually, but is later identified as a Member and/or elects (and is entitled to do so) to claim reimbursement from Bupa under their Member Policy (within a period of 6 months of the date of Treatment), then the Facility shall only be entitled to the Charges as provided for under the relevant Healthcare Services Agreement. The Provider shall reimburse the Member any and all costs already paid by the Member to the Provider for such Treatment for which Bupa is liable to pay the Provider in accordance with the relevant Healthcare Services Agreement and invoice Bupa for the same within 6 (six) months of the date of the relevant Treatment or (if later) within 3 (three) months of the date the Provider has been notified by Bupa that the Member has been identified as a Member and/or has elected to claim reimbursement from Bupa.
- 1.4 The Provider shall submit all invoices via the EDI System operated by Healthcode or via Providers Online; 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, Anchorage Quay, Salford Quays, M50 3XL or such other address as may be notified in writing by Bupa to the Provider from time to time.
- 1.5 If the Provider submits invoices via paper (where the EDI System or Providers Online are enabled and Bupa has not requested a paper invoice), then Bupa will apply a processing

Billing and Payment Rules

fee equivalent to 1% of the total amount of the invoice. This will be deducted from the final payment.

1.6 In respect of any Facility that is not enabled to use the EDI System or Providers Online, the Provider shall:

- (A) register users at each Facility to use the Providers Online system at www.bupa.co.uk/healthcare-providers; and
- (B) agree a plan with Healthcode and Bupa for the implementation of the EDI System at each Facility,

within 2 (two) months of the commencement of a Healthcare Services Agreement.

1.7 The Provider shall include the following information in all invoices (where applicable):

- (A) Provider number;
- (B) Invoice number;
- (C) Invoice date;
- (D) Pre authorisation number (if applicable);
- (E) Patient's Bupa membership number;
- (F) Full name of Member;
- (G) The date of birth of the Member (only for invoices submitted online or via the EDI System);
- (H) Full address of Member;
- (I) Name of admitting Consultant;
- (J) The applicable ICD disease and injury code (currently ICD9 but we shall notify you if this changes);
- (K) Date of the procedure or service (including admission and discharge dates);
- (L) Procedure or service type (e.g. consultation, procedure, theatre, drugs);
- (M) Procedure code(s) (appropriate CCSD procedure code) and narrative description - as described in the latest version of the Schedule of Procedures;
- (N) Where used, the description of the Separately Chargeable Drug or Separately Chargeable Prosthesis;
- (O) Where a Separately Chargeable Drug is used as part of a Fixed Price Package, details of the code, description and dosage of the drug used;
- (P) The Charge for each procedure or service as set out in the relevant Healthcare Services Agreement; and

Billing and Payment Rules

(Q) The total charge for the invoice.

- 1.8 For invoices submitted via the EDI System, the Provider shall retain the evidence of submission sent from Healthcode. Where the Provider submits an invoice via the Providers Online website, the Provider shall print out and retain a copy of the confirmation screen presented to the Provider when an invoice has been successfully submitted.
- 1.9 All Charges are inclusive of any applicable taxes or charges, including but not limited to VAT. No recoverable VAT should be included in the Charges.

Billing Members

- 1.10 Bupa shall not be responsible for the cost of any services provided to a Member outside a Healthcare Services Agreement and therefore, subject to Paragraph 1.11, the relevant Member shall be solely responsible for any such cost on such terms as are agreed between the Member and the Provider unless those services are governed by the terms of a separate agreement between Bupa and the Provider.
- 1.11 Members may only be charged directly by the Provider for any Treatment if:
- (a) that Treatment is not Covered Treatment; and
 - (b) prior to that Treatment, the Provider has notified the Member that the Member may be personally liable for the cost of any Treatment provided to that Member and obtained written confirmation from the Member that he or she understands that they may be personally liable for the cost of such Treatment.
- 1.12 The Provider shall submit all invoices for any Treatment of Members permitted under Paragraph 1.11 to the relevant Member within 90 days from the date that such Treatment was provided.
- 1.13 Invoices must at least include the full name and address of the Member and a description of charges, together with the dates on which each of the services were provided. All charges invoiced to Members by a Facility during the period of the relevant Healthcare Services Agreement must show the amount of the charge separately from any VAT, if any that relates to the charge.

Billing on Behalf of Consultants

- 1.14 Unless otherwise expressly stated in the Services and Charges Rules and / or Schedule 2 to the Provider Terms of the relevant Healthcare Services Agreement, or unless it has written agreement from Bupa, the Provider will not act as a billing agent or bill on behalf of Consultants, therapists, or physiotherapists. If otherwise stated, or agreement is given, the Parties hereby acknowledge and agree that:
- (A) where an invoice includes Consultant's fees (save where the Consultant's fees are included in the Charges), the Provider shall invoice such amount as agent for the Consultant; and
 - (B) where an invoice includes an amount in respect of a Consultant's fees included in the Charges the Provider shall invoice Bupa as principal; and
 - (C) payment of the whole or any part of such amount by Bupa to the Provider or relevant Facility shall discharge Bupa's obligation in respect of the amount paid.

Billing and Payment Rules

- 1.15 The Provider undertakes to pay to the Consultant the amount paid by Bupa to the Facility in respect of the Consultant's fees in accordance with Paragraph 1.14, or the amount due to the Consultant in respect of work done by the Consultant the cost of which was included in the Charges, within a reasonable period of time of receipt of such payment from Bupa. Where Bupa receives a claim from the Consultant in respect of that Consultant's fees, and those fees are included in the Charges or have been otherwise paid to the Facility in accordance with a Healthcare Services Agreement, the Provider shall indemnify Bupa for the amount of the fees claimed by the Consultant in accordance with a Healthcare Services Agreement and any reasonable costs incurred by Bupa in dealing with any such claim. Bupa shall as soon as reasonably practicable following receipt of such a claim from a Consultant notify the Provider and refer the Consultant to the Provider.

Billing for Separately Chargeable Drugs

- 1.16 Save where a Separately Chargeable Drug is charged as part of a Fixed Price Package, the following conditions must be met when charging Bupa for Separately Chargeable Drugs:
- (A) invoices must state the relevant code and description of the drug which will include the name of the drug used and the dose administered;
 - (B) the charges for any drugs shall include any reconstitution required; and
 - (C) the Provider will not charge the Member for the cost of the drug or the dispensing, preparation or transport costs related to the drug.

Billing for Separately Chargeable Prostheses

- 1.17 The following conditions must be met when charging Bupa for Separately Chargeable Prostheses:
- (A) invoices must state the manufacturer's product code and description of the prosthesis; and
 - (B) the Provider will not charge the Member for any other costs associated with the prosthesis including consumables, administration, preparation or transport costs.

2. PAYMENT PROCESS

- 2.1 Where a Provider has submitted invoices in accordance with these Rules, the Treatment has been Pre-Authorised in accordance with the Pre-Authorisation Rules, and where Bupa is liable to reimburse the Provider in accordance with a Healthcare Services Agreement, Bupa shall pay the amounts due to the Provider directly by BACS to the bank account nominated by the Provider to Bupa no later than 45 days from receipt of the relevant invoice (in the case of invoices submitted by the EDI System or Providers Online) and 90 days from receipt of the relevant invoice (in the case of paper invoices). Where the paper invoices have been issued at the request of Bupa, the 45 day period shall apply instead of the 90 day period.
- 2.2 Where an invoice relates to Treatment which has not been Pre-Authorised in accordance with the Pre-Authorisation Rules, Bupa shall not be able to process such invoice electronically, meaning payment in the 45 day timescale set out in Paragraph 2.1 will not be possible. Bupa shall therefore pay the amounts due to the Provider directly by BACS

Billing and Payment Rules

to the bank account nominated by the Provider to Bupa within 90 days from the date Bupa is able to confirm the relevant invoice relates to Covered Treatment.

3. DELAYED PAYMENTS AND AGED DEBT

- 3.1 Bupa agrees that it shall use reasonable endeavours to maintain any payment cycles in place with the Provider at the date of the relevant Healthcare Services Agreement.
- 3.2 The Provider shall review the status of invoices with the following cycle (regardless of how the invoice was originally submitted):
- (A) after day 5 (from invoice date) – the Provider shall validate receipt of the relevant invoice by Bupa using Providers Online. If the invoice does not appear then the Provider shall resubmit the invoice using Providers Online in accordance with Paragraph 1. The Provider shall also ensure that all documentation relating to the invoice has been submitted. This includes IDU / ITU approval forms; and
 - (B) after 15 days (from invoice date) – the Provider shall check the invoice status on Providers Online. If the invoice has not been paid in full the Provider shall check any reductions due to member excess or shortfall; and
 - (C) after 45 days (from invoice date) - in the case of invoices submitted by Providers Online or the EDI System – if the invoice has been submitted and no payment has been made for a period of more than 45 days (from invoice date) and the Provider has followed the process above, the process in Paragraph 3.3 shall be followed; or
 - (D) After 90 days (from invoice date) - in the case of paper invoices – if the invoice has been submitted and no payment has been made for a period of more than 90 days (from invoice date) and the Provider has followed the process in (A) and (B) above, the process in Paragraph 3.3 shall be followed.
- 3.3 Requests for the review of unpaid invoices shall be made using the following process:
- (A) in the first instance, by submitting a request for the review of aged debt by email to providerageddebt@bupa.com. Only invoices remaining unpaid after the periods set out in Paragraphs 2.1 and 2.2 above will be eligible for review under this process;
 - (B) the Bupa Aged Debt team will then email the appropriate template (currently MS Excel spreadsheet) to the Provider;
 - (C) the Provider will then complete the forms with the requested detail for each unpaid invoice;
 - (D) the forms must then be returned via Healthcode Secure Messaging or Bupa's secure email at providerageddebt@bupa.com; and
 - (E) Bupa will then provide an updated form to the Provider within 21 Business Days of receiving the submission, detailing the status of the unpaid invoices.

4. OVERPAYMENTS

- 4.1 If, after Bupa has paid an invoice, Bupa believes it has made an overpayment in relation to such invoice because the amount was not due to the Provider under the relevant Healthcare Services Agreement, Bupa shall notify the Provider in writing as soon as

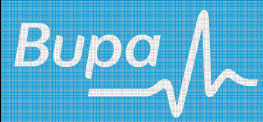
Billing and Payment Rules

possible and in any event not later than 6 (six) months from the date the invoice was received. Bupa's notice shall include the amount of the alleged overpayment, the name of the Member and the invoice number to which the alleged overpayment relates.

- 4.2 Bupa shall be entitled to set off the amount of the overpayment notified to the Provider under Paragraph 4.1 against any other amount payable by Bupa to the Provider under the relevant Healthcare Services Agreement.
- 4.3 Notwithstanding and without prejudice to Paragraph 4.2, the Provider shall be entitled to dispute the overpayment within 1 (one) month of receipt of the overpayment notice from Bupa by written notice to Bupa stating the grounds for the dispute.
- 4.4 In the event that the Parties do not agree as to whether an overpayment has been made and/or the amount of such overpayment, either Party may escalate the matter in accordance with the Dispute Rules. Bupa shall be entitled, to the extent that Bupa has not already done so pursuant to Paragraph 4.2, to set off the amount of any overpayment agreed or determined in accordance with the Dispute Rules against any other amount payable by Bupa to the Provider under the relevant Healthcare Services Agreement or, in the event that set off by Bupa is not possible within a period of 10 (ten) Business Days of agreement or determination of such overpayment amount, the Provider shall within 21 days of a request from Bupa under this Paragraph 4.4 pay to Bupa an amount equal to the overpayment or such portion thereof that has not already been set off by Bupa, as the case may be. Where the whole or any portion of an alleged overpayment amount has been set off by Bupa pursuant to Paragraph 4.2 and is subsequently agreed or determined in accordance with the Dispute Rules not to be an overpayment (such amount being a "Repayment Amount"), then Bupa shall pay to the Provider an amount equal to the Repayment Amount within 21 days of the resolution or determination in accordance with the Dispute Rules with interest calculated in accordance with paragraph 12.1 of the Provider Recognition and General Terms Rules from the date the invoice was due to be paid under Paragraphs 2.1 or 2.2.

5. QUERIES IN RESPECT OF THESE RULES

Any queries in respect of these Billing and Payment Rules should be submitted to the Bupa Commissioning Manager who will use reasonable endeavours to respond to any queries within 14 Business Days.

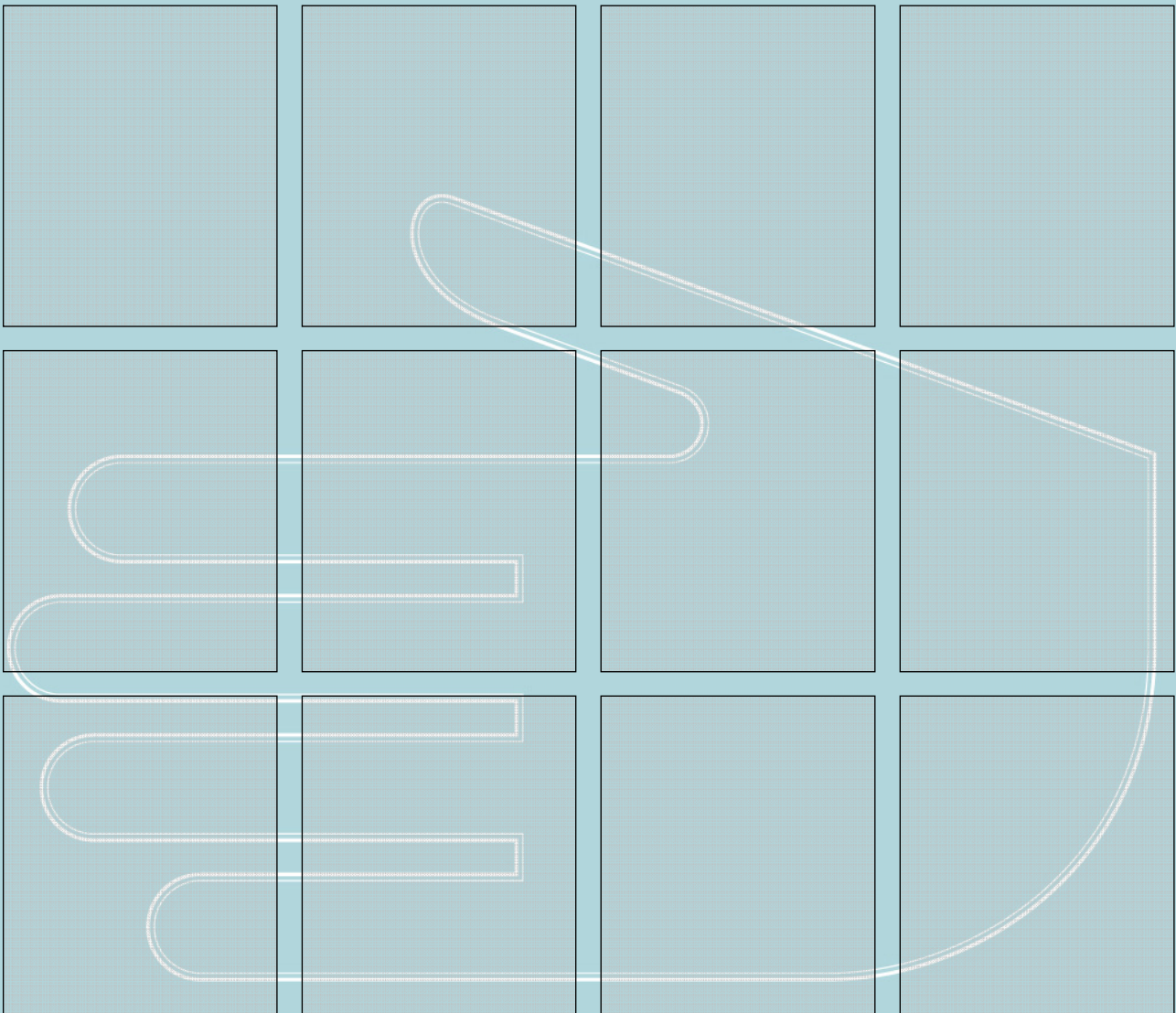


BUPA HEALTH & WELLBEING UK

Dispute Rules

www.bupa.co.uk

Version 1 Effective 1 June 2012



DISPUTE RULES

These Dispute Rules sets out the standard terms for dealing with disputes that apply to the Healthcare Services Agreement which Bupa has with the Provider.

Healthcare services agreements contain the terms of the agreement between Bupa and individual healthcare service providers for the provision of general hospital services to Members.

Each healthcare services agreement consists of the Provider Terms and the Rules (including these Dispute Rules). The Provider Terms contain the bespoke details for each Provider and the Rules contains Bupa's standard terms. A Provider may have a series of healthcare services agreements to reflect the provision of services to different groups of Members or specific services.

Bupa may amend and republish these Dispute Rules in accordance with the change process set out in the Change Control Rules.

Definitions used in these Dispute Rules (and the other Rules) are contained in the Definitions Rules, except where otherwise defined in these Rules.

1. ESCALATION

- 1.1 If the Parties fail to agree on any matter in the Healthcare Services Agreement, or if there is any dispute between the Parties arising under the Healthcare Services Agreement or any element thereof (in each case a "Dispute"), either Party may refer the Dispute for resolution in accordance with the following steps (unless the Parties have agreed an alternative resolution mechanism):
- (a) in the first instance, the Dispute shall be referred to and discussed in good faith by the Bupa Commissioning Manager and the Provider Representative;
 - (b) if the Bupa Commissioning Manager and the Provider Representative are unable to resolve the Dispute within 10 Business Days of the Dispute being referred to them, unless the Bupa Commissioning Manager and the Provider Representative agree otherwise, the Dispute may be referred to and discussed in good faith by the Head of Hospital Contracting and the Provider Senior Representative;
 - (c) if the Head of Hospital Contracting and the Provider Senior Representative are unable to resolve the Dispute within 10 Business Days of the Dispute being referred to them, unless the Head of Hospital Contracting and the Provider Senior Representative agree otherwise, the Dispute may be referred to and discussed in good faith by the Provider Commercial Director and the Bupa Director; and
 - (d) if the Bupa Director and the Provider Commercial Director are unable to resolve the Dispute within 30 Business Days of the Dispute being referred to them, then the Parties may agree to refer the Dispute for resolution to mediation or arbitration in accordance with the relevant provisions of Paragraph 2 of these Rules provided that commencement of mediation or arbitration will not prevent the Parties from commencing or continuing court proceedings in accordance with their rights under the Healthcare Services Agreement.
- 1.2 Notwithstanding any Dispute, each Party shall remain obliged to fulfil all of its obligations under the Healthcare Services Agreement unless and until the Healthcare Services Agreement is terminated in accordance with its terms.

Dispute Rules

2. RESOLUTION

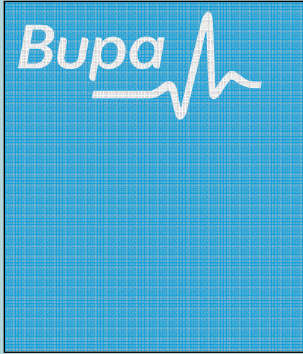
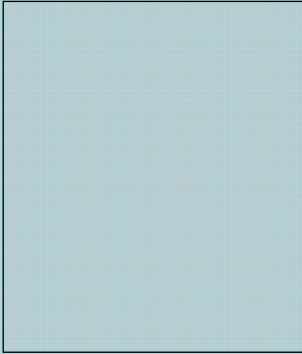
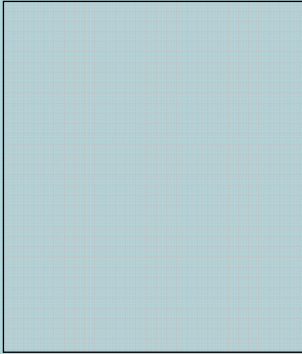
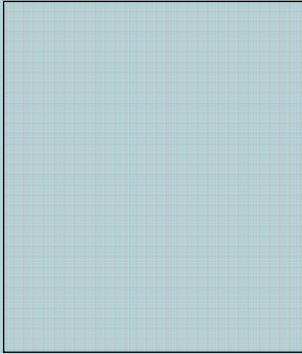
- 2.1 If, in accordance with Paragraph 1.1(d) of these Dispute Rules the Parties agree to refer a Dispute for mediation, the Parties shall comply with this Paragraph 2.1. The Parties shall refer the matter to the Centre for Effective Dispute Resolution (“**CEDR**”) to appoint an appropriate individual with good experience and knowledge of the area pertaining to the matter in Dispute in order to assist the Parties in resolving it (the “**Neutral Advisor**”). The Parties shall procure and request that, wherever reasonable (having regard to the subject matter of the Dispute), the person first appointed Neutral Advisor is appointed for all subsequent matters in Dispute if and to the extent that the Parties have chosen resolution at CEDR as the manner in which the matter in Dispute is to be resolved. If the Parties agree to accept the Neutral Advisor’s recommendations or otherwise reach agreement on resolution of the matter in Dispute, such agreement shall be set out in writing and, once it is signed by the Head of Healthcare Partnerships and the Provider Senior Representative shall be binding. Such agreement shall contain appropriate provisions as to the implementation timetable and expiry.
- 2.2 If, in accordance with Paragraph 1.1(d), the Parties agree to refer a Dispute for resolution by arbitration, the Parties shall comply with this Paragraph 2.2. The matter shall be referred for final resolution to arbitration under the rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference into this Paragraph. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. As set out in the Provider Terms, the governing law of the Healthcare Services Agreement shall be the substantive law of England.

3. REMEDIES

Notwithstanding any express provisions hereof, and without prejudice to any other right or remedy which either Party may have, each Party acknowledges and agrees that damages alone may not be an adequate remedy for any breach by it of the provisions of the Healthcare Services Agreement and so, in the event of a breach or anticipated breach of such provisions, the remedies of injunction and/or an order for specific performance would, in appropriate circumstances and notwithstanding the provisions of Paragraphs 1 or 2 of these Rules, be available.

4. QUERIES IN RESPECT OF THESE RULES

Any queries in respect of these Dispute Rules should be submitted to the Bupa Commissioning Manager who will use reasonable endeavours to respond to any queries within 14 Business Days.

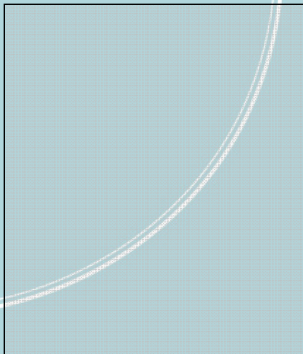
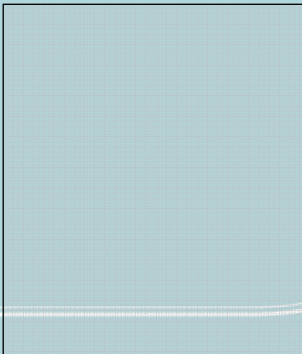
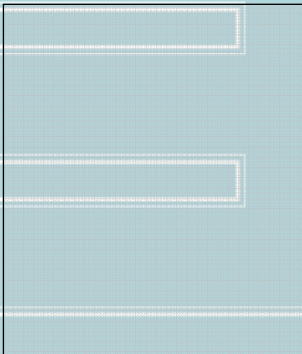
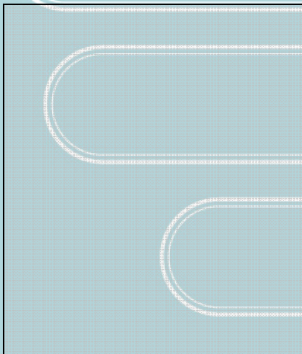
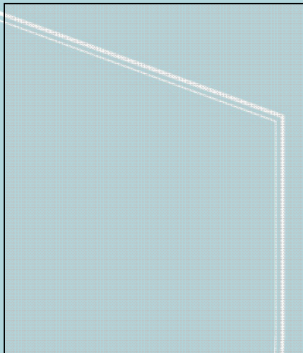
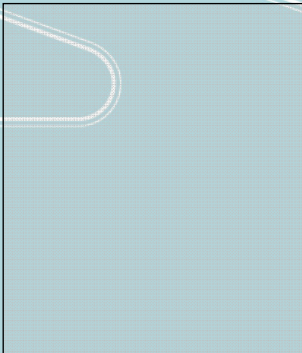
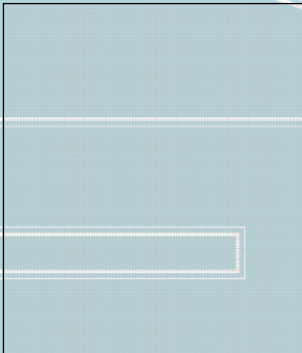
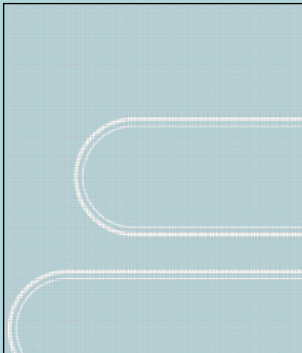
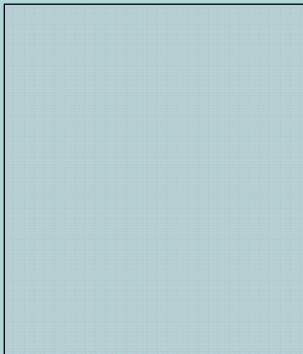
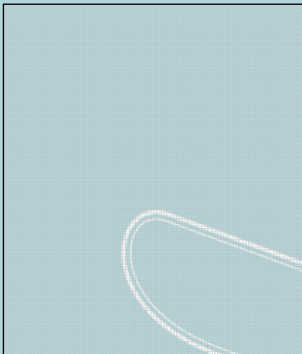
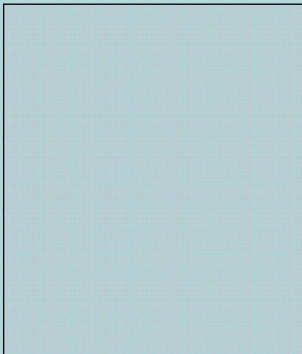
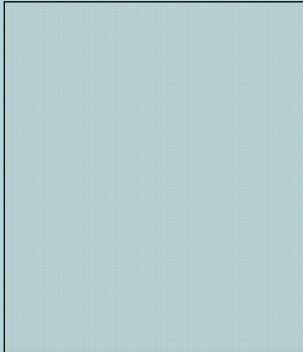


BUPA HEALTH & WELLBEING UK

Performance Management Rules

www.bupa.co.uk

Version 1 Effective 1 June 2012



BUPA HEALTH & WELLBEING UK

Performance Management Rules

PERFORMANCE MANAGEMENT RULES

These Performance Management Rules set out the standard terms for managing Provider performance that apply to the Healthcare Services Agreement which Bupa has with the Provider.

Healthcare services agreements contain the terms of the agreement between Bupa and individual healthcare service providers for the provision of general hospital services to Members.

Each healthcare services agreement consists of the Provider Terms and the Rules (including these Performance Management Rules). The Provider Terms contain the bespoke details for each Provider and the Rules contains Bupa's standard terms. A Provider may have a series of healthcare services agreements to reflect the provision of services to different groups of Members or specific services.

Bupa may amend and republish these Performance Management Rules in accordance with the change process set out in the Change Control Rules.

Definitions used in these Performance Management Rules (and the other Rules) are contained in the Definitions Rules, except where otherwise defined in these Rules.

1. MANAGEMENT MEETINGS

1.1 The Provider shall meet with Bupa, and such other persons as Bupa may reasonably consider necessary or desirable to ensure the effectiveness of the Provider's performance under the Healthcare Services Agreement, on a quarterly basis (or on such other basis as agreed by Bupa and the Provider) (each such meeting being a "**Management Meeting**") to discuss and consider:

- (A) financial measures (including volume analysis and movement, aged debt and business performance measures);
- (B) clinical quality (including length of stay performance and the performance indicators set out in the Clinical Quality Rules);
- (C) service experience (including patient satisfaction measures and Member complaints);
- (D) business development and innovation initiatives; and
- (E) any other matters as agreed between the Parties.

1.2 The relevant Party shall (as appropriate) provide the other Party with the management information identified in Paragraph 2 below, on at least a quarterly basis and in time to review at the Management Meetings (the "**Performance Reports**") as well as reports on each of the following:

- (A) financial measures (including volume analysis and movement, aged debt and business performance measures);
- (B) clinical quality (including length of stay performance and the performance indicators set out in the Clinical Quality Rules);

Performance Management Rules

- (C) service experience (including patient satisfaction measures and Member complaints);
- (D) business development and innovation initiatives; and
- (E) any other matters as agreed between the Parties.

- 1.3 Bupa shall issue to the Provider an agenda at least 10 Business Days prior to each Management Meeting.
- 1.4 The Provider and Bupa shall ensure that each Management Meeting is attended by suitable managerial and/or technical staff of the Provider to discuss and consider the items on the agenda.

2. PERFORMANCE TARGETS

- 2.1 The Provider shall, or shall procure that the relevant member of the Provider's Group shall, use its best endeavours to ensure that each Facility achieves the following targets:

Pre-authorisation of Treatment	Target
The % of invoices relating to Members who have received Treatment that have been pre-authorised in accordance with the Pre-Authorisation Rules (whether by the Member or the Provider).	85%

Electronic submission of Invoices	Target
The % of invoices relating to Members who have received Treatment that are submitted electronically via the EDI system or Providers Online.	98%
The % of invoices submitted electronically relating to Members who have received Treatment as a Day-Patient or In-Patient that are adjudicated by either system first time (excluding invoices which did not pass due in whole or in part due to any act or omission by Bupa).	85%
The % of invoices submitted electronically relating to Members who have received Treatment as an Out-Patient that are adjudicated by either system first time (excluding invoices which did not pass due in whole or in part due to any act or omission by Bupa).	95%

Where Bupa has requested invoices to be submitted in paper format, the submission by the Provider of such invoices shall be disregarded for the purpose of the targets in the above table.

3. INSPECTION AND AUDIT RIGHTS

- 3.1 Upon reasonable notice to the Provider and subject to appropriate supervision from the Facility's staff, Bupa shall have the right to reasonable access to each Facility during Working Hours to conduct an inspection of each Facility from time to time in connection with:

Performance Management Rules

- (A) quality assurance of specific Services;
- (B) reasonable concerns about the Facility expressed by anyone; and/or
- (C) an audit of the Facility's compliance with the obligations contained within the Healthcare Services Agreement.

Such right shall be capable of being exercised by Bupa no more than twice in any one consecutive period of 12 months, unless issues of fraud and/or patient safety are involved, in which case such limit shall not apply.

- 3.2 If any material issue of quality and/or of safety is identified as a result of any inspection carried out by Bupa, Bupa shall immediately notify the Provider of the issue and the remedial action required.
- 3.3 Bupa may from time to time, on reasonable notice to the Provider, conduct an audit of the Provider's underlying billing or clinical data in order to satisfy itself of the appropriateness of decisions made or charges billed and/or paid. In respect of underlying billing data, Bupa's right of audit shall only include third party invoices where the invoices are not subject to third party confidentiality obligations, and if they are subject to third party confidentiality obligations pre-dating the date of the Healthcare Services Agreement, the Provider shall allow Bupa access to anonymised invoices. Save in the case of fraud or to the extent required by an external regulatory body, the period to which the audit relates shall not exceed 12 (twelve) months prior to the date of the audit.
- 3.4 Bupa shall have the right to audit the billing of all Treatment invoiced under the Healthcare Services Agreement which includes pathology and radiology to ensure that:
- (A) tests performed on the same sample at the same time on the same machine are not unbundled so as to be charged separately; and
 - (B) the volume, frequency and mix of tests is Clinically Appropriate.
- 3.5 The Provider shall permit Bupa staff (subject to compliance with the Access to Health Records Act 1990, the Data Protection Act 1998 and any other relevant legal requirements and with the informed consent of the Member) to inspect and copy health records (including medical records) maintained by the Facility in respect of the Members for the purposes of concurrent review, retrospective review, discharge management and disease management. The Member will be informed about any copies made and Bupa will be responsible for destroying any such copies once no longer required.
- 3.6 The Provider shall procure that Bupa staff are afforded access to any Member when Clinically Appropriate, subject to the consent of that Member and of the Consultant in charge of the treatment of that Member, in order that aspects of post-operative and/or post-discharge care may be discussed by Bupa with that Member and that Consultant.

4 CUSTOMER FEEDBACK

- 4.1 The Provider shall ensure that all Members are given the opportunity to give feedback on the Services they have received at the Facility.
- 4.2 The Provider shall conduct patient satisfaction surveys on a regular basis and provide quarterly data to Bupa on the levels of overall satisfaction and on the following areas as a minimum: Admission; Facilities; Cleanliness; Nursing Care; Doctors; and Discharge.

Performance Management Rules

- 4.3 The Provider shall (or shall ensure that the relevant member of the Provider's Group shall) address complaints made by Bupa Members about either the Services they have received at a Facility or from a Consultant whilst working from that Facility in accordance with its documented complaints process which shall, as a minimum, include local resolution where possible within 28 days or less, as well as an ongoing investigation and escalation process.
- 4.4 Where reasonable, the Provider shall, or shall ensure that the relevant member of the Provider's Group shall to the extent permitted by applicable data protection legislation, assist Bupa in their investigation of any clinical complaints made regarding any Consultant who is working from that Facility.
- 4.5 Where a complaint of a serious clinical nature is brought to the attention of the Provider by Bupa following a Member complaint, the Provider shall, or shall ensure that the relevant member of the Provider's Group shall to the extent permitted by applicable data protection legislation, be required to investigate in accordance with its documented complaints process and provide the outcome of any such investigation to Bupa.
- 4.6 Bupa shall use complaints and customer experience data to identify poor performance and shall require the Provider to provide evidence that relevant issues and trends highlighted by such data are being addressed by the Provider.

5. QUERIES IN RESPECT OF THESE RULES

Any queries in respect of these Performance Management Rules should be submitted to the Bupa Commissioning Manager who will use reasonable endeavours to respond to any queries within 14 Business Days.

CHANGE CONTROL RULES

These Change Control Rules set out the standard terms for changing the Healthcare Services Agreement which Bupa has with the Provider.

Healthcare services agreements contain the terms of the agreement between Bupa and individual healthcare service providers for the provision of general hospital services to Members.

Each healthcare services agreement consists of the Provider Terms and the Rules (including these Change Control Rules). The Provider Terms contain the bespoke details for each Provider and the Rules contains Bupa's standard terms. A Provider may have a series of healthcare services agreements to reflect the provision of services to different groups of Members or specific services.

Bupa may amend and republish these Change Control Rules in accordance with the procedure set out in these Rules.

Definitions used in these Change Control Rules (and the other Rules) are contained in the Definitions Rules, except where otherwise defined in these Rules.

1. CHANGING RULES

- 1.1 Where Bupa intends to amend any of the Rules which apply to the Healthcare Services Agreement (or introduce new rules as Rules in respect of such Healthcare Services Agreement), Bupa shall issue a written notice to the Provider detailing such amendment or addition to the Rules and whether such amendment or addition shall apply to the standard version of the Business Rules and not just to the Business Rules applicable to a particular Healthcare Services Agreement (an "**Amendment Notice**"). The Amendment Notice shall set out the date (the "**Objection Date**") prior to which the Provider must confirm in writing to Bupa if it objects to the amendment (the "**Change**") detailed in the Amendment Notice, such date being not less than thirty (30) Business Days following the date that the Amendment Notice is issued. The Provider must include detailed reasons for its objection in its response and the grounds for its objection must be one of the Objection Grounds defined in Paragraph 1.2 below.
- 1.2 A Provider may only object to the Change on one or more of the following grounds (the "Objection Grounds"):
 - (A) that the Change may infringe any applicable law or regulation;
 - (B) that the Change may cause any regulating licences and approvals in relation to the Services to be revoked and/or require a new regulating licence and/or approval in relation to the Services;
 - (C) that the Change may have an adverse effect on:
 - (a) the performance of the Services;
 - (b) the future revenues, liabilities (actual or contingent), expenditure or obligations derived, incurred or assumed by the Provider in relation to a Healthcare Services Agreement;

Change Control Rules

- (c) the business or financial or trading position or prospects of the Provider (including, without limitation, as a result of the Provider (acting reasonably) determining that the Change will require changes to the basis on which the Provider provides Treatments generally, whether to Members or other patients); or
- (d) the Provider's operating model (including, without limitation, any requirement on the Provider to contract directly with Consultants for the purpose of providing any Services or that may adversely affect its relationships with Consultants),

in each case in a manner not fully compensated by Bupa in a way that is set out in the Amendment Notice in sufficient detail to enable the Provider reasonably to determine whether it will be fully compensated for the Change;

- (D) that the Change will not be made to the other standard versions of the Business Rules and will only be made to the Business Rules applicable to this Healthcare Services Agreement;
- (E) that the Change may result in a change to the essential nature of the Healthcare Services Agreement;
- (F) that the Change is likely to require the disclosure of Confidential Information;
- (G) that the Change will require the Provider to breach any of its obligations to third parties;
- (H) the Change incorporates new supporting documentation into the Healthcare Services Agreement; or
- (I) that the Change will amend, vary or otherwise affect the Provider Terms, Paragraphs 6 and 8 of the Provider Recognition and General Terms Rules, the Disputes Rules, or these Change Control Rules.

1.3 Where a Provider does not raise an objection to the Amendment Notice (by written notice to Bupa) prior to the Objection Date in accordance with Paragraph 1.2 above, the Provider shall be deemed to have agreed to the Change and it will take effect from the Objection Date and be binding on both Parties.

1.4 Where a Provider objects to the Change by written notice to Bupa prior to the relevant Objection Date and Bupa does not agree that one or more of the Objection Grounds applies to the Change, the matter shall be determined in accordance with the Dispute Rules. Where it is determined that the Provider's objection is covered by one or more of the Objection Grounds, Paragraph 1.5 shall apply. Where it is determined that the Provider's objection is not covered by one or more of the Objection Grounds, the Provider shall be deemed to have agreed to the Change and it will take effect from the date of such determination and be binding on both Parties.

1.5 Where a Provider objects to the Change by written notice to Bupa prior to the relevant Objection Date and Bupa agrees (or it is determined through the Dispute Rules) that one or more of the Objection Grounds applies to the Change, at Bupa's option:

- (A) Bupa may withdraw the Change; or
- (B) Bupa may require that the Provider shall produce a report, setting out in

Change Control Rules

reasonable detail the impact, if any of the proposed Change on any existing Services, including any changes to the performance of the Services, the Charges and resources required. The Provider shall submit such report to Bupa within 20 Business Days of the request for the same from Bupa and Bupa may then elect to either withdraw the Change or require the Provider to comply with (C) below; or

- (C) Bupa may require that Bupa and the Provider shall meet and seek to agree any amendment to the Change and any consequential amendments to the Charges or the remainder of the Healthcare Services Agreement to ensure that the Change (as may be amended) can be incorporated into the Healthcare Services Agreement so that the Provider's grounds for objection shall be addressed to the satisfaction of both Bupa and the Provider.

Where Paragraph (C) applies, the Change (as may have been amended) and any other consequential amendments to the Healthcare Services Agreement shall be confirmed as agreed in writing by both Parties and upon such confirmation of each Party being received by the other Party, the Change shall take effect and be binding on both Bupa and the Provider.

- 1.6 Notwithstanding the above provisions, nothing in these Change Control Rules shall prevent the Parties from agreeing an amendment to the Rules outside of the above procedure provided always that such agreed variation is made in accordance with Paragraph 3.1.

2. CHANGING PROVIDER TERMS

- 2.1 Either Party may propose any Change to any element of the Provider Terms by written notice to the other Party, specifying in as much detail as is reasonably practicable the nature of the Change.
- 2.2 Where a Change to the Provider Terms is proposed by either Party, the Provider shall produce a report, setting out in reasonable detail the impact, if any, of the proposed Change on any existing Services, including any changes to the performance of the Services, the Charges and resources required. The Provider shall submit such report within 1 (one) month from the date the proposal is made or within such other period as Bupa and the Provider may reasonably agree. The Provider will only be required to produce a report in the case of a Bupa proposed change where the Provider requires any compensation or consequential further amendments (in addition to the Change proposed by Bupa) to be made to the Healthcare Services Agreement.
- 2.3 Upon receipt of such report, and following any additional discussions and negotiations that may take place between Bupa and the Provider, Bupa shall notify the Provider in writing whether or not Bupa wishes to proceed with the proposed Change. A proposed Change shall not be implemented unless and until the Change has been agreed in writing by both Parties in accordance with Paragraph 3.1. Once Bupa and the Provider have agreed the Change this shall be incorporated into the Healthcare Services Agreement.

3. FORM OF CHANGE ORDER

- 3.1 Any Change requested and/or agreed pursuant to Paragraph 1 and/or Paragraph 2 above shall be made by way of a change order in the form set out in Appendix 1 to these Rules ("**the Change Order Form**"). The completed Change Order Form must be signed by the Bupa Commissioning Manager and a duly authorised representative of the Provider before it takes effect.

Change Control Rules

4. CHANGES TO THE RULES/MEMBER POLICIES OUTSIDE THE SCOPE OF THE HEALTHCARE SERVICES AGREEMENT

- 4.1 Bupa may from time to time amend any of its rules (or introduce new rules) at its absolute discretion to the extent that such amendments or additions are not intended to be incorporated into the Rules which relate to this Healthcare Services Agreement. Where the amendments or additions relate to the Rules which do form part of the Healthcare Services Agreement, the procedure set out in Paragraph 1 above must be followed.
- 4.2 The most recent version of the rules at the relevant time will be published by Bupa on Providers Online. In the event that older versions of the rules constitute the Rules which apply to this Healthcare Services Agreement, copies of such older versions may be obtained from Bupa by sending a written request for the relevant version of the Rules to the Bupa Commissioning Manager.
- 4.3 Nothing in these Change Control Rules shall prevent Bupa from introducing any changes to:
- (A) its Member Policies; or
 - (B) such other supporting documentation as may otherwise be contemplated by the terms of this Healthcare Services Agreement, for example, updates to its Separately Chargeable Drugs List or its Separately Chargeable Prosthesis List which are expressly contemplated by the terms of the Pre-Authorisation Rules (note that if a Separately Chargeable Drug is removed from the Separately Chargeable Drugs List the Provider cannot be compelled by Bupa to provide the drug to a Member) but, for the avoidance of doubt, where the Provider is already providing a Separately Chargeable Drug to any Member at the time it is removed from the Separately Chargeable Drugs List, the Provider shall be entitled to charge Bupa for that Separately Chargeable Drug in accordance with Paragraph 26 of the Services and Charges Rules for the remainder of the relevant Member's Treatment Episode or continuing course of treatment where it would not be Clinically Appropriate to provide an alternative drug), without, in either case, reference to or prior consultation with the Provider.

5. QUERIES IN RESPECT OF THESE RULES

- 5.1 Any queries in respect of these Change Control Rules should be submitted to the Bupa Commissioning Manager who will use reasonable endeavours to respond to any queries within 14 Business Days.

Change Control Rules

APPENDIX 1

CHANGE ORDER FORM

Change Order Number: [REDACTED]

To Agreement Reference/No.: [REDACTED]

Between Bupa Insurance Services Limited and [REDACTED]

Reason for Change
Detail of Change
Effect on Services (including service levels and performance)
Effect on Clinical Quality of the Services provided
Effect on Price
Effective date of Change

Change Control Rules

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Authorisation for Bupa Insurance Services Limited
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Signature: _____

Name: _____

Title: _____

Date: _____

Authorisation for Provider

Signature: _____

Name: _____

Title: _____

Date: _____



BUPA HEALTH & WELLBEING UK

Definitions Rules

www.bupa.co.uk

Version 1 Effective 1 June 2012

Definitions Rules

DEFINITIONS RULES

These Definitions Rules set out the standard definitions that apply to the Healthcare Services Agreement Bupa has with the Provider.

Healthcare services agreements contain the terms of agreement between Bupa and individual healthcare service providers for the provision of general hospital services to Members.

Each healthcare service agreement consists of the Provider Terms and the Rules (including these Definitions Rules). The Provider Terms contain the bespoke details for each Provider and the Rules contain Bupa's standard terms. A Provider may have a series of healthcare services agreements to reflect the provision of services to different groups of Members or specific services.

Bupa may amend and republish these Definitions Rules in accordance with the change process set out in the Change Control Rules.

Part 1 - Definitions

BACS means the Banks Automated Clearing System;

British National Formulary (BNF) Listed Price means the list of prices for drugs and medicines generally prescribed in the UK and published biannually under the authority of a Joint Formulary Committee, or any listing which replaces this;

Bupa means Bupa Insurance Services Limited a company incorporated in England and Wales with registered number 03829851 whose registered office is at 15-19 Bloomsbury Way, London WC1A 2BA;

Bupa Clinical Support Team means a team of qualified nursing staff supported by one or more Consultants who provide advice and support to a Member during an Episode and liaise with Facility personnel and Consultants to ensure that each Member's treatment is effective, efficient and appropriate;

Bupa Commissioning Manager means the individual named as the Bupa Commissioning Manager in paragraph 6 of Schedule 1 to the Provider Terms (or such other individual as may be notified by Bupa to the Provider to take over the role of the Bupa Commissioning Manager in accordance with the notice provisions set out in the Provider Recognition and General Terms Rules), such individual being responsible for the day-to-day management of the Healthcare Services Agreement on behalf of Bupa;

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 Bupa House, 15 – 19 Bloomsbury Way, London WC1A 2BA;

Bupa Senior Representative means the individual named as the Bupa Senior Representative in paragraph 7 of Schedule 1 of the Health Care Services Agreement (or such other individual as may be notified by Bupa to the Provider in accordance with the notice provisions set out in the Provider Recognition and General Terms Rules), such individual being responsible for liaising with the Provider

Definitions Rules

Senior Representative for the purposes of resolving Disputes in accordance with the Dispute Rules as and when required in accordance with the provisions of those Dispute Rules;

Business Day means a day (other than a Saturday or a Sunday) on which banks are open for business in London other than solely for trading and settlement in euro;

Care Quality Commission means the Care Quality Commission or any replacement body as the regulator of hospital facilities;

CCSD means the Clinical Classification & Schedule Development Group being a group, comprising representatives from private healthcare insurers, formed to oversee the improvement of coding standards for the private healthcare sector;

CCSD Schedule means the CCSD Schedule issued by the CCSD as amended from time to time;

Change of Control means:

- (a) upon a person acquiring directly or indirectly Control of the Provider, or a company within the Provider Group owning, controlling or managing a Facility;
- (b) upon the sale of all or any of the Facilities;
- (c) upon the grant of any option, management rights or other rights to effect any of the foregoing; or

upon any other transaction that has or series of transactions that have substantially the same effect as any of the foregoing;

Charges means the charges set out in Schedule 2 to the relevant Healthcare Services Agreement;

Clinically Appropriate means clinically appropriate and necessary to meet the health care needs of the Member according to a reasonable body of medical opinion;

Consultant means a medical doctor who holds or has held the position of consultant within the NHS;

Control means in relation to a body corporate, the ability of a person to ensure that the activities and business of that body corporate are conducted in accordance with the wishes of that person and a person shall be deemed to have Control of a body corporate if that person possesses or is entitled to acquire the majority of the issued share capital or the voting rights in that a body corporate or the right to receive the majority of the income of that body corporate on any distribution by it of all if its income or the majority of its assets on a winding up;

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;

Critical Care means Treatment provided to patients at Levels 2 and/or 3 of The Intensive Care Society's Guidelines 2009 - "Levels of Critical Care for Adult Patients" – in a Critical Care Facility;

Critical Care Facility means a facility recognised by Bupa as a Critical Care Facility in Schedule 1 to the Provider Terms (if any);

Definitions Rules

Day-Patient means an individual whose Treatment for medical reasons necessitates a period of supervised care and occupation of a bed or comparable hospital facility in a Facility for less than 24 hours;

Dispute has the meaning given in the Dispute Rules;

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;

Extended Length of Stay means Treatment which requires the Member to remain in a Facility for (i) surgical procedures, beyond the length of stay target set out in the Schedule of Procedures or (ii) medical admissions more than 5 days;

Force Majeure means any cause preventing either Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including, without limitation, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors (only in so far as such default is outside the reasonable control of such suppliers or sub-contractors);

General Practitioner or GP means a medical practitioner registered on the General Practitioner Register operated and maintained by the General Medical Council;

Good Clinical Practice means using standards, practices, methods and procedures conforming to the law and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced clinical services provider providing clinical services the same or similar to the Services at the time the Services are provided. This should include, but not be restricted to, guidelines issues by the GMC, including "Good Medical Practice", and those issued by NICE, SIGN, the MHRA, the Department of Health, CQC and other advisory and regulatory bodies;

Head of Healthcare Partnerships means Bupa's Head of Healthcare Partnerships having specific responsibility for liaison with the Provider Senior Representative in relation to the resolution of a Dispute in accordance with the Dispute Rules;

Healthcare Services Agreement means the agreement between Bupa and the Provider which relates to the provision of the Services at the Facility(s) for the Relevant Members and which comprises the relevant Provider Terms and the Rules (as each may be varied in accordance with the terms of the relevant Healthcare Services Agreement);

Healthcode means the UK organisation of the same name which provides online systems and services to the private healthcare market including medical billing systems and clinical coding translation tools;

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 the relevant Healthcare Services Agreement, such hospitals and facilities being those set out in Schedule 1 of the relevant Provider Terms (as such list may be amended from time to time in accordance with the terms of the relevant Healthcare Services Agreement) and "Facility" shall be construed accordingly;

In-Patient means an individual who is admitted to a Facility for Treatment, is receiving nursing care and for medical reasons, occupies a bed or comparable facility in the Facility for longer than 24 hours;

Insolvency Event means where: (a) any procedure is commenced with a view to the winding-up or re-organisation of a Party (in each case, other than for the purpose of a solvent amalgamation or reconstruction with the prior consent of the other Party, such consent not to be unreasonably withheld

Definitions Rules

or delayed); (b) any step is taken or any procedure is commenced with a view to the appointment of an administrator, receiver, administrative receiver or trustee in bankruptcy in relation to all or substantially all of a Party's assets and that procedure (unless commenced by that Party) is not terminated or discharged within 30 days; (c) the holder of any security over all or substantially all of the assets of a Party takes any step to enforce that security and that enforcement is not discontinued within 30 days; (d) all or substantially all of the assets of a Party is subject to attachment, sequestration, execution or any similar process and that process is not terminated or discharged within 30 days; (e) a Party is unable to pay its debts as they fall due; (f) a Party enters into, or any step is taken, whether by the board of directors of the Party or otherwise, towards entering into a composition or arrangement with its creditors or any class of them, including, but not limited to, a company voluntary arrangement or a deed of arrangement; (g) a Party enters into, any step is taken, whether by the board of directors of the Party or otherwise, towards any analogous procedure under the laws of any jurisdiction to the procedures set out in the definition above;

LIBOR means the 3 month British pound sterling LIBOR interest rate. The rate prevailing on the first day of each relevant yearly quarter shall be applied for the purposes of calculating any interest due under a Healthcare Services Agreement.

Member means:

- (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;

MRSA means Methicillin Resistant Staphylococcus Aureus;

NHS means the National Health Services of England, Scotland and/or Wales;

Other Agreements means the agreement(s) between Bupa and the Provider on materially the same or similar terms as the relevant Healthcare Services Agreement but which relate to different services and/or facilities and/or Members (as appropriate);

Out-Patient means an individual who attends a Facility for Treatment and who is not a Day-Patient or In-Patient;

Parties means Bupa and the Provider together;

Pre-Authorisation means Bupa's authorisation for Treatment provided to a Member by or on behalf of the Facility and obtained in accordance with the Agreement and "Pre-Authorised" shall accordingly mean Treatment which has been authorised;

Prosthesis means an artificial device intended to permanently remain in the body to replace or support a body part (and "Prostheses" shall be construed accordingly);

Definitions Rules

Provider means a healthcare service provider who has entered into and is named in the Healthcare Services Agreement;

Provider Representative means the individual named as the Provider Representative in paragraph 4 of Schedule 1 to the relevant Provider Terms (or such other individual as may be notified by the Provider to Bupa in accordance with the notice provisions set out in the Provider Recognition and General Terms Rules), such individual being responsible for the day-to-day management of the relevant Healthcare Services Agreement on behalf of the Provider;

Provider Senior Representative means the individual named as the Provider Senior Representative in paragraph 5 of Schedule 1 to the relevant Provider Terms (or such other individual as may be notified by the Provider to Bupa in accordance with the notice provisions set out in the Provider Recognition and General Terms Rules), such individual being responsible for liaising with the Bupa Senior Representative for the purposes of resolving Disputes in accordance with the Dispute Rules as and when required in accordance with the provisions of those Dispute Rules;

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;

Providers Online means the password protected website at www.bupa.co.uk/healthcare-providers (or such other address as may be notified to the Provider from time to time) which provides a facility for Bupa recognised healthcare providers to: (a) submit certain information and/or bills to Bupa; and (b) view and download certain information concerning their transactions with Bupa;

Provider Terms means the terms set out in the main body and schedules of the document entitled "Healthcare Services Agreement" entered into between Bupa and the Provider as amended from time to time but, for the avoidance of doubt, not including these or any other Rules;

Quality Assessment Documents means the quality assessment documents compiled by Bupa for the Provider as specified in Schedule 1 of the Healthcare Services Agreement;

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 to the relevant Healthcare Services Agreement, such status to always be subject to the eligibility of a Member to access the relevant Facility under their Member Policy;

Relevant Members means those categories of Members covered by the relevant Healthcare Services Agreement as set out in Schedule 1 to the relevant Healthcare Services Agreement, and "Relevant Member" shall be construed accordingly;

Rules means the various different rules which Bupa publishes and, in relation to each Healthcare Services Agreement, which the relevant Provider and Bupa have agreed shall apply to such Healthcare Services Agreement, further details in respect of which are set out at Paragraph 3 of Schedule 1 to the relevant Healthcare Services Agreement and references to a particular set of Rules in the Healthcare Services Agreement shall be a reference to the version of those Rules set out at Paragraph 3 of Schedule 1 to the relevant Healthcare Services Agreement (except where changes to that version of the Rules may have been agreed by Bupa and the Provider in accordance with the relevant Healthcare Services Agreement);

Schedule of Procedures means the latest available version at any given time of the schedule of codes, narratives and complexities for procedures (as amended by Bupa from time to time) published by Bupa on Providers Online, which is based upon the CCSD Schedule and incorporating additional information such as surgeon, anaesthetist and hospital complexity classifications and target lengths of stay for procedures;

Definitions Rules

Schedules means the schedules to the relevant Provider Terms;

Schemes means:

- (A) health insurance contracts which are underwritten by Bupa Insurance or another member of the Bupa Group (including, for the avoidance of doubt, the Non-UK Schemes);
- (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,

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

Senior Provider Representative means the Provider’s senior representative having specific responsibility for liaison with the Head of Healthcare Partnerships in relation to the resolution of a Dispute in accordance with the Dispute Rules;

Separately Chargeable Drugs means drugs which are listed in the Separately Chargeable Drugs List;

Separately Chargeable Drugs List means the list of the same name maintained by Bupa and published on Providers Online (as amended from time to time);

Separately Chargeable Prostheses means Prostheses which are listed in the separately Chargeable Prostheses List (and “Separately Chargeable Prosthesis” shall be construed accordingly);

Separately Chargeable Prostheses List means the list of the same name maintained by Bupa and published on Providers Online (as amended from time to time);

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

Services means:

- (A) the services, facilities and goods to be provided by the Provider at the relevant Facility further details of which are set out in Schedules 1 and 2 to the relevant Healthcare Services Agreement; and
- (B) the provision of Separately Chargeable Drugs and Separately Chargeable Prostheses,

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;

Service Line Tender means an invitation by Bupa to the Provider and other parties to submit offers to Bupa for the supply of a particular Service Line or Service (other than pathology services) to Members, and the process of selecting successful providers;

Start Date shall have the meaning given to it in Paragraph 2 of Schedule 1 to the relevant Healthcare Services Agreement;

Definitions Rules

Treatment means a medical, surgical or diagnostic service that is needed to diagnose, relieve or cure a disease, illness or injury;

VAT means value added tax as provided for in the Value Added Tax Act 1994 and any regulations promulgated thereunder; and

Working Hours means 8.00 a.m. to 6.00 p.m. on a Business Day.

Part 2 – Interpretation

In construing the Healthcare Services Agreement, unless expressly specified to the contrary:

- (A) all references to Clauses, Paragraphs or Schedules are references to the clauses, paragraphs and schedules to the Healthcare Services Agreement;
- (B) use of the singular includes the plural and vice versa;
- (C) references to times are to UK times;
- (D) a reference to any statute, statutory provision or regulatory requirement shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (E) the expressions “body corporate”, “holding company”, “subsidiary” and “subsidiary undertaking” shall have the meaning given in the Companies Act 2006;
- (F) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words and the words “include”, “includes” and “including” shall be construed as if they were followed by the words “without limitation”;
- (G) any indemnity being given on an “after-tax” basis means that, to the extent that the amount payable pursuant to such indemnity (the “Payment”) is reduced as a result of a deduction, withholding or charge required by law in respect of tax, it shall be increased so the recipient of the Payment is in the same position as it would have been in if there had been no such tax or tax credit, repayment or other tax benefit; and
- (H) references to “Bupa” shall be construed so as to include or mean Bupa Insurance and/or such other members of the Bupa Group as the context requires except that no reference to “Bupa” shall be construed so as to include or mean Bupa Insurance where to do so would be unlawful or contrary to applicable regulation.