



HEALTHCARE SERVICES AGREEMENT

BACKGROUND

(A) This Healthcare Services Agreement may be one of a series of agreements which Hospital has entered into with the HMO. Other healthcare services agreements may already be in place, or be in the process of being put in place, between Hospital and the HMO in respect of certain other services and/or other facilities and/or other categories of Members. The provisions of this Healthcare Services Agreement shall govern the provision of the Services at the Facilities to the Relevant Members during the Term. The terms of the Other Agreements shall apply to the circumstances governed by those Other Agreements.

AGREEMENT:

1. DEFINITION & INTERPRETATION

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

“Charges” means the charges for each Service set out in schedule;

“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 Hospital 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;

“Earliest End Date” means the earliest date on which this Healthcare Services Agreement may be terminated, which shall be the date set out in paragraph 2 of Schedule 1;

“Episode” means the period of time commencing when a Relevant Member is admitted to a Facility for continuous Treatment and ending when that Relevant Member is discharged from a Facility;

“Facilities” means the hospitals and facilities recognized as being permitted to provide all or some of the Services to the Relevant Members under and in accordance with the terms of this Healthcare Services Agreement, such hospitals and facilities being those set out in Schedule 1 (as such list may be amended from time to time in accordance with the terms of this Healthcare Services Agreement) and “Facility” shall be construed accordingly;

“Healthcare Services Agreement” means this agreement between Hospital and the HMO which relates to the provision of the Services at the Facilities for the Relevant Members and which comprises these HMO Terms and the Rules (as each may be varied in accordance with the terms of this agreement);

“Member” means an individual who is covered under a health insurance contract which is underwritten by HMO;

“Member Policy” means, in respect of a Member, the particular Scheme which provides cover for medical expenses incurred by the Member;

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

“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; and
- (B) the provision of Separately Chargeable Drugs and Separately Chargeable Prostheses (as defined in the Definitions Rules), in each case, on the basis of and inclusive of those elements of service described in the Services and Charges Rules and “Service” shall be construed accordingly;

“Start Date” means the commencement date of this Healthcare Services Agreement which shall be the date set out in paragraph 2 of Schedule 1;

“Term” means the period of this Healthcare Services Agreement commencing on the Start Date and ending when this Healthcare Services Agreement is terminated in accordance with its terms; and

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

1.2 This Healthcare Services Agreement shall be interpreted in accordance with the principles of interpretation set out in Part 2 of the Definitions Rules.

1.3 The provisions of the Provider Terms should always be read alongside and in conjunction with the provisions of any relevant Rules.

1.4 In the event of any conflict between the different parts of this Healthcare Services Agreement, the order of precedence shall be: The Schedules; the Provider Terms (excluding the Schedules); the Recognition and General Terms Rules; the Billing and Payment Rules; and then the other Rules (which shall rank equally).

2.RECOGNITION STATUS OF FACILITIES

2.1 For the duration of this Healthcare Services Agreement shall recognize the Facilities to provide Treatment to the Relevant Members, to the extent such Treatment is Covered Treatment in accordance with the Recognition Status of the Facilities. The Facilities and other facilities within the Provider’s Group may be recognized under Other Agreements between the Parties for other services and/or Schemes.

2.2 Subject to the other provisions of this Healthcare Services Agreement, the Provider shall ensure that the Services provided at the Facilities at the date of this Healthcare Services Agreement (or in relation to any Facilities that are added to this Healthcare Services Agreement, as at the date such Facilities are recognized) continue to be provided in accordance with this Healthcare Services Agreement and that

such Services are provided at the Facilities subject and to the extent provided for in this Healthcare Services Agreement.

3.CHARGES FOR THE SERVICES

3.1 HMO shall be liable to pay the Hospital for the Services at the Charges, in each case subject and to the extent:

- (A) that the relevant Facility is recognized to provide such Services under its Recognition Status;
- (B) provided for in this Healthcare Services Agreement; and
- (C) the Services are Covered Treatment

3.2 Where any amendment to the Charges takes effect during an Episode, the applicable Charges for any Services provided to the Member shall be those applying at the date on which the particular Service is provided to the Member.

3.3 If:

- (A) neither Party has served notice to terminate this Healthcare Services Agreement in accordance with Clause 5.2 and, as a result, this Healthcare Services Agreement continues after the Earliest End Date; or
- (B) this Healthcare Services Agreement has or is due to be terminated in accordance with its terms, but the Parties have agreed that the Provider should continue to provide some or all of the Services pursuant to a new healthcare services agreement but that new healthcare services agreement has not yet been entered into between the Parties, then the Charges applying on the day before the Earliest End Date shall continue to apply until the date that this Healthcare Services Agreement is terminated or the new healthcare services agreement has been entered into (whichever is the earlier).

3.4 For the avoidance of doubt, this Healthcare Services Agreement does not impose any minimum or maximum volume of Services that Members must or may request from, or HMO is required or may refer to, the Provider, and does not restrict HMO's ability to direct Members in accordance with the terms of a Member Policy.

4.WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

4.1 The Provider warrants to HMO that as at the date of this Healthcare Services Agreement:

- (A) it has the requisite power and authority to enter into and perform the obligations under this Healthcare Services Agreement on behalf of itself and any other member of the Provider's Group which owns or manages the Facilities;
- (B) notwithstanding the provisions of Clause 4.1(A), it has the requisite power and authority to procure that the relevant members of the Provider's Group will comply with the relevant provisions of the Healthcare Services Agreement in respect of the Facilities which they may own or manage; and
- (C) it and/or other members of the Provider's Group have all the necessary regulatory licenses and approvals to operate as a provider of the Services.

4.2 The Provider warrants to Bupa that the Quality Assessment Information provided to Bupa for the purposes of considering whether to recognize the Provider under the terms of this Healthcare Services Agreement remains correct as at the date of this Healthcare Services Agreement save as disclosed in writing by the Provider to (HMO), and the Provider will notify (HMO) promptly of any changes which would render the provided quality assessment information incorrect during the course of this Healthcare Services Agreement.

4.3 HMO warrants to the Provider that as at the date of this Healthcare Services Agreement it has the requisite power and authority to enter into and perform the obligations under this Healthcare Services Agreement on behalf of itself.

4.4 Except to the extent expressly set out in this Healthcare Services Agreement, neither Party makes any further warranties whether express or implied, and all implied warranties of any kind are excluded to the extent permitted by law.

4.5 The Provider hereby undertakes that it or other members of the Provider's Group will for the duration of this Healthcare Services Agreement maintain all necessary regulatory licenses and approvals to operate as a provider of the Services.

4.6 Each Party hereby undertakes to the other Party that, for the duration of this Healthcare Services Agreement, it will neither do nor omit to do anything which it intends will damage the reputation or good name of the other Party.

4.7 Where an obligation under this Healthcare Services Agreement relates to a Facility which is owned or managed by a member of the Provider's Group and not the Provider itself, the Provider shall procure that the relevant member of the Provider's Group shall comply with the relevant obligations of the Healthcare Services Agreement. Further, for the purposes of this Healthcare Services Agreement, every act or omission of such relevant member of the Provider's Group shall be deemed to be the act or omission of the Provider and the Provider shall be liable to Bupa as if such act or omission had been committed or omitted by the Provider itself.

5. TERM AND TERMINATION RIGHTS

5.1 This Healthcare Services Agreement shall commence on the Start Date and shall continue in force until terminated by either Party in accordance with the provisions of this Healthcare Services Agreement.

5.2 Without prejudice to any other rights to terminate this Agreement as set out in the Rules, either Party may terminate this Healthcare Services Agreement on giving not less than 3 calendar months' written notice to the other Party provided always that such notice period shall not expire prior to the Earliest End Date.

5.3 Termination of this Healthcare Services Agreement, howsoever arising, shall be without prejudice to: (i) any accrued rights, liabilities or remedies arising under this Healthcare Services Agreement or at law; and (ii) any provision in this Healthcare Services Agreement which expressly or by implication is intended to survive termination.

5.4 If a Member is receiving Services from a Facility on the date that this Healthcare Services Agreement is terminated, the Facility shall continue to provide such Services and such other Services as are necessary or are in the best interests of the Member until the earlier of completion of the Member's

Treatment, or the Member is safely transferred to another hospital of HMO's choice. Any Services provided to a Member during this further period shall be provided in accordance with the provisions of this Healthcare Services Agreement. The Provider shall be entitled to invoice Bupa for that part of such Member's Treatment which would have been Covered Treatment had this Healthcare Services Agreement been continuing and in full force and effect and HMO shall settle such invoice notwithstanding the termination of this Healthcare Services Agreement.

6. ENTIRE AGREEMENT

6.1 This Healthcare Services Agreement constitutes the whole and only agreement between the Parties relating to the subject matter of this Healthcare Services Agreement and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, except to the extent that such prior agreements are expressed to continue to apply (for example, in respect of the treatment of Members which may have commenced under the terms of such prior agreement) and without prejudice to any antecedent breaches under such prior agreements. Nothing in this Clause 6.1 shall prevent the Parties from entering into Other Agreements.

6.2 Other than as expressly contemplated by this Healthcare Services Agreement, this Healthcare Services Agreement may only be varied or amended in accordance with the Change Control Rules.

6.3 If any provision of this Healthcare Services Agreement is or becomes illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability of any other provision of this Healthcare Services Agreement.

7. GOVERNING LAW AND JURISDICTION

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

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

This Healthcare Services Agreement is entered into by the Parties on the date first written above.