
Terms of Agreement Bupa Partner Agreement

This document, together with the other documents referred to in it, contains the terms of recognition for Bupa Recognised Consultants (newly recognised) or the basis of your agreement as a Bupa Partner. By accepting your status as a Bupa Partner you are agreeing to these terms which shall apply to the treatment of any Members by you. The language used is formal as it is necessary to keep these terms as brief and clear as possible. As you work through the document, we have set out clearly what we are asking you to do and what we will do for you. Capitalised terms have the meanings given in the 'Defined Terms' section below

1. Basis of Recognition

Your relationship with Bupa is important to us and we agree to recognise you as a "Bupa Partner" on the terms set out in this agreement and (where relevant) on the basis of your application form which forms a part of your agreement with us. In return, you agree that any agreements or arrangements you may have with a Member are subject to your agreement with us.

You also agree to notify us immediately of any:

- change to the information contained within Schedule 1 of this agreement;
- change to your GMC Registration (including conditional registration or investigation);
- legal or threatened action against you in connection with your profession; any criminal convictions;
- suspension or dismissal from the NHS; or any change to practising privileges at an independent hospital/facility.

You must maintain admitting privileges to a Bupa recognised in-patient facility. Should you take a decision to re-train in another specialty, or provide diagnostic tests (if not already listed in Schedule 2), you must notify Bupa immediately as we will be unable to pay your fees if we have not agreed to recognise you for the change in your clinical status.

Under Bupa's scheme rules, Bupa may only reimburse you if you have an agreement in place for the provision of diagnostic tests. This satisfies our requirement for such tests to be provided by a "recognised facility". Charges to Bupa, or Members for diagnostic tests without a contract, or any charges outside a contract, will not be paid and may lead to the loss of your Bupa recognition. You are obliged to inform the hospital or facility where you see patients and perform diagnostic tests at the hospital/facility if you intend to bill for the performance of any Diagnostic Tests. For the avoidance of doubt, you and the facility/hospital will not submit invoices for the provision of the same tests to the same patient on the same day and where such circumstances apply, this will be treated as an overpayment under section 8 below.

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You acknowledge that you will comply with the service standards set out in Schedule 3.

Bupa funding for diagnostic tests is only available for the Diagnostic Tests listed at Schedule 2 of this agreement. If you wish to provide further diagnostic tests please contact the Bupa Provider Management Team at ProvMgtConsultants@bupa.com or by telephone on 0345 600 5422.

2. Clinical Standards

We understand that clinical quality will be at the heart of the care you deliver to our Members. In support of this, you agree to provide all treatment in accordance with the Clinical Standards published on Providers Online at www.bupa.co.uk/providers-online. The current standards simply reflect existing standards set by applicable regulatory and professional bodies.

We may on occasion receive a serious complaint that is clinical in nature. If we contact you about such a case, it will usually follow a complaint made to us by one of our Members. We wish to ensure that all our Members have received high quality medical care and treatment. We ask that you fully review any such complaint and, in line with the guidance set out by the General Medical Council in Good Medical Practice, provide us information, to the extent permitted by applicable data protection legislation, which will help us to address any Member concerns.

3. Services

This section relates to the expectations of our Members in relation to the services provided, and we are asking you to sign up to the minima as described below.

You agree, where practically possible, to provide out-patient appointments to Members within a maximum of 10 working days from request by the Member, and you agree to ensure that diagnostic tests are completed and reported in a timely manner.

You agree to ensure that someone can be contacted to arrange appointments for you within the normal working hours of 9 AM to 5.30 PM and to ensure that an 'out of hours' answer phone service is provided for Members calling at a time when no one is available to take appointment calls in person. You further agree that Members leaving a message on this service will receive a call back within 24 hours Monday to Friday.

Where you are recognised to provide Diagnostic Tests, you agree to provide all elements required to support those Diagnostic Tests, including the interpretation of the test results and/or readings and that these are completed and reported in a timely manner.

You agree to: review the Member's progress in person with them while in hospital (recording each visit in the Member's medical record); update family members when requested (with the Member's consent); attend the Member for provision of any treatment in person; and offer follow-up consultations in person (the number of which

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to be in line with evidence-based clinical best practice which is consistent with published evidence-based guidelines). The delegation of the provision of certain treatments under these terms shall be permitted if in accordance with Good Clinical Practice, and subject to you at all times maintaining full responsibility and clinical accountability for any delegated treatment. Please note, any treatment delegated to another practitioner who is not Bupa recognised will not be eligible for reimbursement by Bupa.

4. Referrals

Where clinically appropriate, you agree to provide treatment to Members at hospitals or other appropriate facilities recognised under the Member's policy and to ensure that any referrals to other consultants are made to Bupa recognised consultants who are recognised to provide the treatment and charge within Bupa Benefit Maxima as set out in Bupa's Schedule of Procedures (fee assured consultants).

Further to customer feedback and in order to minimise inconvenience for Members, you agree to use best endeavours to:

- (1) ensure that any anaesthetists providing services to Members in conjunction with treatment you are providing have agreed to charge within the amounts of any limits of cover our Members have; and
- (2) inform the Member prior to treatment by you where an anaesthetist has been engaged who has not agreed to do this.

Where clinically appropriate, you agree to make Members aware of the option to be treated at home instead of in a hospital and you agree to ensure that Members understand that in order to receive funding for home healthcare they must be treated by a Bupa recognised home healthcare provider under your supervision.

Lists of Bupa recognised providers are available on Consultants and Facility Finder. If in your judgment no appropriate Bupa recognised provider is available, please contact our Provider Services Team on 03457 55 33 33. Where a Member is referred to a provider that is not part of Bupa's recognised networks, you agree to ensure that the Member is aware that their treatment may not be covered by Bupa. Please note that where Members are frequently referred by you to non-recognised providers, we will review this with you in order to understand the reason(s) and to take any appropriate action.

You agree to promote referrals to Bupa recognised providers wherever clinically appropriate. Lists of Bupa recognised hospitals and consultants are available at <http://finder.bupa.co.uk>.

5. Charging Members Personally

Unexpected bills are a major cause of customer complaint and so we have set out below how charging needs to operate.

It is a condition of this agreement that you will not invoice or bill Members personally for any treatment, diagnostic procedure or consultation covered by their policies

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except for the Member's excess and limits on their policy with us, and/or treatments which are not covered by the Member's policy. You agree to charge for Members treatment in accordance with the Charges in Section 6 below, for which we will reimburse you in accordance with these terms. We will inform you of any amounts for which Members are personally liable (including excesses) in respect of your invoices in a statement that you receive when we make a payment to you.

Where the Member is to be charged directly for treatments not covered by their policy, you agree that, in advance of that treatment, you will have: (1) informed the Member that they are responsible for any treatment not covered by us; and (2) informed the Member of the likely cost of the treatment; and (3) obtained the Member's consent to pay personally for those costs we do not cover.

6. Charges

We will only pay for Eligible Treatment. Agreed Charges are set out in Schedule 2 to this agreement. Fees are all inclusive (including VAT) and represent full payment from us to you. If you are uncertain of the charge that you should make for any procedure, you may find this information at www.bupa.co.uk/codes.

7. Invoicing Us

We would like to pay your invoices promptly and the paragraphs below set out how this will work. Invoices must be submitted to us electronically using any electronic billing method listed on <http://www.bupa.co.uk/healthcare-professionals/billing-and-payment>. We have provided some advice on how to prepare and submit your accounts. You agree to invoice us only for Eligible Treatment, carried out by you. It is important that you submit invoices promptly as invoices submitted after a period of 6 (six) months from date of the treatment or performance of the test may be rejected at our sole discretion, in which case you agree not to contact the Member for payment. If you have any issues regarding your billing, please contact the Provider Services Team on 03457 55 33 33.

Invoices must include the following information: date of invoice; date of treatment; the Member's name, date of birth, postcode and Bupa registration number; the name of the referring GP; the applicable ICD disease and injury code (currently based on ICD9 as modified by Bupa and we shall notify you if this changes); the CCSD code and CCSD description for the treatment (as described in the Schedule of Procedures or Schedule of Diagnostic Tests); and your Charge. Where a diagnosis alters following an initial assessment or at any other time, you agree to revise any future invoices to include the revised ICD code.

All codes must be based upon the latest version of the Schedule of Procedures or Schedule of Diagnostic Tests (both available on www.bupa.co.uk or Providers Online). We will publish any amendments to the Schedule of Procedures or Schedule of Diagnostic Tests on our website. We follow industry standards that are set out by CCSD Group and we are unable to accept accounts for tests that are new and for which a code is not yet available. Codes for new and as yet uncoded procedures or tests can be requested from the CCSD Group at ccsd@capita.co.uk.

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The appropriate ICD codes (as modified by Bupa) can be found on Providers Online at www.bupa.co.uk/providers-online.

Invoices for treatment of or tests for Members belonging to Bupa schemes outside of the United Kingdom should be submitted to the relevant non-UK scheme operator directly.

8. Payment of Your Invoices

We will pay invoices submitted in accordance with this agreement directly by BACS to the bank account you have nominated to us for that purpose no later than 7 days following the invoice being cleared by us for payment.

In exceptional circumstances you may need to contact us in relation to invoice payment. We ask that you do not chase us for payment until 30 days from invoice date in order to allow time for claim processing to complete. Occasionally we may overpay an invoice in error. Where you are overpaid, we will be entitled to set off overpayments to you against other amounts payable to you.

We may also, on reasonable notice, conduct an audit of your underlying billing or clinical data to confirm the appropriateness of decisions made, charges billed and/or paid, and/or compliance with these terms. You agree to assist us on reasonable request in these audit activities, including providing relevant financial records and medical notes (where patient consent permits).

9. Financial Standards

All services must be provided in accordance with the Financial Standards published on Providers Online. Please note failure to follow the Financial Standards may lead to the suspension or termination of your Bupa recognition and recovery of amounts overpaid. This scenario is rare and we hope will not be applicable to our relationship with you.

10. Information Provision

You agree, upon reasonable request by us (not more than twice a year), to provide us with the following data: average wait time between Member referrals to and appointments with you for those Members for the past 6 months; details of actions taken in response to patient feedback which you receive directly and from us; the average number of consultations you provided by diagnosis code involved in treating each Member within the past 6 months; and the number of patient complaints about you or your practice in the last 6 months (total patient complaints not just Member complaints).

You agree that, where these exist for your specialty, you shall enter details for the treatment of Members under this agreement in Bupa's registries and any applicable national data bases, reflecting a commitment to the improvement of quality and best practice. A full list of the applicable registries can be found on Providers Online at www.bupa.co.uk/providers-online.

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We would like to promote your practice on our websites. You therefore agree that at least twice a year you will confirm the information that you have provided to us. All Bupa Recognised consultants should regularly update their Bupa Profile on Bupa's Consultants and Facility Finder using the edit function on the profile page. You agree that all the information added and amended using the 'edit' function can be shown outside of Bupa (unless marked otherwise with the 'edit' pages).

You will be asked to confirm your total scope of practice and complete an annual declaration to Bupa. This requires consultants to confirm that all your independent practice has been subject to full and complete annual appraisal in line with GMC guidelines

11. Ending Your Agreement

This section of the document addresses a situation that we hope will not be applicable to our relationship with you.

Either you or Bupa may end this agreement at any time by notifying the other party in writing on 30 days' notice.

If this agreement ends:

- where you were recognised by Bupa as a consultant prior to July 2010, you may maintain your Bupa recognition status (other than as a Bupa Partner) subject to continued eligibility for Bupa recognition. If you end this agreement without noting that you wish to maintain your Bupa recognition, then we may remove your recognition at our discretion.
- where you have been recognised by Bupa since July 2010, your recognition with Bupa is linked to continued acceptance of this agreement.. If you end this agreement, you will therefore end your recognition with Bupa and subject to the paragraphs below you will no longer be able to provide treatment or tests to Bupa members.

Where we feel that there are issues of safety regarding the treatment of Members, or indications of fraud, we may end this agreement and/or your Bupa Recognition immediately on the provision of notice, or suspend it or apply additional conditions if we feel that this is appropriate. We do expect that, in return for the support of your practise and referrals to our Members, you maintain a professional relationship with our Members and do not disparage Bupa.

If a Member is receiving treatment on the date your recognition ends or is suspended, you agree you will, at our election, either: (1) continue to provide such treatment as is in the best interests of the Member, until the earlier of completion of the Member's treatment or the Member's safe transfer to another Bupa recognised consultant of their choice; or (2) notify us and stop treating the Member immediately and arrange the safe transfer of the Member to another suitable Bupa recognised consultant of their choice. If the former, you shall be entitled to invoice us for that treatment (subject to these terms including but not limited to Schedule 2).

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[If a Member is receiving diagnostic tests on the date your agreement ends or is suspended, you agree you will notify us and cancel any further diagnostic tests (provided that you will ensure that you will deliver any outstanding results of tests in a timely manner and arrange the safe transfer of the Member to another suitable Bupa recognised consultant who has an agreement with us to provide diagnostic tests. If the former, you shall be entitled to invoice us for those tests (subject to these terms).

12. Insurance

You agree to hold medical malpractice insurance and/or professional indemnity insurance from an established and recognised UK Medical Defence Organisation to cover any and all risks to our Members. The minimum levels of such cover must be sufficient to cover liability that might reasonably be foreseen to be incurred to Members as a result of treatment by you under these terms.

In respect of Diagnostic Tests, where provided under this agreement, you agree to arrange and maintain during the term of this agreement and for a period of six years following termination, public liability insurance cover with a reputable insurer for a minimum of £5,000,000 per claim.

13. Data Protection

You must comply with all applicable obligations in respect of any Personal Data relating to a Member ("**Member Data**") imposed by, or made under, Data Protection Law, for so long as you process any such Member Data.

From time to time we may ask you to disclose Member Data to us to exercise our rights under this agreement and so we can manage claims made by Members and administer our schemes.

If you believe, acting reasonably, that disclosing Member Data would result in a breach of Data Protection Law, you should:

- (a) notify us of this fact as soon as reasonably practicable, in no event later than 7 days, giving details of the reason(s) why you believe a disclosure would cause you to be in breach of Data Protection Law; and
- (b) use all reasonable endeavours, having regard to the purpose of any request for Member Data, to give us sufficient information to achieve that purpose, including (but not limited) to taking measures to obtain Member's consent where required, redacting Member Data to the minimum extent possible to achieve compliance with the Data Protection Law to facilitate the request made by us and/or providing alternative or additional information suited to achieving the purpose).

For the purposes of this paragraph 13 you must ensure that you have a lawful basis for disclosing any Member Data to us in accordance with Data Protection Law.

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14. Anti-bribery and corruption

The parties shall each comply with all applicable laws relating to the detection and prevention of financial crime (including, without limitation, the Bribery Act 2010) and shall have in place adequate policies and procedures to procure compliance.

For the avoidance of doubt, nothing in this Agreement obliges either Party to perform any action (including but not limited to paying any claim or providing any benefit or services) to the extent it would cause us to breach any trade or economic sanctions, laws or regulations of any jurisdiction to which that Party is subject (which may include without limitation those of the European Union, the United Kingdom and/or the United States of America)

15. Disputes

Very occasionally, disagreements can occur. The process for resolution is covered here.

If there is any disagreement between us, in the first instance, you agree to discuss the dispute with the Bupa Provider Management Team on 08456 00 54 22 or to raise your concerns by sending an email to provmtconsultants@bupa.com. If you are unable to resolve your Dispute within 10 Business Days of it being referred to the Bupa Provider Management Team, you may refer it to the Medical Director, Bupa Healthcare Funding so that (s) he may address the dispute directly or through another authorised Bupa colleague.

16. General

The provisions of Clause 3 (Services) and Clause 10 (Information Provision) may need to evolve over time to reflect Bupa's changing customer proposition. We do therefore reserve the right to make changes to these clauses on written notice to you at the last address you have provided to us for communication. The changes will take effect 30 days after the date on which we post the details of any change to you. If you feel that you are unable to accept these changes, then you may exercise your right of termination under Clause 11.

Please note that these terms are governed by English law and represent the whole and only agreement between us relating to the subject matter of these terms, and supersede and extinguish any prior agreement between us (including any previous terms under which you may have received Bupa recognition).

Defined Terms:

“**Bupa Benefit Maxima**” means the prices published in the Schedule of Procedures on www.bupa.co.uk/codes according to procedure and complexity.

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“Bupa Partner” means a consultant who has an agreement to provide services to Members on the terms of this agreement.

“Bupa Group” means Bupa Insurance Services Limited, its subsidiaries and subsidiary undertakings, any holding company of Bupa Insurance Services Limited and all other subsidiaries and subsidiary undertakings of any such holding company from time to time.

“Care Quality Commission” means the Care Quality Commission (or equivalent body in Scotland, Wales or Northern Ireland) and any replacement body as the regulator of hospital facilities.

“Charge(s)” means the fees and charges for the services set out in Schedule 2.

“Clinical Standards” mean the standards we publish on Providers Online. We will notify you of any changes to these standards on 30 days written notice to the email address you gave us in your application or its replacement as may be advised to us by you in writing from time to time. The changes will take effect 30 days after the date on which we send the details of the changes to you.

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

“Consultants and Facility Finder” means the website at <http://finder.bupa.co.uk/> (or such other address as may be notified to you from time to time) which contains detail on Bupa recognised providers.

“Data Protection Law” means the following legislation to the extent applicable from time to time: (a) national laws implementing the Data Protection Directive (95/46/EC) and the Directive on Privacy and Electronic Communications (2002/58/EC); (b) the General Data Protection Regulation (2016/679) and any national law issued under that Regulation; and (c) any other similar national privacy law.

“Diagnostic Tests” means the out-patient diagnostic tests listed in Schedule 2 (if any).

“Eligible Treatment” means treatment provided to Members that is: (1) covered by the Member’s policy; (2) performed by a consultant recognised by us for that treatment; and (3) performed at a facility recognised by us for that treatment. . For the purposes of this agreement, Eligible Treatment in respect of diagnostic tests will be limited to the Diagnostic Tests.

“Financial Standards” mean the standards we publish on Providers Online. We will notify you of any changes to these standards on 30 days written notice to the email address you gave us in your application or its replacement as may be advised to us by you in writing from time to time. The changes will take effect 30 days after the date on which we send the details of the changes to you.

“Good Clinical Practice” means using standards, practices, methods and procedures conforming to the law and exercising that degree of skill, care, diligence,

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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 those provided to Members.

“**ICD**” means the latest version of the list of Codes published by The World Health Organisation as the International Classification of Diseases used by Bupa and is used to classify individual diseases and related health conditions.

“**Member**” means an individual covered by a health insurance contract underwritten by a member of the Bupa Group; an individual who is a beneficiary under a Bupa health trust arrangement; an individual who is a beneficiary of a scheme administered by a member of the Bupa Group; or an individual who benefits under a rehabilitation arrangement with Bupa.

“**Personal Data**” means i) in the case of Bupa, personal data provided by the Provider and ii) in the case of the Provider all personal data provided to it by the Members.

“**Providers Online**” means the password protected website at www.bupa.co.uk/healthcare-providers (or such other address as may be notified to you from time to time) which allows you to: (a) submit certain information and/or bills to Bupa; and (b) view and download certain information concerning your transactions with Bupa.

“**Recognised Facility**” means the facility or facilities where the Diagnostic Tests are performed and listed in Schedule 1.

“**Schedule of Diagnostic Tests**” means the latest available version of the schedule of codes, narratives and fees published by us on www.bupa.co.uk/codes or Providers Online which identifies those tests that consultants can provide from their own consultation room using their own equipment and the fee that Bupa will make available for performing those tests.

“**Schedule of Procedures**” means the latest available version of the schedule of codes, narratives and complexities for procedures published by us on www.bupa.co.uk/codes or Providers Online, based upon the CCSD Schedule and incorporating additional information such as surgeon, anaesthetist and hospital complexity classifications and target lengths of stay for procedures.

“**Specialty**” means a division of medicine that covers a specific area of clinical activity and is identified within a GMC register or Royal College.

“**Sub-specialty**” means a sub-division of medicine that covers a specific area of clinical activity and is identified within a GMC register or a Royal College, or in the absence of these as set out by Bupa.

“**we**”, “**our**”, or “**us**” mean Bupa Insurance Services Limited.

“**you**” or “**your**” mean the person named in Schedule 1 below. **Schedule 1**

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Provider Details

Personal and contact details	
Title	
Forename	
Surname	
Bupa provider number	
Address line 1	
Address line 2	
Address line 3	
Town / city	
Postcode	
Email address	
Contact number	
Gender	
You agree to receive administration communications from Bupa including its Group business by email	
You would like to receive information about Bupa, the products and services we provide	

Professional details	
Title	
Forename	
Surname	
GMC number	
Clinical specialty	
Sub specialty	
Areas of particular clinical interest	
Top 10 clinical conditions	

The Facilities which Bupa has agreed to recognise for the purposes of you providing Diagnostic Tests under this agreement are as follows:

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Facility details	
First Facility Name	
Address line 1	
Address line 2	
Address line 3	
Town / city	
Postcode	
Second Facility Name	
Address line 1	
Address line 2	
Address line 3	
Town / city	
Postcode	
Third Facility Name	
Address line 1	
Address line 2	
Address line 3	
Town / city	
Postcode	

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Schedule 2

Services and Charges

A. Charges for in-patient/day-patient and out-patient treatment

Charges shall be a maximum of Bupa's Benefit Maxima as set out in the Schedule of Procedures.

B. Charges for consultations will be as follows:

Initial consultation £

Follow-up consultation £

C. Charges for diagnostic tests will be as set out in the Schedule of Diagnostic Tests at www.bupa.co.uk/codes. The Diagnostic Tests covered by this agreement are as follows:

CODE	DESCRIPTION

Payment will only be made by Bupa to the provider for procedures and tests that are Eligible Treatment and for which you are recognised under this Agreement.

Charges are fully inclusive of all professional fees, recording and reporting, interpretation, consumables and equipment costs where applicable. Please note Bupa does not pay, and Members should not be charged, for the reporting of tests alone.

D. Basis of payment

Charges are all inclusive (including VAT) and represent full payment from us to you. Extra payment for unusual or complex cases is at our discretion. Request for extra payment for unusual or complex cases can be requested by completing the full details on the Complex surgery fee uplift request form which can be found on Providers Online, and returned by secure fax to 01784 234 290.

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Schedule 3

Clinical Quality Schedule for Diagnostic Tests

1. Management of Care

This Schedule is designed to ensure that our Members' interests remain at the heart of our relationship of with Bupa Partners. The aim of this Schedule is to ensure that Diagnostic Tests are performed in a safe and appropriate clinical setting that reflects the standards that Bupa would expect of all of its providers.

You agree to:

- (a) provide to Members only those Diagnostic Tests you have 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 Fundamental 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) cease performing Diagnostic Tests where they cannot be provided safely in which case you shall inform us in writing before cessation of performance of such tests or as soon as reasonably possible thereafter;
- (e) have an infection control policy and procedure, including training of staff in the measures required to prevent cross-infection;
- (f) have a 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 us;
- (g) ensure that each health care professional employed or engaged by you to perform the Diagnostic Tests for a Member has the qualifications, skills and expertise necessary for the work to be performed and is registered with the relevant professional body;
- (h) ensure all staff employed or engaged by you undertake relevant learning and development in order to meet mandatory and professional development requirements for their designated roles and professional registration; and
- (i) work in collaboration with us to encourage the optimum level of service to Members.

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2. Quality Assessment

You agree to ensure that any equipment used to perform the Diagnostic Tests is maintained, serviced and calibrated in accordance with manufacturers' guidelines for the duration of this agreement.

3. Notifications

You agree to:

- (a) notify Bupa within 1 business day of you recognising a "serious" incident (as defined by the Care Quality Commission and the National Patient Safety Agency) affecting a Member and also any event which may have the potential to damage Bupa's commercial reputation by association including any serious breach of data security relating to Member records;
- (b) notify us 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 us within 5 business days in the event that your practising privileges have been removed or suspended and/or removed from the GMC register; and
- (e) notify us within 2 business days of the occurrence of anything reasonably considered to be a "Never Event" (as defined by the Department of Health) relating to a Member.