



Terms for Bupa Recognised Specialist Nurses and MLD Therapists

This document, together with the other documents referred to in it, contain the terms of your agreement with Bupa. The agreement is between you, the person named in your Application Form, and Bupa Insurance Services Limited (“we”, “our” and “us”). Please excuse the formality of some of the language, which 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 meaning given in the ‘Defined Terms’ section below.

1. Basis of Recognition as a Bupa Recognised Specialist Nurse or MLD Therapist

Your relationship with Bupa is important to us and we agree to recognise you as a Bupa Recognised Specialist Nurse or MLD Therapist, on the basis of and to the extent set out in your Application Form and these terms. In return, you agree that any agreements you may have with a Member are subject to these terms.

You also agree to notify us immediately of: any change to the information you have provided or confirmed in your Application Form; any legal or threatened disciplinary action against you in connection with your profession; any criminal convictions; or any dismissal from any employment or voluntary work. Thank you for your understanding on these points which are designed to ensure that we have our Members’ interests at the heart of our provider recognition.

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 deliver all Services in accordance with the Clinical Standards for Nurses or Therapists. These standards simply reflect existing standards set by applicable regulatory and professional bodies. You may obtain a copy of these standards by emailing us at: ProvMgtConsultants@bupa.com or by calling our Clinician Contracting Team on: 0345 600 5961. A copy of the current standards is provided in Schedule 1 for your information only.

3. Services

This section relates to the expectations of our Members in relation to the service 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.

You agree 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

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leaving a message on this service will receive a call back within 24 hours Monday to Friday. If a message is left after close of business on Friday we would expect the Member to receive a call back by lunch time on the following Monday.

You agree that all Services will be delivered to Members in person. The delegation of any Services under these terms is not permitted unless you have first gained our written consent to do so, and is also subject to you at all times taking full responsibility and accountability for any delegated treatment delivered.

You agree to deliver the Services in Sessions. A 'Session' shall also include any assessment required, and the provision of any information to us, including medical reports that we may reasonably request in order to take a decision on the Member's future eligibility (the type of information will be discussed with you at the time). The length of a Session will be at the discretion of the clinician, and longer Sessions will not incur any additional costs above those included in your agreement

Bupa may in the future introduce new networks to support Bupa products and services. The terms for recognition within these networks will be governed by the network criteria at the time. This agreement does not guarantee recognition within any such networks.

4. Referrals

You agree to deliver the Services to Members in a Suitable Setting and to ensure that any referrals or recommendations to other service providers, which must be made in agreement with the Member's Consultant, are made to Bupa recognised providers and facilities covered by the Member's policy. Exception to this will need to be agreed with Bupa in advance. If in your judgment no appropriate Bupa Recognised provider is available, please contact the Provider Service Centre on 03457 55 33 33 for advice on alternatives.

Where a provider who is not part of Bupa's recognised networks is recommended to a Member (or a Member is referred to such provider via their GP/Consultant), you agree to ensure that the Member is aware that the cost of the services may not be covered by Bupa. Please note that where non-recognised providers are frequently recommended by you to Members (or Members are frequently referred to such providers via their GPs), we will review this with you in order to understand the reason(s) and to take any appropriate action.

Where, in your judgement, out-patient care will not be effective in treating the Member's symptoms, and you believe that surgery may be required, then Members shall be referred back to their Consultant for an open referral and onward referral to a Bupa Recognised consultants (where clinically appropriate).

5. Charging Members Personally

Unexpected bills are a major cause of complaints from Members so we have set out below how charging needs to operate.

It is a condition of your Bupa recognition and this agreement that you will not invoice or bill Members personally for any Services covered by their policies except for the Member's excess on their policy with us, and/or services which are not covered by the Member's policy. You agree to charge Members in accordance with the fees 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 you receive when we make a payment to you.

Where the Member is to be charged personally 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.

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6. Fees

We will only pay fees for Eligible Treatment. Fees shall be as set out in your Application Form or as otherwise agreed with us. You must always use the following codes when invoicing us:

Procedure – Specialist Nurse Therapy	Code
Nurse Therapy Treatment Session	AA162
MLD Therapy Session	AA671

You should note that, as referred to above, we will only pay fees for Eligible Treatment. We would therefore strongly recommend that you request any Member to obtain a Pre-Authorisation from Bupa, and ask them for their Bupa preauthorisation number, prior to providing treatment.

Any increases in fees will be notified to you. This may follow a market review by us. The factors that will be considered when undertaking a market review will include changes in treatment practice, customer feedback and changes in the economic environment.

Fees are all inclusive (including VAT) and represent full payment from us to you.

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. There are several systems and services available to use. Further information about these may be found at www.bupa.co.uk/practice-management-discounts† or contact the Provider Clinician Contracting Team on 0345 600 5422*. Invoices submitted by any other means may be subject to an administration fee. It is important that you submit invoices promptly as invoices submitted after a period of 3 (three) months from the date of treatment may be rejected. If this happens, you agree not to contact the Member for payment. Invoices must follow “Bupa’s guide to billing” found on <http://www.bupa.co.uk/healthcare-professionals/private-practice/billing-explained>†.

You agree to invoice us only for Eligible Treatment, carried out by you. Invoices for treatment of Members belonging to Bupa schemes outside of the United Kingdom should be submitted directly to the relevant non-UK Bupa scheme operator.

Please note that on occasion Bupa agrees fees with recognised facilities (whether hospitals, clinics or laboratories) that include fees for diagnostic tests, pathology, radiology and histopathology services. Where such arrangements are in place, Bupa (or the relevant Member) is not liable to reimburse you for these services as they are provided and paid for under that contract with the recognised facility. You must contact the facility directly for reimbursement of your fees for these services. If you are in any doubt whether such arrangements are in place, please contact us and we will advise you if this is the case.

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 in your Application Form for that purpose no later than 7 days following the invoice being cleared by us for payment. We may occasionally and in exceptional circumstances agree to pay you by cheque.

In exceptional circumstances you may need to contact us in relation to unpaid invoiced payments. We ask that you do not follow up invoices until 45 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.

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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. You may obtain a copy of this document by emailing us at: ProvMgtConsultants@bupa.com or by calling our Clinician Contracting Team on: 0345 600 5961 (or such other email or phone number as may be notified to you from time to time). A copy of the current standards is provided in Schedule 2 for your information only. Please note failure to follow these 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

We would like to promote your practice on our websites. You therefore agree that the following information can be listed on our websites: your name and qualifications; the type of treatment you deliver; the facilities where you practice (private and NHS); and your professional contact details, such as practice address, professional telephone number, professional email address and/or website.

You agree that you will on request by us (not more than twice a year) provide us with the following data. This will be submitted to us using an online format to be notified to you and shall include the following information:

- the average wait time between referral and appointment for Members for the last 6 months;
- details of actions taken in response to patient feedback which you receive directly and from us;
- the average number of sessions required to complete a single course of treatment for any one member
- the % of Members referred back to a consultant for onward referral to another clinical specialist over the past 6 months; and
- the number of total patient complaints in the last 6 months (total patient complaints not just Member complaints).

11. Ending Your Recognition

This section of the document addresses scenarios which are infrequent and which we hope will not be applicable to our relationship with you.

You may end your Bupa recognition at any time by notifying us in writing on 30 days' notice that you no longer wish to be recognised by Bupa. Where we feel that there are issues of safety regarding the treatment of Members, indications of fraud, or failure to adhere to any contract terms, we may end your Bupa recognition immediately on the provision of notice, or suspend it, or apply additional conditions if we feel appropriate. In any other case we shall provide 30 days' notice of any change to, or the end of, recognition (which may be given at our discretion). Please note that when your status as a Bupa Recognised Specialist Nurse or MLD Therapist ends, or is suspended, you will cease to be eligible for funding from us for any treatment of Members. From the date that your Bupa recognition ends, this agreement will also terminate.

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If a Member is receiving treatment on the date this agreement 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 (which shall be up to 3 months of treatment or longer if required by the Member) or the Member's safe transfer to another Bupa recognised provider 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 provider of their choice. If the former, you shall be entitled to invoice us for that treatment on the basis of these terms.

12. Insurance

You agree to hold professional indemnity insurance from an established organisation for an amount as required by Bupa from time to time. As at May 2012 it is a minimum of £5,000,000 per annum for nurses and therapists. We will notify you if this changes.

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 to us 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.

14. 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 Clinician Contracting Team on 0345 600 5961 or to raise your concerns by sending an email to ProvMgtConsultants@bupa.com.

If you are unable to resolve your dispute within 10 business days of it being referred to the Bupa Clinician Contracting Team, you may refer it to the Head of Healthcare Partnerships so that (s)he may address the dispute directly or through another authorised Bupa colleague.

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14. General

The provisions of Clause 2 (Clinical Standards for Therapists), Clause 3 (Services), Clause 9 (Financial Standards) 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).

*Lines are open Monday to Friday 8 am to 6 pm Calls may be monitored and recorded. The phone numbers provided are subject to change upon notification to you by Bupa.

† Or such other address as may be notified to you from time to time.

Defined Terms

“Application Form” means the document attached to these terms containing your personal details and your application for Bupa recognition, including any addendum.

“Best 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 services provider providing clinical services the same or similar to those provided to Members.

In support of this, where available you agree to provide all treatment in accordance with the evidence based Bupa published care pathways provided to you at the time of treatment.

“Bupa Recognised Specialist Nurse Therapist or MLD Therapist” means a clinician recognised by Bupa to deliver services to Members on the terms of this agreement and “Bupa recognition” shall be construed accordingly.

“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.

“Clinical Standards” mean the clinical standards for nurses and therapists 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 Form. The changes will take effect 30 days after the date on which we send the details of the changes to you.

“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.

“Eligible Treatment” means treatment delivered to Members that is: (1) covered by the Member's policy; (2) delivered by a provider recognised by us for that treatment; and (3) delivered at a facility recognised by us for that treatment.

“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 Form. The changes will take effect 30 days after the date on which we send the details of the changes to you.

“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

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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.

"Specialist Nurse Therapy or MLD therapy" means the services for which we have agreed to recognise you as set out in your Application Form.

"Relevant Regulatory or Representative Body" means the appropriate regulatory body or representative body with responsibility for Nurses and therapists (currently The Health Care Professional Council HCPC or The Nursing and Midwifery Council(NMC))

"Services" means the Nurse Therapy or MLD Therapy listed in this Agreement and/or your Application Form.

"Session" means a period of continuous treatment. The length of a Session will be at the discretion of the clinician and funding will not exceed the rate agreed in your contract). A 'Session' shall include any assessment required, and if requested the provision of information to us in order to take a decision on the Member's future eligibility (the type of information will be discussed with you at the time).

"Suitable Setting" means a professional and appropriate clinical setting and location. The setting must be appropriate to any special needs of the Member. Toilet facilities should also be available to Members. Routine risk assessments should be carried out to ensure that Members are not exposed to any risk to their health and safety whilst having treatment.

"we", "our", or "us" mean Bupa Insurance Services Limited.

"you" or "your" mean the person named in the Application Form above.

Schedule 1

Clinical Standards for Nurses and Therapists

A. General Standards

In this section we set out a number of requirements which reflect customer expectations i.e. the quality of care you might expect as a customer of Bupa.

You agree that you will only treat Members for services and treatments for which: (1) you are registered with your Relevant Regulatory or Representative Body; (2) we have agreed to recognise you in your Application Form; and (3) you can provide, if requested, evidence of adequate training and ongoing practice and experience. If you wish to extend your recognition to include a procedure not listed in your Application Form, please contact the Bupa Clinician Contracting Team on 03456 00 54 22 to discuss this request.

You agree to ensure that all treatment of Members is in accordance with Best Practice in the UK and will In support of this, where available, provide all treatment in accordance with the evidence based Bupa published care pathways provided to you at the time of treatment. You agree to practice in line with all applicable standards as set out by your Relevant Regulatory or Representative Body.

You further agree to follow any clinical guidelines developed for the procedures you perform or the services that you provide at the hospitals or clinic facilities where you treat Members. If treatment is performed away from a hospital environment, you agree to apply appropriate clinical guidelines, based on Best Practice principles and quality standards as defined by the appropriate Regulatory Body or Professional Association to deliver treatment on a consistent basis.

You agree to provide to us full details of the guidelines you follow on our reasonable request.

You agree to ensure that where you are to provide treatment to a Member involving new or emerging techniques, or where you are to supervise the administration of any new therapies, that before doing so you have undertaken all the training necessary to perform such treatment in accordance with any

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requirements of your professional body. Where these techniques do not have an existing code set out in your agreement with us, you agree to contact the Bupa Clinician Contracting Team on 03456 00 54 22 for authorisation before this treatment commences.

B. Specific Standards

You agree to ensure that you undertake supervision in line with the applicable requirement by the Relevant Regulatory or Representative Body, such supervision to be provided by an experienced supervisor.

You agree to be a member of a Relevant Regulatory or Representative Body and to abide by their code of ethics and practice.

You agree to follow Bupa medical review processes to assess eligibility of procedures.

You further agree to demonstrate to us (providing evidence where appropriate), on reasonable request from time to time, the following:

- the average duration of your Sessions;
- that you are in compliance with any governance requirements in place at the setting where the treatment is delivered (if applicable);
- that you participate in the required number of activities to satisfy any relevant formal continuous professional development requirements as indicated by your Relevant Regulatory or Representative Body;
- your compliance against any care pathways, KPIs or quality standards which Bupa may notify you of time to time.

This may involve providing clinical outcome data or patient records (where permitted).

- that you ensure that any place where treatment is delivered to Members has robust incident reporting and management systems, which are regularly reviewed to ensure optimal patient safety; and
- that you have facilities to store client records in a safe and secure environment for a minimum of eight years.

Schedule 2

Financial Standards

A. General Standards

The relationship between Bupa and service providers that deliver services to its Members is based upon trust and the words in this section are set out to underpin this. Some of the scenarios envisaged are rare and we hope will not be applicable to our relationship with you.

You agree to act with the highest standards of financial probity from you in your dealings with Bupa and with our Members. Any instances where it appears that you are engaging in fraudulent or misleading behaviour, whether this behaviour affects Bupa directly or not, may be investigated and may in our absolute discretion result in the removal of your Bupa recognition. By way of illustration, and without limitation, we would find the following practices unacceptable:

- invoicing for procedures that you have not performed;
- using separate codes for a single procedure (double charging);

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- invoicing multiple codes where one of those codes includes the other (unbundling – please see further guidance below);
- using codes that do not represent the procedure performed;
- exaggerating the complexity of procedures performed;
- misrepresenting the medical history of a patient;
- misappropriating funds;
- referring patients as a matter of policy to a facility in which you have an interest, where this may not be in the best interests of the Member; or
- omitting material facts or deliberately misleading us.

B. Guidance on Unbundling

Some procedures in the Bupa Schedule of Procedures embrace other procedures. Where a procedure is performed that includes other procedures as an integral part of it, we do not expect to be invoiced for all the elements of that procedure, only the main code. We will not therefore pay additional benefits if a procedure is unbundled i.e. a coded procedure is broken down into separate codes and then charged on an itemised basis, if this results in a higher overall charge.

C. Referrals to Connected Facilities

You agree that you shall not refer Members to any facility or treatment provider in which you have an interest, or would obtain a benefit from, unless you can demonstrate that this provides more appropriate clinical benefits than any other facility or treatment provider.

You agree to disclose to us each interest you have in a facility or treatment provider to which you refer Members, and each benefit that you may receive from a facility or treatment provider in return for referring Members, as and when that interest or benefit arises, including (but not limited to) where:

- you are to receive a share of profit or revenue from a facility or treatment provider;
- you own or control a financial interest in the facility or treatment provider to which the referral is made;
- an element of treatment is to be provided free of charge or at subsidised rates by the facility or treatment provider, in exchange for a referral by you;
- the facility or treatment provider provides you with any other financial incentive, for example a contribution towards your marketing costs or a research grant; and/or
- you receive any benefits in kind, e.g. secretarial support or consultation rooms.