



# TERMS OF RECOGNITION AS A RECOGNISED PROVIDER WITH VITALITYHEALTH

WITH EFFECT FROM 1 APRIL 2018

## DEFINITIONS

In these Terms of Recognition, unless the context otherwise requires, the following words and expressions shall have the following meanings:

### Member

Means the person that you provide healthcare services to.

### Us/Our/We

Means Vitality Corporate Services Limited, trading as VitalityHealth.

### You/Your

Means the provider who provides healthcare services to members.

### Recognised provider

Means healthcare professional recognised by VitalityHealth.

## SUMMARY OF OUR TERMS OF RECOGNITION

This document outlines our terms of recognition for therapists recognised by VitalityHealth (recognised provider), which we have developed in the interests of assuring quality and value for our members. These terms have been set out in the spirit of agreeing a reasonable set of guidelines as the foundation of how we work together.

**By applying to become, and to continue working as, a recognised provider, you accept the terms contained in this document.**

THE TERMS OF RECOGNITION ADDRESS THE FOLLOWING AREAS:

- 1. Who will be considered for recognition by VitalityHealth:** we are pleased to consider recognition of approved types of therapists whose name appears on any register where it is legally or reasonably required to do so, such as the HCPC register, and other bodies as listed later on in this document.
- 2. Our commitment to you as a recognised provider:** we commit to working together to ensure that members receive high quality clinical care with a positive service experience, and we endeavour to provide a high quality of service to you in administering your claims and supporting your practice.
- 3. Our expectations on how you work with us:**
  - a) What private medical insurance covers:** we expect recognised providers to have a reasonable understanding of the key features of private medical insurance, what this covers, and options which patients have if treatment is not covered under their private medical insurance.
  - b) How we set our fees:** we set fees which we believe are both reasonable and customary, offering our members value for money. Our reasonable and customary rates are available by emailing [cons\\_helpline@vitality.co.uk](mailto:cons_helpline@vitality.co.uk). As we provide full refund plans, recognition will not be progressed if fees requested by providers are considered to be higher than our limits for applications for recognition.
  - c) We expect providers to be aware of claims, billing, and invoicing rules which we apply and are set out in this document.** These include guidelines for billing for combinations of sessions on the same day. We expect providers to behave reasonably and fairly when charging us.

**d) How you claim:** we expect all providers to submit invoices which meet our invoicing standards set out on pages 5 and 6, and provide sufficient information for us to understand the care that has been provided. We expect all providers to undertake electronic billing using the Healthcode service, or via any other mode of electronic invoice submission that VitalityHealth may agree in the future. We will not process invoices submitted in any other form. We expect you to adhere to good financial practice guidelines and to be honest, direct and candid in explaining what treatment has been provided, and how.

**e) When you wish to stop private practice:** we provide advice on how to contact us if you wish to end your relationship with VitalityHealth as a recognised provider. We expect consideration to be given to any VitalityHealth members you are treating and for adequate plans to be put in place for the transition of their care to another recognised provider.

**f) If you are not an active provider with us:** by active we mean we receive treatment requests or invoices from you at least once every 18 months. If this doesn't happen your recognition status will lapse and you will need to reapply if you still wish to be recognised. This ensures that our database remains relevant and up to date.

**4. How we manage disputes:** we are pleased to enter into positive, productive relationships with the majority of our providers who we work with. Where there are disputes, we will work to help both sides understand each other. Recognition with us is a discretionary agreement, and therefore we reserve the right to conclude the recognition of a provider where approaches to resolve our differences have failed, including but not limited to where there is (i) a detrimental financial, or service impact for our members or staff by continuing to recognise you, (ii) where you charge fees that are above our reasonable and customary rates or (iii) where you no longer wish to agree to our terms. For the circumstances described in (ii) and (iii) 30 days written notice of termination will be required. Where there is a material and negative clinical impact we reserve the right to conclude the recognition immediately.

## MEMBER PLANS

If you wish to be paid by VitalityHealth for services provided as a healthcare professional, you must be recognised by us. The terms and conditions of member plans stipulate that treatment must be undertaken by providers who are recognised by VitalityHealth for benefit purposes, otherwise any claim (and the associated costs) made by the member will be ineligible for payment under the terms of their plan.

## WHO WILL BE CONSIDERED FOR RECOGNITION BY VITALITYHEALTH

To be considered for recognition you must meet the following criteria and accept our declaration, which you will be deemed to have accepted on the provision of services to our members.

## CRITERIA TO BECOME A VITALITYHEALTH RECOGNISED PROVIDER

### PHYSIOTHERAPIST

- a) Holding unblemished registration with the Health Care Professions Council (HCPC) and who meets their training, professional skills, behaviour and health standards.
- b) Who has had a minimum of one year full time equivalent post-qualification in independent practice.
- c) Who does not hold any current or recent professional body admonishments or cautions, has no history of any impairment of fitness to practice, and has neither been suspended nor had their registration removed from any professional body.
- d) Has current indemnity insurance up to the amount advised by your professional or regulatory body.
- e) Has no major concerns raised about their practice which may cause concern to VitalityHealth or VitalityHealth members.

### DIETICIAN/CLINICAL SCIENTIST/ORTHOPTIST/ PODIATRIST/ OCCUPATIONAL THERAPIST

- a) Holding unblemished registration with the HCPC and who meets their training, professional skills, behaviour and health standards.
  - b) Has had a minimum of one year full time equivalent post-qualification in independent practice.
  - c) Does not hold any current or recent professional body admonishments or cautions, has no history of any impairment of fitness to practice, and has neither been suspended nor had their registration removed from any professional body.
  - d) Has current indemnity insurance up to the amount advised by your professional or regulatory body.
  - e) Has no major concerns raised about their practice which may cause concern to VitalityHealth or VitalityHealth members.
- f) Agrees to only charge Vitality where a recognised specialist has referred members to you for eligible treatment, and where pre-authorisation has been obtained, and, where this is not in place, provides members with written fees advice in advance and obtains written consent for members to pay these fees.

## OSTEOPATH/CHIROPRACTOR

- a) Holding unblemished registration with the General Osteopathic Council or General Chiropractic Council, and who meets their training, professional skills, behaviour and health standards.
- b) Who has had a minimum of one year full time equivalent post-qualification in independent practice.
- c) Does not hold any current or recent professional body admonishments or cautions, has no history of any impairment of fitness to practice, and has neither been suspended nor had their registration removed from any professional body.
- d) Has current indemnity insurance up to the amount advised by your professional or regulatory body.
- e) Has no major concerns raised about their practice which may cause concern to VitalityHealth or VitalityHealth members.
- f) Agrees to only charge Vitality where pre- authorisation has been obtained.

## ACUPUNCTURIST/HOMEOPATH

- a) Holding unblemished registration with the British Acupuncture Council or Alliance of registered Homeopaths or Faculty of Homeopaths or Society of Homeopaths register, and who meets their training, professional skills, behaviour and health standards.
- b) Has a minimum of one year full time equivalent post-qualification in independent practice.
- c) Does not hold any current or recent professional body admonishments or cautions, has no history of any impairment of fitness to practice, and has neither been suspended nor had their registration removed from any professional body.
- d) Has current indemnity insurance up to the amount advised by your professional or regulatory body.
- e) Has no major concerns raised about their practice which may cause concern to VitalityHealth or VitalityHealth members.

## PSYCHOTHERAPIST/COUNSELLOR/COGNITIVE BEHAVIOUR THERAPIST

- a) Holding unblemished registration with the British Association for Counselling and Psychology (BACP), or UK Council for Psychotherapy (UKCP) or British Psychoanalytic Council (BPC) or British Association for Behavioural and Cognitive Psychotherapies (BABCP) and who meets their training, professional skills, behaviour and health standards who holds an enhanced Disclosure and Barring Service (DBS) certificate (UK, Wales and Channel Islands), an AccessNI enhanced certificate (Northern Ireland), or a Disclosure Scotland enhanced disclosure that was completed within three years.
- b) Has a minimum of one year full time equivalent post-qualification in independent practice.

- c) Does not hold any current or recent professional body admonishments or cautions, has no history of any impairment of fitness to practice, and has neither been suspended nor had their registration removed from any professional body.
- d) Who has no major concerns raised about their practice which may cause concern to VitalityHealth or VitalityHealth members.
- e) Whose treatment of VitalityHealth members is on the referral of a Consultant Psychiatrist.

## THE RECOGNITION DECLARATION

1. I have read and accept the full Terms of Recognition, and consider that they are reasonable, and confirm that I meet the criteria to become a recognised provider with VitalityHealth outlined above.
2. The information I have provided to VitalityHealth is correct to the best of my knowledge. I confirm that it is my responsibility to ensure that my clinical and business details are kept up to date. I will inform VitalityHealth and any VitalityHealth members under my care promptly if I no longer meet the criteria to be a recognised provider.
3. I will inform VitalityHealth if a serious clinical incident or unexpected complication occurs with a VitalityHealth member under my care, and if claiming for treatment due to a clinical incident. In such cases I will send full details to [cons\\_helpline@vitality.co.uk](mailto:cons_helpline@vitality.co.uk) for the attention of the Medical Director.
4. I agree to submit invoices to VitalityHealth electronically using the Healthcode service, or via any other mode of electronic invoice submission that VitalityHealth may agree in the future. I understand that if I submit any paper invoices, VitalityHealth may not process them.
5. I have provided my bank details to enable VitalityHealth to settle my invoices via BACS.
6. I agree to bill at all times in accordance with VitalityHealth's reasonable and customary rates and billing guidelines, as agreed as part of this application. I agree that VitalityHealth may adjust my invoices to adhere to this agreement and that if this is done I will not shortfall or directly pursue the member for any balance.
7. I will reasonably acquaint myself with a general overview of what treatment is eligible under the terms of a VitalityHealth plan. I agree to provide up to date information requested by VitalityHealth for the purposes of assessing the eligibility of any claim, invoice or treatment. Any such information should be sent to [cons\\_helpline@vitality.co.uk](mailto:cons_helpline@vitality.co.uk) within forty-eight (48) hours of the request from VitalityHealth and is not a chargeable service.
8. I will not charge a member directly for any services, apart from shortfalls or treatment which is ineligible under the terms of that member's plan (where the treatment has clearly been explained to be ineligible to the member prior to delivering this treatment). If I invoice a member for shortfalls or ineligible

treatment I will clearly explain to them the reason that they are being invoiced directly.

9. VitalityHealth may amend the declaration and the Terms of Recognition at any time and any updates will be highlighted online. You are expected to keep abreast of any changes by visiting the healthcare provider part of our website on a regular basis. We will endeavour to ensure that any material changes will be notified to you via the email address you have provided us with. If you are in breach of any of these terms and conditions, you agree to indemnify us in respect of any costs, expenses, claims, proceedings, actions, losses, damages or liabilities incurred by us in relation to or arising from such a breach.
10. VitalityHealth will maintain you as a registered provider for a period of 18 months. If there is no activity in this time, e.g. you haven't submitted a bill to ourselves, your recognition will lapse and you will need to reapply if you wish to treat a member under their plan.

### OUR COMMITMENT TO YOU AS A RECOGNISED PROVIDER

We are committed to working in partnership with you to deliver exceptional service and access to high quality healthcare to our members. We believe this is an essential part of building successful and effective relationships with all our recognised providers. We understand that to do this, VitalityHealth must set expectations with respect to services and billing that we both agree are clear, fair and reasonable.

Subject to you meeting the above criteria, our commitment to you is to promptly register you as a recognised provider with VitalityHealth and register you for our e-billing facility, which will provide a quicker and more efficient payment process. We will respond to your queries in a timely fashion.

### OUR EXPECTATIONS ON HOW YOU WORK WITH US

Providing effective and appropriate medical treatment which is eligible for funding.

We expect all recognised providers to follow requirements and guidelines relevant to your practice when providing treatment to VitalityHealth members, including but not limited to:

- a) practice guidelines of relevant organisations, including regulatory or professional bodies that you are accredited with;
- b) practice and ethical guidelines of your professional or regulatory body, e.g. HCPC;
- c) the National Minimum Standards for Private and Voluntary Healthcare;
- d) clinical protocols and guidelines from specialist organisations; and
- e) reasonable standards of whole-practice audit.

We expect you to reasonably acquaint yourself with a general overview of what treatment is eligible under the terms of a private medical insurance plan. We expect you to be aware of the major categories of ineligible treatment

within such plans, which include ongoing management of chronic diseases, and treatment for developmental conditions. You agree to not invoice us for these and to make our members aware that these are not eligible for funding under their VitalityHealth plan. We agree to make ourselves available to you to answer any specific queries you have on eligibility.

We expect you to bill no more than one session per member per day, and three sessions per week, except where written authorisation has been provided in advance.

We do not provide benefit for any treatment, including any drug therapy, which you may provide or prescribe which, based on established medical practice in the UK, is considered to be experimental or unproven, or for which there is insufficient evidence of safety or effectiveness. We also do not provide benefit for treatment using unlicensed drugs or use of drugs outside the terms of their licence in the UK, except in exceptional circumstances.

If you are proposing treatment that may fall into the above categories or that is not undertaken with routine practice, you must send full details to us by emailing [consultantfees@vitality.co.uk](mailto:consultantfees@vitality.co.uk) so that we can assess eligibility. By agreeing to these Terms of Recognition you agree to share adequate and accurate information requested for the purposes of assessing the eligibility of a member's claim and not to omit materially relevant information when doing so.

We expect you to inform VitalityHealth if a serious clinical incident occurs with a VitalityHealth member under your care, and if claiming for treatment due to a clinical incident. Details should be sent for the attention of our Medical Director to [cons\\_helpline@vitality.co.uk](mailto:cons_helpline@vitality.co.uk).

We expect you to contact us if you have your practicing privileges terminated or withdrawn from any facility involuntarily or following any investigation of any type, or if they have any open investigation or sanctions or other comments on their registration - even admonishments - from their professional body. If providers do not do this, Vitality may permanently withdraw from any commercial relationship without notice.

We expect you to hold a similar scope of practice in the private sector to the work you may also undertake in the public sector and to have adequate training and experience to deliver care independently.

Where there is a material or potential perceived conflict of interest in providing clinical treatment, we expect you to notify us on 0800 092 9400 or by emailing the details to [cons\\_helpline@vitality.co.uk](mailto:cons_helpline@vitality.co.uk) for the attention of the Medical Director.

We expect you to contact VitalityHealth if you are made aware, or reasonably suspect, that the hospital at which you are proposing to treat a VitalityHealth member is not a hospital eligible under their plan. VitalityHealth members are liable for 40% of the costs of treatment that takes place in an off-list hospital. [Details of hospital lists are available here](#) and we draw particular attention to limited access for members on certain plans, at the time of this agreement, to HCA facilities, The Cromwell Hospital, facilities of The Royal Marsden NHS Trust, and facilities of the Royal Brompton and Harefield NHS Trust.

## HANDLING COMPLAINTS FROM OUR MEMBERS

If one of our members makes a complaint to you about the service we provide, we need to know and ask that you direct the member to contact us on 0800 092 9400 to discuss their concerns as soon as is convenient to them.

If one of our members makes a complaint about the care you provide to them directly which pertains to a minor issue - that is, one which does not have any clinical impact, does not result in the breakdown of the healthcare professional-patient relationship, and that you are able to resolve - we do not need to be informed of this, unless you receive more than four complaints in any one year, in which case we expect you to contact us to let us know by calling 0800 092 9400.

If there is a serious incident, including any complication requiring hospitalisation or extended length of stay, serious treatment reaction, any complaint which leads to an admission of liability or offer of compensation, or "never event", affecting one of our members who is under your care, we expect you to let us know within 24 hours. We are likely to investigate such complaints with the aspiration of reviewing them and closing them rapidly after obtaining evidence which provides assurance from the involved parties.

If one of our members makes any other complaint about the care you provide, we expect you to let us know about this within 7 days. You can do so by calling us on 0800 092 9400. In most cases we expect to register the complaint and take no further action.

If one of our members complains directly to us about a minor issue with the care you have provided, we will generally log this and take no further action. If one of our members complains directly to us about any other issue with your care, we will review the details of the complaint and may investigate the complaint further, subject to the member consenting for us to do so.

In all cases, where required and where we have obtained the patient's consent to do so, we expect you to work with us to understand complaints, including sharing of unrestricted details of complaints, internal investigations, root cause analyses, relevant documentation, and other relevant details on request with VitalityHealth. Where a serious event has happened, we will use best endeavours to obtain consent from a member to investigate, but this may not always be possible prior to us requesting information required for the purposes of processing a claim. We may share or review details of complaints with hospitals or statutory and professional bodies where reasonably required.

## HOW WE SET OUR FEES FOR RECOGNISED PROVIDERS

We set reasonable and customary rates for all therapies that are eligible for funding. Our reasonable and customary rates are available below and we update these on a regular basis.

Your fees for eligible treatment must be within with our reasonable and customary rates unless in very rare cases VitalityHealth agree otherwise, and confirm this in writing at least 72 hours in advance.

We do not expect providers to routinely adjust the fees

they charge us to the lowest fees which they charge any insurer, but we do expect providers to charge us reasonably and fairly and to take into consideration what they charge other insurers and self-pay members, as well as their colleagues in the same field and geographical area when they charge us.

THERAPY	RATE
Osteopathy	£42
Acupuncture	£35
Chiropractic	£42
Homeopathy	£25
Psychotherapy	£45
Psychology	£80
Physiotherapy	£35
Dietitian	£45
Podiatry	£55
Audiology	£70

## FEE ELIGIBILITY

Fees for therapists are calculated to remunerate on a sessional basis and we do not set expected session lengths; however, whatever length you set must be appropriate for the presenting condition, in line with your professional obligations. Please note that fees, including fees for different types of sessions, can only be billed once per day and that charges are monitored for reasonableness and fraud. VitalityHealth are entitled to recoup charges where we have been billed for more than one session per day.

### What our session fees include:

- Assessment and/or treatment
- Advice
- Take home documentation such as at home treatment plans
- Any medications/remedies provided
- Out of session correspondence or communication in relation to the session e.g GP letters, multi-disciplinary meetings and responding to patient questions
- Management of any onward referrals
- Application of splints, devices or dressings
- Scans/x-rays/ultrasound performed as part of the treatment plan unless previously agreed in writing by VitalityHealth
- Location based uplifts, e.g. London based or home visits

### All fees - VitalityHealth will not pay:

Any fees not listed in "what our session fees include", including:

- More than one session per day
- Recognised providers fees for multiple therapy treatment plans that is performed for the same presenting condition e.g. billing for osteopathy when

the member is also having physiotherapy

- Take home medication/remedies
- Appliances such as crutches
- Missed appointment charges
- Reports requested by VitalityHealth or their designated partner appointed to manage a claim
- Orthotics
- Consumables e.g. dressings
- Herbal remedies
- Travel expenses
- Any therapy or treatment provided which does not fall under the terms of your recognition and/ or recognised specialty

### BEST PRACTICE BILLING GUIDELINES

#### What to include in your invoice:

All invoices should be submitted via our e-billing facility or Healthcode. Mandatory information required for invoices is as follows:

1. Invoice date.
2. Details of who has been involved in providing treatment, including:
  - the name of the referring doctor and, where possible, the date of referral;
  - full details of invoicing and treating provider, including name, address, specialty and professional registration number.
3. Full details to enable us to locate our member, including:
  - full name;
  - date of birth;
  - plan or authorisation number; and
  - address and postcode.
4. Full description of condition, including diagnosis and accurate identification or anatomical area being treated, date of invoice.
5. Full description of treatment including therapy type and setting (e.g in-patient, out-patient, at home, telephone etc).
6. Dates of service, clearly linked to individual billed sessions.
7. Invoice charge per treatment line.
8. Invoice total charge.
9. Any other information that you reasonably believe VitalityHealth would expect to be informed about relating to the invoice (e.g., treatment is likely to be ineligible, has not been pre-authorised, or is for ongoing management of a chronic disease).

#### By submitting your invoice to VitalityHealth, you also confirm that:

- You reasonably believe that the treatment has been pre-authorised;
- You will collaborate with VitalityHealth to provide more information if required to assess your invoice;
- the charges billed are within all applicable billing rules set out in these Terms of Recognition;
- You have not and you will not invoice members directly for any eligible treatment;
- Treatment billed has been provided by you;
- Where you are providing treatment which you are aware or would reasonably be expected to be aware is not eligible under the terms of the member's VitalityHealth plan, you agree to send us a copy of the invoice marked clearly in at least 42 point text "Not eligible for funding".

You acknowledge and agree that failure to follow the above guidance may result in your invoice being returned unpaid.

### BILLING AND PAYMENT

All invoices must be submitted to us electronically within three months of the first date of care provided on the invoice. Details of how to register for electronic billing can be found at [www.healthcode.co.uk/vitality](http://www.healthcode.co.uk/vitality).

Payments are made by BACS and will be made fortnightly or monthly. It is a mandatory part of recognition with us that you provide us with bank details as part of your application. Payments are accompanied by a remittance advice which provides a breakdown of the total amount paid, the member it relates to and any shortfalls in payment made e.g. due to an excess on the member's plan.

A corresponding benefit statement is also sent to the member advising them of any liability, exceptionally including an invoice to show the amount of any shortfall and to whom this should be paid. To support this payment, the member will also be provided with the details of your invoice address that was either submitted on your application form or more recently on a change of address form. You are advised to consider this if you have provided a home rather than a business address for this purpose.

### DATA PROTECTION

We expect all of our Recognised Therapists to take Data Protection as seriously as we do. As a Data Controller we expect you to comply with all appropriate Data Protection laws and to have in place reasonable measures to protect any information shared with you by our Members. We may suspend and withdraw your recognition status at any time if we feel that you are not meeting these expectations. If you have any queries regarding our Data Protection expectations then please contact [cons\\_helpline@vitality.co.uk](mailto:cons_helpline@vitality.co.uk).

## FRAUD AND MISREPRESENTATION

You consent to VitalityHealth performing due diligence checks to confirm that the information that you submit is accurate and that there is no statutory or regulatory reason preventing your ongoing recognition.

These checks will include but not be limited to all steps VitalityHealth are required to complete in order to comply with their responsibilities under the UK sanctions, terrorist financing and money laundering regulations.

VitalityHealth is an active member of the Health Insurer Counter Fraud Group and shares information with other insurers for the detection and prevention of fraud subject to the provisions of the Data Protection Act.

We act in good faith on the basis of information that members and providers give us and are grateful that we are working in partnership with a consultant body who are almost always honest and transparent in their relationship with us. On the very rare occasion that clinicians are not, we take a very serious view of fraud or misrepresentation in any claim. Inaccurate billing is a matter of serious concern across the insurance industry and we work closely with other insurers to address such issues.

Any instances where it appears that a provider is engaging in fraudulent or misleading behaviour, whether this behaviour affects VitalityHealth directly or not, may be investigated and may in our absolute discretion result in the conclusion of your VitalityHealth recognition. By way of illustration, and without limitation, the following practices are unacceptable:

- Invoicing for treatment that you have not performed;
- Asking the member to part pay an invoice and present VitalityHealth with the balance;
- Misrepresenting the medical history of the patient;
- Misappropriation of funds;
- Referring patients as a matter of plan to a facility in which you have an interest, where this may not be in the interests of the member or VitalityHealth;
- Omitting material facts; or

- Deliberately misleading VitalityHealth.

## HOW WE MANAGE DISPUTES

If you have a complaint or dispute regarding your recognition with VitalityHealth or are unhappy with the service you have received from VitalityHealth, please contact our helpline on 0800 092 9400 and speak to our consultant relationship team.

## IF YOU WISH TO END YOUR CONTRACT WITH VITALITYHEALTH

If you wish to end your contract with VitalityHealth, please contact our helpline on 0800 092 9400 or email us at [cons\\_helpline@vitality.co.uk](mailto:cons_helpline@vitality.co.uk). Unless extenuating circumstances prohibit this, please provide no less than 30 days' notice of your intention to cease being a recognised provider and confirm the handover plans for any current VitalityHealth members in your care.

Recognition with us is a discretionary agreement, and therefore we reserve the right to conclude the recognition of providers where approaches to resolve our differences have failed, and including but not limited to (i) a financial, or service impact for our members or staff by continuing to recognise you (ii) where you charge fees that are above our reasonable and customary rates or (iii) where you no longer wish to agree to our terms. For the circumstances described in (ii) and (iii) 30 days written notice of termination is required. Where there is a material and negative clinical impact we reserve the right to conclude the recognition immediately.

HEALTHCARE PROVIDER  
[WWW.VITALITY.CO.UK/HEALTHCARE-PROVIDERS](http://WWW.VITALITY.CO.UK/HEALTHCARE-PROVIDERS)