



# Terms and Conditions for Bupa recognised mental health therapists

This document, together with the other documents referred to in it, contain the terms of recognition for Bupa Recognised Mental Health Therapists. 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 'definitions' section below.

## 1. Basis of Inclusion

Your recognition is important to us and we agree to recognise you as a Bupa Recognised 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 Therapist recognition.

## 2. Treatment Standards

We understand that quality will be at the heart of the therapy you deliver to our Members. In support of this, you agree to deliver all therapy in accordance with the standards attached at Schedule 1. These standards simply reflect existing standards set by applicable regulatory and professional bodies.

## 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 minimum as described below.

You agree, where practically possible, to provide appointments to Members within a maximum of 5 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 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 therapy will be delivered to Members in person. The delegation of any therapy under these terms is not permitted unless you have first gained our written consent to do so, and is also subject to you all at times taking full responsibility and accountability for any delegated therapy delivered.

You agree to deliver therapy in Sessions. A 'Session' means a period of continuous treatment for a minimum of 50 minutes. A 'Session' shall also include any assessment required, and the provision of any information to us 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).

## 4. Referrals

You agree to deliver therapy to Members in a Suitable Setting and to ensure that any recommendations to other therapists, which must be made in agreement with the Member's GP, are

made to Bupa Recognised Mental Health Therapists covered by the Member's policy. If in your judgment no appropriate Bupa Recognised Mental Health Therapist is available, please contact the Provider Service Centre on 03457 55 33 33 for advice on alternatives.

Where a therapist who is not part of Bupa's recognised networks is recommended to a Member (or a Member is referred to such a therapist via their GP), you agree to ensure that the Member is aware that the cost of the therapy may not be covered by Bupa. Please note that where non-recognised therapists are frequently recommended by you to Members (or Members are frequently referred to such therapists 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 talking therapies will not be effective in treating the Member's symptoms, Members shall be referred back to their GP for onward referral to a Bupa recognised psychiatrist (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 that you will not invoice or bill Members personally for any therapy covered by their policies except for the Member's excess on their policy with us, and/or therapy which is 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 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. 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:

<b>Therapist</b>	<b>Therapy</b>	<b>Billing code</b>
Psychologist	Psychology	aa809
Psychotherapist	Psychotherapy	aa034
Counsellor	Counselling	aa808
CBT Practitioner	CBT	aa387
Psychologist (DBT)	DBT	ab007
Psychologist (Schema Therapy)	Schema	ab008

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 pre-authorisation number, prior to providing treatment. You can see how many sessions we've Pre-authorized for Members on Providers Online ([www.bupa.co.uk/providers-online](http://www.bupa.co.uk/providers-online)) under the 'Search members and pre-authorisations' tab on the left.

If you wish to deliver more sessions to a Member than we're Pre-authorized, you agree that, prior to delivering any additional Sessions, you will contact our Mental Wellbeing Support Team (available on 0345 600 0971), provide them with your assessment of the Member's condition together with a clear treatment plan (this may be provided either by you or the Member), and obtain confirmation from us of the number of additional Sessions we will fund. Where you then wish to deliver additional Sessions

beyond those we have confirmed we will fund, you agree to repeat this process. You agree to follow the process in Clause 5 above before charging any Members personally for additional Sessions.

Any increases in fees will be notified to you following a market review by us. The factors that will be considered when undertaking the 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. We have designed a simple on line process for you.

You agree to invoice us only for Eligible Treatment, carried out by you. Invoices must be submitted to us online via [www.bupa.co.uk/healthcare-providers](http://www.bupa.co.uk/healthcare-providers). It is important that you submit invoices promptly as invoices submitted after a period of 6 (six) months from date of the treatment may be rejected at our sole discretion, in which case you agree not to contact the Member for payment.

Invoices should be categorised in the specified billing format and must include the following information:

- A) your provider number;
- B) invoice number;
- C) invoice date;
- D) pre-authorisation number;
- E) Member's Bupa membership number;
- F) full name of Member;
- G) date of birth of the Member;
- H) full address of Member (including post code);
- I) name of admitting therapist;
- J) impairment code(s);
- K) referral date;
- L) referred by;
- M) discharge reason;
- N) date of the Session(s);
- O) therapy type (e.g. Psychotherapy, Counselling, CBT, Psychology);
- P) procedure code(s) (as outlined in the table in Section 6); and
- Q) the charge amount for each Session.

Invoices for treatment of 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 these terms 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.

In exceptional circumstances you may need to contact us in relation to invoice payment. We ask that you don't contact us for payment until 45 days from invoice date in order to allow time for claim

processing to complete. You agree to this. 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 data to confirm the appropriateness of charges billed and/or paid, and/or compliance with these terms. You agree to generally assist us on reasonable request in audit activities, including providing relevant financial records and anonymised client notes (where client consent permits).

## **9. Financial Standards**

All services must be provided in accordance with the financial standards at Schedule 2 below. 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 therapy 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 provide us with a summary of the following quality and service key performance indicators (KPIs) together with any additional KPIs that we may reasonably require from time to time. 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 (by the following specialties (if offered): counselling; psychotherapy; psychology; and CBT);
- the % of referrals to you from GPs over the past 6 months;
- the % of referrals to you from private consultants over the past 6 months;
- the % of Members referred back to a GP or 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 or the end of recognition. Please note that when your status as a Bupa Recognised 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.

If a Member is attending therapy sessions 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 (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 Therapist 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 Therapist of their choice. If the former, you shall be entitled to invoice us for that treatment (subject to 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. The amount will be in line with the figure required by your Relevant Regulatory or Representative Body. As at November 2010 it is a minimum of £1,000,000. We will notify you if this changes. 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.

## **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. 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 0345 600 5961 or to raise your concerns by sending an email to provrec@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 Head of Clinician Contracting so that (s)he may address the dispute directly or through another authorised Bupa colleague.

## **16. General**

The provisions of Clause 2 (Treatment Standards), 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).

## 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.

“**Bupa Recognised Mental Health Therapist**” means a Bupa recognised mental health and wellbeing therapist 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.

“**CBT Practitioner**” means an individual who holds accredited membership of the British Association of Behavioural and Cognitive Psychotherapists (BABCP) and who has completed three years full time or five years part-time post qualification experience.

“**Condition**” means a mental health diagnosed condition as defined in the International Classification of Diseases.

“**Counsellor**” means an individual who is an accredited member of the UK Council for Psychotherapy (UKCP), or the British Association of Counselling and Psychotherapy (BACP) and who has completed three years full time or five years part-time post qualification experience.

“**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 Therapist recognised by us for that treatment; and (3) delivered at a facility recognised by us for that treatment.

“**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.

“**Psychologist**” means an individual who retains current full registration with the Health and Care Professions Council (HCPC) and who has completed three years full time or five years part-time post qualification experience. These individuals may carry out specific types of therapy such as DBT and Schema, where they have the appropriate level of training.

“**Psychotherapist**” means an individual who is an accredited member of the UK Council for Psychotherapy (UKCP), or the British Association of Counselling and Psychotherapy (BACP) and who has completed three years full time or five years part-time post qualification experience.

“**Relevant Regulatory or Representative Body**” means the appropriate regulatory or representative body with responsibility for your area of therapy (to include the HCPC (for Psychologists), the BABCP (for CBT Practitioners), the BACP or UKCP (for Psychotherapists or Counsellors)

**“Session”** means a period of continuous treatment for a minimum of 50 minutes. A ‘Session’ shall include any assessment required, and the provision of any information to us 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).

**“Suitable Setting”** means a professional and appropriate setting and location, which can include your own home. The setting should be accessible, safe, comfortable, clean and able to ensure privacy. The setting should not be noisy or exposed to distractions. 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 attending sessions.

**“Therapist”** means either a Psychologist, Psychotherapist, Counsellor or CBT Practitioner.

**“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

### A. General Standards

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

You agree that you will only treat Members within the scope of the therapy for which you have evidence of adequate training and on going practise and experience, and we have agreed to recognise you in your Application Form.

You agree to ensure that all treatment of Members is in accordance with best practice in the UK 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 guidelines developed for the therapy you deliver at the facilities where you treat Members. You agree to provide to us full details of the guidelines you follow on our reasonable request.

### 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 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;
- that you ensure that any place where therapy is delivered to Members has an incident reporting system which is regularly reviewed to ensure optimal client safety;
- that you have created a plan for any course of therapy proposed for a Member which is focussed and has short term expected outcomes and, if applicable, includes goals and objectives; and
- that you have facilities to store client records in a safe and secure environment for greater than seven years.

## Schedule 2 Financial Standards

The relationship between Bupa and the therapists that deliver services to 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 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 therapy that you have not delivered;

- misrepresenting the medical history of a patient;
- misappropriating funds;
- referring patients as a matter of policy to a facility in which you or a family member/commercial partner have an interest, where this may not be in the best interests of the Member;
- omitting material facts, for example the type of therapy being delivered and therefore the appropriate fee level; or
- deliberately misleading us or the Member.