

## Terms for the Bupa Out-Patient Physiotherapy Network 18 May 2019 to 17 May 2021

This document, together with the other documents referred to in it, contain the terms of your agreement with Bupa. The agreement (the "Contract") 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 appendix below.

**1. Basis of Recognition as a Bupa Recognised Physiotherapy Provider;** Your relationship with Bupa is important to us and we agree to recognise you as a Bupa Recognised Physiotherapy Provider, 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 or any of the physiotherapists at the Facility 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. Contract;** This Contract is between the company or individual detailed in Section 1 of "Information provided by You" above ("You") and Bupa Insurance Services Limited ("us/we/our"). You agree that this Contract constitutes the entire Contract between You and the Bupa Group in respect of Physiotherapy and replaces any terms previously agreed to the extent that they relate to Physiotherapy. This Contract includes these standard terms and the Information Provided by You set out above.

**3. Services and Charges;** You agree to provide the Physiotherapy to Members in accordance with this Contract for the Term. You agree that: Physiotherapy shall only be provided at the named Facilities; that You shall only bill Us for Physiotherapy actually provided to Bupa Members; that bills shall only include services set out in the Charges; and that You shall not pass on charges from third parties. You acknowledge We shall not be liable to reimburse more to You for Physiotherapy provided to a Member than that Member is entitled to receive under their policy with Us.

The Charges (including the charges for any MSK ESWT you have agreed to provide) are set out in section 3 of Information Provided by You above. Such prices are fully inclusive of all charges (including VAT) and represent full payment from us to You. Payment for MSK ECSWT Packages are not subject to Out Patient benefit limits and where treatment is eligible Bupa will pay for these in full.

We reserve the right to trial new package prices for physiotherapy services during the Term and may within the Term 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 and this Contract does not guarantee recognition within any such networks. Bupa may also within the Term guide Members to Bupa Recognised Physiotherapy Providers based on an evaluation of performance data. In this event we will provide You with details of how any such data will be used for these purposes.

**4. Pre-Authorising with us;** You understand and agree that before treatment occurs You must ensure that: the patient is a Member; the Member has pre-authorised the treatment with us; and You have confirmed with the Member their level of coverage. If You fail to do so, then payment to You for that treatment may be at risk. Any Physiotherapy performed without pre-authorisation will not normally be funded by Bupa.

You shall be entitled to reimbursement from Us for the Charges for which pre-authorisation has been obtained by the Member if:

- (a) the Physiotherapy commences within 2 calendar months of the pre-authorisation;
- (b) the pre-authorisation expressly applies to the Physiotherapy;
- (c) the Member's Policy is valid and in force at the time the Physiotherapy is provided;
- (d) there are no amounts payable to Us under the Member's Policy that are outstanding at the time the Physiotherapy is provided; and
- (e) the Charges do not exceed the maximum aggregate amounts that may be claimed by the Member under the Member's policy,

and provided always that You shall not be entitled to reimbursement from Us for any Charges representing the excess payable by the Member under the Member's Policy.

If You have agreed to provide the MSK ESWT Packages listed in Section 3 of Information Provided by You above; Bupa will not pre-authorise more than one MSK ESWT Package for the same body part in any twelve-month period. If treatment is preauthorised for a bilateral condition, then payment will be made once. If you believe there are exceptional reasons why more than one MSK ESWT Package for the same body part should be considered the Member will need to pre-authorise for a further package. You may be required to provide a medical report to us to support any such further pre-authorisation.

**5. Invoicing process;** You agree to submit all invoices for Physiotherapy to Us within 6 (six) months from the date that the Physiotherapy was delivered to the Member. Invoices submitted after such period may be rejected at Our sole discretion. You agree that You shall not charge or send invoices to a Member, either directly or indirectly, for any Physiotherapy which is covered by this Contract. Invoices must be submitted to us electronically. There are several systems available to use. Further information about these may be found at [www.bupa.co.uk/practice-management-discounts+](http://www.bupa.co.uk/practice-management-discounts+) or contact the Provider Management Team on 0845 600 5422\*.

Invoices submitted by any other means may be subject to an administration fee. It is important that you submit invoice promptly as invoices submitted after 6 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 Non-UK Schemes should be submitted directly to the relevant non-UK Bupa scheme operator.

\*lines are open 8am to 6pm Monday to Friday

+ or such other address as may be notified to you from time to time.  
The following information must be provided for each individual invoice:

- (1) Your Bupa Provider number;
- (2) the invoice date;
- (3) the Member's name, membership number and date of birth;
- (4) the pre-authorisation number for the Course of Treatment;
- (5) the dates of treatment received;
- (6) the description of the condition being treated; ICD disease and injury code (currently based on ICD9 as modified by Bupa and we shall notify you if this changes). 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.
- (7) the name of the treating Physiotherapist;
- (8) the Sub-Speciality code for the treatment being received;
- (9) who the patient was referred by; and
- (10) the Charges for each Sub-Speciality code and the total of all Charges.

Invoices will be returned unpaid should the above information not be provided. You agree that the Charges shall also be applied for Physiotherapy provided to Members of Non-UK Schemes. You shall invoice the relevant member of the Bupa Group directly for the Charges in respect of Physiotherapy provided to Members of Non-UK Schemes.

You agree that in the event of Us not agreeing to pay an invoice in full, You will not request payment of the shortfall from the Member, unless:

- the Member clearly requests (and is made aware of the consequences of doing so) a level of service that is higher than that provided for by the Rules of their Scheme;
- the Member is a member of a Scheme that has an excess for which he or she is personally liable;
- the Member's cover is not valid for the treatment given;
- the Member's policy has lapsed and not been renewed, cover has not yet commenced; or the policy specifically excludes or limits reimbursement for the treatment given;
- the Member has exhausted the monetary limits as specified in their Scheme's Rules and the Rules do not say that a full refund is provided by Us for such element of the treatment;
- the Member has ceased membership with Us after initial verification and before treatment.

**6. Payment to You;** We will pay invoices submitted in accordance with this Contract directly by BACS to the bank account you have nominated to us in Your Application 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. In the meantime, the status of payments may be checked on Providers Online. 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).

Fees are inclusive of treatment and facility charges (including VAT) and represent full payment from us to You.

Medical review process: Unless we have informed You or the Member otherwise at pre authorisation, if You wish to deliver more than 5 Sessions to a Member, you agree that, prior to delivering any additional Sessions, You will provide our Therapies Management Team with:

- your assessment of the Member's condition, including a health improvement outcome score(PROM's, this is the difference between the score at the initial session and the most recent session); and
- a clear treatment plan (this must be provided by You and sent via email to [tmtsm@bupa.com](mailto:tmtsm@bupa.com) or such other address that we may specify) in order to obtain confirmation from us of the number of additional Sessions we will fund.

A copy of the medical report template to provide the information above can be found at:  
<http://www.bupa.co.uk/pol-latest-updates>.

If You wish to deliver additional Sessions beyond those we have confirmed we will fund, You will repeat the medical review process set out above.

You shall follow the process in Clause 4 above before charging any Members personally for additional Sessions.

You can see how many sessions we've pre-authorised for Members on Providers Online ([www.bupa.co.uk/providers-online](http://www.bupa.co.uk/providers-online)).

For queries about the medical review process please contact the Therapies Management Team by email: [tmtsm@bupa.com](mailto:tmtsm@bupa.com). Please be aware that once all relevant information has been reviewed the decision made by the Therapies Management Team regarding Bupa funding is final.

**7. Quality of Physiotherapy;** You warrant that the Information Provided by You to Us in Your Application is, on the date that You sign this Contract, accurate and correct. You agree with Us that each Physiotherapist and Facility shall at all times during the Term comply with:

- (a) the quality standards contained within Your Application; and
- (b) the service standards contained within Your Application.

You agree that each physiotherapist shall be:

- a member of the Chartered Society of Physiotherapy (CSP);
- fully registered with the Health Care Professions Council (HCPC);
- able to demonstrate Good Clinical Practice, advanced clinical skills in their chosen speciality and able to provide patient audit and outcome data for at least the previous 2 years that supports their status as a senior clinician in that specialty;
- able to provide on request a copy of their physiotherapy graduation certificate (or if a qualification was obtained outside the UK, then written confirmation from UK HCPC confirming that the qualification is equivalent to a UK Physiotherapy Degree/Diploma);
- able to provide on request a copy of their enhanced Disclosure and Barring Service (DBS) check; and
- be an accredited member of the British Acupuncture Council (BAcC) British Acupuncture Society (BMAS) or the Acupuncture Association of Chartered Physiotherapists (AACP) if they will be performing acupuncture on Members;

and that each practice shall:

- fulfil the Core, Service and Audit Standards of Physiotherapy Practice as specified by the Chartered Society of Physiotherapy;
- have a named Lead Clinician in place who has five years post qualification experience in full time practice, who is able to demonstrate advanced clinical skills in their chosen speciality and able to provide evidence for at least the previous two years that supports their status as a senior clinician in that speciality;
- ensure that its Lead Clinician maintains, keeps up to date, and provides on request a list of all Physiotherapists who work at the practice, including their HCPC number, CSP number, enhanced DBS certificate and date of the certificate. and
- have a named senior clinician in each of the contracted sub specialty services who is able to demonstrate advanced clinical skills in their chosen speciality and able to provide evidence for at least the previous two years that supports their status as a senior clinician in that speciality
- be able to provide details of clinical outcome measures (PROM's) of improvements and patient satisfaction
- be able to provide details of complaints (clinical and non-clinical)

- be able to provide an annual patient experience rating
- be able to provide details of Members who have experienced a safety incident related to your treatment.
- be able to provide treatment start and end dates, number of sessions and discharge data by condition
- have the option of providing therapeutic exercises via online/hard copy media
- 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 also agree that:

- You will provide on request up to date documented evidence of audit reviews and professional development;
- patients will be: given printed information regarding their condition and treatment options; given the opportunity to complete a customer satisfaction survey; seen on a one to one basis; and offered an appointment for physiotherapy within 2 working days of a request;
- You will ensure that You comply with all relevant legislation relating to the confidentiality of information held about Members. In particular, You will ensure that You comply with the Data Protection Act 1998.
- You will collect the following patient data and be able to provide on request for Members treated during the Term:
  - Member ID and age, comorbidities, condition (description and diagnostic code), treatment start and end dates, treatment type, number of sessions and clinician name:
  - Details of clinical outcome measures used (PROMS) and average improvements: and
  - Patient satisfaction score.

If at any time a Physiotherapist or Facility ceases to comply with any of the quality standards above You agree to inform Us as soon as possible.

**8. Key Performance Indicators;** The Facility shall collect the quality and service key performance indicators (KPIs) set out below for all Members who have been provided Physiotherapy during the Term. You agree that following a complaint or on request (not more than twice a year), You will provide Us with a summary of the KPIs that we request, relating to the time period that we specify. This will be submitted to Us using an online format to be notified to You and shall include the following information:

- the average number of days from the start of treatment to discharge by impairment
- the average number of new to follow up sessions by impairment
- The average clinical outcome measure of improvement (PROM), this is the difference between the average score at initial session and at discharge by impairment
- the % of patients completing PROM data
- the average wait time between referral and appointment for the last 6 months;
- the % of clinical notes audited in the last 6 months;
- the number of Members who have completed a satisfaction survey in the last 6 months;
- the annual patient experience score
- the Sessional Averages by sub-speciality
- the % of Consultant referrals over the past 6 months; and
- the % of Bupa members referred for onward referral to another clinical specialist.
- the % of members advised to self-manage after the initial session

We reserve the right to carry out an audit of your performance indicator data.

We expect you to maintain your Sessional Average in line with other Bupa network facilities. Any deviation above this range will require You to provide evidence that supports the need for this increased activity. Where You have an agreement for MSK services you agree to maintain the Sessional Average per episode of care for MSK over a 6 month period at or below 5.5 sessions. We acknowledge that a facility may from time to time treat a higher proportion of exceptional cases and if Your Sessional Average for MSK exceeds this sessional average you acknowledge that we will require you to provide evidence that satisfies us of the reasons why Your Sessional Average exceeds 5.5 Sessions. You acknowledge that We will monitor Your adherence to the Sessional Averages, for Your Facilities, and that failure to provide evidence that supports a Sessional Average above 5.5 may result in Bupa terminating this Contract.

The KPI data will be used to identify where the service or quality standards of Physiotherapy provided by You do not meet those specified in this Contract. Where such incidences are identified recognition may be temporarily suspended while investigations are carried out and the Facility will be required to submit an action plan to address failings in order for recognition to be reinstated.

Bupa reserve the right to promote network facilities where Bupa data indicates the overall Average Episode Cost of treatment at the facility offers the Member best value for the services they require.

**9. 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 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 08457 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), 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 Physiotherapy treatment will not be effective in treating the Member's symptoms, and you believe that other treatment may be required, then Members shall be referred back to Bupa for an open referral and onward referral to a Bupa Recognised consultants (where clinically appropriate).

**10. Insurance;** You agree to arrange and maintain at Your own expense during the Term for a period of six years following termination of this Contract the following insurances with reputable insurers ("Insurances"):

- (a) employers' liability insurance cover (where applicable) for a minimum of £5,000,000 per claim;
- (b) medical malpractice insurance cover for a minimum of £5,000,000 any one claim and £5,000,000 in total for any 12 month period of insurance, or, if Your annual turnover or sales (by audited accounts) exceeds £500,000, then this requirement is increased to £10,000,000 any one claim and £10,000,000 in total for any 12 month period of insurance; and
- (c) public liability (including product liability) insurance cover for a minimum of £5,000,000 for each occurrence.

You agree to not take any action, or omit to take any reasonable action, or (insofar as it is reasonably within Your control) permit anything to occur in relation to the Insurances which would entitle the relevant insurer to refuse to pay any claim under the Insurances.

## **11. Termination;**

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

We shall be entitled immediately to either remove Your status of Bupa Recognised Physiotherapy Provider, or remove an individual Facility or request the removal of an individual Physiotherapist, as appropriate, from inclusion in this Contract:

- if a material part of the Physiotherapy offered is removed or closes; or
- if a Facility treats less than 10 Members over a 12 month period (exceptions may be made if there is a service need in the local area for the specialties You deliver);
- if a Facility ceases to hold or obtain any required licences, approvals, authorisations or consents which result in the Facility being unable to provide a substantial proportion of the Physiotherapy; or
- in the event that a Facility fails to remedy within any reasonable period specified by Us any material non-compliance with the quality standards in paragraph 7 above or fails to provide the information required or is in breach of any other term of this Contract; or
- a Facility fails to meet any of the KPI data specified in paragraph 8 (to be measured as an average across any three consecutive months); or
- if a Facility fails to comply with the medical review process set out in clause 6; or
- if a Facility does not meet the Sessional Average measured across any six month period (as demonstrated by other network facilities offering the same services for which in the reasonable opinion of Bupa sufficient data is available. Please note the current Sessional Average for these services at the time of this Contract is 5 Sessions); , or
- You do anything which will cause damage to the reputation of Us; or
- You bill Us other than in accordance with this Contract; or
- if any of the Information Provided by You changes, and such change is, in Our reasonable opinion, material; or
- on the serving of 6 months written notice by Us to You at any time during the Term; or
- upon Your entering into any Contract under which You may provide Physiotherapy to Us via a third party; or
- upon a Change of Control.

This Contract shall also terminate if either of us: suffer the appointment of a receiver, administrator or liquidator; enter into a voluntary arrangement with our creditors; or otherwise become insolvent or fail to meet our liabilities as they fall due.

If this Contract is terminated then You shall complete the provision to a Member of any Physiotherapy already

commenced at the date of termination which forms part of an ongoing Course of Treatment and We shall be liable to pay for such Physiotherapy.

In all such cases termination shall be without prejudice to the obligation to pay any net amounts accrued payable by one of us to the other, which shall remain due on the dates provided in this Contract.

For the avoidance of doubt if any of the Facilities are sold to a third party, or any company owning a Facility is sold to a third party, this shall not entitle You to remove any such Facilities from this Contract.

**12. Confidentiality;** We both agree that neither of us will at any time after the commencement of this Contract, divulge or communicate to any person, except to our professional representatives or advisers or as may be required by law or any regulatory authority, any confidential information concerning the business or affairs of the other or, in our case, of any member of the Bupa Group which may have, or may in future, come to its knowledge and each shall use its reasonable endeavours to prevent the publication or disclosure of any such confidential information. For the avoidance of doubt confidential information shall include personal details of Members, but shall not include the information You have previously indicated in Section 7 of Your Application that You are willing for Us to share. You agree that You will not seek to entice Members to change to alternative health insurance providers.

We reserve the right to use, in our normal business operation, information collected and stored on our claims-processing database. Such use will be in accordance with the Data Protection Act 1998. You will ensure that You comply with all relevant legislation relating to the confidentiality of information held about Members. In particular, You will ensure that You comply with the Data Protection Act 1998.

**13. Status of this Contract;** You understand that You may not assign or transfer this Contract or any rights under it, nor sub-contract any or all of its obligations under this Contract, without having obtained Our prior written consent. This Contract shall be governed by the laws of the United Kingdom. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.

## **Appendix - Defined Terms used in this Agreement**

**Application** means the response provided by You using the online submission form for consideration by Bupa Insurance as a Bupa Recognised Physiotherapy Provider.

**Bupa Recognised Physiotherapy Provider** means a Physiotherapist or Facility as relevant.

**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.

**Change of Control:** means a person acquiring directly or indirectly Control of You or any of Your holding companies, a sale of a Facility, the sale of all or any of Your hospitals, the grant of any option, management rights or other rights to effect any of the foregoing, or upon any other transaction that has or series of transactions that have substantially the same effect as any of the foregoing, in each case, excluding intra-group transactions.

**Charges:** means the prices for Physiotherapy set out in section 3 of the Information Provided by You. Such prices are fully inclusive of all charges and no other charges or fees will apply for the Physiotherapy.

**Consultant:** means a medical doctor who holds or has held the position of consultant within the NHS.

**Control:** means in relation to a body corporate, the ability of a person to ensure that the activities and business of that body corporate are conducted in accordance with the wishes of that person and a person shall be deemed to have Control of a body corporate if that person possesses or is entitled to acquire the majority of the issued share capital or the voting rights in that body corporate or the right to receive the majority of the income of that body corporate on any distribution by it of all of its income or the majority of its assets on a winding up.

**Course of Treatment:** means the initial session of treatment following referral from the GP or Consultant to either: successful completion of treatment and discharge letter to referring clinician; or referral back to the Consultant or GP for further investigation.

**Eligible Treatment:** means treatment for which the Relevant Member is entitled to be reimbursed under the Rules .

**Facility:** means the Bupa Recognised Physiotherapy Provider facility(ies) or location(s) set out on Page 1 of this Contract.

**Good Clinical Practice:** means delivering physiotherapy services in line with published evidence-based guidelines, 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 Physiotherapy Provider.

**Information Provided by You:** means the information populated by You as part of your Application.

**Lead Physiotherapist:** means a Clinician who has five years post qualification experience in full time practice, who is able to demonstrate advanced clinical skills in their chosen speciality and provide and keep up to date, a list of all physiotherapists who work at the practice, including their HCPC number, CSP number, DBS registration number and date of birth

**Member:** means (a) an individual who is covered under a valid private medical insurance ("PMI") policy underwritten by Bupa Insurance Limited or another member of the Bupa Group; (b) a beneficiary under a health trust administered by a member of the Bupa Group; (c) a beneficiary under a self insured corporate PMI scheme administered by a member of the Bupa Group; (d) an individual who benefits under a rehabilitation arrangement with Us or (e) an individual who is a beneficiary of a scheme which is not health insurance provided by Bupa, or a trust, the primary purpose of which is to provide for the payment of the cost of Treatment received by beneficiaries of the scheme and which is administered by a member of the Bupa Group.

**Non-UK Schemes:** means health insurance provided by members of the Bupa Group incorporated outside of the United Kingdom and health insurance sold by us through our international division and "Non-UK Scheme" shall be construed accordingly.

**Physiotherapist:** means a physiotherapist providing Physiotherapy and meeting the criteria set out in Section 7 of this Contract.

**Physiotherapy:** means the physiotherapy services and all Sub-Specialties set out on the front page of this Contract and shall include all physiotherapy services provided to Members attending a Facility from the first point of contact with You to arrange an appointment to the point when treatment ends.

**Rules:** means the rules and benefits applying to the Scheme or administered health trust of which a Member is a member or beneficiary and which set out the circumstances in which We will pay for Eligible Treatment.

**Schemes:** means (a) health insurance contracts which are underwritten by Bupa Insurance Limited or another member of the Bupa Group (including, for the avoidance of doubt, the Non-UK Schemes); and (b) Bupa Health Trust Arrangements, (c) schemes which are not health insurance provided by Bupa or trusts the primary purpose of which are to provide for the payment of the cost of Treatment received by beneficiaries of the schemes and which are administered by a member of the Bupa Group; and (d) rehabilitation or other treatment arrangements with Bupa, in each case, from time to time, and "Scheme" means any one of such schemes or health trusts.

**Session:** means a period of treatment delivered within a 24 hour time frame, including an 'Initial' Session and a 'Follow Up' Session The length of the treatment is at the discretion of the Physiotherapist

**Sessional Average:** means the average number of sessions delivered during a Course of Treatment, for each Sub-Specialty, as detailed in Your Application.

**Sessional Average Rate:** means the average price of sessions delivered during a Course of Treatment for each Sub-Specialty, as detailed in Your Application.

**Average Episode Cost:** means the average cost of an episode of care taking into consideration the cost of the Session and the Sessional Average.

**Sub-Specialty:** means the specific type of physiotherapy treatment and for which there is a procedure code, for example musculoskeletal physiotherapy or hydrotherapy.

**Term:** means the period up to 17 May 2021.