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# Terms and conditions for delivering Physiotherapy to Bupa Members

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This document, together with the other documents referred to in it, contain the terms of your agreement with Bupa for the provision of Physiotherapy (the “**Contract**”). This Contract is between you, the person named in your Application Form (“**you**”), 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 Definitions Schedule below.

Where you have included additional Physiotherapists in your Application Form, references to “**you**” or “**your**” in this Contract will be deemed to include a reference to each Physiotherapist, unless the context indicates otherwise. You will ensure that each Physiotherapist meets, and will continue at all times to meet, the criteria set out in this Contract and complies with, and will at all times comply with, the relevant obligations of this Contract. For the purposes of this Contract, every act or omission of the relevant Physiotherapist will be deemed to be your act or omission and you will be liable to Bupa as if that act or omission had been committed or omitted by yourself.

By accepting your status as a Bupa Recognised Physiotherapist, you are agreeing to the terms of this Contract which will apply to the treatment of any Members by you. You agree that this Contract constitutes the entire agreement between you and the Bupa Group in respect of Physiotherapy and replaces any terms previously agreed to the extent that they relate to the subject matter of this Contract.

The provisions of this Contract may need to evolve over time, including where needed to reflect Bupa’s changing customer proposition, its strategy around remote provision or following treatment developments and/or technological innovation. We do therefore reserve the right to make changes to this Contract on written notice to you at the last address or email address you have provided to us for communication. The changes will take effect 30 days after the date on which we send 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 Paragraph 13. For the avoidance of doubt, we will not be required to deliver notice or details of the changes to any Physiotherapist other than you and the changes will apply to all Physiotherapists.

## 1. Basis of Recognition as a Bupa Recognised Physiotherapy Provider

Your relationship with Bupa is important to us and we agree to recognise you and, where you have applied for recognition on behalf of a group of Physiotherapists, each Physiotherapist for Physiotherapy in Person as well as Remote Physiotherapy, on the basis of and to the extent set out in your Application Form and this Contract. In return, you agree that any agreements or interactions you or any Physiotherapist may have with a Member are subject to this Contract.

You agree to notify us immediately of: any (a) change to the information you have provided or confirmed in your Application Form; (b) change to your registration as a member of the Chartered Society of Physiotherapy (CSP) or with the Health Care Professions Council (HCPC) (including any conditional registration or investigation); (c) legal or threatened disciplinary action against you; (d) criminal convictions which have been made or threatened against you; and (e) suspension or dismissal from any employment or voluntary work, or any changes to your practicing privileges at any hospital or facility (including the Facilities). 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.

We reserve the right to trial new package prices for physiotherapy services during the term of this Contract and may at any time 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.

## **2. Physiotherapy in Person**

You must clearly state in your Application Form where there is more than one Facility at which you intend to provide Physiotherapy in Person and the terms of this Contract will apply to each Facility at which you treat Members.

You agree to provide the Physiotherapy in Person to Members in accordance with this Contract. You agree that:

- a) Physiotherapy in Person will only be provided by you at the named Facilities;
- b) you will only bill us for Physiotherapy in Person actually provided to Bupa Members;
- c) invoices will only include Physiotherapy in Person for which you are recognised at the Charges set out in your Application Form;
- d) you will use the Physiotherapy in Person CCSD Code and Narrative; and
- e) you will not pass on any charges from third parties.

## **3. Remote Physiotherapy**

We will recognise you to provide Remote Physiotherapy to Members using appropriate video conferencing platforms (but not, for the avoidance of doubt, telephone) on the terms set out below, provided that:

- a) it is safe and Clinically Appropriate to do so without compromising the quality of care delivered in any material way;
- b) the Member has expressly consented to remote care (whether verbally or in writing) and is given the option of receiving Physiotherapy in Person where possible. You must clearly give the Member sufficient information to enable them to make an informed decision and must specifically state any risks in diagnosis that Remote Physiotherapy presents before the Member consents to Remote Physiotherapy;
- c) each Remote Physiotherapy Session is provided in compliance with all applicable law as well as the provisions of this Contract;
- d) that Physiotherapy is indicated as being recognised for delivery in a remote setting in section 3 of your Application Form;
- e) you will use the Remote Physiotherapy CCSD Code and Narrative;
- f) your indemnity cover and insurance covers the provision of Remote Physiotherapy; and
- g) you will keep detailed records of the Member journey and any virtual offering.

A Remote Physiotherapy Session must be carried out in substitution of (and not in addition to) Physiotherapy in Person. For the avoidance of doubt, the recognition under this Contract will not extend to diagnostic tests which will need to be provided in person.

You agree that:

- a) you will obtain verbal or written informed consent for each Remote Physiotherapy Session from the relevant Member and must retain that consent in the Member's medical record before providing that Remote Physiotherapy Session. We will not pay, and you will not be able to charge

- a Member for any Remote Physiotherapy where you cannot supply evidence of such prior consent on request;
- b) you will not invoice us or the Member for any Remote Physiotherapy if that Remote Physiotherapy would not justify Physiotherapy in Person. Remote Physiotherapy must include all standard components of Physiotherapy in Person which do not require physical contact;
- c) each Remote Physiotherapy Session must be interactive between you and the Member and must constitute Eligible Treatment. You will not invoice us or the Member for the provision of pre-recorded material;
- h) we will not pay, and you will also not be entitled to charge the Member for any Remote Physiotherapy Session where the Engagement Time is less than 30 minutes for initial Sessions and 20 minutes for follow-up Sessions;
- d) you will accurately record the Engagement Time and will not round that Engagement Time up or down for the purposes of invoicing us;
- e) we may request a Member's signed participation form, claim form, or other proof of attendance, in accordance with the evidentiary requirements regarding standard Physiotherapy in Person and will only pay for a Remote Physiotherapy Session on provision to us of the relevant documentation;
- f) you will keep clear notes of the Remote Physiotherapy Session in the relevant Members' medical record. The reason for a Remote Physiotherapy Session rather than Physiotherapy in Person must be clear and you must include the time and mode of contact (i.e. video conference);
- g) we will not pay for any Remote Physiotherapy Sessions that are not fully completed e.g. if you are unable to contact the Member by video as agreed with the Member or if the video conference is terminated part way through the Remote Physiotherapy Session and you are unable to re-establish contact with the Member by video conference to complete the Remote Physiotherapy Session; and
- h) we will not pay for more than one Remote Physiotherapy Session per Member per week.

You will use best efforts to call the Member within 10 minutes of the scheduled start time for any Remote Physiotherapy Session and will keep the Member updated (either directly or through your administrative staff) if you are likely to be delayed beyond this time period. Up to three call attempts must be made within 30 minutes of the scheduled start time if you are unable to make contact with the Member on the first attempt.

Where any equipment is sent to a Member to facilitate or provide the Physiotherapy, including any kits or monitors, the risk for damage to or loss of all or part of that equipment for any reason whatsoever will lie solely with you and you undertake that you will not make a claim against Bupa, any member of Bupa Group or the Member arising from any such damage or loss.

#### 4. Charges

The Charges for Physiotherapy in Person (including the charges for any MSK Extracorporeal Shockwave Therapy (“**ESWT**”) you have agreed to provide) and Remote Physiotherapy are set out in section 3 of your Application Form. The Charges are all inclusive (including VAT) and represent full payment from us to you. Payment for MSK ESWT Packages are not subject to Out-Patient benefit limits and where treatment is eligible Bupa will pay for these in full.

The amounts you invoice us are all inclusive of each element required to deliver the Physiotherapy (including VAT, professional fees for each Physiotherapist, recording and reporting, interpretation, consumables, equipment costs and any administrative charges). You further agree that we will only pay for Physiotherapy which constitute Eligible Treatment and which has been carried out by you in accordance with this Contract and you will not be entitled to charge Members directly in circumstances where you have breached this Contract.

Charges for ESWT Packages are fully inclusive of all fees and Sessions relating to the treatment, including all Physiotherapists' fees including, but not limited to, advice, education and exercise program for the duration of the shockwave treatment protocol. For the avoidance of doubt, the Charges will include the fees for all sessions where ESWT is delivered and you will not be entitled to charge any of those sessions as follow-up appointments. No separate charges will be made for professional or hospital/clinic fees, additional equipment, preparation, recording, written reporting, interpretation, communication with customer, consumables and equipment costs or anything else required to deliver effective treatment.

Charges are all inclusive (including VAT) and represent full payment from Bupa to the Provider.

Each Session should be tailored to meet the Member's clinical needs. We usually expect Members to receive at least 45 minutes with a Physiotherapist for an initial appointment and at least 30 minutes for any follow-up appointments. To cater for the fact that this is an expectation and not an absolute minimum, we have set the minimum Engagement Time for Remote Physiotherapy Session at 30 minutes and 20 minutes for an initial appointment and a follow up appointment respectively, to allow some flexibility. Our network fees take into account that some appointments will be shorter and some longer and that each appointment is used to treat one impairment. Appointments cannot be billed as smaller or larger units of time (e.g. 15 minutes) or as multiples of Sessions. You will not be entitled to charge for an initial Session if the first stage of Physiotherapy was provided in an in-patient setting, and you will then charge the first session that you have with the Member as a follow-up appointment.

In the event that a Member has multiple, unrelated impairments, then these should be treated separately and will require separate pre-authorisation.

If you or any of your or any Facility's employees or other administrative staff contact the Member or the Member contacts you or them for any purposes that does not constitute Eligible Treatment, such as a simple and brief call to confirm test results, provide advice or answer general queries, obtain/provide an update on the Member's health, or for administrative matters such as the scheduling of appointments or dealing with issues relating to billing of the Member's insurance claim, then this will not constitute Physiotherapy and you will not be entitled to invoice us or the Member for any such service.

You agree that the Charges will also be applied for Physiotherapy provided to Members of Non-UK Schemes.

## **5. Pre-Authorising with us**

You understand and agree that before Physiotherapy treatment occurs you must (a) ensure that the patient is a Member; (b) ensure that the Member has pre-authorised the treatment with us; and (c) 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. Bupa will not be obliged to fund any Physiotherapy performed without pre-authorisation.

Pre-authorisation will be granted for Physiotherapy in Person as a default position as it will not always be clear at the time of pre-authorisation what the setting for the Physiotherapy Sessions will be. It is your responsibility to ensure that the setting in which the Physiotherapy is provided is correct at the point of billing.

You will be entitled to reimbursement from us for the Charges where:

- a) pre-authorisation has been obtained by the Member;
- b) the Physiotherapy commences within 2 calendar months of the pre-authorisation;
- 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 will 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 ESWT Packages listed in Section 3 of your Application Form; Bupa will not pre-authorise more than one ESWT Package for the same body part in any twelve-month period. If treatment is pre-authorised for a bilateral condition, then payment will be made once. If you believe there are exceptional reasons why more than one ESWT Package for the same body part should be considered, the Member will need to pre-authorise for a further package. If you are of the view that additional Sessions will be required following the shockwave treatment protocol, you will be required to pre-authorise those Sessions separately after the shockwave treatment protocol has completed and will not seek pre-authorisation of the ESWT Package and subsequent Sessions at the same time. You may be required to provide a medical report to us to support any such further pre-authorisation (subject to Data Protection Law).

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:

- (a) your assessment of the Member's condition, including a health improvement outcome score (this is the difference between the score at the initial Session and the most recent Session); and
- (b) 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:

<https://www.bupa.co.uk/healthcare-professionals/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 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.

## **6. Invoicing process**

You agree to submit all invoices for Physiotherapy to us within 6 (six) months from the date that the relevant Physiotherapy was delivered to the Member. Invoices submitted after such period will be rejected. If this happens, you agree not to contact the Member for payment. 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 by contacting the Provider Services Team on 0345 7553333 \*.

\*lines are open 8am to 6pm Monday to Friday. Please note calls may be recorded.

Invoices must follow "Bupa's guide to billing" found on <https://www.bupa.co.uk/healthcare-professionals/billing-and-payment>.

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.

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 will 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 relevant CCSD Code and Narrative as set out in the Code Schedule, which will specify whether the Physiotherapy was Physiotherapy in Person or Remote Physiotherapy;
- (8) the name of the treating Physiotherapist;
- (9) the Sub-Speciality code for the treatment being received;
- (10) who the Member was referred by; and
- (11) 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. Remote Physiotherapy billed as Physiotherapy in Person will not be payable and will be treated as potential fraud.

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

It is a condition of this Contract and your recognition as a Bupa Recognised Physiotherapist that you will not invoice or bill Members personally for any Physiotherapy, or element of any Physiotherapy, except for the Member's excess and limits on their policy with us, and/or treatments which are not covered by the Member's policy. You agree to charge for Member's treatment in accordance with the fees you would ordinarily charge us. We will inform you of any amounts for which Members are personally liable (including excesses) in respect of your invoices in a statement that you receive when we make a payment to you.

Where the Member is to be charged directly for treatment 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 written consent to pay personally for those costs we do not cover.

In addition to excesses, many Members have limited outpatient benefits which may rapidly be eroded, requiring them to pay for consultations themselves. You must ensure that accessing care remains affordable for Members and that you are offering value for money with Physiotherapy, taking a discerning approach as to whether a consultation may be duplicative or likely to be unhelpful, or whether a Physiotherapy Session will materially increase the likelihood of outpatient diagnostics investigations or procedures being required (where they would have a materially lower likelihood if a physical examination was possible). You must be mindful of this impact on Members and consider this in your practice.

## **7. 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 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. 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.

Where other Physiotherapists are included in your Application Form, you will act as billing agent on behalf of each of those Physiotherapists and will indemnify us in full against any claim from such Physiotherapist under this Contract.

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 this Contract. You agree, at no additional cost, to assist us on reasonable request in these audit activities, including providing relevant financial records and medical notes (subject to Data Protection Law).

## **8. Quality of Physiotherapy**

You warrant that the information provided by you to us in your Application Form is, on the date that you sign this Contract, accurate and correct and will remain accurate and correct at all times. You agree to promptly notify us in writing of any changes to the information provided in your Application Form from time to time. You agree that you will and will ensure that each Facility at which you provide Physiotherapy will at all times comply with the terms of this Contract.

You agree to ensure that all Physiotherapy is provided in accordance with Good Clinical Practice.

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

You agree to:

- (a) provide to Members only that treatment you have the capability and capacity to provide safely and in a Clinically Appropriate manner;
- (b) comply with all necessary statutory or legal requirements, including as regulated by the Care Quality Commission or relevant regulatory body and any other health and safety regulations;
- (c) have a process for the investigation of adverse incidents and/or complaints of a serious clinical nature, and where the incident or complaint relates to a Member, provide the outcome of any such investigation to us;
- (d) ensure all staff employed or engaged by you and the Facility from which you practice undertake relevant learning and development in order to meet mandatory and professional development requirements for their designated roles and professional registration;
- (e) work in collaboration with us to encourage the optimum level of service to Members;
- (f) provide on request a copy of your physiotherapy graduation certificate (or if your qualification was obtained outside the UK, then written confirmation from UK HCPC confirming that the qualification is equivalent to a UK Physiotherapy Degree/Diploma);
- (g) provide on request a copy of your enhanced Disclosure and Barring Service (DBS) or equivalent Check which must be completed at least once every three years;
- (h) provide to us on request up to date documented evidence of audit reviews and professional development;
- (i) provide Members with printed or electronic information regarding their condition and treatment options; and

- (j) provide all Physiotherapy Sessions on a one-on-one basis and ensure that a Physiotherapy appointment is offered to the relevant Member within 2 working days of a request (i.e. the date of the appointment offered will be within 2 working days of the request).

You will use reasonable endeavours to ensure that 100% of Bupa Members submit patient audit and outcome data (“**PROMs**”) data. From 1 May 2022, you will request such data from each Member to which Physiotherapy is provided under this Contract using Bupa’s mandated PROMs, being Patient-Specific Functional Scale (PSFS), Visual Analogue Scale (VAS) and Global Rating of Change (GROC).

When PROMs data is collected by you, it will be in patient context, and therefore can be shared in a way that can map to the customer (membership no etc.) for example:

Bupa ID	Pre-Treatment		Post-Treatment				Treatment Outcome			
	PSFS	VAS	PSFS	VAS	GROC	PREM	Complete <5 sessions	Complete ≥ 5 sessions	Onward referral	DNA
123456	x	y	a	b	c	50		YES		

You will use reasonable endeavours to ensure that Bupa Members submit patient reported experience measures (“**PREMs**”) and will request such data from each Member to which Physiotherapy is provided under this Contract.

You may be required to capture annual patient experience ratings using NPS scores on written request from Bupa.

At the end of the first year of this Contract, we may request that you deliver the following information to us:

- (a) How many patients have completed a patient experience survey in the last 12 months?
- (b) What percentage of these were completed by Bupa patients?
- (c) What percentage of your patients have a positive experience?
- (d) What percentage of your patients is typically invited to complete a patient experience survey?
- (e) What percentage of your patients typically respond to your patient experience survey?

You agree that you are and will continue at all time to be:

- (a) a member of the Chartered Society of Physiotherapy (CSP);
- (b) fully registered with the Health Care Professions Council (HCPC);
- (c) able to demonstrate Good Clinical Practice and advanced clinical skills in your chosen speciality and in relation to each Physiotherapy Session;
- (d) an accredited member of the British Acupuncture Council (BACc) British Acupuncture Society (BMAS) or the Acupuncture Association of Chartered Physiotherapists (AACP) if you will be performing acupuncture on Members;



You agree that each Facility does and will continue at all times to:

- (a) fulfil the Core Service and Audit Standards of Physiotherapy Practice as specified by the Chartered Society of Physiotherapy;
- (b) 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;
- (c) 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;
- (d) have a named senior clinician in each of the contracted Sub-Speciality 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;
- (e) be able to provide details of clinical outcome measures (PROM's) of improvements and patient satisfaction as stipulated in Paragraph 9;
- (f) be able to provide details of complaints (clinical and non-clinical);
- (g) where there is more than one Physiotherapist included in your Application Form, ensure that 100% of the Physiotherapists practicing at that Facility have their notes audited on an annual basis in line with local clinical notes audit policies;
- (h) be able to provide an annual patient experience rating as stipulated in Paragraph 9;
- (i) be able to provide details of Members who have experienced a safety incident related to your treatment;
- (j) be able to provide treatment start and end dates, number of Sessions and discharge data by condition; and
- (k) 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.

For the avoidance of doubt, where you are the sole Physiotherapist included within your Application Form, the requirements set out in sub-paragraphs (b) to (d) above will need to be satisfied by you.

If at any time you or a Facility ceases to comply with any of the quality standards above, you agree to inform us as soon as possible.

You must comply with the requirements set out in the Quality Standards attached to this Contract.

## **9. Key Performance Indicators**

You will collect the quality and service key performance indicators (KPIs) set out below for all Members who have attended a Physiotherapy Session carried out by a Physiotherapist. 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 will include the following information:

Indicator	KPI
Average wait time for appointment	The average wait time between referral of the Member to you for outpatient treatment and appointment date for the last 12 months prior to the report date.
Clinical Notes Audit	Where there is more than one Physiotherapist included in your Application Form, the % of Physiotherapists whose notes have been audited by you on an annual basis.
Appointment Outcomes (destination at discharge)*	<p>If Sessional Average is above the required 5.5, we reserve the right to collect additional information regarding confirmation of outcome at discharge, which should include the following:</p> <ul style="list-style-type: none"> <li>• Treatment completed within target – X number</li> <li>• Treatment completed outside target – X number</li> <li>• Treatment not completed/above because of: <ul style="list-style-type: none"> <li>○ onward referral</li> <li>○ patient DNA</li> <li>○ complex surgery</li> </ul> </li> </ul>
Outcome or Health Impact (PROMS)	<p>% of patients completing both pre-treatment and post-treatment PROMs when the outcome is 'treatment completed'.</p> <p>Should the above required percentage be less than 100%, please provide reasoning.</p> <p>Average unadjusted pre-treatment score and average unadjusted post-treatment score.</p> <p>From 1 May 2022, Bupa's mandated PROMs are Patient-Specific Functional Scale (PSFS), Visual Analogue Scale (VAS) and Global Rating of Change (GROC) as a minimum.</p>
Patient experience	Annual patient experience, with our preferred

	rating system being NPS scores.
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Other than where you receive express consent from us, you will maintain a Sessional Average of at or below 5.5 Sessions per Course of Treatment for all Physiotherapy. This will be measured as an average across all Physiotherapy delivered by all Physiotherapists (whether at a Facility or in a Remote Setting) for each 12 month period during this Contract. Any deviation above this range will require you to provide reasonable evidence that supports the need for this increased activity. We acknowledge that a Facility may from time to time treat a higher proportion of exceptional cases and will consider all relevant evidence that supports a clinical need for a higher Sessional Average.

You acknowledge that failure to provide evidence that supports a Sessional Average above 5.5 will constitute a material breach and may result in Bupa terminating this Contract or re-negotiating the Charges.

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 as a Bupa Recognised Physiotherapy Provider may be temporarily suspended while investigations are carried out and you will be required to submit an action plan to address failings in order for recognition to be reinstated.

Bupa reserve the right to promote or guide members to network facilities based on an evaluation of the KPI data or where Bupa data indicates the overall average episode cost of treatment at a particular provider offers the Member best value for the services they require.

## 10. 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 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), 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 will be referred back to Bupa for an open referral and onward referral to a Bupa recognised consultant (where clinically appropriate).

## 11. Insurance

You agree to arrange and maintain at your own expense at all times during the term of this Contract 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 for 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 for any one claim and £10,000,000 in total for any 12 month period of insurance;
- (c) Medical Defense Organisation Indemnity cover; and

(d) 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.

## 12. Termination

You may end your status as a Bupa Recognised Physiotherapist at any time by providing us with 30 days' notice in writing that you wish to terminate this Contract. We may also either remove your and all Physiotherapists' status as a Bupa Recognised Physiotherapist, or remove an individual Facility or request the removal of an individual Physiotherapist, as appropriate, from inclusion in this Contract at any time by providing you with 30 days' notice in writing that you are no longer a Bupa Recognised Physiotherapist. For the avoidance of doubt, we will be able to exercise these termination rights for any reason whatsoever, including where

- (a) a material part of the Physiotherapy offered is removed or closes;
- (b) you treat less than 10 Members over any 12 month period (exceptions may be made if there is a service need in the local area for the specialties you deliver);
- (c) you or a Facility ceases to hold or obtain any required licences, approvals, authorisations or consents which result in you or the Facility being unable to provide a substantial proportion of the Physiotherapy;
- (d) you fail to remedy within any reasonable period specified by us any material non-compliance with the quality standards or fail to provide the information required or is in breach of any other term of this Contract;
- (e) you fail to meet any of the KPI data specified in Paragraph 9;
- (f) you fail to meet the Sessional Average or comply with the medical review process set out in Paragraph 5;
- (g) you or 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); or
- (h) you do anything which will cause damage to the reputation of Bupa.

Where we feel that there are issues of safety regarding the treatment of Members, or indications of fraud, or where a Change of Control occurs, we may end this Contract and/or your Bupa Recognition immediately on the provision of notice, or suspend it or apply additional conditions if we feel that this is appropriate. You agree that, in return for the support of your practice and referrals to our Members, you will maintain a professional relationship with our Members and will not disparage Bupa in any way.

If your status as a Bupa Recognised Physiotherapist ends, this Contract will immediately cease and you and each Physiotherapist will no longer be entitled to provide Physiotherapy Services to Members.

If a Member is receiving treatment on the date your recognition ends or is suspended, you agree you will, at our election, either: (1) continue to provide such treatment as is in the best interests of the Member, until the earlier of completion of the Member's treatment or the Member's safe transfer to another Bupa recognised consultant of their choice; or (2) notify us and stop treating the Member immediately and arrange the safe transfer of the Member to another suitable Bupa recognised consultant of their choice. If the former, you will be entitled to invoice us for that treatment (subject to this Contract).

## 13. Anti-bribery and corruption

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

For the avoidance of doubt, nothing in this Contract 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).

#### **14. Confidentiality**

We both agree that neither of us will at any time after the commencement of this Contract, divulge or communicate to any person (including any other Physiotherapist), 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 will use its reasonable endeavours to prevent the publication or disclosure of any such confidential information. For the avoidance of doubt confidential information will include personal details of Members, but will 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 Law. You will ensure that you comply with all relevant legislation relating to the confidentiality of information held about Members. In particular, you will comply with the Data Protection Law.

#### **15. Data Protection and Security**

You agree to 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.

You agree not to perform your obligations under this Contract in such a way as to result in Bupa breaching its obligations under Data Protection Law.

From time to time we may ask you to disclose Member Data to us to exercise our rights under this Contract and so we can manage claims made by Members and administer our schemes. You agree, at no additional cost, to provide cooperation and assistance to us as we may reasonably require to enable us to comply with our obligations under Data Protection Law including but not limited to: (i) individual rights; (ii) data security; (iii) data protection impact assessments; and (iv) investigating any complaint raised by a Member and/or clinical incident.

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

- (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 5, you must ensure that you have a lawful basis for disclosing any Member Data to us in accordance with Data Protection Law.

You agree to:

- (a) implement and maintain appropriate technical and organisational measures (including, but not limited to, encryption and password protection), when transferring and/or Processing Member Data, to preserve the confidentiality, integrity, availability and resilience of the Member Data and prevent any unlawful Processing or disclosure or damage, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Members.
- (b) confirm the identity of the call recipient and ensure that it is the Member with whom the appointment has been made before beginning a consultation or disclosing any personal or confidential information, including Member Data;
- (c) ensure Members are made aware of any clinical, privacy or security risks when agreeing to Remote Physiotherapy instead of Physiotherapy in Person. Neither you nor the Member should take any steps that would result in the Remote Physiotherapy Consultation being recorded without obtaining permission from the other party involved in the Remote Physiotherapy; and
- (d) inform us in writing within 24 hours of you becoming aware of, or reasonably suspecting that there has been, any actual, alleged, or potential security breach leading to accidental or unlawful loss, destruction, compromise, damage, alteration, theft or unauthorised disclosure of Member Data, with a description of: (i) the nature of the actual or suspected breach, including the volume and type of Member Data affected and the categories and approximate number of Members concerned; (ii) the likely consequences of the actual or suspected breach; and (iii) the measures taken or proposed to be taken to address the actual or suspected breach including, where appropriate, measures to mitigate its possible adverse effects.

## 16. 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 Provider Management Team on 0345 6004078 or to raise your concerns by sending an email to [physiotherapy@bupa.com](mailto:physiotherapy@bupa.com).

## 17. General

In the event of a conflict between the terms of this Contract and the terms of your Application Form, the terms of your Application Form will take precedence.

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).

The provisions of this Contract confer benefits on members of the Bupa Group other than Bupa (including members of the Bupa Group administering Bupa Health Trust Arrangements) (each a “**Third Party**”) and are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the preceding, this Contract may be varied in any way and at any time without the consent of any Third Party. Save as provided for in this Paragraph, no person who is not a party to this Contract will be capable of enforcing any term or condition of this Contract by virtue of the Contracts (Rights of Third Parties) Act 1999.

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.



## DEFINITIONS SCHEDULE

**Application Form:** means the response provided by you using the online submission form and, if applicable, the extension form (where you will be required to list all Physiotherapists in your group) for consideration by Bupa as a Bupa Recognised Physiotherapy Provider.

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

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

**Change of Control:** means a person acquiring directly or indirectly Control of the entity signing this Contract or any of its subsidiaries or holding companies (if applicable), a sale of a Facility, 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 your Application Form. Such prices are fully inclusive of all charges and no other charges or fees will apply for the Physiotherapy.

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

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

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

**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 will 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 a consultant to either: successful completion of treatment and discharge/completion letter to referring consultant; or referral back to the consultant for further investigation.

**Data Protection Law:** means:

- (a) all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended;
- (b) any other European Union legislation relating to personal data;
- (c) all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and

- (d) the guidance and codes of practice issued by the relevant data protection or supervisory authority applicable to a Party,

and references to “**Data Controller/Controller**”, “**Data Subject**”, “**Personal Data**”, “**Process**”, “**Processed**”, “**Processing**”, “**Data Processor/Processor**”, and “**Supervisory Authority**” will have the meanings set out in, and will be interpreted in accordance with the Data Protection Law.

**Eligible Treatment:** means treatment provided to Members that is: (1) covered by the Member’s policy; (2) performed by a Physiotherapist recognised by us for that treatment; and (3) performed at a Facility recognised by us for that treatment or remotely where Remote Physiotherapy is recognised by us under this Contract.

**Engagement Time:** means the total duration of a Remote Session between the Physiotherapist and the Member, not including time spent by anyone who is not the Physiotherapist; or speaking to anyone who is not the Member; or in arranging the Remote Session.

**Facility:** means the facility(ies) or location(s) set out on Page 1 of your Application Form.

**Good Clinical Practice:** means delivering Physiotherapy services in line with best practice 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 clinical services provider providing clinical services the same or similar to the Physiotherapy at the time that Physiotherapy is provided. This should include, but not be restricted to, Health and Care Professions Council (HCPC) Professional Standards and guidelines issued by the GMC or the equivalent regulatory body, including "Good Medical Practice" and any guidance on Remote Physiotherapy.

**Lead Physiotherapist:** means a Physiotherapist 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: 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 or arrangement administered by a member of the Bupa Group; or an individual who benefits under a rehabilitation arrangement with a member of the Bupa Group.

**Narrative:** means the relevant narrative for the Physiotherapy CCSD Code as set out in your Application Form.

**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” will be construed accordingly.

**Physiotherapist:** means you and each physiotherapist included in your Application Form.

**Physiotherapy:** means the physiotherapy services and all Sub-Specialties set out in section 3 of your Application Form provided to Members whether through Physiotherapy in Person or Remote Physiotherapy from the first point of contact with a Physiotherapist to arrange an appointment to the point when treatment ends.

**Physiotherapy in Person:** means a face to face Session which constitutes Eligible Treatment, which is carried out by a Physiotherapist in person.

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

**Remote Physiotherapy:** means a Session in a Remote Setting which constitutes Eligible Treatment, which is carried out by a Physiotherapist using video instead of Physiotherapy in Person.

**Remote Setting:** means any setting outside of a Facility where the Member receiving Physiotherapy is in a different location to the Physiotherapist providing the relevant Physiotherapy.

**Rules:** means the rules and benefits applying to the relevant Member's policy and which set out the circumstances in which we will pay for Eligible Treatment.

**Session:** means each period of treatment provided by the Physiotherapist either at a Facility or in a Remote Setting, comprising either an 'Initial' Session or a 'Follow Up' Session.

**Sessional Average:** means the average number of Sessions delivered during a Course of Treatment, for each Sub-Speciality.

**Sub-Speciality:** means the specific type of Physiotherapy under this Contract falling into one of the categories set out in your Application Form and for which there is a procedure code, for example musculoskeletal physiotherapy or hydrotherapy.

## QUALITY STANDARDS FOR REMOTE PHYSIOTHERAPY

### *Technical standards*

Where the Physiotherapy Session is being conducted through a video platform, the video conferencing (VC) software you use for delivering Remote Physiotherapy needs to comply with the best practice as set out below. It should offer at a minimum:

- access control and authentication and be able to limit access to the consultation to an identified individual (e.g. the Member) unless the Member requests otherwise and understands the implications;
- encryption of video stream which ensures that the software will not allow others to see the information being shared between you and the Member;
- direct connection between end-users – you and the Member should use software on your respective devices (known as peer to peer) to connect directly, instead of hosting the session online using a third party, who is likely to record the conversation; and
- no retention of stream data (audio, video or both) – the VC software provider should not record the data, and neither should you or the Member unless fully informed consent is given by both at the outset of the Remote Session. Where you retain any stream data you must do so in compliance with all applicable laws and regulation.

You will ensure that any VC software used by you in the provision of Remote Physiotherapy (i) meets all the requirements set out above and is suitable to carry out Remote Physiotherapy; and (ii) is used together with the measures below. These measures should be taken to provide further assurance that an appropriate level of security is in place for Remote Physiotherapy:

- if a wireless (Wi-Fi) network is being used for the connection, you will ensure that it is a minimum of WPA-2 security by checking 'properties' in the device's Wi-Fi options. This applies to both you and the Member;
- public pay-as-you-go services (such as those found in coffee shops) and open public Wi-Fi networks (such as those available at train stations) should not be used. Ideally the Member should be using a broadband connection in their own home;
- both recipient and originating devices should be password protected or otherwise capable of being locked so that the user can access the device and make a connection using a unique identity that is not shared with any other individual. This applies to you and the Member;
- if the Member is using a device shared with other members of their family, they may wish to create a unique personal login for the device, a unique user identity for the VC software, or both;
- your device should be password protected, data encrypted and adhere to NHS Information Governance standards for the protection of patient medical information. For more information please visit: [www.hscic.gov.uk](http://www.hscic.gov.uk);
- for security purposes, devices used for VC consultations should be protected by up-to-date anti-virus and anti-malware software; and
- some VC software offers the option of text chat or instant messaging. This option should be avoided as part of the Remote Physiotherapy as text conversation may well be stored either locally or remotely and third parties may be able to access it.

### *Physical location*

You agree to:

- ensure that both you and the Member are physically located within the United Kingdom;
- ask the Member where they are located so that you are able to call emergency services if needed;
- ensure that the Remote Physiotherapy is conducted in a location that would be appropriate for Physiotherapy in Person i.e. quiet and with adequate privacy;
- ensure that the Remote Session is initiated at a pre-arranged time;
- have arrangements in place should the connection be slow, interrupted or lost during a Remote Session;
- check that light levels are sufficient so that both you and the Member's video images are clear. Rooms used for Remote Sessions should be well lit with no direct sunlight or exposed lighting behind the subjects; and
- use appropriate equipment that can normally be relied upon for maintaining audio connection and confidentiality (both when speaking and listening), such as a headset with earphones and an integrated microphone.