



Terms for Bupa Recognised Orthoptists and Optometrists

This document, together with the other documents referred to in it, contain the terms of your agreement with Bupa. The agreement is between you, the person named in your Application Form, and Bupa Insurance Services Limited (“we”, “our” and “us”). It sets out clearly what we ask you to do and what we will do for you. A list of definitions can be found in the ‘Defined Terms’ section at the end of this document.

1. Basis of Recognition as a Bupa Recognised Orthoptist or Optometrist

Your relationship with Bupa is important to us and we agree to recognise you as a Bupa Recognised Orthoptist or Optometrist on the basis of and to the extent set out in your Application Form and these terms. In return, you agree that any agreements you may have with a Member are subject to these terms. You also agree to notify us immediately of: any change to the information you have provided or confirmed in your Application Form; any legal or threatened disciplinary action against you in connection with your profession; any criminal convictions; or any dismissal from any employment or voluntary work. Thank you for your understanding on these points which are designed to ensure that we have our Members’ interests at the heart of our provider recognition.

2. Clinical Standards

We understand that clinical quality will be at the heart of the care you deliver to our Members. In support of this, you agree to deliver all Services in accordance with the Clinical Standards. These standards simply reflect existing standards set by applicable regulatory and professional bodies. The latest version may be found on Providers Online at any time. You may also obtain a copy of these standards by emailing us at: ProvMgtConsultants@bupa.com† or by calling our Clinician Contracting Team on: 0345 600 5961*. A copy of the current standards is provided in Schedule 1 for your information only. Only those standards appropriate to your speciality will be applicable, should a standard not be supported by the professional codes of good practice applicable to your speciality you will be exempt from meeting the standard.

3. Services

This section relates to the expectations of our Members in relation to the service provided, and we are asking you to sign up to the minima as described below.

Where practically possible, you agree to provide out-patient appointments to Members within a maximum of 10 working days from request by the Member, and you agree to ensure that diagnostic tests are completed and reported in a timely manner.

You agree to ensure that someone can be contacted to arrange appointments for you within the normal weekday working hours of 9 am and 5.30 pm and to ensure that an ‘out of hours’ answer phone service is provided for Members calling at a time when no one is available to take calls in person. You further agree that Members leaving a message with this service will receive a call back within 24 hours, such time period to be measured across Monday to Friday only.

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

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

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

4. Referrals

You agree to deliver the Services to Members in a Suitable Setting and to ensure that any referrals or recommendations to other service providers, which must be made in agreement with the Member's Consultant/GP, are made to Bupa recognised providers and facilities covered by the Member's policy. Exceptions 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 Consultant/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 Consultants/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 Orthoptic or Optometry treatment will not be effective in treating the Member's symptoms, and you believe that surgery may be required, then Members shall be referred back to their Consultant/GP for an open referral and onward referral to a Bupa Recognised consultant (where clinically appropriate).

5. Charging Members Personally

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

It is a condition of this agreement that you will not invoice or bill Members personally for any assessments, treatment or diagnostic procedure covered by their policies, except for the Member's excess on their policy with us, and/or treatments which are not covered by the Member's policy. You agree to charge for Members treatment in accordance with the fees in Section 6 of this agreement, for which we will reimburse you in accordance with this agreement. 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 treatments not covered by their policy, you agree that, in advance of that treatment, you will have:

- informed the Member that they are responsible for any treatment not covered by us;
- informed the Member of the likely cost of the treatment; and
- obtained the Member's consent to pay personally for those costs we do not cover.

6. Fees

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

We agree to reimburse you for up to any 2 Assessments in total with a Member. You should note that, as referred to above, we will only pay fees for Eligible Treatment. We would therefore strongly recommend that you request Members to obtain a pre-authorisation from Bupa, and ask them for their Bupa pre-authorisation number, prior to providing treatment.

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If you wish to deliver more than 2 Assessments to a Member, you agree that, prior to delivering any additional Assessments, you will contact our Eyecare team on 0845 600 7267 with your assessment of the Member's condition together with a clear treatment plan (this may be provided either by you or the Member), and obtain confirmation from us of the number of additional Assessments we will fund. Where you then wish to deliver additional Assessments beyond those we have confirmed we will fund, you agree to repeat this process. You agree to follow the process in Clause 5 above before charging any Members personally for additional Assessments.

Charges for any tests are fully inclusive of all recording and reporting, interpretation, consumables and equipment costs where applicable.

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

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

7. Invoicing Us

We would like to pay your invoices promptly and the paragraphs below set out how this will work.

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

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

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

8. Payment of Your Invoices

We will pay invoices submitted in accordance with this agreement directly by BACS to the bank account you have nominated to us in your Application Form for that purpose no later than 7 days following the invoice being cleared by us for payment. We may occasionally and in exceptional circumstances agree to pay you by cheque.

In exceptional circumstances you may need to contact us in relation to unpaid invoiced payments. We ask that you do not follow up invoices until 45 days from invoice date in order to allow time for claim processing to complete. 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).

9. Financial Standards

All services must be provided in accordance with the Financial Standards published on Providers Online. Failure to follow the Financial Standards may lead to the suspension or termination of your Bupa recognition and recovery of amounts overpaid. This is rare and we hope will not be applicable to our relationship with you.

10. Information Provision

We would like to promote your practice on our websites. You therefore agree that the following information can be listed on our websites: your name and qualifications; the type of treatment you deliver; the facilities where you practice (private and NHS); and your professional contact details, such as practice address, professional telephone number, professional email address and/or website. All Bupa network providers should regularly update their Bupa Profile on Finder using the edit function on their profile page. You agree that all the information added and amended using the 'edit' function can be made available outside of Bupa (unless marked otherwise within the 'edit' pages).

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

- the average wait time between referral and appointment for Members for the last 6 months;
- details of actions taken in response to patient feedback which you receive directly and from us;
- the % of referrals to you from private consultants over the past 6 months;
- the % of Members referred back to a GP or consultant for onward referral to another clinical specialist over the past 6 months; and
- the number of total patient complaints in the last 6 months (total patient complaints not just Member complaints).

You agree that, where these exist for your specialty, you shall enter details for the treatment of Members under this agreement in Bupa's registries and applicable national databases, reflecting a commitment to the improvement of quality and best practice. A full list of the applicable registries can be found on Providers Online.

11. Ending Your Recognition

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

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

If a Member is receiving treatment on the date this agreement ends or is suspended, you agree you will, at our election, either: (1) continue to provide such treatment as is in the best interests of the Member, until the earlier of completion of the Member's treatment (which shall be up to 3 months of treatment or longer if required by the Member) or the Member's safe transfer to another Bupa recognised provider of their choice; or (2) notify us and stop treating the Member immediately and arrange the safe transfer of the Member to another suitable Bupa recognised provider of their choice. If the former, you shall be entitled to invoice us for that treatment on the basis of these terms.

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12. Insurance

You agree to hold professional indemnity insurance from an established organisation for an amount as required by Bupa from time to time. The amount will be in line with the figure required by your Relevant Regulatory or Representative Body. As at September 2013 it is a minimum of £5,000,000 per annum. We will notify you if this changes.

13. Data Protection

You must comply with all applicable obligations in respect of any Personal Data relating to a Member (“**Member Data**”) imposed by, or made under, Data Protection Law, for so long as you process any such Member Data.

From time to time we may ask you to disclose Member Data to us to exercise our rights under this agreement and so we can manage claims made by Members and administer our schemes.

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

- (a) notify us of this fact as soon as reasonably practicable, in no event later than 7 days, giving details of the reason(s) why you believe a disclosure would cause you to be in breach of Data Protection Law; and
- (b) use all reasonable endeavours, having regard to the purpose of any request for Member Data, to give us sufficient information to achieve that purpose, including (but not limited) to taking measures to obtain Member’s consent where required, redacting Member Data to the minimum extent possible to achieve compliance with the Data Protection Law to facilitate the request made by us and/or providing alternative or additional information suited to achieving the purpose).

For the purposes of this paragraph 13 you must ensure that you have a lawful basis for disclosing any Member Data to us in accordance with Data Protection Law.

14. Disputes

Very occasionally, disagreements can occur. The process for resolution is covered here.

If there is any disagreement between us, in the first instance, you agree to discuss the dispute with the Bupa Provider Management Team on 0845 600 5961* or to raise your concerns by sending an email to ProvMgtConsultants@bupa.com†. If you are unable to resolve your dispute within 10 business days of it being referred to the Bupa Provider Management Team, you may refer it to the Head of Healthcare Partnerships so that (s)he may address the dispute directly or through another authorised Bupa colleague.

15. General

The provisions of Clause 2 (Clinical Standards), Clause 3 (Services), Clause 9 (Financial Standards) and Clause 10 (Information Provision) may need to evolve over time to reflect Bupa’s changing customer proposition. We do therefore reserve the right to make changes to these clauses on written notice to you at the last address you have provided to us for communication. The changes will take effect 30 days after the date on which we post the details of any change to you. If you feel that you are unable to accept these changes, then you may exercise your right of termination under Clause 11. Please note that these terms are governed by English law and represent the whole and only agreement between us relating to the subject matter of these terms, and supersede and extinguish any prior agreement between us (including any previous terms under which you may have received Bupa recognition).

16. Providers Online

If you complete the account registration as a ‘Super User’ for external access to a Bupa provider record using the Providers Online facility, you are fully accountable for the security of your username and password, and those of any ‘Delegate User’ accounts you assign. You are responsible for any Super

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User or Delegate User activity that occurs under the account and it is your responsibility to ensure any Delegate Users who no longer work for you are immediately removed from the user list. You must also inform Bupa of any suspected or actual occurrences of inappropriate use or unauthorised access to your Providers Online account. It is important you are aware Bupa cannot accept liability for any financial loss or damage arising from a failure to comply with these terms.

As the Super User of this account you will be able to: create an invoice; find invoices; pre-authorisations and statements; update your contact details; view and update bank details and view the other users for this account. If you would like to give members of your team access to your account you can add them as Delegate Users and you can administer the access they have.

Defined Terms

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

“Assessment” means a period of continuous treatment. The length of an Assessment will be at the discretion of the clinician and funding will not exceed the rates agreed in your contract. An ‘Assessment includes any assessment required, and the provision of information to us in order to take a decision on the Member’s future eligibility (the type of information will be discussed with you at the time).

“Best Practice” means using standards, practices, methods and procedures conforming to the law and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced services provider providing clinical services the same or similar to those provided to Members. In support of this, where available you agree to provide all treatment in accordance with the evidence based Bupa published care pathways provided to you at the time of treatment.

“Bupa Recognised Orthoptists or Optometrists” means a provider recognised by Bupa to deliver services to Members on the terms of this agreement and “Bupa recognition” shall be construed accordingly.

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

“Clinical Standards” mean the clinical standards we publish on Providers Online. We will notify you of any changes to these standards on 30 days written notice to the email address you gave us in your Application Form. The changes will take effect 30 days after the date on which we send the details of the changes to you.

“Data Protection Law” means the following legislation to the extent applicable from time to time: (a) national laws implementing the Data Protection Directive (95/46/EC) and the Directive on Privacy and Electronic Communications (2002/58/EC); (b) the General Data Protection Regulation (2016/679) and any national law issued under that Regulation; and (c) any other similar national privacy law.

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

“Financial Standards” mean the standards we publish on Providers Online. We will notify you of any changes to these standards on 30 days written notice to the email address you gave us in your Application Form. The changes will take effect 30 days after the date on which we send the details of the changes to you.

“Member” means an individual covered by a health insurance contract underwritten by a member of the Bupa Group; an individual who is a beneficiary under a Bupa health trust arrangement; an individual who is a beneficiary of a scheme administered by a member of the Bupa Group; or an individual who benefits under a rehabilitation arrangement with Bupa.

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“Relevant Regulatory or Representative Body” means the appropriate regulatory body or representative body with responsibility for Orthoptists or Optometrists. For Orthoptics this is currently The Health Care Professions Council HCPC and The British and Irish Orthoptic Society. For Optometrists this is currently The Optical Council and the College of Optometry.

“Services” means the Orthoptic or Optometry treatment listed in this Agreement and/or your Application Form.

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

“we”, “our”, or “us” mean Bupa Insurance Services Limited.

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

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

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

Schedule 1 Clinical Standards

A. General Standards

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

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

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

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

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You agree to ensure that where you are to provide treatment to a Member involving new or emerging techniques, or where you are to supervise the administration of any new therapies, that before doing so you have undertaken all the training necessary to perform such treatment in accordance with any requirements of your Relevant Regulatory or Representative Body. Where these techniques do not have an existing code set out in your agreement with us, you agree to contact the Bupa Clinician Contracting Team on 03456 00 54 22* for authorisation before this treatment commences.

B. Specific Standards

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

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

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

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

- that you are in compliance with any governance requirements in place at the setting where the treatment is delivered (if applicable);
- that you participate in the required number of activities to satisfy any relevant formal continuous professional development requirements as indicated by your Relevant Regulatory or Representative Body;
- your compliance against any care pathways, KPIs or quality standards which Bupa may notify you of time to time. This may involve providing clinical outcome data or patient records (where permitted);
- that any place where treatment is delivered to Members has robust incident reporting and management systems, which are regularly reviewed to ensure optimal patient safety; and
- that you have facilities to store client records in a safe and secure environment for a minimum of eight years.

Schedule 2

Financial Standards

A. General Standards

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

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

- invoicing for procedures that you have not performed;
- using separate codes for a single procedure (double charging);
- invoicing multiple codes where one of those codes includes the other (unbundling – please see further guidance below);
- using codes that do not represent the procedure performed;

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- exaggerating the complexity of procedures performed;
- misrepresenting the medical history of a patient;
- misappropriating funds;
- referring patients as a matter of policy to a facility in which you have an interest, where this may not be in the best interests of the Member; or
- omitting material facts or deliberately misleading us.

B. Guidance on Unbundling

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

C. Referrals to Connected Facilities

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

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

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

D. Anti-bribery and corruption

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

For the avoidance of doubt, nothing in this Agreement obliges either Party to perform any action (including but not limited to paying any claim or providing any benefit or services) to the extent it would cause us to breach any trade or economic sanctions, laws or regulations of any jurisdiction to which that Party is subject (which may include without limitation those of the European Union, the United Kingdom and/or the United States of America)

You represent to Bupa that, to the best of your knowledge and belief, neither you nor any of your Associated Parties has at any time:

- been found by a court in any jurisdiction to have engaged in any Corrupt Act (or similar conduct);
- admitted to having engaged in any Corrupt Act (or similar conduct); or

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- been investigated or been suspected in any jurisdiction of having engaged in any Corrupt Act (or similar conduct).

You agree to provide any such information as Bupa may reasonably require by notice in writing in order to monitor your compliance with its obligations under this Section D, and to notify Bupa immediately in writing if, at any time, you become aware that any of the representations set out in this Section Dare no longer correct.