

Terms of recognition as a recognised Therapist with VitalityHealth

Updated 31 May 2023

Summary of our Terms of Recognition

This document outlines our terms of recognition for therapists recognised by VitalityHealth which we have developed in the interests of assuring quality and value for our members.

By applying to become, and to continue working as, a Recognised Therapist, you accept the terms contained in this document.

Definitions

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

Member

Means the person that you provide healthcare services to.

Us/Our/We

Means Vitality Corporate Services Limited, trading as VitalityHealth.

You/Your

Means the therapist who provides healthcare services to members.

Recognised Therapist

Means the healthcare professional who is recognised by VitalityHealth.

Recognised Consultant

Means consultants recognised by VitalityHealth.

1. The Terms of Recognition address the following areas:

Who will be considered for Recognition by VitalityHealth:

We are pleased to consider recognition of approved types of therapists whose name appears on any register where it is legally or reasonably required to do so, such as the HCPC register, and other recognised bodies as listed in section 4 of this document.

Our expectations on how you work with us:

What private medical insurance covers:

We expect you to have a working understanding of the key features of private medical insurance, what this covers, and the options that patients have if the treatment is not covered under their private medical insurance.

How we set our fees:

We set fees which we believe are both reasonable and customary, offering our members value for money. As we provide full refund plans, recognition will not be progressed if your fees are higher than our published maxima. Please refer to our published fees:

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We expect you to be aware of claims, billing, and invoicing rules which we apply and are set out in this document. These include guidelines for billing for combinations of sessions on the same day. We expect you to behave reasonably and fairly when charging us.

How you claim:

We expect all therapists to submit invoices which meet all our invoicing and coding standards and provide sufficient information for us to understand the care that has been provided. We expect you to undertake electronic billing using the Healthcode service, our current billing form vitality.co.uk/healthcare-providers/i-am-a-therapist/or via any other mode of electronic invoice submission that VitalityHealth may agree in the future. We will not process invoices submitted in any other form. We expect you to adhere to good financial practice guidelines and to be honest, direct and candid in explaining what treatment has been provided, and how.

When you wish to stop private practice:

We provide advice on how to contact us if you wish to end your relationship with VitalityHealth as a Recognised Therapist. We expect consideration to be given to any members you are treating and for adequate plans to be put in place for the transition of their care to another Recognised Therapist.

If you are not an active therapist with us:

By 'active' we mean we receive treatment requests or invoices from you at least once every 24 months. If this does not happen, your recognition status will lapse and you will need to reapply with us if you still wish to be recognised. This ensures that our database remains relevant and up to date.

How we manage disputes:

We are pleased to enter into positive and productive relationships with the majority of our therapists who we work with. Where there are disputes, we will work to help both sides understand each other.

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

2. Member plans

If you wish to be paid by VitalityHealth for services provided as a healthcare professional, you must be recognised by us. The terms and conditions of member plans stipulate that treatment must be undertaken by

therapists who are recognised by VitalityHealth for benefit purposes, otherwise any claim (and the associated costs) made by the member will be ineligible for payment under the terms of their plan.

3. Who will be considered for recognition by VitalityHealth

To be considered for recognition you must meet the following criteria and accept our Recognition Declaration set out in section 5 of this document, which you will be

deemed to have accepted on the provision of services to our members.

4. Criteria to become a VitalityHealth Recognised Therapist

We rely on the honesty and candour of therapists to share information where they may not meet our criteria and will hold therapists individually liable if any misleading or inaccurate information is provided as part of their application for recognition. We reserve the right to reject your application or remove your recognition if it is found that this is the case.

Physiotherapist

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

Dietician/Clinical Scientist/Orthoptist/Podiatrist/ Occupational Therapist/Speech therapist/Audiologist

- Holding unblemished registration with the HCPC and who meets their training, professional skills, behaviour and health standards.
- Has had a minimum of two years full time equivalent post-qualification in independent practice.
- Does not hold any current or recent professional body admonishments or cautions, has no history of any impairment of fitness to practice, and has neither been suspended nor had their registration removed from any professional body.

- Has current indemnity insurance up to the amount advised by their professional or regulatory body.
- Has no major concerns raised about their practice which may cause concern to VitalityHealth or VitalityHealth members.
- Agrees to only charge VitalityHealth where a Recognised Consultant has referred members to you for eligible treatment, and where pre-authorisation has been obtained.

Osteopath/Chiropractor

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

Acupuncturist/Homeopath

 Holding unblemished registration with the British Acupuncture Council or Alliance of registered Homeopaths or Faculty of Homeopaths or Society of Homeopaths register, and who meets their training, professional skills, behaviour and health standards.

- Has a minimum of two years full time equivalent postqualification in independent practice.
- Does not hold any current or recent professional body admonishments or cautions, has no history of any impairment of fitness to practice, and has neither been suspended nor had their registration removed from any professional body.
- Has current indemnity insurance up to the amount advised by their professional or regulatory body.
- Has no major concerns raised about their practice which may cause concern to VitalityHealth or VitalityHealth members.
- Agrees to only charge VitalityHealth where preauthorisation has been obtained from VitalityHealth.

Psychologist

- Holding unblemished registration with the HCPC and who meets their training, professional skills, behaviour and health standards.
- Has a minimum of two years full time equivalent postqualification in independent practice.
- Does not hold any current or recent professional body admonishments or cautions, has no history of any impairment of fitness to practice, and has neither been suspended nor had their registration removed from any professional body.
- Has current indemnity insurance up to the amount advised by their professional or regulatory body.
- Has no major concerns raised about their practice which may cause concern to VitalityHealth or VitalityHealth members.

 Whose eligible treatment of VitalityHealth members is on the referral of a Recognised Consultant Psychiatrist or by a GP and where pre-authorisation has been obtained from VitalityHealth.

Psychotherapist/Cognitive Behaviour Therapist

- Holding unblemished registration with the British Association for Counselling and Psychology (BACP), or UK Council for Psychotherapy (UKCP) or British Psychoanalytic Council (BPC) or British Association for Behavioural and Cognitive Psychotherapies (BABCP) or National Counselling Society (NCS) and who meets their training, professional skills, behaviour and health standards.
- Who holds an enhanced Disclosure and Barring Service (DBS) certificate (UK, Wales and Channel Islands), an Access NI enhanced certificate (Northern Ireland), or a Disclosure Scotland enhanced disclosure that was completed within three years.
- Has a minimum of two years full time equivalent postqualification in independent practice.
- Does not hold any current or recent professional body admonishments or cautions, has no history of any impairment of fitness to practice, and has neither been suspended nor had their registration removed from any professional body.
- Who has no major concerns raised about their practice which may cause concern to VitalityHealth or VitalityHealth members.
- Whose treatment of VitalityHealth members is on the referral of a Recognised Consultant Psychiatrist and agrees to only charge VitalityHealth where pre-authorisation has been obtained from VitalityHealth.

5. The Recognition Declaration

- i. I have read and accept the full Terms of Recognition set out in this document, and consider that they are reasonable, and confirm that I meet the criteria to become a Recognised Therapist of VitalityHealth as outlined above.
- ii. I agree to register on the Private Practice Register (PPR) powered by Healthcode, where I will self-verify all of my clinical and business details; including bank information.
- **iii.** I will ensure that all of the information submitted to PPR is, true, accurate, and remains up-to-date.
- iv. If at any time my details change, I will amend this information via the PPR. I take sole responsibility for ensuring this information is correct, and I am aware that Vitality will use the information I provide on this register.
- v. I understand that Vitality are not liable and will have no liability to any person if the details provided via PPR are incorrect at any point, including errors made in payments or communications where the details I have provided have been used.
- vi. I will inform VitalityHealth if a serious clinical incident or unexpected complication occurs with a VitalityHealth member under my care, and if claiming for treatment due to a clinical incident. Please submit the information through our website vitality.co.uk/healthcare-providers/.
- vii. I agree to submit invoices to VitalityHealth electronically using the Healthcode service, or via our online form vitality.co.uk/healthcare-providers/i-am-a-therapist/ or any other mode of electronic invoice submission that VitalityHealth may agree in the future. I understand that if I submit any paper invoices, VitalityHealth may not process them.
- **viii.** I have provided my bank details to enable VitalityHealth to settle my invoices via BACS.
- ix. I agree to bill at all times in accordance with VitalityHealth's reasonable and customary rates and billing guidelines, as set out on our website: vitality.co.uk/healthcare-providers/i-am-a-therapist/. I agree that VitalityHealth may adjust my invoices to adhere to this agreement and that if this is done I will not shortfall or directly pursue the member for any invoices. Physiotherapy arranged by a consultant following surgery will be reimbursed at your customary rates.

- x. I will reasonably acquaint myself with a general overview of what treatment is eligible under the terms of a VitalityHealth plan. I agree to provide up to date information requested by VitalityHealth for the purposes of assessing the eligibility of any claim, invoice or treatment. Any such information should be submitted via our website vitality.co.uk/healthcare-providers/i-am-a-therapist/ within 48 hours of the request from VitalityHealth.
- xi. I will not charge a member directly for any services, apart from shortfalls due to the plan limits or treatment which is ineligible under the terms of that member's plan where the treatment has clearly been explained to be ineligible for treatment. Physiotherapy shortfalls due to the plan limits can only be charged to the member if they have a prior agreement.
- xii. VitalityHealth may amend the Recognition Declaration and the Terms of Recognition at any time and any updates will be highlighted online. You are expected to keep abreast of any changes by visiting our website vitality.co.uk/healthcare-providers/ on a regular basis.
- xiii. If you are in breach of any of the terms set out in this document, you agree to indemnify us in respect of any costs, expenses, claims, proceedings, actions, losses, damages or liabilities incurred by us in relation to or arising from such a breach.
- xiv. VitalityHealth will maintain you as a registered therapist for a period of 24 months. If there is no activity in this time, e.g. you haven't submitted a bill to us, your recognition will lapse and you will need to reapply if you wish to treat a member under their plan.
- xv. I will inform VitalityHealth and any VitalityHealth members under my care promptly if I no longer meet the criteria to be a Recognised Therapist as set out in this document.
- xvi. I will accept a referral letter produced by a Vitality GP.
- **xvii.**I accept that VitalityHealth may share information about me and my practice to third parties for purposes such as:
 - processing claims;
 - fulfilling regulatory obligations;
 - promoting my practice and/or VitalityHealth;
 - and other operational requirements,

I understand that VitalityHealth will not share patient identifiable information unless required to do so to a regulatory body or by law.

6. Our commitment to you as a Recognised Therapist

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

Subject to you meeting the above criteria, our commitment to you is to promptly register you as a Recognised Therapist with VitalityHealth. We will respond to your queries in a timely fashion. We will aim to give you one month's notice of all major changes to the way we pay you or process your invoices by posting a notice on our website vitality.co.uk/healthcare-providers/.

7. Our expectations on how you work with us

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

- Practice guidelines of relevant organisations, including specialty organisations and/or Royal Colleges;
- Practice and ethical guidelines of your professional body, e.g. HCPC;
- The National Minimum Standards for Private and Voluntary Healthcare;
- Clinical protocols and guidelines from specialist organisations; and
- Reasonable standards of whole-practice audit.

We expect you to reasonably acquaint yourself with a general overview of what treatment is eligible under the terms of a private medical insurance plan. We expect you to be aware of the major categories of ineligible treatment within such plans, which include ongoing management of chronic diseases, stem cell treatment, cosmetic treatment, family planning, alcohol and drug related problems, unlicensed treatment, and treatment for developmental conditions. You agree to not invoice us for these and to make our members aware that these are not eligible for funding under their VitalityHealth plan. We agree to make ourselves available to you to answer any specific queries you have on eligibility.

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

If you are proposing treatment that may fall into the above categories or that is not undertaken with routine practice,

you must send full details to us by submitting the request through our website <u>vitality.co.uk/healthcare-providers/</u> so that we can assess eligibility. By agreeing to these Terms of Recognition you agree to share adequate and accurate information requested for the purposes of assessing the eligibility of a member's claim and you agree to not omit materially relevant information when doing so.

We expect you to inform VitalityHealth if a serious clinical incident occurs with a VitalityHealth member under your care, and if claiming for treatment due to a clinical incident. Please submit the information through our website vitality.co.uk/healthcare-providers/

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

We expect you to hold a similar scope of practice in the private sector to the work you may also undertake in the public sector and to have adequate training and experience to deliver care independently. Where there is a material or potential perceived conflict of interest in providing clinical treatment, we expect you to notify us by submitting the information through our website vitality.co.uk/healthcare-providers/

We expect you to contact VitalityHealth if you are made aware, or reasonably suspect, that the hospital at which you are proposing to treat a VitalityHealth member is not a hospital eligible under their plan. VitalityHealth members are liable for 40% of the costs of treatment that takes place in an off-list hospital. Details of hospital lists are available vitality.co.uk/health-insurance/hospital-finder/

8. Handling complaints from our members

If one of our members makes a complaint to you about the service we provide, we need to know and ask that you direct the member to contact us on 0345 602 3523, Monday-Friday 9am-5pm to discuss their concerns as soon as is convenient to them.

If one of our members makes a complaint about the care you provide to them directly which relates to a minor issue - that is, one which does not have any clinical impact, does not result in the breakdown of the practitioner-patient relationship, and that you are able to resolve - we do not need to be informed of this, unless you receive more than three service complaints in any one year, in which case we expect you to inform us by submitting the information through our website vitality.co.uk/healthcare-providers/

If there is a serious incident, including any complication requiring hospitalisation or extended length of stay, serious drug reaction, any complaint which leads to an admission of liability or offer of compensation, or "never event", affecting one of our members who is under your care, we expect you to let us know within 72 hours by submitting the information through our website vitality.co.uk/healthcare-providers/

Our Clinical Complaints Team will investigate these complaints and will ask you to provide further information. The outcome of our investigation could be passed to our Medical Director, the hospital involved and/or any responsible officer or regulator.

If one of our members makes any other complaint about the care you provide, we expect you to let us know about this within 7 days. In most cases we expect to register the complaint and take no further action.

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

9. Fees for Recognised Therapists

Your fees for eligible treatment must be within our published rates, these are displayed online at vitality.co.uk/healthcare-providers/i-am-a-therapist/

10. Fee eligibility

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

11. Sessions

We expect you to bill no more than one session per member per day, and three sessions per week, except where written authorisation has been provided in advance by VitalityHealth. VitalityHealth are entitled to recoup charges where we have been billed for more than one session per day.

What our session fees include:

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

VitalityHealth will not pay for:

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

- More than one session per day
- Recognised Therapists fees for multiple therapy treatment plans that is performed for the same presenting condition e.g. billing for osteopathy when the member is also having physiotherapy
- Take home medication/remedies
- Appliances such as crutches
- Missed appointment charges
- Reports requested by VitalityHealth or their designated partner appointed to manage a claim
- Orthotics
- Consumables e.g. dressings
- Herbal remedies
- Travel expenses
- Any therapy or treatment provided which does not fall under the terms of your recognition and/or recognised specialty

12. Best practice invoicing guidelines

All invoices should be submitted via our e-billing facility (Please visit the Invoicing section of our Provider website vitality.co.uk/healthcare-providers/i-am-a-therapist/) or Healthcode. Details of how to register for electronic billing can be found at healthcode.co.uk/.

Mandatory information required for invoices is as follows:

- Invoice date.
- Details of who has been involved in providing treatment, including: full details of invoicing and treating therapist, including name, address, specialty and professional registration number.
- Full details to enable us to locate our member, including: full name; date of birth; plan or authorisation number; and address and postcode.
- Full description of condition, including diagnosis and accurate identification or anatomical area being treated, date of invoice.
- Full description of treatment including therapy type and setting (e.g., inpatient, out-patient, at home, telephone etc).
- Dates of service, clearly linked to individual billed sessions.
- Invoice charge per treatment line.
- Invoice total charge.

Any other information that you reasonably believe
 VitalityHealth would expect to be informed about relating
 to the invoice (e.g., treatment is likely to be ineligible, has
 not been pre-authorised, or is for ongoing management
 of a chronic disease).

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

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

13. Billing and payment

All invoices must be submitted to us electronically within three months of the last date of care provided on the invoice. Details of how to register for electronic billing can be found at healthcode.co.uk/ You acknowledge and agree that bills submitted more than three months after the date of service may not be paid.

Payments are made by BACS and will be made weekly, fortnightly or monthly. It is a mandatory part of recognition with us that you provide us with bank details as part of your application. Payments are accompanied by a remittance advice, which provides a breakdown of the total amount

paid, the member it relates to and any shortfalls in payment made e.g. due to an excess on the member's plan.

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

14. Data protection

We expect all of our Recognised Therapists to take Data Protection as seriously as we do. As a Data Controller we expect you to comply with all appropriate Data Protection laws and to have in place reasonable measures to protect any information shared with you by our members. We may suspend and withdraw your recognition status at any time if we feel that you are not meeting these expectations.

15. Fraud and misrepresentation

You consent to VitalityHealth performing due diligence checks to confirm that the information that you submit is accurate and that there is no statutory or regulatory reason preventing your ongoing recognition. These checks will include, but will not be limited to, all steps VitalityHealth are required to complete in order to comply with our responsibilities under the UK sanctions, terrorist financing and money laundering regulations.

VitalityHealth is an active member of the Health Insurer Counter Fraud Group (hicfg.org.uk/) and shares information with other insurers for the detection and prevention of fraud subject to the provisions of the Data Protection Act 2018.

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

Any instances where it appears that a therapist is engaging in fraudulent or misleading behaviour, whether this behaviour affects VitalityHealth directly or not, may be investigated and may in our absolute discretion result in

the conclusion of your VitalityHealth recognition. By way of illustration, and without limitation, the following practices are unacceptable:

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

The prevention of conflicts of interest affecting decision making and patient care is a priority for VitalityHealth. Conflicts of interest which are not disclosed in advance to VitalityHealth and made transparent to both members and us by you may be treated as potential fraud.

It is a condition of your recognition with VitalityHealth that you comply with VitalityHealth's published tariffs, witality.co.uk/healthcare-providers/i-am-a-therapist/

16. How we manage disputes

If you have a complaint or dispute regarding your recognition with VitalityHealth or are unhappy with the

service you have received from VitalityHealth, please contact us using our contact forms on our website vitality.co.uk/healthcare-providers/

17. If you wish to end your contract with VitalityHealth

If you wish to end your contract with VitalityHealth, please contact us using our contact forms on our website witality.co.uk/healthcare-providers/. Unless extenuating circumstances prohibit this, please provide no less than 30 days' notice of your intention to cease being a Recognised Therapist and confirm the handover plans for any current VitalityHealth members in your care.

Recognition with us is a discretionary agreement, and therefore we reserve the right to conclude the recognition of therapists where approaches to resolve our differences have failed, and including but not limited to:

- i. a financial, or service impact for our members or staff by continuing to recognise you
- **ii.** where you charge fees that are above our reasonable and customary rates or
- iii. where you no longer wish to agree to our terms.

For the circumstances described in (ii) and (iii) 30 days

written notice of termination is required. Where there is a material and negative clinical impact we reserve the right to conclude the recognition immediately.

We do undertake regular audits of claims submitted by Recognised Therapists and will consider terminating your recognition should anomalies be identified. In order to ensure our database is kept up to date, we also routinely remove recognition from therapists who have no billing interaction with us. For example, if you have not submitted an invoice to us in the last 2 years then your recognition will be removed. If we do not hold an up-to-date email address for you, then it is not always possible to advise you when this happens.

VitalityHealth is regularly updated by regulatory bodies of any registration changes and current or pending investigations or sanctions. We may suspend and withdraw their recognition status where appropriate.

18. Quality metrics

Improving the quality of care our members receive is top of our agenda. As a recognised provider we expect you to demonstrate that you measure the quality of clinical practice and service delivery. We expect you to reflect on your practice and the care you are giving to our members, always striving to improve and provide the best outcomes.

You should collect, manage and report on quality metrics to demonstrate the success of your treatment, this would include:

- PROMS 'Patient-reported outcome measures' and PREMS 'Patient-reported experience measures' questionnaires.
- KPIs such as wait times for appointments/treatment.
- Complaint's data separated into Clinical and Non-clinical complaints; and
- Average number of consultations/sessions, investigating and documenting where this goes above a reasonable average figure.

This should be in conjunction with the requirements of your recognised body, but we expect that you do this even if

your recognised body does not mandate it. We will audit your practice on a regular basis and will approach you if we require your quality metrics. These will always be requested should you apply for a fee uplift.

The UK government's NHS white paper Equity and Excellence: Liberating the NHS (2010) gov.uk/government/publications/liberating-the-nhs-white-paper recommended that PROMs and PREMs (patient-reported experience measures) be used 'wherever practicable'. We expect that private patients have the same gold standard experience as NHS patients and experience improved healthcare outcomes due to the treatment undertaken.



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