

TERMS OF RECOGNITION AS A RECOGNISED CONSULTANT WITH VITALITYHEALTH

With effect from 1st October 2018

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 consultant who provides healthcare services to members.

Recognised Consultant

Means consultants recognised by VitalityHealth.

SUMMARY OF OUR TERMS OF RECOGNITION

This document outlines our Terms of Recognition for Recognised Consultants. These Terms have been set out in the spirit of agreeing a reasonable set of guidelines as the foundation of how we work together. In order for you to become, and continue working as, a Recognised Consultant, you must read and accept these Terms by signing the Declaration contained in this document.

The Terms of Recognition address the following areas:

- 1. Who will be considered for Recognition by VitalityHealth:** We are pleased to recognise consultants on the GMC Specialist Register without any restrictions on or supervision of their practice (including GMC warnings, conditions, or undertakings), who are in good standing, and meet reasonable professional, personal, and ethical requirements.
- 2. Our commitment to you as a Recognised Consultant:** We commit to working together to ensure that members receive high quality clinical care with a positive service experience, and that we endeavour to provide a high quality of service to you in administering your claims and supporting your practice.
- 3. Our expectations on how you work with us:**
 - a) What Private Medical Insurance covers:** We expect consultants to have a reasonable understanding of the key features of private medical insurance, what this covers, and the options that are available to members if treatment is not covered under their private medical insurance.
 - b) How we set our fees:** We set reasonable and customary fees which we believe are generally the most reasonable in the market, after co-payments from members are taken into account; and we only provide full refund plans. We expect Consultants' charges to be within our published fee maxima; in rare exceptions where this is not feasible, we have set out where and how we may consider an uplift. In all circumstances, Consultants must treat Vitality members fairly and, recognising increasing insurance costs and our members' limited outpatient benefit, may not bill Vitality members any fees for any consultation or procedure, which are higher than other major insurers they hold agreements with.

- c) We expect consultants 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 procedures and items on the same day, and our rule that we will only fund diagnostic tests which (i) you perform and are appropriately accredited and registered to do so (ii) would not be reasonably expected by us to be included with the consultation, and (iii) which you are the sole charger for. We expect consultants to behave reasonably and fairly when charging us.
- d) How you claim: We expect all consultants to submit invoices which meet our invoicing and coding standards, and provide sufficient information for us to understand the care that has been provided. We expect all consultants to undertake electronic billing and will reject invoices submitted via any other method. All invoices must be submitted to us electronically within three months of the first date of care provided on the invoice. 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.
- e) 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 Consultant. 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 Consultant.

4. How we manage disputes: We are pleased to enter into positive, productive relationships with the majority of our consultants 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 consultant 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.

MEMBER PLANS

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

WHO WILL BE CONSIDERED FOR RECOGNITION BY VITALITYHEALTH

To be considered for recognition you must meet the following criteria and accept our Declaration, which you will be deemed to have accepted on the provision of services to our members.

Criteria to become a VitalityHealth Recognised Consultant

A VitalityHealth Recognised Consultant will be a medical practitioner:

- I. whose name appears on the General Medical Council Specialist Register, and;
- II. who holds a valid licence to practise AND who currently holds, or has held within the past two years, a substantive, non-locum appointment of consultant or senior lecturer status in an NHS hospital, OR who does not hold a substantive NHS consultant post, but can provide evidence of status and clinical experience, which in the opinion of VitalityHealth, is equivalent to that required for appointment to such a post;
- III. who does not hold any warnings, conditions, or undertakings, and has not had their licence to practise medicine or registration previously suspended or removed;
- IV. who holds a valid licence to practise AND who currently holds, or has held within the past two years, a substantive, non-locum appointment of consultant or senior lecturer status in an NHS hospital, OR who does not hold a substantive NHS consultant post, but can provide evidence of status and clinical experience, which in the opinion of VitalityHealth, is equivalent to that required for appointment to such a post;
- V. who does not hold any warnings, conditions, or undertakings, and has not had their licence to practise medicine or registration previously suspended or removed;
- VI. who has full practising privileges in at least one private hospital and has not previously or currently had their scope of clinical practice limited, restricted, or suspended by the General Medical Council or General Dental Council;
- VII. who has adequate professional indemnity insurance that covers no less than £10 million (Pounds Sterling) per occurrence, and;
- VIII. who has no major concerns raised about their practice, which may cause concern to VitalityHealth or VitalityHealth members, and
- IX. For consultants applying for registration on or after 1 December 2018, who has completed at least two years in unsupervised private practice working at least two three-hour sessions per week, and who is able to provide evidence on request to prove this.

We rely on the honesty and candour of consultants to share information where they may not meet our criteria, and will hold consultants 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.

THE RECOGNITION DECLARATION

1. I have read and accept the full Terms of Recognition, and consider that they are reasonable, and confirm that I meet the criteria to become a Recognised Consultant of VitalityHealth as outlined above.
 2. The information I have provided to VitalityHealth is correct to the best of my knowledge. I confirm that it is my responsibility to ensure that my clinical and business details are kept up to date. I will inform VitalityHealth and any VitalityHealth members under my care promptly if I no longer meet the criteria to be a Recognised Consultant.
 3. 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. In such cases, I will send full details to practitionerqueries@vitality.co.uk for the attention of the Medical Director.
 4. I agree to submit invoices to VitalityHealth electronically using the Healthcode service, or via 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.
 5. I have provided my bank details to enable VitalityHealth to settle my invoices via BACS.
 6. I agree to bill at all times in accordance with VitalityHealth's reasonable and customary rates and billing guidelines, as set out on the Vitality website under 'Information for healthcare providers'. 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.
 7. I have read, understood and agree to bill in accordance with the following statements:
 - VitalityHealth endorses and applies the CCSD coding principles and does not allow the unbundling of those codes identified as unacceptable by CCSD or VitalityHealth. I acknowledge that VitalityHealth reserves the right to withdraw recognition status from me where it has reasonable grounds to suspect I am persistently unbundling charges.
 - It is a condition of my recognition with VitalityHealth that I comply with VitalityHealth's best practice billing guidelines on Recognised Consultants' fees, as further clarified by the CCSD coding principles.
 - VitalityHealth regularly reviews published rates for procedures and their complexities to ensure these reflect market rates and clinical practice. It is my responsibility to check the current published rate for any procedure which can be found [here](#).
 8. 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 sent to practitionerqueries@vitality.co.uk within forty-eight (48) hours of the request from VitalityHealth.
 9. I will not charge a member directly for any services, apart from shortfalls or treatment which are ineligible under the terms of that member's plan (where the treatment has clearly been explained to be ineligible to the member prior to delivering this treatment). If I do charge a member directly for any services, apart from excesses or ineligible treatment, where members have clearly indicated they are insured with us, I will be fully liable for repayment to Vitality for any and all costs incurred by Vitality in respect of the matter, including but not limited to addressing such member's expenses. If I invoice a member for shortfalls or ineligible treatment, I will clearly explain to them the reason that they are being invoiced directly.
 10. I will accept a referral letter produced by a Vitality GP in instances where VitalityHealth's network partner has been unable to locate a consultant.
 11. I will ensure at all times that VitalityHealth has up to date e-mail and telephone details for me.
 12. I acknowledge that VitalityHealth reserves the right, at its discretion, to change, modify, amend, add or remove any part of this Agreement at any time to reflect changes in market conditions affecting VitalityHealth's business. I will be subject to the version of these Terms of Recognition in force at the time that I provide services to a member. VitalityHealth will use reasonable endeavours to notify me of any material changes to these Terms of Recognition by email or by placement of a notice on the VitalityHealth website under 'Information for healthcare providers'.
 13. 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 specific information unless required to do so to a regulatory body or by law.

WHAT DOES 'FULL COVER' MEAN AT VITALITYHEALTH?

Even when they say 'Full Cover', some other health insurance plans only pay consultants' fees up to a certain amount - so, if a consultant charges more than that, the patient covers the rest. We believe that our members should not have to worry about this type of shortfall, and so when We say 'Full Cover', we mean it. Our members don't have to worry about what their consultant charges, because we take care of the fees as long as the condition is eligible on their plan and the treatment is provided by a Recognised Consultant - which means they won't have to make up any shortfall.

If we have not agreed to a complexity or fee uplift in writing in advance of invoicing, your invoice will be reduced to our

published rate or the rate you previously agreed with us. In these cases you will not pass any shortfall onto our member.

OUR COMMITMENT TO YOU AS A RECOGNISED CONSULTANT

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 Consultants. We understand that to do this, VitalityHealth must set expectations with respect to services and billing that we both agree are clear, fair and reasonable.

Subject to you meeting the above criteria, our commitment to you is to promptly register you as a Recognised Consultant with VitalityHealth and register you for our e-billing facility, which will provide a quicker and more efficient payment process. We will respond to your queries in a timely fashion.

OUR EXPECTATIONS ON HOW YOU WORK WITH US

Providing effective and appropriate medical treatment which is eligible for funding

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

- a) practice guidelines of relevant organisations, including specialty organisations and/or Royal Colleges;
- b) practice and ethical guidelines of your professional body, e.g. GMC;
- c) the National Minimum Standards for Private and Voluntary Healthcare;
- d) clinical protocols and guidelines from specialist organisations; and
- e) 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 emailing practitionerqueries@vitality.co.uk 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 not to omit materially relevant information when doing so.

you must inform VitalityHealth immediately and in any event no later than within 72 hours if a serious clinical incident occurs with a VitalityHealth member under your care, and if claiming for treatment due to a clinical incident. Details should be sent for the attention of our Medical Director to practitionerqueries@vitality.co.uk.

you must hold a similar scope of practice in the private sector to the work you undertake in the public sector and to have adequate training and experience to deliver care independently at consultant level. you will ensure that you have had adequate training and exposure for the care you provide. If you are undertaking procedures, you will ensure you undertake an adequate volume of procedures, including at least ten supervised procedures prior to undertaking them unsupervised.

Where you provide surgical or in-patient care to Vitality members you as the supervising consultant, or, in exceptional circumstances, another Recognised Consultant to whom you have provided a comprehensive handover, must visit all members at least once a day while they are in-patients and to be available to attend them in an emergency. Under normal circumstances, we would expect you to be no more than 30 minutes' travelling time from any hospital where one of our members has been admitted under your care. If admitting a member under your care for a procedure, you will not charge us for inpatient care for the first two weeks of any stay as the relevant fee will be included within the procedure fee.

you agree not to charge us for any consultation or other activity which involves under ten minutes of patient contact.

Where there is a material or potential perceived conflict of interest in providing clinical treatment, we expect you to notify us on **0800 092 9400** or by emailing the details to practitionerqueries@vitality.co.uk for the attention of the Medical Director.

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 on their chosen list. 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 here](#) and we draw particular attention to limited access for members on certain plans, at the time of this agreement, to HCA facilities, The Cromwell Hospital, facilities of The Royal Marsden NHS Trust, and facilities of the Royal Brompton and Harefield NHS Trust.

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** 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 pertains to a minor issue – that is, one which does not have any clinical impact, does not result in the breakdown of the doctor-patient relationship, and that you are able to resolve – we do not need to be informed of this, unless you receive more than four complaints in any one year, in which case we expect you to contact us to let us know by calling **0800 092 9400**.

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 24 hours. We are likely to investigate such complaints with the aspiration of reviewing them and closing them rapidly after obtaining evidence which provides assurance from the involved parties.

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. You can do so by calling us on **0800 092 9400**. In most cases we expect to register the complaint and take no further action.

If one of our members complains directly to us about a minor issue with the care you have provided, we will generally log this and take no further action. If one of our members complains directly to us about any other issue with your care, we will review the details of the complaint and may investigate the complaint further, subject to the member consenting for us to do so.

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 on request with VitalityHealth. Where a serious event has happened, we will use best 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.

MULTIDISCIPLINARY TEAM INPUT

You must ensure that members are appropriately discussed in the MDT, and that debate is evidence-based, and assure yourself that MDT notes and your notes accurately reflect discussion at these meetings.

INFORMED CONSENT BEFORE CARE

Before administering any treatment, you must always obtain informed consent which addresses the member’s specific risks and likely benefits of a procedure always including, but not limited to, the likelihood of death and of resolution and/or halting progress of the morbidity for which they are having the procedure. Consent should never be taken immediately prior to an elective in-patient procedure.

HOW WE SET OUR FEES FOR RECOGNISED CONSULTANTS

We set reasonable and customary fee ranges for all procedures with CCSD codes that are eligible for funding. Our reasonable and customary fee ranges are available here and we will update these on a regular basis.

Your fees for eligible treatment must be within our reasonable and customary rates, unless VitalityHealth agree otherwise, and confirm this in writing for both scope and cost, at least 72 hours in advance. Invoicing must be in accordance with the principles outlined in our billing principles. You agree that this term is reasonable. Notwithstanding this, on rare occasions where significant extensions to the time of care provided occur or in the case of an emergency situation, we may consider a discretionary agreement on an individual basis.

Our guidelines on fee eligibility, including unbundling and reimbursement for multiple or complex procedures, are based on the CCSD schedule of procedures. However, there may be some instances where we apply our own bespoke rules that result in some variation from the CCSD guidelines. Where this is the case, we will provide you with further information or this will be made available on our website.

In the event we pay for treatment, which later is found to be ineligible for funding, we reserve the right to set off any funds erroneously paid to you against your subsequent invoices until such payment is settled. We shall try to arrange an agreeable method for this with you.

FEE ELIGIBILITY

What our procedure fees include:

- The use of topical or infiltration anaesthesia or moderate conscious sedation
- All pre and post-operative care
- Daily ward care for an in-patient stay, including daily intensive care reviews for procedures for which it is expected
- Pre-operative anaesthetic assessment
- Management of post-operative analgesia
- Management of commonly occurring minor complications in the peri-operative period
- All follow-up consultations occurring within the first 28 days after the date of surgery.

In addition to your main procedure fee, we may pay:

- For continuous regional anaesthesia e.g. brachial plexus block, epidural block where performed by the operator, and only in the absence of general anaesthesia. The multiple procedure billing rules should be followed
- For continuous epidural blockade, or major nerve or plexus blockade after localisation, performed by an anaesthetist in addition to general anaesthesia. The multiple procedure rules should be followed
- Fees of a standby Recognised Consultant where there is written and exceptional motivation for the clinical need received at least 72 hours in advance of the procedure and this is agreed in writing by us.

In exceptional cases we may sometimes pay:

- Fees that exceed our guidelines for procedures that have been unusually complex and have been agreed by us at least 72 hours in writing in advance of invoicing
- Fees of a second consultant where the procedure is unusually complex, where clinical guidelines from a UK national professional body or another entity we accept support surgery as a two-surgeon procedure, and this has been agreed by us in writing in at least 72 hours advance of the procedure
- Fees of one or more Recognised Consultant(s) for urgent care where the treatment is unusually complex, which has been agreed by us in advance and as soon as is reasonably practical
- Exclusively at our discretion and on a named individual basis, for procedures that are experimental, provided there is evidence of their safety and efficacy, and they are performed as part of a properly conducted clinical trial, and they are discussed with and agreed by us in writing, at least 72 hours in advance of the care, and/or have been agreed in writing with the hospital Medical Advisory Committee
- For pathology services by a privately owned and managed clinic/consulting room where we have a specific written agreement in place with the clinic/consulting room which includes fees and conduct
- For other exceptional agreements exclusively on a one-off basis.

All fees: VitalityHealth will not pay:

- Recognised Consultants who are surgeons fees for local anaesthesia where an anaesthetist has also provided anaesthesia
- For additional procedures that are integral to the procedure(s) being performed (unbundling). For examples, please see the section on unbundling or visit www.ccsd.org.uk/CCSDSchedule
- Fees of surgical assistants
- For routine postoperative care, including daily visiting and separate charges for follow-up consultations in the first 28 days after the date of surgery
- Fees for consultations by radiologists, anaesthetists, or pathologists
- Recognised Consultant fees for histopathology or diagnostic imaging in a private hospital
- Fees for pathology when the billing provider did not provide the service
- Fees for interpretation of any diagnostic tests, when the Recognised Consultant did not perform the diagnostic test themselves, or where a hospital facility has invoiced for a test which includes, or is reasonably expected to include, a Recognised Consultant component
- Fees for consultations on the same day as a day case or in-patient procedure
- Fees for any tests or procedures which do not require the use of any specialised or surgical equipment

- Fees for remote monitoring
- Phlebotomy
- Fees for any other care that does not involve a definite consultation, or fees for a procedure where no appropriate CCSD code exists, unless explicitly agreed in writing in advance
- Any other ineligible treatment
- Fees for correspondence and reports provided required for assessing the eligibility for funding of a claim

Unbundling

Unbundling is the breaking down of a procedure into its constituent parts and billing separately for each element. This includes procedures which are considered integral to, describe the access or approach to, or are routinely done in conjunction with the primary procedure. In addition, this would apply to cases where a change of access takes place to that which was planned e.g. where a planned arthroscopic procedure moves to an unplanned open procedure, only the open procedure should be billed for.

We will not pay additionally for:

Procedures that are considered integral to a specific procedure, for example:

- Osteotomy of long bone during total hip replacement
- Cardiac catheterisation prior to coronary angioplasty
- Diagnostic arthroscopy with therapeutic arthroscopic procedures
- Bilateral oophorectomy and salpingectomy as part of total abdominal hysterectomy
- Radiographic imaging for procedures that are usually performed under x-ray control
- Arthroscopy prior to any joint replacement surgery

Procedures integral to a wide range of procedures, for example:

- Insertion of intravenous access for medication administration
- Phlebotomy
- Primary suturing of a wound and removal of sutures
- Application and management of postoperative dressings and analgesic devices (e.g. patient controlled analgesia)
- Procedures for gaining access to the target organ system or operation site, for example:
 - Clearance of impacted wax prior to myringotomy
 - Adhesiolysis or laparotomy prior to intra-abdominal procedures
 - Urethroscopy or cystoscopy with other procedures on bladder/kidney/ureter
 - Bronchoscopy prior to thoracic surgery where the diagnosis has already been established
- Endoscopic procedures done as part of an open procedure or converted to an open procedure, for example:
 - Laparoscopic cholecystectomy converted to an open procedure

Where the CCSD narrative specifies 'as sole procedure', such codes may not be used in combination with any other code, except for procedures performed at completely different anatomical sites.

We will not consider unbundled procedures for payment under any circumstance and we reserve the right to recover any payments made in error for unbundled procedures.

We would not consider these amounts to be shortfalls that can be passed onto our members.

BILLING FOR MULTIPLE PROCEDURES

In the absence of unbundling, where a Recognised Consultant carries out two procedures during the same operating session, We will pay up to an additional 25% of the eligible fee of the more complex procedure. Where three or more procedures are carried out during the same operating session, We will pay up to an additional 40% of the eligible fee for the most complex procedure to cover all additional procedures. We will only consider further funding in exceptional circumstances in advance through our uplift process.

Where a Recognised Consultant assists another Recognised Consultant, the fee of the primary Recognised Consultant only will be paid. Where two different procedures are performed in separate operating sessions but on the same day as each other, both procedures will be paid for at up to 100% of the eligible fee. You agree that this term is reasonable and to share your reimbursement fairly if another consultant bills for the same or similar procedures on the same day as you.

BILATERAL PROCEDURES

The CCSD has specific codes for procedures that are commonly or invariably performed bilaterally. We will pay up to the fee maximum if there is a code for the bilateral procedure (e.g. bilateral mastectomy), for that code only. Where there is no bilateral procedure code and only where the procedure in question is not often, typically, or always undertaken bilaterally, we will pay up to an additional 50% of the fee for the unilateral procedure. Where the same code is charged for twice or more in one invoice, we will only pay for one code.

CHARGES FOR SERVICES ON THE SAME DAY AS A CONSULTATION

Where a CCSD coded test or diagnostic procedure takes place during or on the same day as a consultation, there are certain services for which we would not expect to see any additional charge, including fees for diagnostic tests or procedures that routinely form part of a follow-up consultation, (such as diagnostic endoscopy of sinus (E1780) or ECG (20110) after a procedure), and are not investigating any new symptoms.

Where a diagnostic test takes place on the same day as an initial or diagnostic consultation, and you carry out the test as well as reporting the results, we expect these to form part of the charge for the consultation.

Under no circumstances will we pay fees for interpretation of any diagnostic tests, when the Recognised Consultant did not undertake the diagnostic test themselves, and/or

where a hospital facility has invoiced for a test, which includes or is reasonably expected to include a consultant component.

We will not fund more than one out-patient consultation per consultant in a single week, more than two in any particular month, or more than 10 in one year, except on a named exceptional basis where this has been agreed in writing in advance, or at our discretion.

COMPLEX PROCEDURES

Before a procedure, it may be anticipated by the surgeon that complexities will arise, or a longer amount of time may be spent in surgery than usual due to complications or unforeseen circumstances. Where this happens, if details of the complications or unusual circumstances are provided to us in advance of invoicing, in writing, including at a minimum a covering letter, anaesthetic charts, names of the surgeon(s) involved, and operative notes, we will review the amount we are prepared to pay.

BEST PRACTICE BILLING GUIDELINES

What to include in your invoice

All invoices should be submitted via our e-billing facility.

Mandatory information required for invoices is as follows:

1. Invoice date
2. Details of who has been involved in providing treatment, including:
 - the name of the referring GP and, where possible, the date of referral;
 - full details of invoicing and treating provider, including name, address, specialty and GMC number. Where more than one Recognised Consultant provides care, their details must also be included and clearly linked to each individual item.
3. Full details to enable us to locate our member, including:
 - full name;
 - date of birth;
 - plan or authorisation number; and
 - address and postcode.
4. Full description of condition, including diagnosis and accurate ICD disease code as of the date of invoice.
5. Full description of treatment, including CCSD codes where appropriate.
6. Dates of service, clearly linked to individual billed items, and times of service if an item is billed twice or more per day.
7. Invoice charge per treatment line
8. Invoice total charge
9. 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 have contacted us in advance to discuss any fees for exceptional cases or that are above our reasonable and customary rates as outlined in these Terms of Recognition;
- you will collaborate with VitalityHealth to provide more information if required to assess your invoice;
- the charges billed are within all applicable billing procedures and rules set out in these Terms of Recognition;
- you have not and you will not invoice members directly for any eligible treatment;
- 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 members 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.

CODING

Invoices must be coded using the industry standard CCSD codes and the closest code, which matches the procedure must be chosen when submitting a claim.

If any procedure undertaken does not have a CCSD code, the consultant should contact practitionerqueries@vitality.co.uk for advice prior to submitting a claim. Under no circumstances should codes intended for existing different procedures be used for new or un-coded procedures.

If there is a discrepancy between the code submitted by another entity (such as a hospital) and you for the same treatment, we may request further information prior to settling a claim.

BILLING AND PAYMENT

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

Payments are made by BACS and will be made 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 invoice address that was either submitted on your application form or more recently on a change of address form. you are advised to consider this if you have provided a home rather than a business address for this purpose.

DATA PROTECTION

We expect all of our Recognised Consultants 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. If you have any queries regarding our Data Protection expectations then please contact practitionerqueries@vitality.co.uk

FRAUD AND MISREPRESENTATION

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

VitalityHealth endorses and applies the CCSD Coding Principles and does not allow the unbundling of those codes identified as unacceptable by CCSD. Information regarding specific examples of procedures we consider to be integral of another procedure can be found [here](#).

Full details on unacceptable CCSD code combinations can also be found on the [CCSD website](#).

VitalityHealth is an active member of the [Health Insurance Counter Fraud Group](#) and shares information with other insurers for the detection and prevention of fraud subject to the provisions of the Data Protection Act.

We act in good faith on the basis of information that members and providers give us and are grateful that we are working in partnership with a consultant body who are almost always honest and transparent in their relationship with us. On the very rare occasion that consultants 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 provider 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 and may result in not only non-payment of an invoice but, in more serious cases, suspension or removal of your recognition and referral to regulatory bodies:

- 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;
- using procedure codes that do not represent the procedure performed;

- Exaggerating the complexity of procedures performed;
- Misrepresenting the medical history of the patient;
- Misappropriation of funds;
- Referring patients as a matter of policy 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 best practice billing guidelines on Consultants' Fees as further clarified by the CCSD coding principles, unless otherwise agreed.

To avoid any doubt, [read unbundling rules](#).

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 our helpline on **0800 092 9400** and speak to our Consultant Relationship Team.

If you wish to end your contract with VitalityHealth

If you wish to end your contract with VitalityHealth, please contact our helpline on **0800 092 9400** or email us at practitionerqueries@vitality.co.uk Unless extenuating circumstances prohibit this, please provide no less than 30 days' notice of your intention to cease being a Recognised Consultant and confirm the handover plans for any current VitalityHealth members in your care.

If we decide to conclude your recognition with VitalityHealth

We prefer to develop positive, productive working relationships with consultants and providers to manage costs. This is key to us offering full cover to our members for eligible professional fees. This means we will never pass on a shortfall to our customers for your procedure fees.

Recognition with us is a discretionary agreement, and therefore we reserve the right to conclude the recognition of consultants 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 are happy to take into consideration the particular practice of each Recognised Consultant when determining whether their fees are reasonable or not, and strive to reach an agreement to avoid conclusion of recognition.

We also undertake regular audits of claims submitted by Recognised Consultants and will consider conclusion of recognition should anomalies be identified. In order to ensure our database is kept up to date, we also routinely remove recognition from specialists 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. you can reapply for recognition and will be subject to any terms in place at that time.

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