# Charges to patients policy

<table>
<thead>
<tr>
<th>Version:</th>
<th>1.0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approval Committee:</td>
<td>QGSG Policy Task and Finish Group</td>
</tr>
<tr>
<td>Date of Approval:</td>
<td>13.12.2011</td>
</tr>
<tr>
<td>Ratification Committee (Level 1 documents):</td>
<td>TEC</td>
</tr>
<tr>
<td>Date of Ratification (Level 1 documents):</td>
<td>18.1.2011</td>
</tr>
<tr>
<td>Signature of ratifying Committee Group/Chair (Level 1 documents):</td>
<td>Mark Hackett CEO</td>
</tr>
<tr>
<td>Lead Job Title of originator/author:</td>
<td>Financial Controller</td>
</tr>
<tr>
<td>Name of responsible committee/individual:</td>
<td>Director of Finance and Investment</td>
</tr>
<tr>
<td>Date issued:</td>
<td>January 2012</td>
</tr>
<tr>
<td>Review date:</td>
<td>January 2014</td>
</tr>
<tr>
<td>Target audience:</td>
<td>Care groups including consultants, private patients coordinators, admissions officers, ward clerks, cashiers.</td>
</tr>
<tr>
<td>Key words:</td>
<td>Charges for treatment</td>
</tr>
<tr>
<td>Main areas affected:</td>
<td>Care groups including consultants, private patients coordinators, admissions officers, ward clerks, cashiers.</td>
</tr>
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<td>Summary of most recent changes:</td>
<td>n/a</td>
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<tr>
<td>Consultation:</td>
<td>Finance staff, DDOs, DCD's, Governance Team</td>
</tr>
<tr>
<td>Equality Impact Assessments completed and policy promotes Equity</td>
<td>15 November 2011</td>
</tr>
<tr>
<td>Number of pages:</td>
<td>5 excluding appendices.</td>
</tr>
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<td>Type of document:</td>
<td>Level 1</td>
</tr>
<tr>
<td>Is this document to be published in any other format? (If so state format and give name of the responsible person)</td>
<td>No</td>
</tr>
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</table>

The Trust strives to ensure equality of opportunity for all, both as a major employer and as a provider of health care. This policy has therefore been equality impact assessed by Finance/TEC to ensure fairness and consistency for all those covered by it, regardless of their individual differences, and the results are shown in Appendix C.
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### Appendices

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<td>Appendix B</td>
<td>Sample letter and terms and conditions</td>
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<tr>
<td>Appendix C</td>
<td>Equality Impact Assessment</td>
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Disclaimer: It is your responsibility to check against Staffnet that this printout is the most recent issue of this document.
Executive Summary

This policy is issued by University Hospitals Southampton NHS Foundation Trust to ensure that charges for non NHS treatment are appropriate and fully understood by the patient.

Charges made for non NHS treatment include, private patients, overseas visitors, amenity beds, top up drugs. This list is not exhaustive and the policy applies to any charges made for treatment.

In all cases where patients are charged for additional treatment, drugs or services the provisions of this policy must be adhered to.

1 Introduction
This policy is issued by University Hospitals Southampton NHS Foundation Trust to ensure that charges for non NHS treatment are appropriate and fully understood by the patient.

Charges made for non NHS treatment include, private patients, overseas visitors, amenity beds, top up drugs. This list is not exhaustive and the policy applies to any charges made for treatment. All such patients must be:

- made aware of the requirement to pay for treatment and the expected costs.
- told in writing what the fee is and what it covers
- given a written estimate of how much it will cost if a fixed price cannot be given.
- told of any likely costs in addition to the price or estimate quoted.
- told when any unexpected additional costs need to be made before the additional costs are incurred wherever possible.
- told when payments are due and are given reasonable notice of these dates.
- told how they can make payments and the payment process.
- given time to consider and not placed under undue pressure to sign an agreement.
- Receive a copy of any agreement they will enter into should they decide to proceed.
- given a statement of account at any time they request it
- given terms and conditions that clarify the action to be taken in the event of non payment and/or late payment of fees.
- Receive a final copy of any agreement they sign
- offered a receipt for any money they pay

This policy is supported by the NHS Act 1977 for charging patients, and Care Quality Commission: Guidance about compliance Essential standards of quality and safety March 2010. These documents should be consulted where further guidance is required.

1.2 Scope
The policy applies to all staff and visiting clinicians involved in the provision of treatment, drugs and services to patients.

1.3 Purpose
To ensure that all patients who pay for non NHS treatment, drugs or services are fully aware of what is being provided, its cost and the terms and conditions of its provision.
2  **Related Trust Policies**

3  **Standards to be followed.**

3.1  **On identification of the possibility of charges applying to the patient:**
Patients, or their representative, must be given a written statement specifying:-
- The cost of the services
- Details of what services will be provided for the fee paid.
- The terms and conditions in respect to the services to be provided including actions to be taken in the event of non payment and/or late payment of fees.
- Details of how and when payments are to be made
- Where applicable the form of contract for the provision of services.

The patient:-
- Must be given time to consider whether they wish to proceed with the care, treatment and support and must not be placed under undue pressure to sign an agreement
- Receive a copy of any agreement they will enter into if they decide to proceed with the care, treatment and support and are given time to consider whether they wish to proceed with it in line with applicable consumer regulations.
- Must be given a statement of account at any time they request it.
- Must be given a receipt for money they pay to the service.

3.3  **Overseas Visitors-Immediately Necessary and Urgent Treatment.**
Under the Department of Health Overseas Visitor Charging regulations the clinician is required to make an assessment as to whether the treatment is immediately necessary, urgent or non urgent, having regard to the likely date of the patient’s return home.

3.3.1  **Immediately Necessary.**
Is needed to save the patient’s life or prevent a condition from becoming life threatening or promptly to prevent permanent serious damage occurring. Such treatment must always be provided irrespective of whether or not the patient has been informed of, or agreed to pay, charges, and it must not be delayed or withheld to establish the patient’s chargeable status or seek payment. Note: All maternity services must be classed as immediately necessary.

3.3.2  **Urgent.**
Is not immediately necessary but cannot wait until the person returns home. Every effort should be made to secure payment in the time before treatment is scheduled but the treatment should not be delayed for the purposes of securing payment.

Treatment is not free of charge by virtue of being provided on an immediately necessary or urgent basis and payment should be sought in advance where possible and the provisions of this policy followed as soon as is practicable.
3.34 Non Urgent
Is routine or elective treatment that could wait until the patient returns home. Such treatment should not be provided unless the patient has paid, in advance, the estimated full cost of the treatment and the provisions of this policy have been followed.

3.4 Charges and Tariffs
The basis for most charges can be found in the private patient tariff, advice can be obtained from Finance where the charge to be levied is not clear.

3.5 Contracts and letters
3.51 There are a number of standard contracts; a private patient contract is shown as Appendix A. Advice and copies of standard contracts may be obtained from the Trust Private and Overseas Visitor coordinator.

3.52 A sample letter to patients is shown at Appendix B

3.6 Terms and conditions
Trust standard terms and conditions are shown at appendix B.

4 Roles and Responsibilities
4.1 Clinicians
- Ensure that any non NHS treatment is fully explained to the patient and is understood by the patient.
- Provide a written statement to the patient including the amount of consultant/clinician fees.
- Allow time for the patient to consider whether they wish to proceed with the treatment
- Do not place the patient under undue pressure to sign an agreement.
- Ensure that the private patients coordinator is aware of the patient.
- Assess, in the case of overseas visitors, if treatment is immediately necessary or urgent having regard to the likely date of the patient’s return home (see para 3.3 above).

4.2 Private patients coordinators in conjunction with cashiers
- Provide non insured patients with a written statement of the services to be provided including terms and conditions and the amount and method of payment of Trust fees. (see para 3.3 above).
- Where a patient is insured the level of cover should be confirmed with the insurance company.
- Allow the patient time to consider whether they wish to proceed.
- Do not place the patient under undue pressure to sign an agreement.
- Provide a copy of the agreement the patient will enter into should they decide to proceed.
- Provide a copy of final signed agreement and terms and conditions.
- Provide a statement of account upon request by the patient.
- Provide a receipt for any monies paid.

Non-compliance with a Trust Policy, Procedure, PGD, protocol or patient information standard may result in disciplinary action.
5 Implementation
Policy to be sent to all DDO’s, Lead Clinicians, Consultants, Private Patient Coordinators and Ward clerks as well as the Cashiers office once approved.

6 Process for Monitoring Compliance/Effectiveness
Monitoring will be ongoing within Finance and through the Trust and Divisional Private and Overseas Patients Coordinators.

7 Arrangements for Review of the Policy
Policy to be reviewed after 3 years or as any changes to practice occur

8 References
Care Quality Commission: Guidance about Compliance Essential Standards of Quality and Safety. March 2010

9 Appendices
A. Sample Private Patients Contract.
B. Sample letter to patients and terms and conditions.
C. Equality and Impact Assessment.
## Appendix A

### PRIVATE PATIENT FORM

University Hospital NHS Foundation Trust

**UNDEARTAKING TO PAY CHARGES IN RESPECT OF TREATMENT AS A PRIVATE PATIENT**

<table>
<thead>
<tr>
<th>Name</th>
<th>Mr/Mrs/Miss/Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forenames</td>
<td>Date of Birth</td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Town</td>
<td>County</td>
</tr>
<tr>
<td>Telephone Numbers</td>
<td>(Home)</td>
</tr>
</tbody>
</table>

#### Next of Kin

<table>
<thead>
<tr>
<th>Surname</th>
<th>Forename</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone Number</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I, ___________________________ (Full Name) of ___________________________ (Address), undertake to pay all charges for hospital accommodation and services provided as a private resident patient for the above named to the University Hospital Southampton NHS Foundation Trust, irrespective of the outcome of the Treatment. I fully understand that if I am insured this does not mitigate my legal responsibility to pay the account if for any reason my claim is rejected by my insurance Company. I further understand that such charges do not include the services of a medical or dental practitioner under whom I/or is being admitted and any other practitioner with whom I make arrangements for private treatment.

I fully understand that the account will be referred to the Trusts Recovery Agents (CCI Legal Services Ltd) or other approved Debt Collection Agents in the event of non-payment and that all the above details will be made available to them. I have also made the next of kin named above aware that his/her details could be passed to a third party. This authority is unconditional and irrevocable.

I fully understand that the Trust do not guarantee a particular level of accommodation.

Signed ___________________________ Name in Full ___________________________ Date ___________________________

Witness Name ___________________________ Witness Signature ___________________________ Date ___________________________

### FOR OFFICIAL USE ONLY

Hospital ___________________________ Ward ___________________________ Date ___________________________

Consultant ___________________________ Date of Admittance ___________________________ Date ___________________________

### Insurance Details

Name of Insurance Company ___________________________

Address ___________________________

Registration/Claim No ___________________________ Pre Authorisation No ___________________________
Dear

Thank you for your enquiry regarding the cost of a ________________ procedure. The price for this is set out below and this includes the cost of the procedure and all the hospital costs. This does not include fees from any Consultant, which are billed separately.

All procedures must be paid in full prior to admission and before receiving treatment.

Payment can be made in the following ways.

a. By Cash
b. By travellers’ cheques
c. Euros
d. Debit/Credit cards (Switch, Delta, MasterCard & Visa)
e. Cheques (we would need a cheque 7 days before admission)

Cheques should be made payable to University Hospital Southampton. Credit and Debit card payments can be made by telephone, via the Cashiers office (023) 8079 6058.

For any treatments using insurance cover, please contact ________________ with your insurance details in advance of your treatment.

As treatment progresses it may become clear that the treatment will be more expensive than estimated, in this case you will be advised of the additional cost and the options available to you. If you decide to continue with the treatment you will
again be asked to make an advance payment based on the estimated additional cost. If the actual cost of treatment is less than estimated a refund will be made to you. You may ask for a statement of account at any time. You will be given a receipt for any monies paid.

If you are insured we will require written confirmation in advance that your insurance company agrees to pay the additional charges.

It is important that you understand the potential costs, benefits, risks, burdens and side effects of any treatment before giving your consent to treatment. Please ask if you are in any doubt or if you need more time to make your decision.

An Undertaking to Pay form is attached together with a copy of the Trust’s terms and conditions which should be read in conjunction with this letter.

Yours sincerely,
Terms & Conditions

1. General

1.1. Please read these terms and conditions below carefully prior to agreeing to undertake treatment as they set out the terms upon which you will be provided with treatment and replace any previous terms and conditions which you may have received.

1.2. The charges for private patients are contained in the Trust Private Patient Tariff available on request or at www.suht.nhs.uk

1.3. The prices included within the tariff are in the main hospital charges for private patients and do not include the costs of Consultants and Consultant Anaesthetists who will agree charges and bill you directly unless specified otherwise.

1.4. All patients are required to sign an ‘Undertaking to Pay’ agreement before an outpatient, day case or inpatient appointment or treatment can proceed. This applies to self paying and overseas patients as well as those with insurance and will cover any unforeseen costs.

1.5. No variations to the tariff will be made unless specifically agreed to in writing by the Trust authorised representative.

1.6. Patients should ensure that they understand which Universal Charges will be charged in addition to specified treatment costs prior to undergoing treatment as well as the expected costs for high cost consumables and drugs which will be charged.

1.7. The Trust is unable to accept responsibility for any personal property lost, stolen or damaged during a Hospital stay or visit and therefore advises that property brought into the Hospital is done so at the owner’s risk.

1.8. No clinical treatment is without risk and therefore patients should ensure that they are fully aware of the risks and potential complications arising from treatments prior to undergoing treatments.

2. Insurance Companies

2.1. The prices listed in the tariff are those which will be billed to insurers by the Trust from 1 April to 31 March.

2.2. A referral of an insured patient to the Trust by the insurer constitutes acceptance of these terms and conditions.

2.3. Any signed agreement / contract made between the Trust and the insurer for the provision of Private Patient Treatment to their insured members, is made on the basis of this published tariff and any variation to prices contained therein, as agreed in writing.

2.4. In the absence of an alternative agreement in writing between the Trust and insurer made by 31 March, the prices contained within this tariff will always apply between 1 April and 31 March.

2.5. The insurer accepts the incorporation of this published tariff and any supporting price schedules referred to in the tariff (i.e. high value drugs costing over £25), into any standard contract for the provision of Private Patient Treatment services by the Trust. The tariff supersedes any listed procedure prices, treatments, procedures, drugs, consumables or other service inclusions or exclusions which may be included in the insurers standard contract.

2.6. Where full payment is not made and this has not been agreed in writing between the insurance company and the Trust the Trust reserves the right to collect the shortfall made against these tariff prices by an insurer from the insured patient. The Trust also reserves the right to charge a fee of £25 to the patient, to cover the cost of additional administrative services.
3. **Insured Patients**

3.1. The Trust is recognised by most UK insurers and charges will be recoverable under standard health insurance policies within the individual subscriber’s agreement.

3.2. The medical insurance is a contract between the patient and the insurance company.

3.3. It is the responsibility of individual patients to obtain confirmation that any benefits will be sufficient to meet the anticipated cost of the treatment prior to hospital admission. Individuals must ensure that their insurance policy will meet the anticipated cost of the treatment to avoid delays as this confirmation will be required prior to the commencement of treatment.

3.4. If subsequent to treatment your insurance company does not recognise your claim then you will be personally responsible for payment. In addition should your insurance company refuse to pay a portion of your bill you will be responsible for payment along with any surcharges for additional costs incurred by the Trust.

3.5. Patients should also ensure that exclusions and waiting periods are adhered to prior to arranging for treatment to be undertaken, as defined in their policy (GP referral).

4. **Self pay patients**

4.1. Patients will also be charged additional amounts for sundry items such as telephone calls.

4.2. If you decide not to complete your treatment plan you will be charged in full up to the date of cancellation of treatment at the rates specified in the private patient tariff. If your consultant decides to amend or cancel your treatment you will be reimbursed for any amounts paid in advance at the rates specified in the private patient tariff.

4.3. All outpatients will be required to pay prior to the day of attending the appointment or on the day of the appointment prior to the appointment. Inpatient and day case patients will be required to pay a deposit equivalent to the estimated total cost of treatment 7 days prior to admission. All additional charges incurred above the estimated total cost of treatment must be paid prior to discharge.

4.4. Patients are required to inform the Cashiers Office of any changes to their contact details.

5. **Cancellations**

5.1. The Trust reserves the right to charge for cancellations as set out below:

<table>
<thead>
<tr>
<th>Time Frame</th>
<th>Percentage</th>
</tr>
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<tbody>
<tr>
<td>within 7 days of admission/consultation</td>
<td>50%</td>
</tr>
<tr>
<td>between 2 and 7 days of admission/consultation</td>
<td>75%</td>
</tr>
<tr>
<td>day of admission/consultation</td>
<td>100%</td>
</tr>
</tbody>
</table>

6. **Late Payments**

6.1 The Trust reserves the right to charge interest at 5% above the Bank of England base rate for any overdue amounts.
Appendix C: EQUALITY IMPACT ASSESSMENT TOOL - To be completed for all new/revised policy, procedural and guideline documents.

Equality Impact Assessments (EQIAs) are a way of examining new policy* documents to see whether they have the potential to affect any one group of people more or less favourably than another. Their purpose is to address actual or potential inequalities resulting from policy development. The duty to undertake EQIAs is a requirement of race, gender and disability legislation.

The word ‘policy’ is taken to mean all procedural documents i.e.: Policy, Procedure, and Guideline. (this does not include Patient Information)

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<th>Document Title</th>
<th>Charges to patients policy</th>
<th>Version 1</th>
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<td>Is this a new or revised document?</td>
<td>New</td>
<td></td>
</tr>
<tr>
<td>Area to which document relates Specify whether Trust wide or, Care Group. Name Care Group</td>
<td>Finance</td>
<td></td>
</tr>
<tr>
<td>Name of person completing Assessment</td>
<td>John Ward</td>
<td></td>
</tr>
</tbody>
</table>

**STAGE 1 – INITIAL SCREENING**

This stage establishes if the proposed change will have an impact from an equality perspective on any particular group(s) of people. See guidance notes on completion.

<table>
<thead>
<tr>
<th>Does the document affect one group more or less favourably than another on the basis of any of the strands of diversity?</th>
<th>Positive Impact Y/N/Neutral</th>
<th>Negative Impact Y/N/Neutral</th>
<th>Comments - Give details of concerns and evidence in the boxes below</th>
<th>Impact Level N/L/M/H</th>
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<tbody>
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<td>Neutral</td>
<td>Neutral</td>
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<td>N</td>
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<tr>
<td>Gender</td>
<td>Neutral</td>
<td>Neutral</td>
<td></td>
<td>N</td>
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<td>Sexual Orientation</td>
<td>Neutral</td>
<td>Neutral</td>
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</tr>
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<td>Race &amp; Ethnicity</td>
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<tr>
<td>Religion or Belief</td>
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<tr>
<td>Culture</td>
<td>Neutral</td>
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<td>Other e.g. Mental Health, Geographic factors, Economic factors...</td>
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<td>N</td>
</tr>
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</table>
Level of impact:
Taking into account the impact level for each group, circle one of the words in the boxes below to identify the overall impact level:

| (NONE) | LOW | MEDIUM | HIGH |

Significance
Is the positive / adverse impact significant enough to warrant a more detailed assessment (Stage 2) A full assessment will usually be required if the level of impact is above ‘LOW’ as identified above.

n/a

If no give brief details of any action taken/information gathered to justify this decision:

Or give brief details of how the change will be monitored to assess the impact over a specified period of time:

IF NO POTENTIAL DISCRIMINATION HAS BEEN IDENTIFIED or THE IMPACT IS NOT SIGNIFICANT ENOUGH TO WARRANT A FULL IMPACT ASSESSMENT, PLEASE SIGN AND DATE BELOW.

(NOTE: A full impact assessment should be undertaken if initial screening demonstrates that there could be significant detrimental impact.)

I have assessed this document and found:
- no potential impact on any group

SIGNATURE:                      DATE: 15 November 2011

PRINT NAME:        John Ward                                  POST HELD: Financial Controller

THE COMPLETED EQIA MUST BE RETURNED TO THE TRUST POLICY ADMINISTRATOR ALONG WITH THE FINAL VALIDATED DOCUMENT