

Independent Mediation Service for Patients Treatments You Can Trust

Introduction

1. The Independent Mediation Service for Patients ("the Service") is a method of resolving disputes between private healthcare providers ("Providers"), that are registered with Treatments You Can Trust, and their patients that have not been resolved by referring the matter to the Provider's own complaints procedure.
2. Mediation is a flexible process conducted confidentially in which a mediator actively assists the parties to work towards a negotiated settlement of a dispute or difference. The parties have complete control over whether or not to agree to resolve the dispute and the terms that any resolution will be based on.
3. Mediation is voluntary, confidential and 'without prejudice' (ie. nothing said or discussed during the mediation is admissible as evidence in any legal proceedings at a later date).
4. A CEDR-accredited mediator ("the Mediator") will work with the parties to try to find an agreed solution to the dispute. The Mediator may propose a solution to the parties in an attempt to help them resolve the dispute.
5. Any settlement reached is legally binding once it has been put into writing and signed by the parties.
6. The Service is provided by the Centre for Effective Dispute Resolution ("CEDR"). CEDR provides the mediation if requested to do so by a patient who is in dispute with a Provider that subscribes to the Service, where the parties have not been able to resolve the dispute through the Provider's own complaints procedure.
7. Before CEDR can accept an application, the patient must have received written communication from the Provider that states that the Provider is unable to provide the patient with the resolution they have requested and are unable to take the matter further. This written communication will give details of the CEDR website from which the patient can obtain details about the Service.
8. The Service will take a maximum of 10 weeks from receipt of a correctly completed application form to the closure of the case.
9. CEDR has exclusive rights to appoint a Mediator under the Service.

Application

10. An application to the Service must be made by the patient on the designated application form provided by Treatments You Can Trust.

11. Applications related to disputes that are, or have been, subject to court action or ADR provided by another body cannot be accepted.
12. Upon receipt of a properly completed application form, CEDR will notify the Provider and appoint a Mediator within 15 working days.

The mediation process

13. The mediation process begins on the date on which CEDR acknowledges receipt of a properly completed application form and informs the parties of the identity of the Mediator.
14. Following receipt of the patient's properly completed application form, the Mediator will endeavour to conclude the mediation within 20 working days of their appointment.
15. The Mediator will communicate with the parties by telephone, Skype or in writing (including email), either together or individually, to explore possible solutions. The Mediator may also request further information or documents from either party.
16. The Mediator will facilitate negotiations between the parties at their discretion and will abide by CEDR's Code of Conduct for Third Party Neutrals at all times.
17. If the parties do not reach a resolution between themselves after discussions with the Mediator, then the Mediator will suggest to the parties recommendations for settlement in writing.
18. If a resolution is found or is accepted by the parties as proposed by the Mediator, then the Mediator will record that resolution in writing and send it to the parties (via CEDR) in the form of identical Confirmation of Outcome Statements ("the Statements"), for signature. The parties must sign and return the Statements to CEDR within 10 working days of the date on the Statement.
19. Upon receipt of both signed copies of the Statements, CEDR will advise the parties accordingly within 5 working days and transmit copies of both Statements to both parties. At this point the agreement becomes a binding contract and the parties must then take action to comply with the agreed resolution.
20. No terms of settlement reached will be legally binding unless or until set out in writing in the Statements and signed by each of the parties.
21. If either party chooses not to sign and /or return the Statements to CEDR within 10 working days, it will have no effect on either party and CEDR will write to the parties to confirm the mediation has ended without resolution.
22. The date on which the mediation will be deemed to be concluded is the date of the letter from CEDR which confirms the process has ended.

Confidentiality

23. Every person involved in the mediation:

23.1 will keep confidential all information arising out of or in connection with the mediation, including the fact and terms of any settlement, but not including the fact that the mediation is to take place or has taken place or where disclosure is required by law, or to implement or to enforce terms of settlement or to notify their insurers, insurance brokers and/or accountants; and

23.2 acknowledges that all such information passing between the parties, the Mediator and/or CEDR, however communicated, is agreed to be without prejudice to any party's legal position and may not be produced as evidence or disclosed to any judge, arbitrator or other decision-maker in any legal or other formal process, except where otherwise disclosable in law.

24. Where a party privately discloses to the Mediator or CEDR any information in confidence before, during or after the mediation, the Mediator or CEDR will not disclose that information to any other party or person without the consent of the party disclosing it, unless required by law to make disclosure. The parties, and each of them, agree, however, that the Mediator may disclose such information to CEDR provided that such disclosure is made by the Mediator and received by CEDR in confidence.

25. The parties understand that the Mediator and CEDR do not give legal advice and agree that they will not make any claim against the Mediator or CEDR in connection with this mediation.

26. The parties will not call the Mediator or any employee or consultant of CEDR as a witness, nor require them to produce in evidence any records or notes relating to the mediation, in any litigation, arbitration or other formal process arising from or in connection with their dispute and the mediation; nor will the Mediator nor any CEDR employee or consultant act or agree to act as a witness, expert, arbitrator or consultant in any such process. If any party does make such an application (as listed above), that party will fully indemnify the Mediator or the employee or consultant of CEDR in respect of any costs any of them incur in resisting and/or responding to such an application, including reimbursement at the Mediator's standard hourly rate for the Mediator's time spent in resisting and/or responding to such application.

Legal status and effect of the mediation

27. The mediation process used by the Service is governed by the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to decide any matters arising out of or in connection with any mediation carried out by the Service.

Costs

28. The cost of the mediation will be covered by the subscribing Provider in accordance with their obligations to Treatments You Can Trust. The fee is non-refundable.

29. The costs incurred by the parties in preparation of their claim, including documentation and all other expenses are not recoverable under the Service.

April 2016

Process Time Frame

Patient Submits application	CEDR will: Asses the application for eligibility Notify the Provider Appoint the mediator	Up to 15 working days
Assigned mediator will work with the parties to seek a resolution		Up to 20 working days
	CEDR sends the parties an Outcome Statement to sign.	Up to 10 working days
CEDR confirms the outcome of the mediation		Up to 5 working days