Recognised Provider Terms and Conditions

Effective Date: 1 March 2024

1. General

These Terms and Conditions set out the requirements that apply to Providers in order to be eligible to receive Benefits from nib. By submitting a Claim with nib on behalf of an nib Member (e.g. through HICAPS) or assisting an nib Member to submit a Claim with nib (e.g. displaying their Provider Number on a receipt), a Provider:

(a) represents that they satisfy the criteria for recognition by nib set out in clause 3; and

(b) agrees to be bound by these Terms and Conditions and, accordingly, becomes (with effect from the date on which the Provider first submits a Claim or assists an nib Member to submit a Claim after the Effective Date) a party to an agreement with nib on these Terms and Conditions, as these Terms and Conditions may be amended from time to time in accordance with their terms (**Agreement**).

nib will pay Benefits to a Provider only if the Provider has been recognised by nib (in its absolute discretion), as contemplated by clause 3, (**Recognised Provider**) and if the Agreement with that Recognised Provider is not suspended or terminated at the time that the Claim was made, in accordance with these Terms and Conditions.

2. Amendments

nib may amend these Terms and Conditions at any time by giving notice on nib's website. Recognised Providers agree to regularly check the nib website to read any updated versions of these Terms and Conditions. If any amendment to the Terms and Conditions will have a detrimental impact on a Recognised Provider's rights or obligations under these Terms and Conditions, nib will provide 30 days' prior notice of the change to Recognised Providers which may include a notice on the Provider page of nib's or an industry website, notifying their Professional Body or direct contact by email. By submitting a Claim with nib or assisting an nib Member to do so after an amendment the Provider agrees to that amendment.

3. Recognised Providers

Where nib recognises a General Treatment service for benefits purposes, nib may recognise, or continue to recognise, a Provider as a Recognised Provider of that service if:

(a) the Provider holds any licence or registration required under Law to provide the General Treatment;

(b) meets the requirements applicable to the Provider and the type of General Treatment that they provide, as set out in the *Private Health Insurance (Accreditation) Rules 2011*;

(c) in relation to Regulated Providers, they have a current and valid Medicare provider number for each location where they engage in Private Practice;

(d) in relation to Self-regulated Providers, they are a member of, or registered with, a Professional Body with whom nib has an Association Recognition Agreement;

(e) the Provider's first aid qualifications and professional indemnity insurance are all current and have been provided to nib directly or through the Provider's Professional Body;

(f) the Provider is in Private Practice;

(g) they meet the nib Profession-specific Recognition Criteria applicable to the General Treatment that they provide; and

(h) the Provider has not had their recognition suspended or ended under clause 13.

4. General requirements of Recognised Providers

A Recognised Provider must:

(a) provide General Treatment on premises that comply with Laws and that meet the standards expected of Providers who provide the same or similar General Treatment;

(b) provide General Treatment with due care and skill as reasonably expected of a Provider in the Recognised Provider's profession with their level of expertise;

(c) provide General Treatment in accordance with all standards, guidelines, codes of conduct and Law relevant to the Recognised Provider's profession and the General Treatment provided;

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(d) maintain first aid qualifications to ensure the health and safety of the Recognised Provider's patients;

(e) prior to an nib Member receiving General Treatment from the Recognised Provider, obtain the nib Member's informed consent to receive the General Treatment and the risks associated with the General Treatment, and obtain their informed financial consent for any out-of-pocket costs that they may incur;

(f) have a complaints and dispute handling process in place and ensure that it complies with any requirements imposed under Law or by the Recognised Provider's Professional Body;

(g) inform patients of their rights and responsibilities relating to the General Treatment, including information about the complaints and dispute handling process;

(h) inform patients of the existence and role of the Commonwealth Ombudsman;

(i) provide the General Treatment personally to nib Members and not allow any other person to provide the General Treatment (with the exception of oral health therapists, dental hygienists and dental therapists);

(j) only use the nib trade mark, names and logos of nib in the approved format and with the express permission of nib;

(k) communicate with nib Members in a language they understand;

(l) provide invoices, receipts, copies of medical records or other relevant documentation in English and in accordance with the requirements set out in these Terms and Conditions. If the Recognised Provider must engage translation services to comply with this clause, the Recognised Provider must do so at their own cost;

(m) undertake all continuing professional development that is required by the Recognised Provider's Professional Body;

(n) maintain current professional indemnity insurance as well as public and product liability insurance at the minimum level of insurance required by the Recognised Provider's Professional Body or the Profession-specific Recognition Criteria, whichever is greater;

(o) provide nib with a certificate of insurance upon request;

(p) comply with any reasonable request by nib for access to medical records of nib Members, either for the purpose of determining the nib Member's eligibility for Benefits or to assess a Claim;

(q) obtain the consent of nib Members who acquire the Recognised Provider's General Treatment to the collection of their Personal Information and opinions as set out in these Terms and Conditions; and

(r) inform nib and relevant parties (such as the Recognised Provider's Professional Body, Medicare, HICAPS) as soon as possible, and in any case within 5 Working Days, of any change to the Recognised Provider's:

    i. practice address/es;
    ii. mailing address/es;
    iii. bank account details;
    iv. the nature of the General Treatment they provide; or
    v. if the Recognised Provider's membership or registration status with any Professional Body is altered or withdrawn for any reason.

5. nib's obligations

nib will:

(a) not interfere with the Recognised Provider's clinical independence and right to practice;

(b) deal with the Recognised Provider's Personal Information in accordance with the *Privacy Act 1988* (Cth); and

(c) give the Recognised Provider an opportunity to respond to any concerns raised by nib or any complaint made against them.

6. Consents

The Recognised Provider consents to nib:

(a) providing contact details of the Recognised Provider to nib Members including their address, phone number and email address;

(b) publishing information and opinions about the Recognised Provider's professional services that are obtained from the nib Member Feedback Survey **www.nib.com.au/providers/ancillary**; and

(c) monitoring their claiming patterns and informing the Recognised Provider of any significant variances in the Recognised Provider's claiming patterns from what nib would expect from similar Recognised Providers.

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7. Provision of Telehealth Services

The Recognised Provider:

(a) acknowledges that nib will only pay Benefits for Telehealth services if the requirements in the Fund Rules are met;

(b) must only make or facilitate a Claim for Telehealth services if they are satisfied that those requirements have been met by undertaking a comprehensive assessment of the Telehealth service;

(c) must engage in a collaborative manner with nib Members to ensure they are best equipped to optimise the efficacy of the Telehealth service; and

(d) must provide Telehealth services in accordance with best practice for the delivery of those Telehealth service.

8. Allowable Benefits and Claims administration

The Recognised Provider must issue invoices and provide receipts to nib Members for General Treatment in accordance with this clause. If the Recognised Provider fails to do so, nib may delay or reject the relevant Claim.

The Recognised Provider must not allow any locum, colleague, employee or any other person to issue receipts for General Treatment to nib and/or nib Members in the Recognised Provider's name or using the Recognised Provider's Provider Number other than for General Treatment actually performed by that Recognised Provider (with the exception of oral health therapists, dental hygienists and dental therapists who may invoice General Treatment under a dentist's Provider Number).

Where a Recognised Provider engages a therapy assistant or student to assist with the provision of General Treatment, the Recognised Provider must clearly itemise such treatment or service separately in the invoice or receipt for the General Treatment.

The Recognised Provider must provide an invoice and receipt to nib Members for each General Treatment provided that is printed on stationery bearing an invoice or receipt number issued in sequential order, and signed at the time of issue by the Recognised Provider or their representative, which clearly shows the following:

(a) the name of the Recognised Provider who provided the General Treatment. Where the Recognised Provider is part of a group of Providers, the invoice and receipt must clearly show the name of the individual Recognised Provider who provided the General Treatment;

(b) company and trading names (as applicable);

(c) Recognised Provider's ABN;

(d) the address where the General Treatment took place or the postal address associated with the Recognised Provider's practice, and the Recognised Provider's telephone number;

(e) the date on which the invoice or receipt was issued;

(f) the full name of the nib Member to whom the General Treatment was provided;

(g) the date on which each General Treatment was provided to the nib Member;

(h) a clear, itemised description of the General Treatment provided, and the type of General Treatment or where an industry schedule exists for the General Treatment provided, the relevant item number must be stated;

(i) body part identification (including tooth identification number) where applicable for each General Treatment;

(j) the fee charged for each General Treatment provided. Where herbs, other medications or sundries are provided at the attendance, a separate charge must be shown for these items;

(k) details of any payment made and any outstanding balance; and

(l) if the invoice or receipt is not the final or original version:

   i. the invoice or receipt must be clearly marked "quote" or "estimate" if it is a quote; and

   ii. otherwise, the words "duplicate" or "copy" must be clearly marked.

The Recognised Provider must submit electronic claims no more than 3 Working Days after the Recognised Provider provides the General Treatment to the nib Member. The Recognised Provider must use electronic claiming facilities properly and in accordance with the applicable terms of use for those facilities.

9. When nib will not pay a Benefit

The Recognised Provider acknowledges and agrees that if an nib Member is not entitled to Benefits under the Fund Rules for General Treatment provided by the Recognised Provider, nib will not pay the Recognised Provider any amount for that General Treatment.

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10. Cover for all nib Members

Subject to clause 4, the Recognised Provider must provide General Treatment to all nib Members in accordance with these Terms and Conditions.

11. Patient records

(a) The Recognised Provider must maintain full patient records for the greater of 7 years or the minimum time required under any applicable Law, from the date the General Treatment was provided for each nib Member treated by the Recognised Provider and the records must be:

i. in English;

ii. compliant with the standard required by the Recognised Provider's Professional Body;

iii. legible; and

iv. sufficiently detailed for nib to be able to confirm that the Recognised Provider has provided each General Treatment described in those Claims.

(b) The Recognised Provider must include at least the following information in its patient records for nib Members:

i. patient name, address, sex, date of birth and patient contact number;

ii. date that the General Treatment was provided, details of each General Treatment provided and the charge for that General Treatment;

iii. the nature of the illness or condition of the nib Member;

iv. the type of treatment/s or technique/s utilised;

v. progress notes; and

vi. any herbs or medications issued or prescribed at the attendance, and any treatment programs to be performed by the nib Member at home.

12. Privacy

The Recognised Provider must:

(a) comply with the *Privacy Act 1988* (Cth), as amended, any relevant State or Commonwealth privacy legislation and nib's privacy policy, when handling Sensitive Information and Personal Information relating to nib Members. nib's privacy policy is available at **www.nib.com.au/privacy**; and

(b) ensure that it has all necessary consents required to enable it to comply with clause 4 and clause 14, including rights to obtain patient records from any third party that was involved in the provision of the General Treatment to the nib Member.

13. Ending or suspending a Recognised Provider's recognition

nib may suspend or end its recognition of a Recognised Provider by suspending or terminating the Agreement with that Recognised Provider with immediate effect if one or more of the following occurs:

(a) the Recognised Provider commits a material breach of these Terms and Conditions;

(b) the Recognised Provider's Professional Body finds that the Recognised Provider has committed a breach of a professional standard, guideline, code of conduct, Law, policy or ethics statement that applies to the practice of the Recognised Provider's profession or it is investigating the Recognised Provider;

(c) the Recognised Provider of a self-regulating profession ceases to be a member of, registered with or recognised by, their Professional Body;

(d) the Recognised Provider is a member of a Professional Body with whom nib has ceased their Association Recognition Agreement;

(e) nib ceases to recognise the Provider because they have not met, or have ceased to meet, one or more of the criteria in clause 3;

(f) an nib Member has not made a Claim for General Treatment provided by the Recognised Provider in 24 months; or

(g) the Recognised Provider has engaged, or nib has reasonable grounds for suspecting that the Recognised Provider has engaged, in the following behaviour:

i. any type of fraudulent or misleading behaviour;

ii. has provided false or misleading information or withheld relevant claiming information, when making or facilitating a Claim;

iii. has provided inaccurate records of treatments, services or procedures, created or provided false or altered documentation or invoices;

iv. has entered an agreement with an nib Member to claim Benefits inappropriately;

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v. the Recognised Provider is claiming or facilitating an nib Member to Claim for services or treatments that were not provided; or

vi. behaviour that may cause brand or reputational risk to nib.

A Recognised Provider or nib may terminate the Agreement without cause by giving 60 days' notice in writing to the other party. This termination by notice does not affect any claim either the Recognised Provider or nib may have against the other arising out of the Agreement at the date of the termination.

If nib suspends the Agreement with a Recognised Provider, the Provider will not be a Recognised Provider during the period of suspension and nib will not pay any Benefits to nib Members for General Treatment provided by the Recognised Provider during that period.

If the Agreement with a Recognised Provider is terminated, the Provider will no longer be a Recognised Provider and nib will not pay any Benefits to nib Members for any General Treatment provided by the Recognised Provider from the date of the termination.

14. nib may audit Recognised Providers.

A Recognised Provider must, at their own cost, provide nib with copies of documents and records relating to any Claims on request, within 14 days of the request. If any documents are not in English, the Recognised Provider must arrange for the translation of those documents at their own cost.

If requested documents and records are held by a company or other legal entity who employs or engages the Recognised Provider, the Recognised Provider must obtain the documents and records from that entity and ensure that it has legal rights to do so.

nib may visit the premises on which a Recognised Provider's practice is located during business hours to inspect, or take copies of, documents and records relating to any Claims. nib must provide at least 14 days' notice prior to the visit and the Recognised Provider must give nib access to the premises and requested documents.

nib may seek the repayment of any Benefits paid to a Recognised Provider that the Recognised Provider or a nib Member was not entitled to receive under these Terms and Conditions or the Fund Rules. nib must notify a Recognised Provider in writing of the details of the Benefits incorrectly paid and the amount owed by nib. The Recognised Provider must pay this amount as a debt owing to nib within 30 days of receiving the notice. If the Recognised Provider fails to pay or repay the debt (or any portion of the debt) within 30 days, nib may set off the amount against any amounts payable to the Recognised Provider.

15. Reporting inappropriate claiming behaviour

If a Recognised Provider suspects fraud has been committed or inappropriate claiming behaviour has occurred, either by a nib Member or another Recognised Provider, the Recognised Provider must report this to nib on 1300 017 157 or by email at nibinvestigations@nib.com.au. The Recognised Provider may choose to identify themselves or remain anonymous.

16. Modern Slavery

The Recognised Provider must ensure that:

(a) it will comply with the Code of Conduct at all times during the term of this Agreement as it relates to Modern Slavery;

(b) it does not engage in any conduct or omission which may contravene any Modern Slavery Laws; and

(c) it will implement due diligence procedures for its own suppliers, and other persons in their supply chain to ensure that there is no, or there is no risk of, Modern Slavery in its supply chains.

17. Waiver

The failure of a party at any time to require performance of any obligation or enforce a right under this Agreement does not constitute a waiver of that party's right, unless written notice is given to that effect.

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18. Governing law and jurisdiction

(a) This Agreement is governed by the law applicable in the State of New South Wales.

(b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

19. Glossary

Benefit means an amount of money payable by nib to, or on behalf of, an nib Member under their health insurance policy.

Claim means a claim submitted to nib for the payment of Benefits.

Code of Conduct means the nib Supplier Code of Conduct located on the nib website **www.nib.com.au** as updated by nib from time to time.

Effective Date means the date specified at the commencement of these Terms and Conditions, as updated by nib after each amendment of these Terms and Conditions.

Fund Rules means the rules established by nib that govern an nib Member's eligibility for Benefits.

General Treatment has the same meaning as set out in section 121-10 of the *Private Health Insurance Act 2007* (Cth) as amended from time to time, but excluding Hospital-Substitute Treatment.

Hospital-Substitute Treatment has the same meaning as set out in section 69-10 of the *Private Health Insurance Act 2007* (Cth), as amended from time to time.

Modern Slavery means the exploitation of a worker, human trafficking, slavery, servitude, forced labour, debt bondage or deceptive recruiting for labour or services, or similar types of conduct.

Modern Slavery Laws means any Law which prohibits Modern Slavery and which is applicable or otherwise in force in the jurisdiction in which nib or the Provider is registered or conducts business or in which activities relevant to this Agreement are to be performed, or which imposes Modern Slavery reporting obligations on one or both of the parties to this Agreement.

Law means any Federal, State or Territory legislation.

nib means nib health funds limited ACN 000 124 389 having its registered office at 22 Honeysuckle Drive, Newcastle, New South Wales 2300, a registered private health insurer under the *Private Health Insurance Act 2007* (Cth).

nib Member means a person who is insured by nib under a health insurance policy including policyholders who are Australian residents, international students or international workers, and policyholders of health insurance brands underwritten by nib but sold under a different brand including, but not limited to GU Health, Australian Pensioners Insurance Agency (APIA), Suncorp, Priceline, AAMI, Qantas Health Insurance or ING.

nib Member Feedback Survey means nib's survey of nib Members to request feedback regarding their General Treatment experience. This includes surveys asking nib Members about the likelihood that the nib Member would recommend a Provider.

Other Providers means Providers that supply health management programs.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Profession-specific Recognition Criteria means the recognition criteria determined by nib and set out on its website for certain categories of General Treatment.

Professional Body means a registration board or body that registers health professionals under Law or any professional association that governs Providers and has been approved by nib.

Provider means a provider of General Treatment.

Provider Number means the provider number issued by nib to a Provider to identify the Provider for the purpose of making or facilitating Claims.

Private Practice means a professional practice (sole, partnership or group) that is self-supporting primarily through fees received from patients and the practice's expenses (e.g. accommodation, facilities and services) are not provided or subsidised by any publicly funded body such as a public hospital or a university.

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Recognised Provider has the meaning given to that term in clause 1.

Regulated Provider means a Provider who practises in a profession that is covered by the National Registration and Accreditation Scheme (NRAS).

Related Body Corporate has the meaning given in section 9 of the *Corporations Act 2001* (Cth).

Self-regulated Providers means a Provider who is not a Regulated Provider.

Sensitive Information means information or an opinion about an individual's racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preferences or practices, criminal record, health information about an individual, genetic information about an individual that is not otherwise health information.

Telehealth has the same meaning as in the Fund Rules.

Working Days means any day that is a Monday, Tuesday, Wednesday, Thursday or Friday and does not include public holidays in the relevant State or Territory where the Recognised Provider is located.

20. Contact us

For further information, please contact nib Provider Relations:

Email: **providers@nib.com.au**

Phone: **1300 853 530**

As a valued provider of clinical services to our Members, your opinion is important to us. If you have a concern or complaint, please contact us on **providercomplaints@nib.com.au**