

Nurses & Midwives Health Pty Limited General Treatment Provider policy

1. General

- a) Under the [Nurses & Midwives Health Pty Limited \(NMH\) Rules](#), We only pay benefits for treatment by a Recognised Provider. These terms and conditions (“these terms”) are the terms on which We recognise providers of General Treatment for the purpose of paying benefits. We will assume Your agreement to these terms at and from the time a Member submits an eligible claim to Us for Your services unless You inform Us otherwise.
- b) This policy describes, but does not limit, the circumstances in which we may recognise or de-recognise a provider.
- c) If there is any inconsistency between these terms and the terms of any other agreement between Us and You, these terms will prevail to the extent of that inconsistency.

2. Glossary

- a) **'Fund Rules'** means the Health Benefit Fund Rules of Nurses & Midwives Health Pty Limited.
- b) **'General Treatment'** has the same meaning as set out in section 121-10 of the Private Health Insurance Act 2007 or any of amendment or replacement of it.
- c) **'Member'** means a person who is a financial member of Nurses & Midwives Health Pty Limited with cover for General Treatment and in the case of a family membership, includes all dependants covered by that membership. Member also encompasses the concepts of Primary Member and Insured Member as defined in the Fund Rules.
- d) **'Policy'** means a health insurance policy as defined in section 63-10 of the Private Health Insurance Act which is issued by Us.
- e) **'Practice Address'** means the address You have provided to Us as the location at which You operate.
- f) **'Private Health Insurance Act'** means the Private Health Insurance Act 2007 or any amendment or replacement of it.
- g) **'Private Practice'** means a business that is self-supporting principally through fees received from patients and whose accommodation, facilities and services are not provided or subsidised by another party such as a public hospital or publicly funded facility.
- h) **'Professional Body'** means and includes:
 - (1) Any registration board(s) that register health professionals under relevant Federal, State or Territory legislation and is relevant to Your profession;
 - (2) Any professional association relevant to Your profession; and
 - (3) Any court, tribunal, commission, board, committee or body that hears complaints relating to a breach of professional standards by members of Your profession.

i) **'Provider'** means:

(1) an Allied Health Professional as defined in the Health Insurance (Allied Health Services) Determination 2007 or any amendment or replacement of it; or

(2) a health care provider, as defined or used in the Private Health Insurance (Accreditation) Rules 2011 or any amendment or replacement of it.

j) **'Usual and Reasonable Charge'** means:

(1) the usual or customary fee charged for a given service by similarly qualified health practitioners or Providers; or

(2) a reasonable charge for a given service determined by Nurses & Midwives Health Pty Limited, having regard to the usual charges for a similar service or item as advised by a Recognised Provider's professional association or body.

k) **'Recognition Date'** means the date on which you first provided a General Treatment service to a Member for which an eligible claim was made and for which We recognised You as a provider of General Treatment for the purpose of paying benefits.

l) **'We', 'Our', Us' 'NMH'** and **'Nurses & Midwives Health Pty Limited'** means the Nurses & Midwives Health Pty Limited ABN 70611479237 that is a registered private health insurer.

m) **'You', 'Your'** and **'Recognised Provider'** means a Provider recognised by Nurses & Midwives Health Pty Limited, except for:

(1) Providers of ambulance services;

(2) Providers of approved health management programs;

(3) Providers of chronic disease management programs; and

(4) Providers of hospital services

(5) Providers of hospital substitute services.

3. Recognition requirements

Recognition by NMH is a prerequisite to any payment of benefits. NMH considers that you are a Recognised Provider if:

a) As a general treatment provider you are registered or hold a license under relevant Federal, State or Territory legislation to provide the service; and you have a current and valid Medicare provider number for each location where you engage in Private Practice; or

b) As a natural therapy provider you have been recognised by a NMH approved Professional Body; and Your recognition, first aid and professional indemnity insurance are all current and have been provided to the approved Professional Body; and

c) You are in Private Practice; and

d) You satisfy all requirements and meet our expectations set out in these terms and conditions, as amended from time to time.

4. What You must do as a Recognised Provider

It is a condition of Nurses & Midwives Health Pty Limited recognition that You comply with these terms and that:

a) You:

(1) Comply with the standards for treatment as applicable to You as specified in the Private Health Insurance (Accreditation) Rules 2011 or any other amendment or replacement of them; and

(2) Provide Us with evidence of that compliance by providing to Us on request evidence of all relevant permissions, approvals, registrations, accreditations, qualifications, memberships, licences, certifications and other forms of recognition;

(3) continuously hold current professional indemnity and/or medical indemnity insurance (as required) along with public and product liability insurance to a minimum value of \$1 million per claim, expressly for the services You provide to Members;

(4) You comply with all standards, guidelines, obligations and legislation relevant to Your profession and the services You provide to Members;

(5) You do not allow another person to perform services and invoice Us or Members using Your provider number (with the exception of services performed by dental hygienist where We have not issued a separate provider number and where the law permits this practice);

(6) All services claimed are provided to the member within Australia;

(7) You comply with any reasonable request from Us;

(8) You agree to allow Us and Our agents to:

(a) Make enquiries of any educational institution, professional association, registration body, government department or agency, statutory, semi-government or other body regarding Your professional education and qualifications and/or professional and ethical conduct, including but not limited to any applications for membership, accreditation, registration, licensing, certification or other form of recognition, whether such application was successful or not and whether such application was withdrawn or not. You further consent to and authorise any such body to release to Us or Our agent copies of all documentation, applications or reports related to those enquiries; and

(b) Release any information supplied in such applications or in Your application to Us to an

independent third party for assessment;

(9) You do not use any of Our brands, names or trademarks, including representing that You are endorsed by Us, without Our expressed written consent;

(10) You communicate swiftly and effectively in both written and spoken English with Us, with Members and with emergency services; and

(11) You notify Us immediately if a Professional Body places any restrictions or limitations on Your registration with or membership of it.

5. What You should expect from Us

As a Recognised Provider You can expect Us to pay claims for General Treatment services You provide to Our Members when:

(1) You have complied with these terms;

(2) The Member is entitled to be paid a Benefit and lodges an eligible claim for Your General Treatment services or You submit the claim electronically direct to Us against a Policy that covers the said General Treatment service; and

(3) The claim and services are in accordance with all Our Fund Rules and the Provider Agreement with HICAPS and CSC HealthPoint.

6. Receipts and invoices

a) Receipts and invoices issued to Members by You should be on Your official letterhead paper, or on a receipt stamped with an official provider stamp, be an accurate representation of the treatment episode and include:

(1) Your full name, Practice Address and telephone number (must be included as part of provider letterhead or stamp and not handwritten).

(2) Your company, trading name, ABN and/or ACN as applicable.

(3) Patient's full name and address.

(4) Date of service(s) and where the service(s) took place.

(5) Itemisation, description and cost of the service(s).

(6) Date the account or invoice was issued.

(7) Details of amounts paid and outstanding balances.

(8) The words "duplicate" or "copy" on any duplicate invoices issued or where the document provided is a quote, it should be marked as a "Quote" or "Estimate".

b) You or Your employees must not act as an agent and submit claims on a Member's behalf except in the use of electronic claiming (HICAPS or CSC HealthPoint).

7. Patient Records

a) For each Member You treat You must maintain accurate patient records which include:

(i) Patient's details (including full name, date of birth, gender, address and contact details).

(ii) Date of each treatment.

(iii) Nature of the treatment.

(iv) Nature of the condition (symptoms/reason for seeking treatment).

(v) Any improvements/baseline measures/outcomes reached.

b) Member patient records should be kept for the minimum time prescribed in legislation relevant to Your profession. Where no such legislation exists – for a minimum period of 7 years and where the member is under 21 years for a period of 7 years after he or she would have reached 21 years of age.

c) You must maintain a records keeping system that records the full name and treatment time of each Member patient.

d) Member patient records must be maintained in English or must be translated into English at Your expense.

e) When you supply goods that have been specifically fabricated or customised for the sole use of an individual patient who is a NMH member, you must retain a copy of any order forms and supplier invoices that relates to that good and make available when requested. This includes, but not limited to, dentures, dental crowns, bridges, custom made orthoses and optical lenses.

f) Member patient records relating to claims must be made available to Us, on request for audit purposes within 10 days of a written request or at the time of an on-site audit.

g) Electronic Member patient records must be regularly backed-up with a duplicate copy stored securely off site.

You agree that We may audit Our Members patient records at any time on reasonable notice during normal business hours for the purpose of verifying benefits claims to protecting Our legitimate business interests

8. When We may not pay a benefit

There are circumstances when benefits are not payable for a claim made for a service. These include but are not limited to where:

- a) The Provider is not a Recognised Provider;
- b) The Provider is not in Private Practice;
- c) The Member is entitled to compensation or recovery from a third party including workers' compensation;
- d) The service was provided prior to Your Recognition Date;
- e) The Member is not financial or otherwise covered on the date of the service;
- f) The goods or services have not been provided to the Member at the date of the claim;
- g) Benefits are not payable where an Insured Member is unable to provide a receipt in such form as NMH may reasonably require;
- h) Account/invoice/receipt is not original or the details have been altered;
- i) The charge is for services not covered e.g. the preparation of reports;
- j) Payment is also sought from another source including Medicare Australia for all or part of the services;
- k) The Member has received more than one service (excluding dental and optical services) on the same day by the same provider, in which case the treatment that attracts the highest Benefit will be paid;
- l) The service is illegal (e.g. imported medicines);
- m) The service was not administered by You. For example, the services were administered by students working under Your direct supervision and/or instruction (with the exception of services administered by dental hygienists where We have not issued separate provider numbers and where the law permits this practice);
- n) The service does not meet the standards for treatment specified in the Private Health Insurance (Accreditation) Rules 2011 or any amendment or replacement of them;
- o) The service is not General Treatment for a specific health condition;
- p) We, after receiving independent medical or clinical advice, consider that the service is inappropriate;
- q) Benefits are not payable where a service was not provided in person and face to face with the member (with the exception of Skype sessions for psychology);

r) Benefits are not payable for any Services which an Insured Member is entitled to receive without charge, for example, repatriation or social security benefits;

s) Benefits are not payable where the Service was provided free of charge or on presentation of a gift voucher;

t) The goods or services have not been provided in Australia to the member;

u) Services and treatment for themselves as an individual (or Member) or to a practitioner's spouse, defacto partner or dependents; or business partner; or business associates; or the spouse, defacto partner or dependents of the partitioners partner.

9. Privacy

a) It is important to Us that Our Members' personal information is collected, stored and transmitted in a secure manner and in accordance with the relevant privacy legislation.

b) Information provided to Us will be handled in accordance with Our Privacy Policy. A copy can be found at www.nmhealth.com.au You agree to establish, maintain and enforce appropriate policies and procedures, and associated access controls and other technological measures to ensure Our Members personal information is protected in accordance with relevant privacy legislation. Further, You agree to co-operate with Our reasonable request or directions concerning storage, security, use and disclosure of our Members personal information.

c) If You do not wish Us to hold Your details We will be unable to assess claims for Our Members and therefore You will not be able to be a Recognised Provider.

d) You agree to allow Us to provide your name, Practice Address, contact number/s, practice details and charging information to Members for their information, including but not limited to posting it on Our website while You are a Recognised Provider.

10. Why Nurses & Midwives Health Pty Limited may de-recognise a Provider

a) We may decide to de-recognise a Recognised Provider if We conclude that, in Our reasonable opinion, the Recognised Provider has:

(1) acted unlawfully, meaning that:

(a) the Recognised Provider has been convicted of a criminal offence;

(b) a civil penalty has been imposed on the Recognised Provider; or

(c) a criminal offence has been proven but no conviction recorded; or

(2) treatment by You does not meet the standards specified in Rules 7, 8, 9 and 10 of the Private Health Insurance (Accreditation) Rules 2011;

- (3) You acted improperly or unprofessionally, meaning that professional disciplinary proceedings have resulted in a finding adverse to the Recognised Provider;
 - (4) breached any contractual agreement which the Recognised Provider has entered into with Us;
 - (5) acted in a manner that would be unacceptable to the general body of Providers in that discipline;
 - (6) breach any of their association's code of conduct, accreditation or other regulatory requirements;
 - (7) engaged in unsatisfactory billing practices, meaning that the Recognised Provider has routinely billed in excess of what would be a Usual and Reasonable Charge for its services;
 - (8) records of benefits claimed are reasonably deemed by NMH to be irregular, inappropriate or inaccurate;
 - (9) use NMH's brand or intellectual property without prior consent from NMH;
 - (10) acted adversely to the interest, business or reputation of NMH;
 - (11) NMH has chosen to cease recognition of the provider's service type;
 - (12) You breach any of these terms and, after receiving notice of the breach, you fail to rectify the breach within 7 days. We may choose not to pay benefits for any claims made by Members for services provided by you during the period of Your non-compliance with any of these terms; or
 - (13) We believe in Our reasonable opinion that a Member's or Members' safety may be at risk.
- b) We reserve our right to disclose the details of any complaints or allegations to any relevant Professional Body.
- c) You may terminate these terms without cause by giving 21 days' notice in writing to Us. This termination by notice does not affect any claim either You or We may have against the other arising out of these terms at the date of the termination.
- d) We may terminate these terms by giving 21 days' notice in writing to You if You or the services you provide do not meet, or cease to meet, the standards for treatment specified in rules 7, 8, 9 or 10 of the Private Health Insurance (Accreditation) Rules 2011 or any amendment or replacement of them. This termination by notice does not affect any claim either You or We may have against the other arising out of these terms at the date of the termination.

11. How long is a Provider de-recognised for?

- a) A de-recognised Provider may be advised of a date after which they may reapply for recognition. Reinstatement of recognition is based on the Provider being able to reasonably satisfy Our concerns relating to their suitability as a Recognised Provider.
- b) A provider who is de-registered due to illegal activities or gross misconduct will not be entitled to re-register with NMH.

12. Lodging an appeal

- a) If a Provider wishes to appeal against de-recognition, they should do so immediately and in writing. We will not consider appeals from Providers when received more than 7 days after We notify a Provider of Our intention to de-recognise them.
- b) We will aim to provide a response to the appeal within 7 days of receipt. If We require further time We will advise the Provider of the expected timeframe. The Provider's recognition will be suspended during the appeal process.
- c) We will notify the Provider of Our final decision in writing. If you are not satisfied with the response, you can write to or contact an external dispute resolution scheme e.g. Private Health Insurance Ombudsman.

13. Changes to these terms

- a) From time to time We may update or change these terms.
- b) We will place a notice on Our website advising of any changes adversely affecting Recognised Providers.

14. Laws that apply to these terms

These terms are governed by the laws of the state of New South Wales and the parties submit to the jurisdiction of the courts of New South Wales.

15. Reporting fraud

If You suspect that a person or group is engaging in health insurance fraud, please contact Our investigations team on [02 8346 2207](tel:0283462207) or email investigations@nmhealth.com.au.

16. Who can I contact to find out more?

Contact a member of Our Provider Relations Team for more information by emailing providerrelations@nmhealth.com.au