

Terms and Conditions

For CBHS Group recognised providers of Extras services

Effective Date: 1 April 2023

1. General

- 1.1 These Terms and Conditions set out the conditions upon which CBHS Group (**CBHS**) recognises Providers for the purpose of paying Benefits for Extras Services. In order to receive a payment from CBHS, Providers must be recognised by CBHS as a Recognised Provider.
- 1.2 Classification as a Recognised Provider is at the absolute discretion of CBHS and is subject to the Provider satisfying the requirements of these Terms and Conditions, CBHS Health Benefit Fund Rules (**Fund Rules**), CBHS Group Choice Network Terms and Conditions (where applicable) and/or any other agreements with third parties which process electronic health claims such as CommBank Smart Health, HICAPS or HealthPoint (**Agreement**).
- 1.3 By accepting a payment from CBHS on behalf of a Member or facilitating a claim for Benefits by a Member, a Recognised Provider and any person who assists the Recognised Provider in the administration of their business, agrees to be bound by these Terms and Conditions.
- 1.4 The Terms and Conditions commence on the date a claim is first made for Benefits for Extras Services provided by the Recognised Provider to a Member and ends in accordance with these Terms and Conditions.
- 1.5 If a Recognised Provider is unable to comply with these Terms and Conditions whilst also complying with a standard, policy, code or guideline concerning clinical or patient records published by the Professional Body or regulatory organisation(s) representing the Recognised Provider's health profession (**Professional Standards**), then the Professional Standards take precedence but only to the extent of any inconsistency with these Terms and Conditions.
- 1.6 These Terms and Conditions are governed by the laws of the state of NSW and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of NSW.
- 1.7 Words or expressions with initial capitals in these Terms and Conditions have the same meaning as in the Definitions, Private Health Insurance Act 2007 (Cth) and/or Fund Rules.

2. Recognised provider

- 2.1 A Recognised Provider is:
 - (a) A health professional, a supplier of health services or similar that provides General Treatment or treatment, goods or services for which Extras Benefits are payable by CBHS in Private Practice in Australia; and
 - (b) For each relevant treatment, good or service, holds all necessary registrations, licences or approvals under any relevant State or Territory legislation to render treatment

for which recognition is sought, or to provide goods or services including in relation to the premises from which the treatment, goods or services are to be, or are being, provided; and

- (c) Is professionally qualified and is a member of a professional body recognised by CBHS; and
- (d) Satisfies any other criteria as required by CBHS under an Agreement; and
- (e) Is not suspended, terminated or otherwise not recognised by CBHS; and
- (f) Complies with all other requirements of the Private Health Insurance (Accreditation) Rules.

3. Recognised provider's obligations

- 3.1 Recognition by CBHS is a requirement for the payment of Extras Benefits by CBHS to a Recognised Provider. A Recognised Provider must:
 - (a) Comply with all standards, guidelines, obligations, policies, codes of conduct and legislation relevant to the Recognised Provider's profession and the Extras Services provided to a Member; and
 - (b) Provide CBHS with evidence of all relevant permissions, approvals, registrations, accreditations, qualifications, memberships, licenses, certifications and other forms of recognition, identification documents or information required under an Agreement at no charge and upon request; and
 - (c) Continuously and currently hold professional indemnity insurance along with public and product liability insurance to a minimum value of \$2 million per claim, expressly for the provision of Extras Services and the location at which such services the Recognised Provider offers to Members; and
 - (d) Not allow locum, colleagues, students, assistants, employees or any other person to perform the Extras Services and/or use or invoice Members using the Recognised Provider's provider number without the consent of CBHS in an Agreement (unless provided by a Dental Hygienists, Oral Health Therapists or Dental Therapists under the direction a Dentist duly registered with the Dental Board of Australia); and
 - (e) Not retain possession of a Member's membership card; and
 - (f) Ensure that where a CBHS membership card is presented for the purpose of electronic claiming, the person who received the Extras Service is listed on the CBHS membership card; and
 - (g) Comply with any reasonable request from CBHS at no charge including changing a behaviour which appears

to be irregular or explaining any inconsistencies, irregularities, and anomalies; and

- (h) Comply with the terms of an Agreement; and
- (i) Not engage, participate in, or facilitate any conduct which, in the opinion of CBHS, is considered or suspected to be false, fraudulent or misleading; and
- (j) Repay any Benefits or monies paid to the Recognised Provider where CBHS reasonably determines that the Recognised Provider, or the Member who received the Extras Services, was not entitled to it under an Agreement within 14 days of CBHS' written request. The Recognised Provider agrees that any such amounts may be offset from any other Benefits or monies payable to the Recognised Provider by CBHS; and
- (k) Not use any of CBHS name, logos or trademarks, including representing that the Recognised Provider is endorsed by CBHS, without CBHS' express written consent; and
- (l) Be able to communicate effectively in both written and spoken English with CBHS, Members and emergency services; and
- (m) Ensure the safety and quality of goods obtained from outside Australia and that they comply with applicable Australian standards; and
- (n) Comply with the Australian Consumer Law and in relation to goods obtained from outside Australia have a returns policy; and
- (o) Not discriminate against Members because they hold a private health insurance policy with CBHS including charging Members more than the usual charge that the Recognised Provider has set for providing their goods or services; and
- (p) Satisfy the standards in the *Private Health Insurance (Accreditation) Rules*; and
- (q) Notify CBHS immediately if a claim for Extras Benefits has been made in error.

3.2 A Recognised Provider must notify CBHS immediately:

- (a) If they have not complied with any of their obligations under clause 3.1 or the Recognised Provider's Professional Body or any other authority of competent jurisdiction is investigating the Recognised Provider in relation to allegations that they have committed a breach of a Professional Standards, guideline, code of conduct, law, regulation, policy or ethics statement, that applies to the practice of the Recognised Provider's profession, or has placed restrictions, conditions or limitations on the Recognised Provider's registration or membership with the Professional Body; or
- (b) Of any material change in the way they provide goods or services to Members or any other information which could impact on their recognition as a Recognised Provider with CBHS.

3.3 A Recognised Provider agrees CBHS is authorised to:

- (a) Make enquiries of any Professional Body, regarding the Recognised Provider's professional education and qualifications and/or professional and ethical conduct including 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. A Recognised Provider further consents to and authorises any such body to release to CBHS copies of all documentation, applications or reports related to those enquiries; and

- (b) Release any information received under clause 3.3(a) to an independent third party for assessment; and
- (c) Advise a Member who has been treated by the Recognised Provider within the previous 12 months of any information received under clause 3.3(a) and inform them that the Provider is no longer a Recognised Provider with CBHS; and
- (d) Inform and disclose reasons to the Recognised Provider's Professional Body that CBHS has ceased to recognise the Recognised Provider.

4. Payment of benefits

4.1 CBHS must pay Benefits for Extras Services provided by a Recognised Provider to a Member if:

- (a) Benefits are payable to the Member under the Fund Rules; and
- (b) The Recognised Provider has complied with these Terms and Conditions and an Agreement; and
- (c) The circumstances in clause 5 do not apply; and
- (d) The Member has lodged an eligible claim for the Extras Services or the Recognised Provider has submitted an eligible claim electronically and directly to CBHS; and
- (e) The Recognised Provider has obtained the Member's consent for CBHS to access the Member's Patient Records held by the Recognised Provider for audit and assessment purposes.

5. When CBHS may not pay a benefit

5.1 CBHS will not pay Benefits for Extras Services provided by a Recognised Provider in the following circumstances:

- (a) The Recognised Provider has breached their obligations under these Terms and Conditions or an Agreement; or
- (b) The Member is entitled to compensation or recovery from a third party (for example, workers compensation, third party insurance and public liability) for the Extras Services already performed; or
- (c) The Extras Service was provided prior to the date the Provider became a Recognised Provider; or
- (d) The Member is in arrears with premium payments or is otherwise not covered under a private health insurance policy with CBHS as at the date of service; or
- (e) The Extras Service has not been provided to the Member on the date of service; or
- (f) The Extras Service has not been provided in a Private Practice, in person in Australia to the Member and CBHS has not authorised in writing the Recognised Provider to deliver Extras Services in another manner; or

- (g) The account, invoice or receipt provided to CBHS to support the claim's details have been altered; or
- (h) The Member is eligible to receive payment for the Extras Service from another source, including Medicare, for all or part of the Extras Service; or
- (i) The Member has received more than one Extras Service on the same day, in which case CBHS may only pay a Benefit for the first eligible claim received by CBHS at its discretion; or
- (j) The Extras Service is illegal or otherwise does not comply with the *Private Health Insurance Act*; or
- (k) The Extras Service does not meet the standards for treatment specified in the *Private Health Insurance (Accreditation) Rules*; or
- (l) The goods and/or services provided by the Recognised Provider is not an Extras Service and/or is not treatment of a specific health condition; or
- (m) The Extras Service is deemed by CBHS, after receiving independent medical or clinical advice, to be inappropriate, not reasonable, or experimental; or
- (n) The Extras Service is not recognised by CBHS or is otherwise not permitted by law (for example, the dispensing of herbs and supplements or writing reports); or
- (o) The Extras Service was not provided by a Recognised Provider personally; or
- (p) The claiming Member is also the Recognised Provider or the Recognised Provider's partner or immediate family or is employed or is a business partner at the same practice as the Recognised Provider or is not independent of the Recognised Provider's practice; or
- (q) If in the opinion of CBHS, a Recognised Provider has committed or participated in any fraudulent or misleading activity in relation to provision of an Extras Service.

6. Receipts and invoices

- 6.1 Recognised Providers who provide Extras Services to a Member must issue invoices and receipts to that Member on the Recognised Provider's official letterhead, that is a true and accurate representation of the Extras Services provided and must include:
- (a) The individual Recognised Provider's full name, provider number, company name, trading name, ABN and/or ACN as applicable; and
 - (b) an Australian address at which the Recognised Provider operates and the email and telephone number at that address; and
 - (c) Member's full name and address; and
 - (d) The date that the Extras Services were provided to the Member, the location where the Extras Services were provided, if different from the Recognised Provider's address under clause 6.1(b) and whether they provided mobile or telehealth services; and
 - (e) Clearly itemised private health insurance claiming codes for the Extras Services and description and cost of the Extras Services; and

- (f) The date the invoice or receipt was issued; and
- (g) Details of the amounts paid and outstanding balances; and
- (h) The words "duplicate" or "copy" if any duplicate invoices or receipts are issued; and
- (i) The words "quote" or "estimate" if the document provided is a quote and not the final invoice or receipt.

6.2 A Recognised Provider must not act as an agent and submit claims on a Member's behalf except where agreed with CBHS in writing, and in the use of electronic claiming platforms such as CommBank Smart Health, HICAPS or HealthPoint.

6.3 A Recognised Provider must retain all invoices and receipts for at least 24 months from the date of the Extras Service, or longer where required by law. A Recognised Provider acknowledges that some receipts are thermal receipts (such as HICAPS and HealthPoint receipts) and are susceptible to damage due to exposure to heat, light, moisture and plastics, and agree to ensure the proper preservation of these receipts for at least 24 months from the date of the Extras Service.

7. Patient records

- 7.1 A Recognised Provider must maintain accurate and understandable patient records of each Extras Service provided to a Member at the time of providing the Extras Service or as soon as practicable afterwards, which include:
- (a) The Member's details (including full name, date of birth, gender, address and contact details); and
 - (b) The date and time of each Extras Service and all procedures conducted; and
 - (c) The nature of the Extras Service; and
 - (d) The nature of the Member's illness or condition, symptoms and reason for seeking the Extras Service; and
 - (e) Any improvements, baseline measure and outcomes reached; and
 - (f) The Member's relevant medical or health history and nature of Member's health management program (if any); and
 - (g) the Member's consent to receive the Extras Service; and
 - (h) the Recognised Provider must be easily identified as the treating practitioner.
- 7.2 A Recognised Provider must maintain diagnostic instruments, records and models related to the Extras Service provided to Members including x-rays, scans, photographs, plaster casts and study moulds. If Recognised Providers supply goods that have been specifically fabricated or customised for the sole use of a Member, the Recognised Provider must retain a copy of any order forms and supplier invoices that relate to those goods including dentures, dental crowns, bridges, custom made orthoses and optical lenses.
- 7.3 A Recognised Provider must keep the Patient Records for a minimum of 7 years from the date of the Extras Service.
- 7.4 A Recognised Provider must regularly back up electronic Patient Records with a duplicate copy stored securely off-site.

- 7.5 A Recognised Provider must maintain Patient Records in English or if they are maintained in another language and are requested by CBHS, they must be translated at the Recognised Provider's expense.
- 7.6 Recognised Providers must ensure that the Patient Records are, on request by CBHS, made available within ten business days of any request under this clause 7.

8. Audit

- 8.1 A Recognised Provider must make available, at their cost, to CBHS any information or documents relating to a Member including receipts or invoices issued for Extras Services, Patient Records and details of any goods ordered or supplied as part of the Extras Services (such as lenses, frames, dental implants, hearing aids, mouthguards, splints and custom made orthotics, etc) within ten business days of written request from CBHS.
- 8.2 The Recognised Provider must ensure that it has all necessary consents required to enable it to comply with this clause.
- 8.3 Failure to comply with audit requests and/or supplying the requested information for auditing purposes may result in imposing conditions, suspension or termination of a Recognised Provider.

9. Indemnity

- 9.1 Recognised Providers are liable for and agree to defend, indemnify and hold harmless CBHS against:
 - (a) all losses suffered by CBHS; and
 - (b) all liabilities incurred by CBHS; and
 - (c) all reasonable costs payable by CBHS to its own legal representatives, as a result of, arising from or in connection with any breach by the Recognised Provider, except and to the extent that the loss, liability, or cost was caused by CBHS.

10. Privacy

- 10.1 A Recognised Provider must comply with relevant privacy and health records legislation, including the Privacy Act) in relation to the Member's personal information. Recognised Providers must notify CBHS within 48 hours if they reasonably believe that they have breached this clause or there has been an unauthorised access or loss of a Member's personal information.
- 10.2 CBHS' Privacy Policy explains how CBHS collects, uses, discloses and keeps and secures personal information including how to opt out from direct marketing, how to request access to, and a correction of, the Recognised Provider's personal information or how to complain about a privacy breach. For a copy of CBHS' Privacy Policy, call our Member Care Team on 1300 654 123 or go to www.cbhs.com.au/privacy-policy
- 10.3 A Recognised Provider consents to CBHS collecting, storing, using and disclosing their personal information including to assess a claim by a Member.

11. Imposing conditions, suspending or terminating the provider's status as a recognised provider

- 11.1 CBHS may impose conditions, suspend or terminate this or any Agreement with a Recognised Provider (including all provider numbers associated with the Recognised Provider) by providing written notice if one or more of the following occurs:
 - (a) The Recognised Provider commits a breach of any of the provisions of an Agreement and after receiving notice of the breach, the Recognised Provider fails to rectify the breach within 7 days; or
 - (b) CBHS reasonably considers that a Recognised Provider has, or has potential to bring into disrepute CBHS' brand, reputation or status; or
 - (c) There has been no claim made in the last 24 months by a Member for Benefits in relation to an Extras Service provided by the Recognised Provider; or
 - (d) CBHS reasonably considers that imposing conditions, suspension or termination of the Agreement is necessary for the financial integrity and/or reputation or goodwill of CBHS; or
 - (e) The Recognised Provider ceases to be registered by, or be a member of, a Professional Body or meet any criteria required to be a Recognised Provider by CBHS under an Agreement; or
 - (f) The Recognised Provider does not comply with any law (including if the Recognised Provider is convicted of a crime); or
 - (g) A Professional Body or court finds that the Recognised Provider has committed a breach of a professional standard or provided a service that is unnecessary, not reasonably required, or excessive; or
 - (h) CBHS believes in its reasonable opinion, that a Member or Member's safety may be at risk; or
 - (i) A Recognised Provider allows other persons to use their provider number without having had provided the Extras Service.
- 11.2 CBHS may impose conditions, suspend or terminate a provider's status as a Recognised Provider by giving 14 days' written notice to the Recognised Provider.
- 11.3 CBHS may impose conditions, suspend or terminate a Recognised Provider's access to electronic claiming (such as CommBank Smart Health HICAPS or HealthPoint) immediately where it finds that the Recognised Provider is not complying with any of the terms of an Agreement or these Terms and Conditions.
- 11.4 If CBHS suspends the provider's status as a Recognised Provider, the Provider will not be a Recognised Provider during the period of suspension and CBHS will not pay any Benefits for any claims made by Members for Extras Services provided by that provider during the period of suspension.
- 11.5 If an Agreement is terminated, the Provider will no longer be a Recognised Provider and CBHS will not pay any Benefits for any claims made by a Member for Extras Services provided by that provider from the date upon which the termination came

into effect.

- 11.6 CBHS may disclose the details of any complaints or allegations received about a Recognised Provider to any relevant Professional Body.
- 11.7 If CBHS has imposed conditions, terminated or suspended a Provider's status as a Recognised Provider, the Recognised Provider must provide full and transparent disclosure of all the relevant circumstances and obtain the Member's fully informed consent including an acknowledgment they will not be able to claim benefits before providing any Extras Services to that Member. This clause survives the termination of an Agreement.

12. Lodging an appeal

- 12.1 If a Provider wishes to appeal against de-recognition, they should do so immediately and in writing. CBHS may elect to not consider appeals from a Provider if received more than 7 days after CBHS notifies a Recognised Provider of a breach of an Agreement or these Terms and Conditions.
- 12.2 CBHS will aim to provide a response to the appeal within 7 days of receipt. Should CBHS require further time, the Provider will be advised of the expected timeframe within 7 days of receipt. The Provider's recognition as a Recognised Provider will be suspended during the appeal process.
- 12.3 CBHS will notify the Provider of its final decision in writing. If a Provider is not satisfied with the response, they can write to or contact an external dispute resolution scheme e.g. Private Health Insurance Ombudsman.

13. Modern slavery

- 13.1 The Recognised Provider must ensure that they do not engage in any conduct or omission which may contravene any Modern Slavery Laws and that they conduct their business in a manner that is consistent with Modern Slavery Laws. A Recognised Provider must promptly notify CBHS as soon as it becomes aware of a potential, suspected or actual breach of this clause 13.
- 13.2 A Recognised Provider must implement due diligence procedures for its own suppliers, and other persons in their supply chain to identify the risk of modern slavery in its supply chains.
- 13.3 The Recognised Provider warrants that they have not been investigated, convicted or subject of any inquiry or enforcement of any offence involving the Modern Slavery Laws, modern slavery and/or human trafficking.

14. Changes or additions to terms and conditions

- 14.1 CBHS may update or change these Terms and Conditions by giving the Recognised Provider notice on the CBHS website only.
- 14.2 A Recognised Provider should regularly check the CBHS website at www.cbhs.com.au to see the most current version of

the Terms and Conditions.

- 14.3 CBHS may impose additional terms and conditions on a particular Recognised Provider by providing that Recognised Provider with the additional terms and conditions in written form.

15. Reporting fraud

If a Recognised Provider suspects that a person or group is engaging in fraud relating to a CBHS membership, they must contact the CBHS investigations team on 1300 654 123 or email investigate@cbhs.com.au. Any reports made under this clause may be done so anonymously.

16. Definitions

Benefit has the same meaning as set out in the Fund Rules.

CBHS Group means:

- (a) CBHS Health Fund Limited ACN 087 648 717; and
- (a) CBHS Corporate Health Pty Ltd ACN 609 980 896.

Extras Services means services for which an Extras Benefit may be payable in the Fund Rules.

Fund Rules means CBHS Health Benefit Fund Rules available at www.cbhs.com.au

CBHS means CBHS Group.

Choice Network Provider has the same meaning as set out in the Fund Rules.

Member has the same meaning as set out in the Fund Rules.

Modern Slavery Laws means any law which prohibits modern slavery and which is applicable or otherwise in force in the jurisdiction in which CBHS is registered or conducts business or in which activities relevant to the agreement are to be performed, or which imposes modern slavery reporting obligations on one or both of the parties to this agreement, including the *Modern Slavery Act*.

Patient Records means the records set out in clause 7.1 and 7.2.

Professional Body means any educational institution, professional association, registration body or board, government department or agency, statutory, semi-government or other body, court, commission, committee or board relevant to the Recognised Provider's profession.

Provider means a medical practitioner or any person who provides Extras Services.

Private Practice means a professional practice (sole, partnership or group) in Australia that is self-supporting primarily through fees received from patients. This means that the practice's expenses are not provided or subsidised by any publicly funded facility such as a public hospital, community health centre or a university.

Recognised Provider means a person who meets the definition in clause 2 of these Terms and Conditions and in the Fund Rules.