



# Our Ancillary Provider Terms for Natural Therapy Providers

## 1 Our Ancillary Provider Terms

- (a) These Ancillary Provider Terms (“**terms**”) apply to Recognised providers that provide **Natural Therapy** services.
- (b) These Ancillary Provider Terms apply to you from the date you become a Recognised Provider with Bupa. In particular, they apply each time one of our policy holders claims a benefit for goods or services you provide to them.
- (c) Our relationship with our policy holders is governed by the terms of our Fund Rules.
- (d) In these terms, “**goods**” and “**services**” mean respectively, goods and services for which we agree, under our relevant health insurance policies, to pay benefits.
- (e) In order to be and continue to be a Recognised Provider with Bupa you must meet and continue to comply with these terms.

## 2 Professional Standards

As a Bupa Recognised Provider you must meet the applicable professional standards set out below.

- (a) If you are a member of a profession covered by the NRAS you must:
  - (i) meet Bupa’s Provider Recognition Criteria for your profession;
  - (ii) be registered or hold a licence under the relevant National, State or Territory legislation to provide the goods and services for which you seek Bupa’s recognition as a Recognised Provider;
  - (iii) meet all standards set by the Registration Board for your profession, the Private Health Insurance (Accreditation) Rules and any other applicable state or national body that regulates your profession; and
  - (iv) notify Bupa immediately if you cease to practice or your registration with your Registration Board, AHPRA or relevant Professional Body ceases or becomes subject to any type of restriction, reprimand and/or notation, or if you have been convicted of a felony.
- (b) If you are a member of a profession not covered by the NRAS you must:
  - (i) meet Bupa’s Provider Recognition criteria for your profession;
  - (ii) meet all applicable professional standards set out by the Private Health Insurance (Accreditation) Rules and any other applicable state or national body that regulates your profession;
  - (iii) be professionally qualified and, where required by Bupa, be a member of a Bupa recognised Professional Body; and
  - (iv) notify Bupa immediately if you cease to practice or your membership with the relevant Professional Body ceases or becomes subject to any type of restriction, reprimand and/or notation, or if you have been convicted of a felony.

## 3 Bupa Recognised Provider

If you are a Recognised Provider:

- (a) we will, based on our Fund Rules, pay benefits for goods and services you provide in private practice to our policy holders;
- (b) when promoting your services, you may refer to yourself as a “Bupa Recognised Provider”; and
- (c) we may refer to you as a “Bupa Recognised Provider” in our advertising and promotions.

You will remain a Recognised Provider unless our relationship with you is suspended (see clause 11) or ends (see clause 12).

## Your Obligations as a Bupa Recognised Provider

As a Bupa Recognised Provider you must:

- (a) comply with our Provider Recognition Criteria and these terms;
- (b) comply with the terms of any relevant electronic claiming system, such as HICAPS or CSC Health Point, used to transact with Bupa;
- (c) if not using an electronic claiming system, provide Policy Holder Accounts to our policy holders for each good and service you provide to them;
- (d) maintain a current Bupa issued and/or a Australian Government issued provider number and, if you are a Board Registered Practitioner eligible for a Medicare Australia provider number, a current Medicare Australia issued provider number ("**Provider Number(s)**");
- (e) provide your services with due care and skill and with the level of expertise reasonably expected of a member of your profession;
- (f) not allow your Provider Number(s) to be used by any other person;
- (g) include your Provider Number(s) on all Policy Holder Accounts, invoices and receipts issued to our policy holders for your goods and services, ensuring that such documents include your Provider Number(s) for the location of the provision of those goods and services;
- (h) only provide goods or services to our policy holders at the location to which your Provider Number applies;
- (i) only submit a claim or issue an invoice to one of our policy holders:
  - (i) in relation to goods or services you have provided; and
  - (ii) on or after the date of such service;
- (j) not alter, amend, falsify or omit information on a Policy Holder Account, invoice or receipt (enabling, for example, a policy holder to falsely claim a benefit);
- (k) obtain our prior written consent if you wish to refer to us, our brands, our policy holders or products in your marketing or promotional material (other than by referring to yourself as a "Bupa Recognised Provider");
- (l) not disadvantage Bupa members, such as by charging a fee, solely because a health insurance claim is to be processed;
- (m) permit a person nominated by Bupa to have access, wherever stored, without charge, to all records where a service has been provided to our policy holders; and
- (n) if requested by Bupa, supply Bupa with evidence that you meet the current Bupa Recognition Criteria and comply with these terms.

## 4 Premises

You must:

- (a) practice and consult at and from premises that are, in Bupa's reasonable opinion:
  - (i) clinically appropriate for the practice of your profession and provision of your goods and services;
  - (ii) designed to promote good hygiene practices to the standards expected of your profession; and
  - (iii) otherwise suitable for the delivery of health services.
- (b) comply with any Australian national or state law including any applicable approvals relating to your premises and the clinical treatment you provide;
- (c) maintain the physical aspects of your premises to a satisfactory level. For example, treatment rooms should permit confidential conversations and maintain patients' visual privacy.
- (d) ensure the premises provide a safe environment for patients and practitioners in accordance with Australian national and state law aimed at protecting the health, safety and welfare of anyone at a workplace.

## Handling Information

- (a) When handling Sensitive or Personal Information (as those terms are defined in the *Privacy Act 1988* (Cth)) you must comply – and assist us to comply – with any applicable privacy legislation (including the *Privacy Act 1988* (Cth) and any health records legislation) and industry codes.
- (b) You must keep confidential any of our financial details we disclose to you.
- (c) We must keep confidential any of your financial details you disclose to us except where:
  - (i) we need to obtain financial or legal advice;
  - (ii) we need to advise our policy holders of the amount of any co-payments (although you are responsible for obtaining our policy holders' informed financial consent before providing goods or services for which you wish to charge a co-payment); or
  - (iii) we are required by law to disclose such details.
- (d) In the course of conducting our business, we may disclose your information on a confidential basis to our related entities within the Bupa Group of companies.
- (e) If you believe you have breached this clause, you must immediately notify us of the nature and extent of the breach and promptly make all reasonable endeavours to rectify that breach.

## 5 Claims Verification

- (a) From time to time, we may seek to confirm the validity of a claim for goods or services you have provided to one of our policy holders. Accordingly we may at our cost, conduct an investigation using any or all of the following:
  - (i) our Records;
  - (ii) your Records or, if applicable, the Records of any entity which services or manages your practice; and
  - (iii) an investigator or clinical advisor appointed by us.
- (b) If we ask you to make your Records available to us (or an investigator or clinical advisor appointed by us):
  - (i) we will give you at least two (2) days' notice;
  - (ii) subject to clause 6, you must promptly make those Records available to us or procure the prompt provision of those Records to us; and
  - (iii) if contrary to these terms, your Records are not in English, you will provide at your cost, a translation from a (in our reasonable opinion) reputable, suitably accredited interpreter service.

## 6 Accounting Record Keeping Requirements

- (a) You must keep accurate, legible, contemporaneous, English-written accounting records of each good or service provided to a policy holder.
- (b) Each accounting record must be labelled with the policy holder's identifying details and include the:
  - (i) date of each service;
  - (ii) name of the practitioner who provided the service;
  - (iii) details of the services and goods provided, including the itemised fee for each service and good;
  - (iv) body part/tooth identification number for each service; and
  - (v) details of all payments, including the date of the payment.
- (c) In cases where electronic claiming is not used, an itemised receipt must be issued for each payment indicating the:
  - (i) date of payment;
  - (ii) Provider number(s);
  - (iii) ABN;
  - (iv) name of the practitioner who provided the service;
  - (v) address where the service was provided and the contact telephone number;
  - (vi) name of the patient who received the treatment;
  - (vii) date of the service;
  - (viii) treatments provided and the products supplied and the individual charge for each item treatment or service; and
  - (ix) body part/tooth identification number for each service.
- (d) There can be only one fully itemised original account/receipt. All duplicated accounts/receipts must be endorsed as "duplicate".
- (e) All accounts/receipts should be on printed stationery. If they are produced electronically, either the provider of that service or the provider's representative should sign them at the time of issue.
- (f) Where a quote is itemised, the account/receipt must be endorsed "quote" or "estimate".

## 7 Clinical Record Keeping Requirements

- (a) You must meet the following record keeping requirements and any others required by your Professional Body, according to any applicable Professional Standards and according to law.
- (b) You must make and keep a clinical record of each good and service provided to one of our policy holders. Each record must be accurate, legible and easily readable by a third party, contemporaneous, written in English and clearly indicated as applying to that policy holder. It must be signed or initialled (electronically or penned) by you and include the following details:
- (i) name;
  - (ii) address;
  - (iii) date of birth; and
  - (iv) contact telephone number.
- (c) A relevant medical and health history including details relevant to the presenting condition, including presenting signs and symptoms. Such history may include but should not be limited to:
- (i) previous illnesses
  - (ii) pregnancy status
  - (iii) allergies
  - (iv) current medication
  - (v) details relevant to the presenting condition
  - (vi) presenting signs and symptoms
- (d) The details of each visit by, and good or service provided to, a policy holder must be separately recorded, with each record including the following:
- (i) date of visit;
  - (ii) details of the treatment, including:
    - areas of the body treated;
    - treatment techniques utilised;
    - any herbs or vitamins prescribed, including dosage;
    - any materials used/applied, drugs administered or prescribed including dosage; and
    - any advice or instructions given;
  - (iii) details of referrals made;
  - (iv) outcomes of any previous treatment; plus
  - (v) any other details as recommended by either or both of your Professional Body and Registration Board (as applicable).

## 8 Variations

- (a) We may change the terms and:
- (i) if the change is needed because of a change in law we will notify you, if possible, before the change takes effect;
  - (ii) for any other change we will give you two months' notice of the change.
- (b) If we notify you of a proposed change to these terms, you may end your relationship with us by giving us written notice. Your relationship with us will end on the date that the new terms take effect.

## 9 Suspension

- (a) We may immediately and without notice, suspend your status as a Recognised Provider with Bupa in any or all of the following circumstances:
- (i) we reasonably believe that you no longer meet our Provider Recognition Criteria;
  - (ii) you breach any of these terms and in Bupa's reasonable opinion the breach cannot be rectified;
  - (iii) your membership of a relevant Professional Body or Registration Board has lapsed;
  - (iv) conditions, restrictions and/or reprimands are placed on your membership with the relevant Professional Body or Registration Board;
  - (v) You cease to hold a first aid certificate;
  - (vi) you cease to hold professional Indemnity Insurance; or
  - (vii) your continuing professional education (CPE) points have fallen below the threshold acceptable to your Professional Body, Registration Board or Bupa.
- (b) Your suspension will continue until such time as you provide evidence to our satisfaction that none of the above circumstances continues to apply.

## 10 Termination

- (a) Notwithstanding anything else in these terms, we may, at our sole discretion and on giving you two (2) months' written notice, terminate your status as a Recognised Provider with us and, accordingly, our relationship with you as contemplated by these terms will end. If we do so, we will, in accordance with our Fund Rules, honour all valid claims with respect to goods and services you have provided to our members before the date of termination.
- (b) We may immediately on written notice to you, terminate our relationship with you if:
  - (i) you do not comply with any (civil or criminal) law;
  - (ii) you breach any of these terms and fail to rectify the breach within 30 days of becoming aware of that breach or receiving our notice of that breach, whichever is the sooner;
  - (iii) you breach a material obligation under these terms;
  - (iv) we reasonably believe that you have breached a Professional Standard (for example, if alerted to us by a Bupa appointed independent investigator / adviser, Professional Body, Registration Board or Court) including, but not limited to where you provide a services, treatment or goods that is unnecessary, not reasonably required or excessive or clinically justified in circumstances;
  - (v) in any of the circumstances under which we may suspend your status as a Recognised Provider under clause 11;
  - (vi) we reasonably believe your conduct may adversely impact our goodwill, reputation or business;
  - (vii) we decide to end our relationship with all our Recognised Providers or all members of a particular Professional Body; or
  - (viii) none of our policy holders has made a claim in respect to your goods or services for a continuous period of two (2) or more years.
- (c) We may immediately without notice, terminate our relationship with you in any or all of the following circumstances:
  - (i) you have been convicted of a felony or expelled from a Professional Body or deregistered, suspended or sanctioned by a Registration Board;
  - (ii) we believe on reasonable grounds that your conduct may negatively impact patient care and safety or bring Bupa's brand to disrepute;
  - (iii) conditions, restrictions and/or reprimands are placed on your membership with the relevant Professional Body or Registration Board
- (d) In deciding whether or not to terminate our relationship with you, we may consider (without limitation):
  - (i) the interests of our policy holders;
  - (ii) the impact of your conduct on our goodwill, reputation and business;
  - (iii) the financial integrity of our health fund; and
  - (iv) any written submissions made by you or on your behalf.
- (e) Bupa may in its absolute discretion, upon termination, notify its policy holders that benefits for your services are no longer payable.

## 11 General

These terms are governed by the laws of Victoria, Australia

## 12 Glossary

**AHPRA** means the Australian Health Practitioner Regulation Agency

**Board Registered Practitioner** means a health practitioner registered with a Registration Board.

**Bupa, we, our and us** means Bupa Australia Pty Ltd ABN 81 000 057 590 and its related bodies corporate.

**Bupa Group** means Bupa, Bupa Australia Health Pty Ltd (ABN 50 003 098 655), Bupa Australia Holdings Pty Ltd (ABN 19 129 951 855) and their respective Related Bodies Corporate.

**Fund Rules** means the rules constituting "Our Fund Rules" available at [www.bupa.com.au](http://www.bupa.com.au).

**National Registration and Accreditation Scheme** means the scheme established by the Council of Australian Governments under which allied health practitioners must be registered with a Registration Board.

**Natural Therapy** means the professions listed at [www.bupa.com.au/for-providers/ancillary/For-Natural-Therapists](http://www.bupa.com.au/for-providers/ancillary/For-Natural-Therapists) as amended from time to time

**NRAS** means the National Registration and Accreditation Scheme.

**Policy Holder Account** means a signed statement of account and receipt issued for a good or service you have provided to one of our policy holders which sets out such details as are reasonably necessary for us to assess a claim (including the name and address of your practice, your Provider number(s), patient details and for each good or service provided, the relevant item number/s and/or service descriptions, date of provision and the fee charged relevant to each item number/service).

**Professional Body** means a professional association which we recognise as governing the practitioners of a given profession, and includes AHPRA and any Registration Board.

**Professional Standard** means any law, regulation, rule (including any applicable rule contained in the Private Health Insurance (Accreditation) Rules), policy, professional standard, ethics statement, guideline or code of conduct (whether voluntary or otherwise) that applies to the practice of your profession including, without limitation, any such standard issued by a Professional Body.

**Provider Number(s)** has the meaning given in clause 4(d).

**Provider Recognition Criteria** means the criteria under which we recognise you as a Recognised Provider as set out on our website ([www.bupa.com.au/for-providers/ancillary/For-Natural-therapists](http://www.bupa.com.au/for-providers/ancillary/For-Natural-therapists)) ("Recognition Criteria") or available on request to [ProvopsAncillary@bupa.com.au](mailto:ProvopsAncillary@bupa.com.au) as amended from time to time. Such criteria include, in particular, that:

- (a) if you are a member of a profession covered by the NRAS, you are registered with the relevant Registration Board;
- (b) you hold any licences required by law to provide the good and services for which you seek recognition;
- (c) you hold the minimum professional qualifications required by law to practice your profession;
- (d) you are a member of the relevant Professional Body; and
- (e) you meet the Professional Standards applying to your profession.

**Recognised Provider** means a provider of health services who meets our Provider Recognition Criteria.

**Records** includes information about our policy holders in any form (including digital) including, but not limited to: X-rays, models, photographs, clinical records, appointment books, referral letters, test results and accounting records.

**Registration Board** means a registration board established and operating under the NRAS which is regulated by AHPRA.

**You and your** means the Recognised Provider to whom these terms apply.