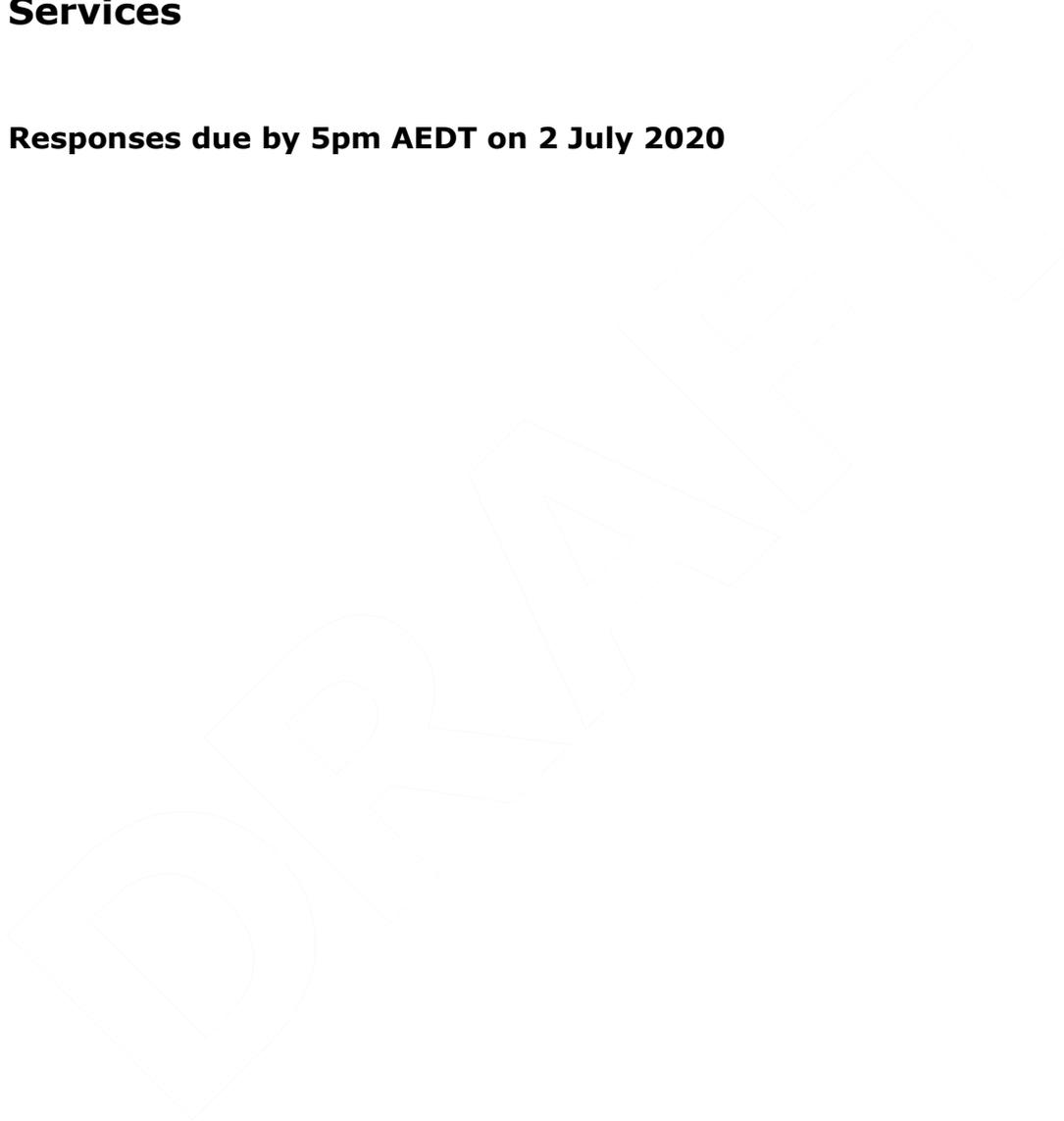


Pacific Labour Facility

Request for Proposal for the Provision of Health Insurance Services

Responses due by 5pm AEDT on 2 July 2020



Contents

1	The Opportunity	3
2	Conditions of RFP	3
2.1	Status of RFP	3
2.2	Accuracy of RFP	3
2.3	Additions and Amendments to RFP	3
2.4	Representations	3
2.5	Confidentiality	3
2.6	Respondent participation	4
3	Background	4
3.1	The Pacific Labour Facility (PLF)	4
3.2	The Pacific Labour Scheme (PLS)	4
3.3	Seasonal Worker Programme (SWP)	4
3.4	Approved Employer	4
3.5	Visa requirements	4
3.6	Health Insurance Provisions	5
3.7	Scheme participation	5
3.8	Industry	5
3.9	Demographic	5
4	Proposal	5
4.1	Proposal specification	5
4.2	Evaluation criteria	6
4.3	Form and Lodgement of the Proposal Document	6
5	Details of Proposal Process	6
5.1	Timetable	7
5.2	Questions about the RFP	7
5.3	Offer Validity Period	7
5.4	Contact Details	7
	APPENDIX A – Additional Information	8

1 The Opportunity

The Pacific Labour Facility (PLF), managed by Palladium, seeks to identify one or more preferred insurer(s) to provide a non-resident health insurance solution for the workers participating in the Pacific Labour Scheme (PLS) and Seasonal Workers Program (SWP). The prospective insurer(s) should offer a competitive product, superior member support and a simple claims processes that meets the needs of workers and their employers.

Successful Respondent(s) will be selected by PLF as preferred insurer(s). It is anticipated that the preferred insurer(s) will be provided preferential access via the PLF to PLS and SWP Approved Employers. This means that the PLF will provide details of the preferred insurer(s) to existing and new Approved Employers. It is expected that over time, the preferred insurer(s) will build a significant share of the PLS/SWP worker market. Non-successful Respondents will not be prohibited from selling their products to PLS or SWP workers, and PLF will continue — where needed — to provide support to AEs and workers on worker insurance claims and policy issues. However, it will not provide any support for acquisition activities for non-preferred providers.

The agreement between the preferred insurer(s) and PLF is expected to be for three years. The agreement will outline the commitment of the preferred insurer to offering their insurance services, as well as PLF's commitment to promote the insurance products over the life of the agreement.

Deloitte has been engaged by PLF to manage the tender process.

2 Conditions of RFP

2.1 Status of RFP

This RFP is not an offer. This RFP is an invitation for persons to submit a proposal for the provision of health insurance solution to PLS and SWP participants.

Nothing in this RFP is to be construed as creating any binding contract for the supply of services (express or implied) between PLF and any person receiving this RFP unless and until PLF has accepted that person's proposal in the manner contemplated in Section 4 (Details of Proposal Process).

2.2 Accuracy of RFP

While all due care has been taken in connection with the preparation of this RFP, PLF does not warrant the accuracy of the content of the RFP and PLF will not be liable for any misstatement or omission from the RFP.

2.3 Additions and Amendments to RFP

PLF reserves the right to change any information in, or to issue addenda to, this RFP.

2.4 Representations

No representation made by or on behalf of PLF in relation to the RFP (or its subject matter) will be binding on PLF.

2.5 Confidentiality

This RFP, together with any information already distributed or to be provided in future in respect of this RFP, has been or will be provided only for the purpose of preparing a proposal for the PLF for the provision of health insurance for workers and is confidential to the PLF.

All persons obtaining or receiving the RFP and any other information in connection with the RFP, the workers or employers of workers under the PLS or SWP, or the RFP process must keep the contents of the RFP and such other information confidential.

2.6 Respondent participation

This is an open tender. Each Respondent will absorb their own costs, fees and other expenses incurred in responding to this RFP. PLF reserves the right to select the most appropriate service provider.

3 Background

Australia's Foreign Policy White Paper (2017) emphasises the importance of stepping up engagement with Pacific island countries to improve economic resilience, security and stability of the Pacific region. Circular labour mobility from Pacific island countries and Timor-Leste (collectively 'Pacific countries') to Australia is a central pillar of this strategy. Increasing circular labour mobility will build people-to-people links and support increased economic growth, employment and investment across the region. The PLF facilitates the expansion of circular labour mobility to Australia and supports both the SWP and PLS.

3.1 The Pacific Labour Facility (PLF)

The PLF facilitates seasonal and longer-term work opportunities for Pacific workers to Australia. It connects Australian employers with Pacific workers, supports the administration of the PLS and provides targeted support to SWP. The PLF is managed by Palladium and provides the backbone of Australia's future support for circular labour mobility in the Pacific under the direction of the Department of Foreign Affairs and Trade (DFAT). The PLF has been established as a trusted intermediary in connecting Australian employers with Pacific workers.

3.2 The Pacific Labour Scheme (PLS)

The PLS commenced on 1 July 2018. It enables citizens of Pacific countries to take up low- and semi-skilled work opportunities in rural and regional Australia for up to three (3) years. The PLS is available to nine (9) Pacific Island countries and Timor-Leste (see Appendix A for list of sending countries). The PLS is open to all sectors with an initial focus on placing workers in sectors with projected employment growth in Australia and which match Pacific skill sets.

3.3 Seasonal Worker Programme (SWP)

Under direction of the Department of Employment, Skills, Small and Family Business (DESSFB), the SWP provides Australian employers in the horticulture industry nationwide, and in the accommodation sector and tourism sectors in selected locations, that are unable to find enough local Australian labour access to low-skilled and unskilled workers from nine Pacific Island countries and Timor-Leste (see Appendix A for list of sending countries). The PLF plays an important role in ensuring that Pacific countries have capacity to supply Australian agricultural businesses with unmet demand, a reliable supply of quality labour to enhance their productivity. The program enables citizens of Pacific countries to take low-skilled and unskilled work opportunities for up to nine months at a time (workers can return to Australia after being outside of Australia for at least 3 months).

3.4 Approved Employer

It is a mandatory requirement of the 403 (International Relations) visa that all PLS and SWP participant workers have valid and current health insurance. Australian businesses wanting to recruit workers through the PLS and SWP must be approved by the Australian Government and are referred to as "Approved Employers".

3.5 Visa requirements

Both the PLS and SWP falls under the Temporary Work (International Relations) visa (subclass 403). It is a mandatory requirement of the visa that all PLS and SWP participant workers have valid and current health insurance that meets the minimum health insurance standard.

Participating workers are required to undergo a medical examination for Visa grants over 6 months. In addition, some employers (such as those in the horticulture industry) require workers to also pass a fitness test prior to an employment offer.

3.6 Health Insurance Provisions

Health insurance is arranged by the Approved Employers on the worker's behalf. Each employer has negotiated (or accepted) coverage from their chosen provider. Therefore, the standards of cover, costs, administration and reporting vary between workers. This inconsistency is an undesirable aspect of the current approach and creates confusion amongst the PLS and SWP workforce. In addition, while employers are responsible for taking out the cover, the premiums are deducted from worker wages.

3.7 Scheme participation

Pacific Labour Scheme

The number of visas granted via the PLS has grown rapidly since its commencement on 1 July 2018. In June 2019 200 worker visas had been granted, by April 2020 1,200 visas had been granted.

Seasonal Worker Programme

The SWP has also seen significant growth. The following table shows the number of visas granted in the seven years up to 2018-19.

Financial Year of Visa Grant	Total
2012-13	1,473
2013-14	2,014
2014-15	3,177
2015-16	4,490
2016-17	6,166
2017-18	8,459
2018-19	12,200

3.8 Industry

The PLS currently services employers from the meatworks, aged care, horticulture, tourism, hospitality, aquaculture, cotton, cane and broader agriculture industries. The SWP is primarily focused on the agriculture sector.

3.9 Demographic

Please refer to Appendix A.3 and A.4 for demographic mix of PLS and SWP workers respectively.

4 Proposal

4.1 Proposal specification

The objective of this RFP process is to choose one or more preferred insurer(s) who will partner with PLF to deliver a health insurance plan that:

- Reduces health insurance related costs for participant workers and their employers
- Supports efficiency and consistency in implementation, education, administration, communications and seamless ongoing use of the plan
- Provides enhancements to benefits and includes ancillary benefits such as dental (provided premiums remains affordable)
- Provides consistency in coverage for all workers and process alignment for employers and the PLF

Respondents are to use the Response Template provided in Attachment 1 and include all information requested by PLF in relation to the RFP. PLF requires all Respondents to provide a comprehensive response, ensuring all requirements are addressed. Failure to respond to all of the specified requirements may result in disqualification from the Evaluation process.

Each Respondent should satisfy itself as to the interpretation of the RFP. If there is any perceived ambiguity or uncertainty in the RFP document/s Respondents should seek clarification before the Deadline for Questions (see Section 5.1).

4.2 Evaluation criteria

Proposals will be evaluated on their merits against the following requirements.

Key evaluation criteria	
Pricing	<ul style="list-style-type: none"> Competitive and sustainable premiums
Benefit coverage	<ul style="list-style-type: none"> Simple product design that addresses the needs of workers Minimises out of pocket costs for workers Approach in dealing with extenuating circumstances (e.g. stance on application of pre-existing condition waiting period if workers were not aware of the condition prior to purchasing of health insurance) Cover for other value-added alternative health services/solutions
Member services	<ul style="list-style-type: none"> Simple onboarding and on-going administration process Service model that is tailored to worker's needs (e.g. in their native language) Support provided to educate workers on health insurance, and where and how to seek medical treatment Other services/offering that enhance the wellbeing of members
Claims process	<ul style="list-style-type: none"> Simple claims processes and sufficient support to assist workers through the claims process Direct billing capability to reduce the need for upfront payment by workers
Transition plan	<ul style="list-style-type: none"> Flexible transition plan for Approved Employers and workers with current health insurance arrangements

4.3 Form and Lodgement of the Proposal Document

Please e-mail your proposals to [s 47F\(1\)](mailto:s47F(1)@plf.com.au). The format of the electronic proposals should be such that it allows the content to be extracted into the analysis of the submissions. Please provide your proposal in Microsoft Word and/or Excel.

The format of the electronic proposals should be such that it allows the content to be extracted into the analysis of the submissions. Please provide your proposal in Microsoft Word and/or Excel.

5 Details of Proposal Process

5.1 Timetable

The current timetable for managing each stage of the RFP process is as follows:

Stage	Timing
Request for proposal issued	3 June 2020
Deadline for questions from Respondents	5pm (AEST) of 22 June 2020
Answers to relevant questions provided to Respondents	Periodically via addenda on Palladium website
Deadline for Proposals	5pm (AEST) of 2 July 2020
Notify shortlisted Respondents for presentation and due diligence (as advised)	Week beginning 13 July 2020
Shortlisted Respondents presentation (if required) and due diligence	Week beginning 20 July 2020
Successful preferred insurer(s) selected and notified	By the end of August 2020

PLF reserves to the right to change the timetable for this RFP process at any time.

At any time during the evaluation process, the PLF may request clarification or additional information.

5.2 Questions about the RFP

Please submit any questions about the RFP to [s 47F\(1\)](#) before the Deadline for Questions. If PLF determines the request and information to relate to information not currently included in the tender documentation, it will provide details of the question and answer to other Respondents periodically via an addendum on the Palladium website (<https://thepalladiumgroup.com/tenders>). In doing so PLF may summarise the Respondent's question and will not disclose the Respondent's identity. A Respondent may withdraw a request for information at any time.

5.3 Offer Validity Period

In submitting a Proposal, the Respondent agrees that their offer will remain open for acceptance by PLF for 6 calendar months from the Deadline for Proposals.

5.4 Contact Details

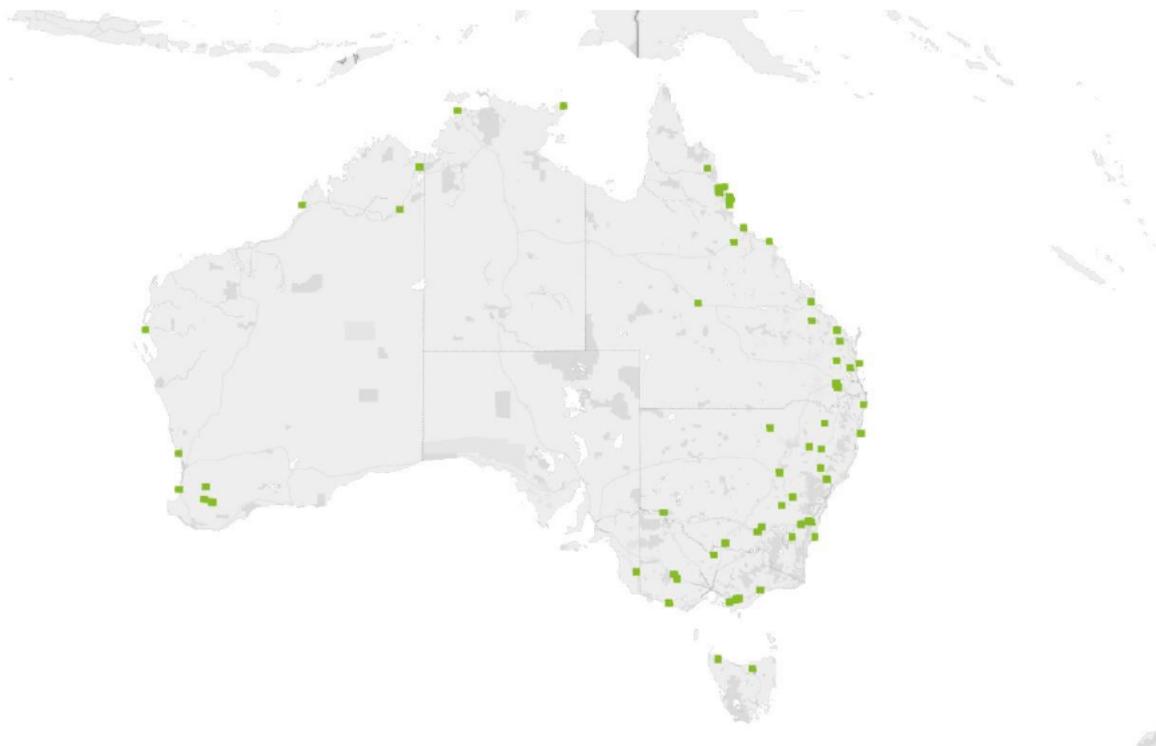
Deloitte together with PLF will assist you with any questions or clarification points that you may have between the receipt of this document and the deadline for submitting your proposal. Please put your questions in writing to [s 47F\(1\)](#)

APPENDIX A – Additional Information

A1. Sending country and official languages

Sending Country	Official Language
Fiji	Fijian
Kiribati	Kiribas
Nauru	Nauruan
PNG	Tok Pisin
Samoa	Samoan
Solomon Islands	Solomons Pijin
Timor Leste	Tetum
Tonga	Tongan
Tuvalu	Tuvaluan
Vanuatu	Bislama

A2. Geographic spread of PLS workers (as of 9th April 2020)



NSW: Bundanoon, Canyonleigh, Coffs Harbour, Cowra, Dubbo, Finley, Gol Gol, Goulburn, Gunnedah, Inverell, Junee, Lismore, Queanbeyan, Scone, Singleton, Tamworth, Ulladulla, Vittoria, Wagga Wagga, Walgett

NT: Darwin, Nhulunbuy, Parap

QLD: Biggenden, Biloela, Bowen, Cairns, Cambooya, Carmoo, Charters Towers, Cowley, Hayman Island, Innisfail, Kingaroy, Lakeland, Longreach, Mareeba, Monduran, Mooloolaba, Mourilyan, Mt Molar, Rockhampton, Silkwood, Tolga, Townsville, Walkamin, Winya, Clifton, Hayman

TAS: Hillwood, Smithton

SA: Naracoorte

VIC: Ararat, Perisher, Lindenow, Moe, Poowong, Stawell, Tongala, Trafalgar, Warrnambool

WA: Beaufort River, Broome, Carnarvon, Halls Creek, Katanning, Kununurra, Myalup, Narrogin, Neergabby

A3. Demographic Mix of PLS workers

*Source: Pacific Labour Facility as at 9 April 2020

Gender Split

Gender	Proportion
Female	15%
Male	85%

Age Mix

Age Bracket	Proportion
21-26	26%
27-32	37%
33-38	25%
39-44	11%
45-55	1%
Total	100%

State Mix

State	Proportion
NSW	35%
NT	1%
QLD	26%
SA	7%
TAS	1%
VIC	20%
WA	10%

Country of Origin

Sending Country	Proportion
Fiji	23%
Kiribati	6%
Nauru	1%
PNG	5%
Samoa	19%
Solomon Islands	13%
Timor Leste	8%
Tonga	7%
Tuvalu	3%
Vanuatu	15%

Industry Mix

Industry	Proportion
Hospitality	4%
Agriculture	14%
Aged Care	4%
Forestry	0%
Meat Processing	74%
Fishing/Aquaculture	3%
Other	1%

A4. Demographic Mix of SWP workers

*Source: "The Department of Home Affairs input to the Joint Standing Committee on Migration inquiry into migration in regional Australia" report dated October 2019

Gender Split

Gender	Proportion
Female	18%
Male	82%

Country of Origin

Sending Country	Proportion
Fiji	4%
Kiribati	3%
Nauru	0%
PNG	1%
Samoa	6%
Solomon Islands	3%
Timor Leste	13%
Tonga	31%
Tuvalu	0%
Vanuatu	41%

Pacific Labour Facility

Request for Proposal for the Provision of Health Insurance Services

Response Template

Responses due by 5pm AEDT on 2 July 2020

Contents

1	About the Respondent	3
2	Pricing	4
3	Benefit coverage	5
4	Member Services	5
5	Claims	6
6	Transition	7

DRAFT

1 About the Respondent

1.1 Insurer Profile

Item	Detail
Trading name	[insert the name that you do business under]
Full legal name (if different)	[if applicable]
Physical address	[if more than one office – put the address of your head office]
Postal address	[e.g. P.O Box address]
Business website	[url address]

1.2 Point of Contact

Item	Detail
Contact person	[name of the person responsible for communicating with PLF]
Position	[job title or position]
Phone number	[landline]
Mobile number	[mobile]
Email address	[work email]

1.3 Provide a brief overview of your company. Outline your presence in health insurance, specifically focusing on your ability and demonstrated experience to service the overseas workers insurance market.

1.4 Provide a brief overview of the financial strength of your company. Outline your coverage of the minimum capital requirement over the last 3 years.

2 Pricing

2.1 As part of the tender, we require to provide premium quotes based on the three Prescribed Benefit Design (PBD) products below. Note that PLF may select one or more product(s) to offer to PLS and SWP workers and employers.

	PBD1	PBD2	PBD3
Excess	\$0	\$0	\$0
Global Annual Limit	No Limit	No Limit	No Limit
Inpatient benefits			
Hospital Psychiatric Services	L	L	L
Palliative Care	L	L	L
Weight loss surgery	L	L	L
Joint Replacements	L	L	L
Cataracts	L	L	L
Pregnancy and birth	L	L	L
Assisted reproductive services	X	X	X
Elective cosmetic surgery	X	X	X
Bone marrow or organ transplant	X	X	X
Services not covered by Medicare	X	X	X
Other inpatient services covered by Medicare	✓	✓	✓
Pharmaceutical items (inpatient)	✓	✓	✓
Outpatient benefits			
GP and specialist consultations, pathology and radiology	✓MBS	✓MBS	✓MBS
Pharmaceutical items (outpatient)	X	X	X
Other services			
Repatriation	✓	✓	✓
Ambulance - emergency	✓	✓	✓
Ambulance - non-emergency	X	X	X
Funeral cost	X	X	X
Travel and accommodation	X	X	X
Dental (preventative, general and major dental)	X	✓	✓
Physiotherapy	X	X	✓
Telehealth consultations	X	X	X

✓MBS: covered at 100% of MBS

L: Hospital benefits are reduced to the rate determined by the relevant State and Territory Health Authorities and In-Patient medical expenses are reduced to the 100% of MBS

X: not covered

✓ Out-patient pharmaceutical items that do not relate to an hospital admission, PBS-listed pharmaceutical items that form part of an admitted episode of care are required to be covered under the minimum visa requirements

Provide a summary of your quotes as per the table below

	PBD1	PBD2	PBD3
Proposed premium rates:			
Per month, single policy, including GST ¹			
Proposed benefit and annual limits on benefits below:			
GP and specialist consultations, pathology and radiology benefit			
Repatriation			
Dental benefits	n/a		
Physiotherapy	n/a	n/a	n/a
Other comments:			
Comments			

- Please specify if there will be any differential pricing depending on the worker's country of origin, age, gender or any other rating factors.

- 2.2 The cost of health insurance is a key concern for workers. Describe how you will keep premiums affordable for workers. Are you able to offer discounts and/or a rate guarantee?**
- 2.3 We wish to understand the main differences between Overseas Student Health Care (OSHC) and products offered to overseas workers. Please attach benefit designs of any currently offered OSHC products and their corresponding premiums (if applicable). Explain the main drivers of any differences in price when compared to the prices provided above for the three PBDs.**

3 Benefit coverage

Please note, unless stated explicitly, it is assumed that the answers to the following questions apply to the three PBDs above and the alternative benefit design product(s) under question 3.1 below (if applicable). All products should meet the minimum health insurance requirements for 403 visa holders.

- 3.1 Please provide alternative benefit design(s), and proposed premium, for workers (optional). Specify if there will be any differential pricing depending on the worker's country of origin, age, gender or any other rating factors.**
- 3.2 Describe how your proposed product(s) will address common health issues for overseas workers. This includes boils, urinary infections, and vitamin deficiencies.**
- 3.3 Describe the waiting periods that will be applicable.**
- 3.4 Describe how your proposed benefit designs will minimise out-of-pocket expenses for workers (e.g. excess, deductibles, annual limits).**
- 3.5 Describe your hospital network. The majority of workers are located in regional areas and the preferred insurer(s) will ideally provide full cover in all hospitals and/or at a minimum have a good breadth of agreement hospitals covering regional areas.**
- 3.6 Provide an overview of other value-added alternative health services/solutions included as part of your offering. This could include solutions that help:**
- Improve workers' wellbeing (e.g. preventative health services). Poor hygiene and diet are particular issues for workers.
 - Improve accessibility of health services (e.g. telehealth). Workers are geographically spread across regional Australia where there may be limited hospitals and medical facilities. In addition, workers may have difficulty in accessing health services due to long working hours and language issues.
- 3.7 Outline your approach in dealing with extenuating circumstances where workers, out of no fault of their own, may not be covered under standard terms and conditions. In particular, please describe your approach for the following cases:**
- The health system in the home country of workers are not as well developed as Australia. As such, it is common that workers may not be aware of pre-existing health conditions prior to purchasing of health insurance and arrival into Australia. An example is that of a worker coming from a country without the ability to detect certain types of cancer. Upon arriving in Australia, the worker's condition deteriorates, and it is only then that the cancer is diagnosed. How would you apply pre-existing waiting periods in this situation and more generally?
 - There are cases where workers may be unable to return to their home country due to circumstances outside of their control (e.g. natural disasters in their home countries) and may need to receive medical treatment in Australia. A current example is that of a pregnant worker

who is scheduled to return home to give birth but is unable to return home due to COVID-19 restrictions. What is your approach in this situation if the worker has not yet served the full waiting period for pregnancy and more generally?

4 Member Services

4.1 Describe your member on-boarding and premium payment process.

4.2 For many workers, this will be the first time they have had health insurance. They may have very little understanding of how health insurance works and how to use it. Provide examples of how you propose to provide support to increase worker awareness and understanding of:

- How health insurance works and their level of cover
- When and how to seek medical treatment locally
- How they can avoid up front out-of-pocket costs when seeking medical treatment (i.e. preferred providers)

4.3 Describe the services you offer that will help improve the general wellbeing of the workers. This could include preventative health services and educational materials (e.g. to educate workers on preventive health, nutrition, hygiene, response to cuts and wounds, change in climate/living conditions). Note that poor hygiene and diet are particular issues for workers.

4.4 Provide an overview of how you would tailor the services offered to meet the specific needs of overseas workers. Note the following:

- Language – many workers are not proficient in English
- Communication medium – workers prefer digital communication rather than paper. While they may not be technologically savvy, they are comfortable using mobile phones and are active on social media
- Access – many workers have long working hours

4.5 Outline how you will ensure that product and service offerings remain competitive and adequate for PLS and SWP workers.

4.6 Describe how you can support PLF in managing the healthcare needs of workers. This could include assisting PLF developed (health related) educational materials and sharing of data and/or insights with PLF on a regular basis to help PLF identify healthcare trends.

4.7 Some workers leave Australia temporarily during their employment. Do you allow policyholders to suspend premium payment when workers are not in Australia? What are the terms and conditions? Are they required to serve their waiting periods again on return?

4.8 Outline any other examples of areas where you can add value (optional)

5 Claims

5.1 A common issued raised by workers and employers is that the claim lodging process is perceived as too difficult and complex. It is important that the claims process is simple and reduces the reliance on employer/PLF to support workers through claims processes. Describe your proposed claims process, including:

- Channels (e.g. mobile apps, online) available to make claims
- Information and documentation necessary for making a claim

- Current processes and time frames for paying out a claim
- Support provided to workers when making a claim (e.g. translated claim forms, 24/7 hotline)

5.2 Some regional area hospitals and medical providers are unfamiliar with the product and require upfront payment from workers. This is a burden for workers who are cash poor. Outline how you will reduce the need for upfront payment from workers (e.g. direct billing arrangements).

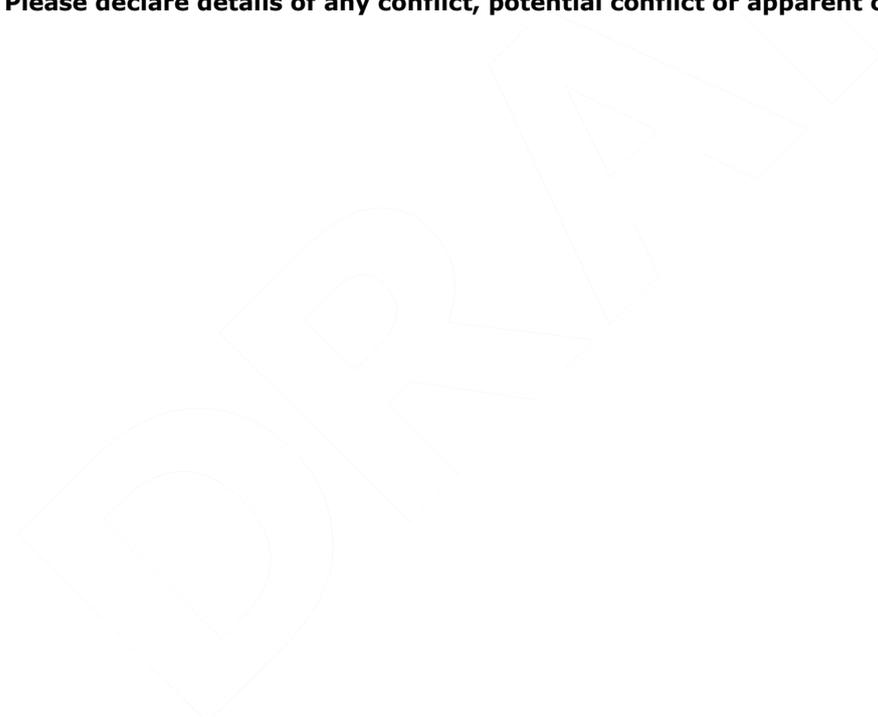
6 Transition

6.1 Specify the lead time required to fully implement the three PBDs, alternative benefit designs proposed (if any, as per Question 3.1) and other service offerings

6.2 Provide a transition plan for approved employers and workers with current health insurance arrangements

7 Conflict of interest

7.1 Please declare details of any conflict, potential conflict or apparent conflict of interest.



MEMORANDUM OF UNDERSTANDING

PARTIES

Palladium International Pty Ltd ACN 010 020 201, Level 7, 307 Queen Street, Brisbane 4000 ("the Company")

and

NIB Health Funds Ltd ABN 83 000 124 381, 22 Honeysuckle Drive Newcastle NSW 2300 ("nib")

PROJECT

Pacific Labour Facility – Health Insurance

1. Term

1.1. This MoU shall come into effect on the date this document is signed after which it will remain in place until 30 June 2023 unless:

- a) the parties agree to vary or terminate this MOU,
- b) DFAT advises that it is no longer required,
- c) it is terminated in accordance with clause 1.2, or
- d) the Company's head contract with DFAT in relation to the Pacific Labour Facility is terminated or suspended.

1.2. This MoU may be terminated by either party providing three months' written notice to the other party. Variations of this MoU may occur from time to time with the written agreement of all parties.

2. Objectives

2.1. The objectives of the Project are summarised as follows:

- a) promotion by the Company of uptake by Approved Employers (AE) and Pacific Workers under the 403 (International Relations) visa of a tailored, low cost non-resident health insurance solution; and
- b) agreement between the Company and nib to support efficiency in implementation, education, administration, communications and seamless ongoing use of the insurance solution by AEs and workers who use it.

3. Company Contribution

To fulfill the objectives of the Project, the Company will:

3.1. Promote the nib product and services to AEs and workers:

s 45(1), s 47G(1)(a)

s 45(1), s 47G(1)(a)

s 45(1)

- 3.3. Create regular space for nib briefings to AEs/ s 45(1), s 47G(1)(a)
- 3.4. Work with nib on holistic health issues, that will lead to better outcomes for workers.
- 3.5. Participate in complex case forums, involving multiple stakeholders discussing the full range of options to obtain a positive outcome for a worker's health and broader welfare as required.
- 3.6. Provide Company staff members as counterparts and escalation points for nib staff.
- 3.7. Invite nib to and encourage nib to contribute to workshops, and discussion on worker health.
- 3.8. Provide information on Pacific Labour Scheme (PLS)/ Seasonal Worker Program (SWP) growth and development and major changes in the program(s).
- 3.9. Facilitate quarterly partnership review & monitor SLA's and KPI's that are agreed between the parties in writing from time to time.
- 3.10. When mobilizing in new areas in Australia, share information on relevant GPs and health providers that might be added to the nib network.

s 45(1), s 47G(1)(a)

- 3.13. Promote the Company-nib partnership s 45(1), s 47G(1)(a)
s 45(1), s 47G(1)(a)

4. nib Contribution

To fulfil the objectives of the Project, nib will:

- 4.1. Guarantee the availability, benefits and pricing of the Basic Visitor Cover product (details provided in Annex 1) to PLS and SWPs s 45(1)

s 45(1), s 47G(1)(a)

s 45(1), s 47G(1)(a)

s 45(1), s 47G(1)(a)

c) Communicate outcomes for all declined claims in writing to the worker, AE and if requested, to the Company
s 45(1), s 47G(1)(a)

e) Decline letters will clearly outline how the worker's medical condition meets nib's definition of Pre-Existing Medical Conditions as determined by nib's medical doctor. s 45(1), s 47G(1)(a)
s 45(1), s 47G(1)(a)

h) In alignment with industry standards, nib will allow the opportunity for the worker to provide further medical information for assessment should they dispute the outcome of any claim.

i) Acceptance that workers reserve the right to pursue external dispute resolution options i.e. Private Health Insurance Ombudsman (PHIO) independently, once all resolution options with the insurer internally have been explored.

j) Pre-screening medical forms to include definition of "Pre-existing Medical Conditions" s 45(1), s 45(1), s 47G(1)(a)

s 45(1), s 47G(1)(a)

4.5. Translation of relevant materials for workers:

a) Within the first 6 months or sooner; all existing factsheets, help guides for hospital, GPs and pre-screening medical forms are to be translated into the following languages initially with the remaining identified Pacific languages to be translated within 12 months:

- (i) Bislama (Vanuatu)
- (ii) Tongan (Tonga)
- (iii) Tetum (Timor Leste)
- (iv) Samoan (Samoa)
- (v) Fijian (Fiji)
- (vi) Pijin (Solomon Islands)

s 45(1)

- c) Provide access to National Translation Services for helpline enquires.
- d) Provide simplified training resources suitable for workers with lower levels of English.

s 45(1), s 47G(1)(a)

- a) Reporting on nib Operational measures:
 - (i) Claims average handling time and Grade of Service reports
 - (ii) Claims volume report, disaggregated by type of claim (point of use/ via app/ phone call)
 - (iii) Claims declined / settled reports

s 45(1)

s 45(1)

4.7. Network expansion:

- a) nib will conduct an audit of current PLS and SWP worker locations within 4 months to identify gaps in the provider network, outlining the plans to increase direct billing capabilities within these regions.

s 45(1), s 47G(1)(a)

- d) nib will provide regular reporting on Direct Billing network in regional / rural worker locations.

4.8. Account manager provision: nib will provide a dedicated account manager, who will provide:

- a) s 45(1), s 47G(1)(a) response time for AE and the Company enquiries via phone or email
- b) ~~Deliver~~ insurance sessions s 45(1), s 47G(1)(a)
- c) Explore medical provider direct-billing options s 45(1), s 47G(1)(a)
s 45(1), s 47G(1)
- d) Provide Certificate of Insurances to the Company monthly for new policies issued.
s 45(1)

s 45(1)

4.9. Approved Employer Training:

- a) Deliver training sessions targeted to Approved Employers (AEs) on a need's basis. This will include training on Insurance requirements in the event of critical incidents involving death or serious injury of a worker.
- b) Provide suitable and targeted policy training material when required (i.e. PowerPoint slides for AEs).

s 45(1), s 47G(1)(a)

s 45(1), s 47G(1)(a)

4.11. Claims:

s 45(1), s 47G(1)

- a) Claims are to be processed within (a) if nib receiving the claim in full from either the member, approved employer, provider or hospital;
- b) Outcomes are to be communicated to the worker in writing detailing dispute resolution options should this be necessitated.

s 45(1), s 47G(1)(a)

5. Company's Costs

5.1. All identified commitments of the Company will be funded by the Company.

6. nib's Costs

6.1. All identified commitments of nib will be funded by nib.

7. Intellectual property

7.1. Each party shall retain sole ownership of all intellectual property which the party has contributed to or brought into the Project. Each party grants the other party a royalty-free license to use the intellectual property brought into the Project by the party for the purposes and duration of the Project.

7.2. Any intellectual property jointly developed by the parties as a result of the Project shall be owned jointly by the parties, regardless of the source of the invention. Each party grants the other party an irrevocable and royalty-free license to use the jointly developed intellectual property for the Project.

8. Indemnity

8.1. Each party agrees to indemnify the other party, that parties' directors, officers, employees and agents (the "Indemnified Party"), from and against any and all claims incurred in connection with or arising out of injury to or death of any person or damage to property of any kind if and to the extent such injury, death or damage was caused by the equipment supplied by the party in respect of the Project. This indemnity shall be proportionately reduced to the extent that the Indemnified Party, its directors, officers, employees and agents caused or contributed to the injury, death or damage.

9. Confidentiality

9.1. The Parties acknowledge that during the Term of this MOU the Parties and their Personnel may become acquainted with or have access to Confidential Information and they agree to maintain the

confidence of the Confidential Information and to prevent its unauthorised disclosure to, or use by, any other person, firm, or company. The Parties will ensure compliance with this obligation by their respective Personnel.

9.2. The Parties will not disclose or use any Confidential Information except to the extent that the disclosure or use:

- a) is strictly necessary for the performance of the Project or this MOU;
- b) is required by a Legislative Requirement or is reasonably required for legal proceedings;
- c) is authorised by prior written approval from the Party who owns the Confidential Information; or
- d) already is or comes into the public domain otherwise than through a Party's unauthorised disclosure or that of any of its Personnel.

9.3. The Parties and their Personnel will not use any Confidential Information received otherwise than for the purposes of this MOU.

9.4. If a Party is required to disclose Confidential Information due to Legislative Requirements or legal proceedings, it will provide reasonable notice of disclosure to the other Party.

10. Privacy and Data Protection

10.1. The Parties agree to take all reasonable steps to ensure the integrity and confidentiality of the Personal Data obtained in accordance with this MOU.

10.2. The Parties will:

- a) observe the privacy principles in any Data Protection Legislation in Australia;
- b) ensure that they obtain the informed consent of any individual (to whom the Personal Data relates) to disclosure, processing, use or holding by the other party, before it is disclosed, processed, used or held by the other party. To the extent allowed by the Legislative Requirements, the consent will permit the receiving party to process, use or hold the Personal Data for the Term and any reasonable length thereafter, for the purposes of undertaking the Project or compliance with this MOU or any Legislative Requirement;
- c) not disclose, process, use or hold any Personal Data in breach of any Data Protection Legislation; and
- d) indemnify each other and the Australian Government represented by the Department of Foreign Affairs and Trade for any loss due to any breach of any Data Protection Legislation.

10.3. The Parties consent to the holding, processing, and accessing of Personal Data by either Party relating to either Party or its Personnel for all purposes relating to the performance of this MOU (including, but limited to, transferring the Personal Data to any country or territory) during the Term.

11. Legally Binding

11.1. This MOU documents the intentions of the parties with respect to the Project. This MOU shall not be binding on the parties except for the clauses with respect to Intellectual Property, Confidentiality, Privacy and Data Protection, Indemnity, and Governing Law and Jurisdiction.

12. Governing law and jurisdiction

12.1. This MOU is governed by the laws of Queensland, Australia. The parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland, Australia.

13. Definitions

In this MOU the following definitions apply:

Confidential Information means company proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business information, research, marketing, technical, financial information, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, and any other information relating to its personnel, clients, customers, affiliates, or agents disclosed to one Party or its personnel by the other Party either directly or indirectly.

Data Protection Legislation means all applicable laws relating to the processing of Personal Data and privacy, including but not limited to the Australian Privacy Act 1988 (Cth).

Legislative Requirements means any applicable law, statute, bye-law, regulation, order, consent, permit, approval, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation, rules of any stock or securities exchange or notice of any regulatory body.

Personal Data means personal information as defined by the Legislative Requirements governing this MOU including all Data Protection Legislation.

Personnel means the officers, employees, agents, advisers, contractors and subcontractors (including their respective personnel) of either party or the Client.

Signed by **Palladium International Pty Ltd ACN 010 020 201** by its duly authorised officer in the presence of:
s 47F(1)

TEAM LEADER, PLF

s 47G(1)(a), s 45(1)

Date

Signed by **NIB Health Funds Ltd ABN 83 000 124 381** by its duly authorised officer in the presence of:
s 47F(1)

Chief Executive - International Visitors

Office held
s 47G(1)(a), s 45(1)

Date

Annex 1: Summary of Basic Visitor Cover

	Basic Visitor Cover
SWP Monthly Premium, Single policy, GST inclusive	s 45(1), s 47G(1)(a)
PLS Monthly Premium, Single policy, GST inclusive	
Excess	nil
Global Annual Limit	\$1,000,000 pp/pa
Inpatient benefits	
Doctors' surgical fees and in-hospital consultations	100% cost, any hospital
Hospital accommodation for overnight and same day stays	100% cost, any hospital
Government approved prosthetic devices	100% cost, any hospital
Operating theatre, intensive care and ward fees	100% cost, any hospital
Accidents	100% cost, any hospital
All eye surgery (e.g. cataracts, squints, pteryglums)	100% cost, any hospital
Back surgery (e.g. slipped discs)	100% cost, any hospital
Colonoscopies and bowel surgery	100% cost, any hospital
Grommets in ears	100% cost, any hospital
Hernia surgery	100% cost, any hospital
Kidney stone and gall stone removal	100% cost, any hospital
Knee and shoulder surgery	100% cost, any hospital
Knee, hip and shoulder investigations	100% cost, any hospital
Rehabilitation programs	100% cost, any hospital
Removal of appendix	100% cost, any hospital
Removal of tonsils and adenoids	100% cost, any hospital
Upper gastrointestinal investigations	100% cost, any hospital
All other Medicare recognised services not listed	100% cost, any hospital
Hospital Psychiatric Services	Lower benefit *
Palliative Care	Lower benefit *
Weight loss surgery	Lower benefit *
Pregnancy and birth	Lower benefit *
Assisted reproductive services	X
Elective cosmetic surgery	X
Bone marrow or organ transplant	X

Infertility investigations	X
Services not covered by Medicare	X
Pharmaceutical items (inpatient)	100% cost, any hospital
Outpatient benefits	
GP and specialist consultations, pathology and radiology	100% MBS
Pharmaceutical items (outpatient)	100% cost up to \$500 annual limit
Emergency facilities	Gazetted rates [^]
Outpatient continuing treatment following hospitalisation	100% cost
Pregnancy & birth related consultations & services (excluding ante/postnatal services)	100% MBS
Outpatient psychiatric services	X
Outpatient psychology services	X
Other services	
Medical repatriation	s 45(1), s 47G(1)(a)
Ambulance - emergency	100% cost
Ambulance - non-emergency	X
Funeral cost	\$20,000 limit per person
s 45(1), s 47G(1)(a)	

* Hospital benefits may be reduced to the rate determined by the relevant state & territory health authorities; inpatient medical expenses are reduced to the MBS fee

[^] Amount determined by the state and territory health authorities to be the minimum benefit payable under a hospital product for a particular treatment in a public or private hospital

Waiting Periods:

Waiting periods for certain services are applied in line with minimum requirements of visa condition 8501.

- 12 months for pregnancy and birth related conditions
- 12 months for pre-existing conditions applied in a way that is consistent with Section 75-15 of the Private Health Insurance Act 2007

- 2 months for inpatient psychiatric, rehabilitation or palliative care services (whether pre-existing or not)
- 12 months for Major Dental treatment (includes root canal therapy, crowns, bridges, dentures, oral surgery)

s 45(1), s 47G(1)(a)

Suspension

A policy, after being in effect for at least a month, may be suspended if all persons covered under the policy are outside of Australia for a period not less than 4 weeks and not more than 24 months. During suspension, premium payments are not required and benefits are not payable.

The suspension period is not included for purposes of reckoning waiting periods. Where a policy is suspended for a period greater than 6 months, s 45(1), s 47G(1)(a)
s 45(1), s 47G(1)(a)

Excess

Proposed Basic Visitor Cover has nil excess and in line with visa condition 8501, a global annual benefit limit of \$1,000,000 per person per year.

Health Management Programs

s 45(1), s 47G(1)(a)



Australian Government
Department of Employment
and Workplace Relations

PALM Health Insurance Provider Memorandum of Understanding

between

nib Health Funds Ltd

ABN 83 000 124 381

and the

**Commonwealth of Australia as represented by the Department
of Employment and Workplace Relations**

ABN 96 584 957 427

TABLE OF CONTENTS

1.	Interpretation	4
2.	Relationship between the parties	5
3.	Term of this MOU	5
4.	Objectives and Schedules	5
5.	Contact Details and Notices	6
6.	Financial arrangements	7
7.	Confidential Information	7
8.	Personal Information	8
9.	Dispute resolution	8
10.	Variations	9
11.	Termination	9
	SCHEDULE 1 – ACTIVITIES SCHEDULE	10
1.	Health Insurance Provider's Responsibilities and Contributions	10
2.	The Department's Responsibilities and Contributions	14
3.	Reports, Meetings and Reviews	15
	SCHEDULE 2 – HEALTH INSURANCE POLICY COVER FORM	16
	Execution	20

PALM HEALTH INSURANCE PROVIDER MOU

Date

This Memorandum of Understanding (**MOU**) is dated s 45(1)

Parties

This MOU is made between the following parties:

nib Health Funds Ltd

ABN 83 000 124 381

(the **Health Insurance Provider**)

and

The Commonwealth of Australia as represented by the Department of
Employment and Workplace Relations

ABN 96 584 957 427

(the **Department**)

Recitals

This MOU is made in the following context:

- A. The Department together with the Department of Foreign Affairs and Trade (**DFAT**), leads the whole of Government management of the Pacific Australia Labour Mobility (**PALM**) Scheme.
- B. Worker health and wellbeing is central to the PALM Scheme. Workers enter Australia on a Temporary Work (International Relations) visa (subclass 403). A requirement of this visa is that the holder must maintain adequate health insurance for their stay in Australia. As Workers are not eligible for Medicare, they are required to take out and maintain private health insurance. Health insurance is often arranged by the PALM Scheme Approved Employer on the Workers' behalf and premiums are deducted directly from the Workers' wages.
- C. The Department therefore wishes to establish this Memorandum of Understanding (**MOU**) with the Health Insurance Provider to enable the delivery and promotion of bespoke Health Insurance Policies for Workers. This MOU outlines the expectations between both the Health Insurance Provider and the Department, with clear timeframes and expected deliverables.

1. Interpretation

1.1. Definitions

1.1.1. Unless the contrary intention appears a term in bold type has the meaning shown opposite it:

Activities	means the roles and responsibilities of each party (as the context requires) as described in Schedule 1.
Approved Employer	means an organisation that has been approved by the Department to recruit Workers under the PALM Scheme.
Business Day	means in relation to the doing of any action in a place, any day other than a Saturday, Sunday or public holiday in that place.
Confidential Information	means any information that any party does not wish to be shared outside those involved in the MOU. It can include anything that has been acquired, developed or made available to any of the parties in the course of the relationship between the parties. It includes, but is not limited to information: <ul style="list-style-type: none"> a. that is by its nature confidential; b. where disclosure would cause unreasonable detriment to the owner of the information or another party; or c. where the information was provided under an understanding that it would remain confidential.
Contact Officer	for a party means the person specified under clause 5.1.
Expiry Date	s 45(1)
Health Insurance Policies	means the tailored, low cost non-resident health insurance policies the Health Insurance Provider must make available to the Approved Employer and/or Workers as described at Schedule 2.
Host Organisation	means an organisation that hosts Workers and provides them with work in accordance with an arrangement with the Approved Employer.
Pacific Australia Labour Mobility (PALM) Scheme or 'PALM Scheme'	means the program established by the Commonwealth to provide citizens of a participating country with the opportunity to undertake work in Australia where there is demonstrated demand for labour, unmet by Australian workers.
Term	refers to the period described in clause 3.1.

Worker means a citizen of a participating country who is granted a Pacific Labour Mobility Stream - Temporary Work (International Relations) visa (subclass 403), as defined in the Migration Regulations (or such other visa category as may be applicable at the time).

2. Relationship between the parties

- 2.1.1. The parties agree that this MOU is not intended to create legal obligations between them. However, the parties will act and cooperate in good faith in accordance with the terms of this MOU.
- 2.1.2. Nothing in this MOU affects each party's existing obligations to comply with applicable Commonwealth, State or Territory policies and legislation.
- 2.1.3. Upon request, the Health Insurance Provider agrees to disclose details of third parties who assist in delivery of any part of its responsibilities under this MOU.

s 45(1), s 47G(1)(a)

3. Term of this MOU

3.1. Term

- 3.1.1. This MOU commences on the date it is signed by both parties and will expire on the Expiry Date unless terminated earlier in accordance with clause 11.
- 3.1.2. The Term of this MOU may be extended by the Department giving the Health Insurance Provider written notice of at least 20 Business Days before the Expiry Date.

4. Objectives and Schedules

4.1. Objectives

- 4.1.1. The objectives of the MOU are summarised as follows:
- a. the Health Insurance Provider commits to providing and outlining how they will provide a tailored, value for money health insurance product that provides relevant coverage for Workers, and s 45(1), s 47G(1)(a)

b. The Department commits to promoting the Health Insurance Provider to
s 45(1), s 47G(1)(a)

c. The Department and the Health Insurance Provider commit to work collaboratively to perform the Activities and support efficiency in implementation, education, administration, communications and seamless ongoing use of the Health Insurance Policies offered to Approved Employers and Workers.

s 45(1), s 47G(1)(a)

4.2. **Activities**

4.2.1. The parties must carry out the Activities.

4.3. **Health Insurance Policies**

4.3.1. The Health Insurance Provider must provide the Health Insurance Policies.

5. **Contact Details and Notices**

5.1. **Contact Officers**

5.1.1. The Department's Contact Officer for this MOU is:

s 22(1) Assistant Director, PALM Delivery Branch
Pacific Labour Operations Division
s 22(1)

5.1.2. The Health Insurance Provider's Contact Officer for this MOU is:

s 47F(1)
Head of Strategic Partnerships & Distribution
s 47F(1)

5.1.3. Either party must notify the other party as soon as practicable of any change to the details of the individuals occupying the Contact Officer positions by giving written notice to the other party.

5.2. **Notices**

5.2.1. Any notice in relation to this MOU is to be in writing and delivered to the Contact Officer specified in clause 5.1 or as otherwise notified by the parties.

5.2.2. A notice is deemed to be effected:

- a. *if delivered by hand* - upon delivery to the relevant address;
- b. *if sent by post* - upon delivery to the relevant address;
- c. *if transmitted electronically* - upon actual receipt by the addressee.

5.2.3. A notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in that place.

6. Financial arrangements

6.1. Payment of the Health Insurance Policies

6.1.1. The parties acknowledge that:

- a. the Approved Employer is responsible for the payment of the Health Insurance Policies on behalf of the Worker; and
- b. the Department will not be liable for any unpaid insurance premiums.

s 45(1), s 47G(1)(a)

6.3. Each party to bear own costs

6.3.1. Each party will be responsible for its own costs and expenses incurred in connection with this MOU.

7. Confidential Information

7.1. Non disclosure of Confidential Information

7.1.1. Each party agrees to not disclose any Confidential Information relating to the MOU, without prior written approval from the other party.

7.2. Exceptions to non disclosure of Confidential Information

7.2.1. Either party may, without the prior written approval of the other party, disclose any Confidential Information related to this MOU:

- a. to its personnel in order to comply with its obligations under this MOU or to obtain advice in relation to, or enable management or auditing of Activities;
- b. within the Department, or with another Commonwealth entity, where this serves the Commonwealth's legitimate interests;
- c. to the responsible Minister or in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- d. when it is authorised or required by law to be disclosed; or
- e. which is in the public domain otherwise than due to a breach of this clause.

8. Personal Information

8.1. Privacy Act

- 8.1.1. The parties acknowledge, and will comply with, their obligations under the *Privacy Act 1988* (Cth) in relation to the handling of Personal Information under this MOU.
- 8.1.2. The Health Insurance Provider agrees, in undertaking the Activities, not to do any act or engage in any practice which, if done or engaged in by the Department, would be a breach of an Australian Privacy Principle under the *Privacy Act 1988* (Cth).
- 8.1.3. The Health Insurance Provider will notify the Department immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 8.

9. Dispute resolution

9.1. Resolving disputes

- 9.1.1. Where a dispute arises regarding the Activities or this MOU, the parties will make reasonable attempts to resolve the dispute at the Contact Officer level.
- 9.1.2. If a dispute cannot be resolved by the parties' Contact Officers in a reasonable timeframe, the dispute will be escalated to the relevant senior officials of each party, or to officers nominated by the Contact Officer for each party, for resolution.
- 9.1.3. Each party will bear its own costs of complying with this clause.
- 9.1.4. Notwithstanding the existence of a dispute, each party will continue to comply with this MOU in relation to the relevant Activities.

10. Variations

- 10.1.1. Unless otherwise specified in this MOU, this MOU may only be varied by the written agreement of the parties.

11. Termination

11.1. Termination

- 11.1.1. Either party may terminate this MOU before the Expiry Date by giving the other party 60 Business Days written notice.

11.2. Arrangements on termination

- 11.2.1. Where this MOU is terminated, the parties will discuss in good faith any arrangements or transitions that will apply as a result of the termination.

SCHEDULE 1 – ACTIVITIES SCHEDULE

1. Health Insurance Provider's Responsibilities and Contributions
 - 1.1 The Health Insurance Provider will ensure the availability, benefits and pricing of the Health Insurance Policies at Schedule 2 to the Approved Employer and Workers.
 - 1.2 The Health Insurance Provider will:
 - (a) liaise with and provide information to the Department's Contact Officer when requested;
 - (b) provide all reasonable assistance to the Department to enable the Department to conduct the Activities;
 - (c) undertake the Activities with due care and skill;
 - (d) keep accurate and adequate records regarding the Activities and provide the Department, at its request, with reasonable access to, use of and reports of any such records that directly and materially relate to the Activities.

- 1.3 The Health Insurance Provider will provide a transparent approach to determining pre-existing conditions, including

s 47G(1)(a), s 45(1)

- (c) communicating outcomes for all declined claims in writing to the Approved Employer/s, Worker/s and if requested and approved by the Worker, to the Department;
- (d) having pre-existing decline letters:
 - (i) refer to the pre-existing condition definition and internal or external dispute options available to Approved Employer/s, and/or Workers; and
 - (ii) clearly outline how the Worker's medical condition meets the Health Insurance Provider's definition of pre-existing medical conditions as determined by the Health Insurance Provider's medical doctor. ^{s 45(1), s 47G(1)}

s 47G(1)(a), s 45(1)

- (f) in alignment with industry standards, the Health Insurance Provider will allow the opportunity for the Worker to provide further medical information for assessment should they dispute the outcome of any claim;
- (g) acceptance that Workers reserve the right to pursue external dispute resolution options i.e. Private Health Insurance Ombudsman (PHIO) independently, once all resolution options with the insurer internally have been explored; and
- (h) pre-screening medical forms to include definition of "Pre-existing Medical Conditions" **s 45(1), s 47G(1)(a)**

1.4 The Health Insurance Provider will provide the following onboarding and ongoing support:

s 45(1), s 47G(1)(a)

- (b) ongoing support to Workers and Approved Employers to facilitate initial understanding of health cover **s 45(1), s 47G(1)(a)**

1.5 In regard to the translation of relevant material to Workers the Health insurance Provider will:

- (a) ensure that all factsheets, help guides for hospital, GPs and pre-screening medical forms are translated into the following languages:
 - (i) Bislama (Vanuatu);
 - (ii) Tongan (Tonga);
 - (iii) Tetum (Timor Leste);
 - (iv) Samoan (Samoa);
 - (v) Fijian (Fiji);
 - (vi) Pijin (Solomon Islands);
 - (vii) Tok Pisin (Papua New Guinea);
 - (viii) Gilbertese (Kiribati);
 - (ix) Tuvaluan (Tuvalu);
 - (x) Nauruan (Nauru); and
 - (xi) any other language specifically requested by the Department from time to time.

s 47G(1)(a), s 45(1)

- (c) provide access to National Translation Services for helpline enquires; and
- (d) provide simplified training resources suitable for workers with lower levels of English.

s 45(1), s 47G(1)(a)

- (a) Reporting on the Health Insurance Provider's measures such as:
 - (i) Claims average handling time
 - (ii) Claims volume report, disaggregated by type of claim (point of use/ via app/ phone call)
 - (iii) Claims declined / settled reports

s 45(1)

s 45(1)

1.7 The Health Insurance Provider will undertake the following in consideration of network expansion:

- (a) with the assistance of the Department, conduct an audit of current Worker locations within three (3) months of the commencement of this MOU, to identify gaps in the provider network, outlining the plans to increase direct billing capabilities within these regions;

s 45(1), s 47G(1)(a)

s 45(1), s 47G(1)(a)

- (d) upon request by the Department, provide a report on the Direct Billing network in regional / rural worker locations.

1.8 The Health Insurance Provider will provide a dedicated account manager, who will provide

- (a) s 45(1), s 47G(1)(a) response time for Approved Employer and Department enquiries via phone or email;
- (b) Deliver insurance sessions to Workers, Approved Employers and Department staff as required;

s 45(1), s 47G(1)(a)

- (d) Provide Certificate of Insurances s 45(1), s 47G(1)(a)

- (e) s 45(1), s 47G(1)(a)

1.9 The Health Insurance Provider will provide the following training to Approved Employers:

- (a) delivery of training sessions targeted to Approved Employers on a needs basis. This will include training on Insurance requirements in the event of critical incidents involving death or serious injury of a Worker; and
- (b) provision of suitable and targeted policy training material when required.

1.10 Claims

- (a) Claims are to be processed within s 45(1), s 47G(1)(a) or sooner of the Health Insurance Provider receiving the claim in full from either the member, Approved Employer, provider or hospital.
- (b) Outcomes are to be communicated to the Worker in writing detailing dispute resolution options should this be necessitated.

s 45(1), s 47G(1)(a)

2. The Department's Responsibilities and Contributions

2.1 The Department will:

- (a) liaise with and provide information to the Health Insurance Provider's Contact Officer, where appropriate; and
- (b) provide all reasonable assistance to the Health Insurance Provider to enable the Health Insurance Provider to conduct the Activities.

2.2 The Department will:

- (a) Ensure that Approved Employers and Workers are informed of Health Insurance Policies:

s 45(1), s 47G(1)(a)

- (b) Provide the Health Insurance Provider opportunities to offer briefings or undertake workshops with Approved Employer/s or Worker/s about Health Insurance Policies or discussions on relevant Worker health issues.

s 45(1)

s 45(1)

- (e) Work with the Health Insurance Provider on holistic health issues, that will lead to better outcomes for Workers.
- (f) Participate in complex case forums, involving multiple stakeholders discussing the full range of Health Insurance Policies to obtain a positive outcome for a Worker's health and broader welfare as required.

s 45(1), s 47G(1)(a)

- (h) Provide information on the Health Insurance Provider's role in the PALM scheme s 45(1)

3. Reports, Meetings and Reviews

- 3.1 The parties will, unless agreed otherwise, meet each month to review current reporting statistics and discuss any relevant complex cases on hand.

s 45(1), s 47G(1)(a)

- 3.4 The Department will provide information on PALM scheme growth and development and changes in the program(s) upon request from the Health Insurance Provider.

SCHEDULE 2 – HEALTH INSURANCE POLICY COVER FORM

HEALTH INSURANCE POLICY COVER FORM			
Premium Terms	s 45(1), s 47G(1)(a)	s 45(1), s 47G(1)(a)	
Health Insurance Product Name	s 45(1), s 47G(1)(a)	Advantage Visitor Cover	Core Extras
Premiums		Excess	nil
Policy Limitations	Global Annual Limit	\$1,000,000 pp/pa	
Product Description - Inclusions	Inpatient benefits		
	Doctors' surgical fees and in-hospital consultations	100% cost, any hospital	X
	Hospital accommodation for overnight and same day stays	100% cost, any hospital	X
	Government approved prosthetic devices	100% cost, any hospital	X
	Operating theatre, intensive care and ward fees	100% cost, any hospital	X
	Accidents	100% cost, any hospital	X
	All eye surgery (e.g. cataracts, squints, pteryglums)	100% cost, any hospital	X
	Back surgery (e.g. slipped discs)	100% cost, any hospital	X
	Colonoscopies and bowel surgery	100% cost, any hospital	X
	Grommets in ears	100% cost, any hospital	X
	Hernia surgery	100% cost, any hospital	X
	Kidney stone and gall stone removal	100% cost, any hospital	X

Knee and shoulder surgery	100% cost, any hospital	X
Knee, hip and shoulder investigations	100% cost, any hospital	X
Rehabilitation programs	100% cost, any hospital	X
Removal of appendix	100% cost, any hospital	X
Removal of tonsils and adenoids	100% cost, any hospital	X
Upper gastrointestinal investigations	100% cost, any hospital	X
All other Medicare recognised services not listed	100% cost, any hospital	X
Hospital Psychiatric Services	Lower benefit *	X
Palliative Care	Lower benefit *	X
Weight loss surgery	Lower benefit *	X
Pregnancy and birth	Lower benefit *	X
Pharmaceutical items (inpatient)	100% cost, any hospital	X
Outpatient benefits		X
GP and specialist consultations, pathology and radiology	100% MBS	X
Pharmaceutical items (outpatient)	100% cost up to \$500 annual limit	X
Emergency facilities	Gazetted rates [^]	X
Outpatient continuing treatment following hospitalisation	100% cost	X
Pregnancy and birth related consultations and services	100% MBS	X
(excluding ante/postnatal services)		X
Other services		X

	Medical repatriation	100% cost up to Global Annual Limit	X
	Ambulance - emergency	100% cost	X

s 45(1), s 47G(1)(a)

Product Exclusions	Assisted reproductive services	X	X
	Elective cosmetic surgery	X	X
	Bone marrow or organ transplant	X	X
	Infertility investigations	X	X
	Services not covered by Medicare	X	X
	Outpatient psychiatric services	X	X
	Outpatient psychology services	X	X
	Ambulance - non-emergency	X	X
	Travel and accommodation	X	X
Waiting Periods	12 months for pregnancy and birth related conditions		
(applied in line with minimum requirements of visa condition 8501)	12 months for pre-existing conditions applied in a way that is consistent with Section 75-15 of the Private Health Insurance Act 2007		
	2 months for inpatient psychiatric, rehabilitation or palliative care services (whether pre-existing or not)		

s 45(1), s 47G(1)(a)

s 45(1), s 47G(1)(a)

<p>Repatriation of Mortal Remains and Funeral</p>	<p>nib will provide support to cover cost of funeral or repatriation of mortal remains, up to \$20,000 per episode, s 45(1), s 47G(1)(a) s 45(1), s 47G(1)(a)</p>
--	---

***Lower benefit** benefits may be reduced to the rate determined by the state/territory authorities, inpatient medical expenses are reduced to MBS fee

^**Gazetted rate** means the rate charged by Public Hospitals to an ineligible patient as determined/recommended by the Department of Health

Signed as a Memorandum of Understanding

Signatures

SIGNED for and on behalf of **nib Health**)
Funds Ltd ABN 83 000 124 381 by:)
)

s 47F(1)

SIGNED for and on behalf of the)
Commonwealth of Australia as)
represented by the Department of)
Employment and Workplace Relations
ABN 96 584 957 427 by:

s 22(1)