

Terms and conditions for HCF recognised Providers of General Treatment

1. General

- 1.1** These terms and conditions (“these terms”) are the terms on which We recognise Providers of General Treatment for the purpose of paying benefits. We will assume Your agreement to these terms at and from the time a Member submits an eligible claim to Us for Your services unless You inform Us otherwise.
- 1.2** If there is any inconsistency between these terms and the terms of any other agreement between Us and You, these terms will prevail to the extent of that inconsistency.

2. Glossary

- ‘De-listing Policy’* means the HCF De-listing policy which applies to recognised providers, available at hcf.com.au or by calling 13 13 34.
- ‘General Treatment’* has the same meaning as set out in section 121-10 of the Private Health Insurance Act 2007 or any amendment or replacement of it.
- ‘Member’* means a person who is a financial member of an HCF health fund with cover for General Treatment and in the case of a family membership, includes all dependents covered by that membership.
- ‘Practice Address’* means an Australian address You have provided to Us as the location at which You operate.
- ‘Private Practice’* means a business in Australia that is self supporting principally through fees received from patients and whose accommodation, facilities and services are not provided or subsidised by another party such as a public hospital or publicly funded facility.
- ‘Professional Body’* means and includes:
- any registration board(s) that register health professionals under relevant Federal, State or Territory legislation and is relevant to Your profession.
 - any professional association relevant to Your profession.
 - any court, tribunal, commission, board, committee or body that hears complaints relating to a breach of professional standards by members of Your profession.
- ‘Provider’* means a health professional, supplier of health services, similar for the purposes of the payment of benefits for General Treatment provided to privately insured persons.
- ‘Recognition criteria’* means:
- the services to be provided will meet the standards in the [Private Health Insurance \(Accreditation\) Rules 2011](#); and
 - any other criteria that HCF considers reasonable.
- ‘Recognition requirements’* means the additional requirements for each profession that must be met as a minimum to be recognised by HCF.
- ‘Recognition date’* means the date on which You first provided a General Treatment service to a Member for which an eligible claim was made and for which We recognised You as a provider of General treatment for the purpose of paying benefits.
- ‘Related Body Corporate’* has the meaning given in section 9 of the Corporations Act 2001.
- ‘We’, ‘Our’, ‘Us’ and ‘HCF’* means The Hospitals Contribution Fund of Australia Limited ABN 68 000 026 746 and any of its related Bodies Corporate that are registered private health insurers.
- ‘You’, ‘Your’, ‘and’
‘Recognised Provider’* means:
- a provider of General Treatment in Australia who
 - is in private practice and
 - for each relevant class of service satisfies all recognition criteria and recognition requirements; or
 - any other provider recognised by HCF except for:
 - providers of chronic disease management programs with whom We have a specific agreement;
 - providers of hospital substitute services with whom We have a specific agreement.

3. What You must do as a recognised provider

- 3.1** It is a condition of HCF recognition that You comply with these terms and that:
- You:
 - comply with the standards for treatment specified in the [Private Health Insurance \(Accreditation\) Rules 2011](#) or any amendment or replacement of them if applicable to You; and
 - provide Us with evidence of that compliance by providing to Us on request evidence of all relevant permissions, approvals, registrations, accreditations, qualifications, memberships, licenses, certifications and other forms of recognition or information required to support Your application to become a Recognised provider; or

- III. provide Us with any other information We require to support Your application to become a recognised provider, where subparagraphs 3.1(a)(i) and (ii) do not apply to You;
- (b) You comply with Our Recognition Criteria and Recognition Requirements for the services You provide to Members;
- (c) You continuously hold current professional indemnity insurance along with public and product liability insurance to a minimum value of \$1 million per claim, expressly for the services You provide to Members;
- (d) You comply with all standards, guidelines, obligations and legislation relevant to Your profession and the services You provide to Members;
- (e) You do not allow another person to perform services and invoice Us or Members using Your provider number (with the exception of services performed by dental therapists, hygienists and oral health therapists where We have not issued separate provider numbers and where the law permits this practice);
- (f) You comply with any reasonable request from Us;
- (g) You comply with the terms of any other agreements or contracts that exist between You and HCF;
- (h) You repay within 30 days of Our request any monies paid to You where We determine that You were not entitled to it.
- (i) You agree to allow Us and Our agents to:
 - I. make enquiries of any educational institution, professional association, registration body, government department or agency, statutory, semi-government or other body regarding Your professional education and qualifications and/or professional and ethical conduct, including but not limited to any applications for membership, accreditation, registration, licensing, certification or other form of recognition, whether such application was successful or not and whether such application was withdrawn or not. You further consent to and authorise any such body to release to Us or Our agents copies of all documentation, applications or reports related to those enquiries; and
 - II. Release any information supplied in such applications or in Your application to Us to an independent third party for assessment;
- (j) You do not use any of Our brands, names or trademarks, including representing that You are endorsed by Us, without Our express written consent;
- (k) You communicate swiftly and effectively in both written and spoken English with Us, with Members and with emergency services;
- (l) You notify Us immediately if a Professional Body places any restrictions or limitations on Your registration with or membership of it;
- (m) You must receive in Australia all orders You receive from Our Members;
- (n) You must not provide to Our Members goods obtained from outside Australia, without You first receiving those goods in Australia and inspecting them to ensure:
 - I. their safety and quality; and
 - II. that they comply with applicable Australian standards;
- (o) You will notify Us immediately of any material change in the way You provide goods to Our Members or any other information which could impact on Your recognition as a Provider with HCF, including but not limited to, Your compliance with clauses 3.1(m) and 3.1(n)
- (p) You are liable for and agree to defend, indemnify and hold harmless HCF and its Related Bodies Corporate against:
 - I. all losses suffered by HCF
 - II. all liabilities incurred by HCF; and
 - III. all costs payable by HCF to its own legal representatives (whether or not under a costs agreement), as a result of, arising from or in connection with any breach by You of clause 3.1(m), clause 3.1(n) or clause 3.1(o); 3.1(l); and,
- (q) You must have a returns policy that applies to goods obtained from outside Australia and that policy must satisfy the requirements set out in the Australian Consumer Law.
- (r) You must not discriminate against our members because they are covered by a private health insurance or due to their membership with HCF. This includes, but is not limited to, charging HCF members more than the standard fee that You set for Your service/s and product/s unless You are participating in an HCF participating provider program that allows You to charge a higher fee or You have our express written permission.

4. What You should expect from Us

4.1 As a Recognised provider You can expect Us to:

- (a) Pay claims for General Treatment services You provide to Our Members when:
 - I. You have complied with these terms;
 - II. The Member lodges an eligible claim for Your General Treatment services or You submit the claim electronically direct to Us against a policy with Us that covers the said General Treatment service; and
 - III. The claim and services are in accordance with all Our fund rules.
- (b) Have the Member's authority/consent to access their patient records for audit purposes.

5. Receipts and invoices

5.1 Receipts and invoices issued to Members by You should be on Your official letterhead paper, that is paper size A4 or A5, be an accurate representation of the treatment episode and include:

- (a) Your full name, Practice Address and telephone number;
- (b) Your company, trading name, ABN and/or ACN as applicable;

- (c) Patient's full name and address;
- (d) Date of service(s) and where the service(s) took place;
- (e) Itemisation, description and cost of the service(s);
- (f) Date the account or invoice was issued;
- (g) Details of amounts paid and outstanding balances; and
- (h) The words "duplicate" or "copy" on any duplicate invoices issued or where the document provided is a quote, it should be marked as a "Quote" or "Estimate".

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

6. Patient records

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

- (a) Patient's details (including full name, date of birth, gender, address and contact details):
- (b) Date of each treatment:
- (c) Nature of the treatment:
- (d) Nature of the illness (symptoms/ reason for seeking treatment): and
- (e) Any improvements/ baseline measures/ outcomes reached.

6.2 Diagnostic instruments, records and models related to treatment of HCF Members should be maintained and made available to Us when requested. This includes, but is not limited to, x-rays, scans, photographs, plaster casts and study moulds. When You supply goods that have been specifically fabricated or customised for the sole use of a individual patient who is an HCF Member, You must retain a copy of any order forms and supplier invoices that relate to that good and make available when requested. This includes, but not limited to, dentures, dental crowns, bridges, custom made orthoses, and optical lenses.

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

6.4 You must maintain a record keeping system that records the full name and treatment time of Our Members.

6.5 Member patient records must be maintained in English or must be translated at Your expense.

6.6 Member patient records relating to claims must be made available to Us, on request for audit purposes.

6.7 Computer Member patient records must be regularly backed-up with a duplicate copy stored securely off site.

7. When We may not pay a benefit

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

- (a) the Provider is not a Recognised Provider;
- (b) the Provider is not in Private Practice;
- (c) the Member is entitled to compensation or recovery from a third party including workers compensation;
- (d) the service was provided prior to Your Recognition Date;
- (e) the Member is not financial or otherwise covered on the date of service;
- (f) the goods or services have not been provided to the Member at the date of claim;
- (g) the goods or services have not been provided in Australia to the Member;
- (h) account/invoice/receipt is not original or the details have been altered;
- (i) the charge is for services not covered e.g. the preparation of reports;
- (j) payment is also sought from another source including Medicare for all or part of the services;
- (k) the Member has received more than one service (excluding dental and optical services) on the same day by the same Provider, in which case We will only pay a benefit for the first eligible claim received by Us;
- (l) the service is illegal (e.g. imported medicines);
- (m) the service was not administered by You, which includes services administered by students working under Your direct supervision and/ or instruction (with the exception of services administered by dental therapists, hygienists and oral health therapists where We have not issued separate provider numbers and where the law permits this practice);
- (n) the service does not meet the standards for treatment specified in the [Private Health Insurance \(Accreditation\) Rules 2011](#) or any amendment
- (o) the service is not General Treatment for a specific health condition;
- (p) We, after receiving independent medical or clinical advice, consider that the service is inappropriate; or
- (q) herbs, supplements or other items not listed on HCF's approved pharmacy list are dispensed.

8. Skin penetration and infection control

8.1 Where You use skin penetration during the treatment of Our Members You must:

- (a) obey federal, state government and local council skin penetration legislation and protocols;
- (b) handle and dispose of waste material (including 'sharps') in accordance with government guidelines;
- (c) store any instruments or equipment that penetrate the skin or are in contact with body fluid or tissue in a sealed sterile pack in a dry store area. Where the device is non-disposable it should be cleaned and sterilised in an appropriate manner;
- (d) store any instruments or equipment that make contact with (but do not penetrate) the skin in a dry, contamination free environment. The device should be disinfected prior to and cleaned appropriately after use;
- (e) store all other devices or equipment that makes contact with a patient in a contamination free environment; and
- (f) maintain a safe and clean environment.

9. Privacy

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

9.2 Information provided to Us will be handled in accordance with Our Privacy Policy. A copy can be found at hcf.com.au or obtained by calling 13 13 34.

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

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

10. Ending or suspending Our relationship with You

10.1 We may decide to end Our relationship with You which means You will no longer be a Recognised Provider and in these cases, benefits will not be payable for any service supplied by You. We may end Our relationship if one or more of the following occurs:

- (a) You fail one or more of the criteria in Our De-Listing Policy. We may suspend Our relationship with You whilst We carry out investigations in accordance with Our De-Listing Policy;
- (b) You breach any of these terms and, after receiving notice of the breach, You fail to rectify the breach within 7 days. We may choose not to pay benefits for any claims made by Members for services provided by You during the period of Your non-compliance with any of these terms; or
- (c) We believe in Our reasonable opinion that a Member's or Members' safety may be at risk.

We reserve Our right to disclose the details of any complaints or allegations to any relevant Professional Body.

10.2 You may terminate these terms without cause by giving 21 days' notice in writing to Us. This termination by notice does not affect any claim either You or We may have against the other arising out of these terms at the date of the termination.

10.3 We may terminate these terms by giving 21 days' notice in writing to You if You or services You provide:

- (a) do not meet (or do not fall within); or
- (b) cease to meet, the standards for treatment specified in rules 7 (1), 8 or 9 of the [Private Health Insurance \(Accreditation\) Rules 2011](#) or any amendment or replacement of them (Rules) (including but not limited to circumstances where services You provide are not, or cease to be, treatment referred to in 7(1), 8 or 9 of the rules to which such standards for treatment apply. (A copy of the Rules is available from HCF). This termination by notice does not affect any claim either You or We may have against the other arising out of these terms at the date of the termination. We can exercise our right on the above ground of termination and We accept no further obligation to provide any further reasons other than (a) or (b).

11. Changes or additions to these terms

11.1 From time to time We may update or change these terms.

11.2 You should regularly check the provider portal of Our website at hcf.com.au for any changes.

11.3 We will place a notice on Our website advising of any changes adversely affecting Recognised Providers.

11.4 We may require a Recognised Provider to agree to additional terms and conditions, and will provide this Provider with the additional terms and conditions in the form of an addendum to these terms.

12. Laws that apply to these terms

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

13. Reporting Fraud

13.1 If You suspect that a person or group is engaging in health insurance fraud, please contact Our investigations team on [1800 727 721](tel:1800727721) or email investigations@hcf.com.au