

# TERMS AND CONDITIONS FOR HCF RECOGNISED PROVIDERS OF GENERAL TREATMENT

## 1. GENERAL

**1.1** Providers of Ancillary Services may be recognised by HCF for the purpose of paying benefits to Members that have received Ancillary Services provided by those providers (**Recognised Providers**). By accepting the payment of benefits from HCF on behalf of a Member or facilitating a claim for benefits by a Member (eg. displaying a provider number on a receipt), Recognised Providers agree to be bound by these terms and the addendum referred to in clause 14.4 (if any) (**Agreement**). By making a payment of benefits for Ancillary Services provided by a Recognised Provider, HCF agrees to be bound by the Agreement with respect to that Recognised Provider. The Agreement commences on the date a claim is first made for benefits for Ancillary Services provided by the Recognised Provider and ends when either HCF or the Recognised Provider terminates the Agreement in accordance with these terms.

## 2. GLOSSARY

**'Ancillary Services'** has the same meaning as the term **'General treatment'** in section 121-10 of the *Private Health Insurance Act 2007 (Cth)* or any amendment or replacement of it.

**'Fund Rules'** means HCF's fund rules which determines a Member's entitlement to benefits under their HCF cover.

**'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.

**'Member'** means a person who is a financial member of an HCF health fund with cover for Ancillary Services and in the case of a family membership, includes all partners and dependents covered by that membership.

**'Private Practice'** means a professional practice (whether sold, partnership or group) that is self-supporting and where its accommodation, facilities and services are not provided, funded or subsidised by another Hospital or publicly funded facility.

**'Professional Body'** means:

- (a) any registration board(s) that register health professionals under relevant Federal, State or Territory legislation and is relevant to the Recognised Provider's profession;
- (b) any professional association relevant to the Recognised Provider's profession; and

- (c) any court, tribunal, commission, board, committee or body that hears complaints relating to a breach of professional standards by members of the Recognised Provider's profession.

**'Recognition Criteria'** means:

- (a) the standards in the *Private Health Insurance (Accreditation) Rules 2011 (Cth)*; and
- (b) any other criteria that HCF considers reasonable.

**'Recognition Requirements'** means the additional requirements that HCF reasonably determines for each profession.

**'Related Body Corporate'** has the meaning given in section 9 of the *Corporations Act 2001 (Cth)*.

## 3. INTERPRETATION

- (a) If there is any inconsistency between an Agreement and the terms of any other agreement between HCF and the Recognised Provider, the Agreement will prevail to the extent of that inconsistency;
- (b) a reference to a 'person' includes a natural person, body corporate and body politic;
- (c) a reference to a party or a body includes the party's or the body's executors, administrators, successors and permitted assigns and substitutes;
- (d) a reference to a provision of a law, statutory instrument or determination includes a reference to an amendment, consolidation, re enactment, or replacement;
- (e) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (f) another grammatical form of a defined word or expression has a corresponding meaning;
- (g) the meaning of a general word is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (h) headings are for ease of reference only and do not affect interpretation.

## 4. RECOGNISED PROVIDER'S OBLIGATIONS

**4.1** A Recognised Provider must:

- (a) be a health professional, a supplier of health services or similar that provides Ancillary Services in Private Practice;
- (b) comply with the Recognition Criteria and Recognition

Requirements that apply to the class of Ancillary Services the Recognised Provider provides to Members;

- (c) comply with all standards, guidelines, obligations and legislation relevant to the Recognised Provider's profession and the Ancillary Services provided to Members;
- (d) provide HCF with evidence, on request, of all relevant permissions, approvals, registrations, accreditations, qualifications, memberships, licenses, certifications and other forms of recognition or information referred to in the application form to become a Recognised Provider or required under the Recognition Criteria or Recognition Requirements;
- (e) 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 Ancillary Services the Recognised Provider offers to Members;
- (f) not allow another person to perform the Ancillary Services (for example, students working under the Recognised Provider's supervision and/or instruction) and/or invoice HCF or Members using the Recognised Provider's provider number (with the exception of services performed by dental therapists, hygienists and oral health therapists where HCF have not issued separate provider numbers and where the law permits this practice);
- (g) comply with any reasonable request from HCF;
- (h) comply with the terms of any other agreements or contracts that exist between the Recognised Provider and HCF;
- (i) repay within 30 days of HCF's written request, any benefits or monies paid to the Recognised Provider where HCF reasonably determines that the Recognised Provider, or the Member who received the Ancillary Services, was not entitled to it under the Agreement or the Fund Rules;
- (j) not use any of HCF's brands, names or trademarks, including representing that the Recognised Provider is endorsed by HCF, without HCF's express written consent;
- (k) be able to communicate swiftly and effectively in both written and spoken English with HCF, Members and emergency services;
- (l) if a Recognised Provider obtains goods from outside Australia for Members, not provide those goods to Members until the Recognised Provider has received the goods and ensured their safety and quality and that they comply with applicable Australian standards;
- (m) comply with the Australian Consumer Law and in relation to goods obtained from outside Australia, have a returns policy that includes the obligations in clause 4.1(l); and
- (n) not discriminate against Members because they are covered by private health insurance or their membership with HCF including charging Members more than the standard fee that the Recognised Provider set for their goods or services (unless

the Recognised Provider is participating in an HCF participating provider program that allows the Recognised Provider to charge a higher fee or they have HCF's express written permission).

#### **4.2** Recognised Providers must notify HCF immediately:

- (a) if they have not complied with any of their obligations under clause 4.1 or a Professional Body is investigating the Recognised Provider, or has placed any restrictions or limitations on the Recognised Provider's registration or membership of the Professional Body; or
- (b) of any material change in the way they provide goods or services to Members or any other information which could impact on their recognition as a 'recognised provider' with HCF including the Recognised Provider's compliance with clauses 4.1(m) and 4.1(n).

#### **4.3** Recognised Providers agrees to allow HCF and its agents to:

- (a) make enquiries of any Professional Body, educational institution, professional association, registration body, government department or agency, statutory, semi-government or other body regarding the Recognised Provider's professional education and qualifications and/or professional and ethical conduct including any applications for membership, accreditation, registration, licensing, certification or other form of recognition, whether such application was successful or not and whether such application was withdrawn or not. Recognised Providers further consent to and authorise any such body to release to HCF or its agents copies of all documentation, applications or reports related to those enquiries; and
- (b) release any information received under clause 4.3(a) or contained in the HCF application form to become a Recognised Provider, to an independent third party for assessment.

## **5. PAYING BENEFITS**

### **5.1** HCF must pay benefits for Ancillary Services provided by Recognised Providers to Members if:

- (a) benefits are payable to the Member under the Fund Rules;
- (b) the Recognised Provider has complied with the Agreement;
- (c) the circumstances in clause 6 do not apply;
- (d) the Member has lodged an eligible claim for the Ancillary Services or the Recognised Provider has submitted an eligible claim electronically and directly to HCF; and
- (e) the Recognised Provider has the Member's consent for HCF to access their patient records held by the Recognised Provider for audit purposes.

## 6. WHEN HCF MAY NOT PAY A BENEFIT

**6.1** HCF will not pay benefits for Ancillary Services provided by Recognised Providers in the following circumstances:

- (a) the Recognised Provider has breached clause 4.1(a) or 4.1(f);
- (b) the Member is entitled to compensation or recovery from a third party including workers compensation for the Ancillary Services;
- (c) the Ancillary Service was provided prior to the date the Provider became a Recognised Provider;
- (d) the Member is in arrears with premium payments or is otherwise not covered under and HCF health insurance policy on the date of service;
- (e) the Ancillary Service has not been provided to the Member on the date of claim;
- (f) the Ancillary Service has not been provided in Australia to the Member;
- (g) the account, invoice or receipt provided to HCF to support the claim is not the original or the details have been altered;
- (h) the Member is eligible to receive payment for the Ancillary Service from another source including Medicare, for all or part of the Ancillary Service;
- (i) the Member has received more than one Ancillary Service on the same day by the same Recognised Provider (excluding dental and optical services), in which case HCF will only pay a benefit for the first eligible claim received by HCF;
- (j) the Ancillary Service is illegal (e.g. imported medicines);
- (k) the Ancillary Service does not meet the standards for treatment specified in the *Private Health Insurance (Accreditation) Rules 2011 (Cth)*;
- (l) the goods and/or services provided by the Recognised Provider is not an Ancillary Service and/or is not treatment for a specific health condition;
- (m) if HCF, after receiving independent medical or clinical advice, reasonably considers that the Ancillary Service is inappropriate; or
- (n) the Ancillary Service is the dispensing of herbs, supplements or other items not listed on HCF's approved pharmacy list.

## 7. RECEIPTS AND INVOICES

**7.1** Recognised Providers must issue invoices and receipts to Members for Ancillary Services it provide to them that is on the Recognised Provider's official letterhead, on paper that is size A4 or A5, that is an accurate representation of the Ancillary Services provided and must include:

- (a) the Recognised Provider's full name or company name, trading name, ABN and/or ACN as applicable;
- (b) an Australian address at which the Recognised Provider operates and the telephone number at that address;
- (c) Member's full name and address;
- (d) the date and location that the Ancillary Services took place;
- (e) industry item codes for the Ancillary Services and

- description and cost of the Ancillary Services;
- (f) the date the invoice or receipt was issued;
- (g) details of amounts paid and outstanding balances;
- (h) the words "duplicate" or "copy" if any duplicate invoices are issued; and
- (i) the words "quote" or "estimate" if the document provided is a quote as there should only be one fully itemised original invoice and receipt.

**7.2** Recognised Providers or their employees must not act as an agent and submit claims on a Member's behalf except in the use of electronic claiming through HICAPS or HEALTHPOINT.

**7.3** Recognised Providers must maintain storage of all invoices and receipts for at least 24 months from the date of the Ancillary Service, or longer where required by law. Recognised Providers acknowledge that some receipts are thermal receipts (such as HICAPS and HEALTHPOINT receipts) and are susceptible to damage due to exposure to heat, light, moisture and plastics, and agree to ensure the proper preservation of these receipts for the required period.

## 8. PATIENT RECORDS

**8.1** Recognised Providers must maintain accurate patient records of each Ancillary Service provided to a Member at the time of providing the Ancillary Service or as soon as practicable afterwards, which include:

- (a) the Member's details (including full name, date of birth, gender, address and contact details);
- (b) date and time of each Ancillary Service;
- (c) nature of the Ancillary Service;
- (d) nature of the Member's illness or condition, symptoms and reason for seeking the Ancillary Service;
- (e) any improvements, baseline measures and outcomes reached;
- (f) the Member's relevant medical or health history; and
- (g) nature of Member's health management program (if any).

**8.2** Recognised Providers must maintain diagnostic instruments, records and models related to the Ancillary Service provided to Members including x-rays, scans, photographs, plaster casts and study moulds. If Recognised Providers supply goods that have been specifically fabricated or customised for the sole use of a Member, the Recognised Provider must retain a copy of any order forms and supplier invoices that relate to that good including dentures, dental crowns, bridges, custom made orthoses and optical lenses.

**8.3** Recognised Providers must keep the patient records set out in clauses 8.1 and 8.2 ("Patient Records") for the minimum time prescribed in legislation relevant to the Recognised Provider's profession. Where no such legislation exists, for a minimum period of 7 years and where the Member is under 21 years at the time of the Ancillary Service, for a period of 7 years after they would have reached 21 years of age.

- 8.4** Electronic Patient Records must be regularly backed-up with a duplicate copy stored securely off site.
- 8.5** Recognised Providers must maintain Patient Records in English or if they are maintained in another language and are requested by HCF, they must be translated at the Recognised Provider's expense.

## **9. AUDIT**

- 9.1** Recognised Providers must make available to HCF, within 14 days of a written request from HCF, any information or documents relating to a Member including receipts or invoices issued for Ancillary Services, Patient Records and details of any goods ordered or supplied as part of the Ancillary Services (such as lenses, frames, dental implants, hearing aids, mouthguards, splints and custom made orthotics, etc) (Records).
- 9.2** If HCF wishes to conduct an on-site review of the Records, it must provide the Recognised Provider with 14 days prior written notice. The Recognised Provider must permit HCF to enter the premises where the Records are located and provide reasonable assistance to HCF.
- 9.3** The Recognised Provider must ensure that it has all necessary consents required to enable it to comply with this clause.

## **10. LIABILITY UNDER THE AUSTRALIAN CONSUMER LAW**

- 10.1** If HCF supplies goods or services under an Agreement to the Recognised Provider and they are a 'consumer' of those goods or services within the meaning of the Australian Consumer Law (set out in Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*), the Australian Consumer Law may impose liability on HCF, that cannot be excluded, restricted or modified. Nothing contained in these terms excludes, restricts or modifies the imposition of this liability.
- 10.2** If HCF is liable to the Recognised Provider under the Australian Consumer Law in relation to goods and/or services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption, HCF limits this liability to:
- in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
  - in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

## **11. INDEMNITY**

- 11.1** Recognised Providers are liable for and agrees to defend, indemnify and hold harmless HCF and its Related Bodies Corporate against:
- all losses suffered by HCF;
  - all liabilities incurred by HCF; and
  - all reasonable 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 the Recognised Provider of clauses 4.1(i) and 4.2, except and to the extent that the loss, liability or cost was caused by HCF. This indemnity does not apply to any liability HCF owes the Recognised Provider under clause 10.

## **12. PRIVACY**

- 12.1** Recognised Providers must comply with relevant privacy and health records legislation, including the *Privacy Act 1988 (Cth)* in relation to the Members' personal information. Recognised Providers must notify HCF if they reasonably believe that they have breached this clause.
- 12.2** HCF's privacy policy explains how HCF collects, uses, discloses (which may include obligations to overseas recipients in compliance with its privacy obligations) and keeps and secures personal information including how to opt out from direct marketing, how to request access to, and a correction of, the Recognised Provider's personal information or how to complain about a privacy breach. For a copy of HCF's privacy policy, call our member services team on **13 13 34** or go to [hcf.com.au](http://hcf.com.au)
- 12.3** Recognised Providers consent to HCF collecting, storing, using and disclosing their personal information for the purpose of an Agreement including to assess claims by Members.

## **13. ENDING OR SUSPENDING HCF'S RELATIONSHIP WITH THE RECOGNISED PROVIDER**

- 13.1** HCF may suspend or terminate an Agreement with a Recognised Provider by providing reasonable prior written notice if one or more of the following occurs:
- the Recognised Provider commits a material breach of any of the terms of the Agreement and/or any other contractual agreements of related third parties such as HICAPS or HEALTHPOINT and after receiving notice of the breach, the Recognised Provider fails to rectify the breach within 7 days; or
  - HCF reasonably considers that a Recognised Provider has, or has potential to bring into disrepute HCF's brand, reputation, status, or professionalism within the community at large; or
  - the Recognised Provider breaches clause 9; or
  - there has been no claim made in the last 24 months by a Member for benefits in relation to an Ancillary Service provided by the Recognised Provider; or
  - HCF reasonably considers that suspension or termination of the Agreement is necessary for the financial integrity and/or reputation or goodwill of HCF; or
  - the Recognised Provider ceases to be registered by, or be a member of, a Professional Body; or
  - the Recognised Provider does not comply with any law (including if they are convicted of a crime); or
  - a Professional Body or court finds that the Recognised Provider has committed a breach of a

professional standard or provided a service that is unnecessary, not reasonably required or excessive; or

- (i) HCF believes in its reasonable opinion, that a Member or Members' safety may be at risk.

- 13.2** A Recognised Provider or HCF may terminate an Agreement without cause by giving 21 days' notice in writing to the other party. This termination by notice does not affect any claim either the Recognised Provider or HCF may have against the other arising out of the Agreement at the date of the termination.
- 13.3** HCF may suspend or terminate a Recognised Provider's access to electronic claiming (such as HICAPS or HEALTHPOINT) where it finds that the Recognised Provider has committed a material breach of any of the terms of the Agreement and/or any other contractual agreements of related third parties such as the HICAPS or HEALTHPOINT agreements.
- 13.4** If HCF suspends an Agreement, the Provider will not be a Recognised Provider during the period of suspension and HCF will not pay any benefits for any claims made by Members for Ancillary Services provided by the Provider during the period of suspension.
- 13.5** If an Agreement is terminated, the Provider will no longer be a Recognised Provider and HCF will not pay any benefits for any claims made by Members for Ancillary Services provided by the Provider.
- 13.6** HCF may disclose the details of any complaints or allegations received about a Recognised Provider to any relevant Professional Body.

## **14. CHANGES OR ADDITIONS TO AN AGREEMENT**

- 14.1** From time to time HCF may update or change any terms of an Agreement by giving the Recognised Provider notice through the provider portal of HCF's website.
- 14.2** The Recognised Provider should regularly check the provider portal of HCF's website at [hcf.com.au](https://hcf.com.au) for any changes.
- 14.3** HCF will place a notice on its website and on HCF's provider portal advising of any changes adversely affecting Recognised Providers.
- 14.4** HCF may impose additional terms and conditions on a particular Recognised Provider by providing that Recognised Provider with the additional terms and conditions in the form of an addendum with prior written notice.

## **15. LAWS THAT APPLY TO THE AGREEMENT**

- 15.1** The Agreement is 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.

## **16. REPORTING FRAUD**

- 16.1** If a Recognised Provider suspects that a person or group is engaging in health insurance fraud, they must contact HCF's investigations team on **1800 727 721** or email [investigations@hcf.com.au](mailto:investigations@hcf.com.au)