

HBF Recognised Provider Terms and Conditions

The following HBF Recognised Provider Terms and Conditions (**Terms**) and Collection Statement for Providers/Health Practitioners (set out in Annexure A) apply to health providers who provide General Treatment to Members or where an agreement states that these Terms apply. These Terms do not apply to providers who have a participating provider or Member Plus Agreement with HBF, or to providers whose practice representative has entered into a HBF Dental Agreement on their behalf.

1. Application

- (a) Where a document refers to HBF Recognised Provider Terms and Conditions this means these Terms.
- (b) When You accept any payment of Benefits from HBF on behalf of a Member or where a Member claims a Benefit from HBF for any General Treatment provided by You, You agree to be bound by these Terms. By making a payment of Benefits for any General Treatment provided by You, HBF agrees to be bound by these Terms with respect to You.
- (c) When You are bound by these Terms in accordance with clause 1(b), you also agree to ensure that any person who assists you in the day to day administration of your business or the provision of your services understands and complies with these Terms.
- (d) These Terms do not apply to any provider who has a participating provider or Member Plus Agreement with HBF for their services.

2. Inconsistent Terms

In the event of any inconsistency in these Terms and the HBF Fund Rules, these Terms must be interpreted in accordance with the following order of priority:

- (a) the HBF Fund Rules;
- (b) these Terms.

3. Recognised Providers

- (a) Benefits are not payable to You by HBF for General Treatment provided by You unless HBF has registered You as a Recognised Provider. To be registered as a Recognised Provider, You must:
 - (i) hold all necessary registrations, licences or approvals under relevant State or Territory legislation to render the relevant General Treatment You provide, including in relation to the premises from which the General Treatment is to be, or is being, provided;
 - (ii) comply with the requirements of the *Private Health Insurance (Accreditation) Rules 2011* (Cth);
 - (iii) be a health professional or a supplier of health services, who provides General Treatment in Private Practice;
 - (iv) comply with any other additional requirements or criteria that HBF reasonably considers necessary or desirable, and of which You are informed of;
 - (v) not have had your status as a Recognised Provider terminated by HBF under clause 14 of these Terms; and
 - (vi) meet HBF's expectations, as set out in these Terms.
- (b) Your registration as a Recognised Provider will apply to all locations, within Australia and the Norfolk Islands, at which you have a Private Practice unless You or HBF advise otherwise.
- (c) HBF has absolute discretion to approve or not approve a provider as a Recognised Provider.

4. Recognised Provider's General Obligations

You must comply with the following requirements to remain a Recognised Provider:

- (a) You must:
 - (i) comply with all laws and ethical standards relevant to the practice of Your profession and any General Treatments provided by You to Members, including all applicable standards, guidelines, obligations, policies or codes of conduct (whether voluntary or otherwise) as set out by any professional association to which You belong;
 - (ii) provide evidence, on request, of all relevant registrations, accreditations, qualifications, certifications, permissions or any other forms of recognition applicable to the practice of your profession;
 - (iii) on request provide evidence, including the Patient Record, of any General Treatment provided by You to Members;
 - (iv) undertake in a diligent and professional manner the provision of General Treatment to Members and maintain the quality of such treatments, goods or services;
 - (v) verify that all persons who assist You in the provision of General Treatment are adequately qualified as mandated by Your professional body;
 - (vi) ensure that any Member who receives General Treatment from You is not charged more for that service than any other patient who You treat.

This subclause is not intended to apply to patients who are members of other health funds where You have entered into an agreement (**Negotiated Agreement**) with that health fund about the fees You may charge for General Treatment provided to its members;
 - (vii) continuously hold professional indemnity, public liability and product liability to the minimum value required by Medicare, Australian Regional Health Group or any professional association or body to which You belong (as applicable);
 - (viii) ensure that You comply with Your obligations under the applicable Modern Slavery Laws including, but not limited to:
 - A. taking reasonable steps to ensure that the goods and services You provide are not the product of Modern Slavery; and
 - B. provide reasonable information to, or comply with reasonable direction given by, HBF for the purpose of enabling HBF to comply with its obligations under Modern Slavery Laws;
 - (ix) not, and must procure that Your practice manager, staff and other associated personnel do not:
 - A. enter into any conduct or activities that might reasonably be regarded as harming HBF, its name or reputation;
 - B. become involved in any situation which will bring HBF into public disrepute, contempt, scandal or ridicule; or
 - C. actively incite, recommend or encourage patients to change health insurance funds;

- (x) promptly advise HBF of any event or occurrence that You are aware of which may reasonably be expected to lead to a complaint about HBF from any person;
 - (xi) not provide information to HBF which is false or misleading; and
 - (xii) not mislead or deceive HBF in any other manner including by failing to provide true and full information at any time.
- (b) You must notify HBF as soon as possible, and in any case within fourteen calendar days, of any change to Your practice location (including if you cease to practice at a location), email address, telephone number or postal address.
- (c) You must promptly notify HBF immediately if You become aware of:
- (i) any disciplinary action or investigation commenced or threatened against You by AHPRA, Medicare, ARHG or any professional association or body to which You belong; and
 - (ii) any restrictions, limitations or conditions placed on You by any such authorities, associations or bodies that affects the practice of Your profession and any General Treatments provided by You to Members.
- (d) These Terms must not interfere with Your clinical decision making.

5. Payment of Benefits

- (a) HBF will pay Benefits for General Treatment provided by You to Eligible Members if:
- (i) the General Treatment is provided in Private Practice in accordance with the HBF Fund Rules;
 - (ii) You have complied with these Terms;
 - (iii) You have provided sufficient information to satisfy HBF of the circumstances of the General Treatment, as set out in clause 10;
 - (iv) the circumstances in clause 5(b) do not apply;
 - (v) the Eligible Member has lodged an eligible claim for the General Treatment or You have submitted an eligible claim electronically to HBF in accordance with clause 7(a); and
 - (vi) You have the Eligible Member's consent for HBF to access their Patient Records, which are held by You, in order for HBF to conduct audits of those Patient Records under clause 11.
- (b) No Benefit is payable by HBF for a General Treatment, unless otherwise agreed by HBF, where:
- (i) the account or receipt is issued to HBF more than two years after the date the General Treatment was rendered;
 - (ii) the Member is a Relative of the Recognised Provider who provided the General Treatment.
In the event that goods or materials are provided during the provision of General Treatment to a Relative, or where third party fees are applicable to this General Treatment, a Benefit may be paid by HBF;
 - (iii) the Eligible Member has received (or established a right to receive):
 - A. and to the extent the Eligible Member has received, or has the right to receive, payment (in full or in part) for the General Treatment from a third party;
 - B. compensation or damages or where other benefits may be claimed from another source for the General Treatment provided to the Eligible Member, including worker's compensation, third party insurance, criminal compensation and public liability.
 - (iv) the General Treatment was provided prior to the date You became a Recognised Provider or during a period where your registration as a Recognised Provider was terminated in accordance with clause 14.1(a);
 - (v) the General Treatment was provided when either the Member or You are outside of Australia or the Norfolk Islands;
 - (vi) the General Treatment has not yet been provided, unless otherwise agreed by HBF;
 - (vii) the details on the account or receipt provided to HBF have been altered;
 - (viii) it is an illegal service or treatment;

- (ix) the General Treatment does not meet the standards for treatment specified in the *Private Health Insurance (Accreditation) Rules 2011*;
 - (x) the General Treatment is rendered to a person who is not an Eligible Member; or
 - (xi) the Benefit is otherwise not payable under the Fund Rules.
- (c) For the avoidance of doubt:
- (i) any Benefit payable by HBF will not exceed the amount actually charged to the Eligible Member for the General Treatment; and
 - (ii) if no Benefit is payable for a General Treatment (including for the reasons set out in clause 4(b)), the Eligible Member is responsible for paying the General Treatment in full.
- (d) The Benefit payable by HBF may be reduced where:
- (i) in HBF's reasonable opinion, the amount charged by the Recognised Provider exceeds the Recognised Providers usual charge for the General Treatment; and
 - (ii) HBF notifies the Recognised Provider of the proposed reduction. In this event HBF may assess the claim as if the Recognised Providers usual charge applies.
- (e) Where Benefit is payable by HBF for General Treatment consultations charged by a period of time (**Time Tiered Consultation**), the Time Tiered Consultation must only include time during which the Eligible Member received direct or active attention. Time Tiered Consultations must not include preliminary or subsequent attendances, such as booking appointments and writing reports.
- (f) In the event of a dispute regarding any aspect relating to the provision of a General Treatment to Members, the matter may be referred to an appropriate professional body for advice. The decision however as to whether a Benefit is payable, remains at all times HBF's discretion.

6. Accounts and Receipts

- (a) Where Your accounts or receipts do not include the required information set out in clause 6(c) and where applicable clause 6(d), HBF will reject the claim.
- (b) Failure to comply with the requirements of this clause 6 may result in unnecessary delays or rejection of claims.
- (c) You must issue accounts and receipts to Members for any General Treatment provided to them. All accounts and receipts, either paper or electronic, should be in English and where possible, be typed on your official letterhead. Accounts must include, where applicable:
- (i) Your full name (being the name of the Recognised Provider who provided the General Treatment). Where You are part of a group of Recognised Providers, the account or receipt must clearly show Your full name;
 - (ii) the company and trading names and address;
 - (iii) the address where the General Treatment was delivered and the contact telephone number and email address;
 - (iv) the provider number for the location where the General Treatment was delivered;
 - (v) the date the General Treatment was provided;
 - (vi) the full name and member number or address of the Eligible Member to whom the General Treatment was rendered;
 - (vii) for each General Treatment provided, the industry prescribed item number, description (including details such as tooth numbers, or medication including strength, form and delivery method), quantity and price charged (including any applicable discounts which have been subtracted from the price charged for the General Treatment), along with any other relevant information appropriate to the General Treatment provided;
 - (viii) confirmation of whether the account is part paid, fully paid or unpaid;
 - (ix) any other information necessary to comply with the requirements of a tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), where GST is payable.

(d) Where General Treatment is provided by Telehealth, in accordance with industry guidelines, Benefits may be payable by HBF in line with the HBF Fund Rules and in accordance with the following requirements. Where Telehealth is utilised, You must include the following information in addition to the account requirements set out in clause 6(c):

- (i) the Telehealth item number;
 - (ii) the method for delivery of Telehealth for the General Treatment, which should be either phone or video conference in accordance with the permitted delivery method for the General Treatment modality set out in Annexure B;
 - (iii) the start and end times for provision of the General Treatment by Telehealth; and
 - (iv) the duration of the Telehealth session, which must meet the minimum duration set out in Annexure B for the General Treatment modality.
- (e) There must only be one fully itemised original account or receipt. Where a quote is provided, the account or receipt must be clearly marked "quote" or "estimate". The words "duplicate" or "copy" must be clearly marked on any duplicate account or receipt issued.
- (f) Where a paid account is received by HBF, a payment is made directly to the Eligible Member.
- (g) Where an unpaid account is received by HBF, the payment will be directly credited to Your nominated bank account.
- (h) You must not allow your name or provider number to be used by another colleague, employee or any other person on a receipt for General Treatment, unless:
- (i) that person is a Locum; or
 - (ii) HBF has advised you otherwise; or
 - (iii) the other person is a dental hygienist, dental therapist or oral health therapist that is in a structured professional relationship with You.
- (i) No Benefits are payable by HBF for any General Treatments provided by therapy or clinic assistants or students of any profession.

7. Electronic claiming

- (a) To make a claim to HBF on behalf of a Member using an electronic claiming system, You must, and must procure that Your practice manager, staff and other associated personnel:
- (i) ensure submission of the following information in the presence of the Member who received the General Treatment:
 - A. the Member's HBF membership number;
 - B. name of Member receiving the General Treatment;
 - C. details of the General Treatment, including the relevant item number and any other relevant information to identify the General Treatment, that You provided to the Member;
 - D. the date on which the General Treatment was provided;
 - E. the final price the Member is charged for the General Treatment. The final price is the price billed to the Member after applying any discounts or concessions that may be applicable to that Member; and
 - F. Your provider number (being the provider number of the Recognised Provider who provided the General Treatment) (**Electronic Claim**).
 - (ii) submit the Electronic Claim no more than seven days after You provided the General Treatment to the Eligible Member. Where this is not the day the General Treatment was provided to the Member the Electronic Claim must clearly state the day the General Treatment was provided by You in accordance with clause 7(a)(i)D;
 - (iii) ensure that the Member signs the electronic claims receipt;
 - (iv) maintain accuracy of all Electronic Claims processed under Your provider number;
 - (v) use the electronic claiming system properly and in accordance with the contractual terms and conditions applicable to its use; and
 - (vi) do not retain possession of the Member's HBF card.

- (b) HBF may, at its discretion, choose to suspend Your provider number from being eligible to submit Electronic Claims for Members.
- (c) Failure to adhere to the conditions set out in either the electronic claiming service provider's terms or conditions or as outlined above may result in the suspension of Electronic Claims and/or the termination of Your registration as a Recognised Provider.

8. Member Payment

- (a) Where the price charged for a General Treatment exceeds the Benefit payable by HBF for that General Treatment, the amount of that excess is payable by the Eligible Member (**Member Payment**).
- (b) You are responsible for collecting all Member Payments.

9. Refunds and Suspended Payments

- (a) If HBF reasonably considers that a General Treatment has not been provided in the manner set out in an Electronic Claim, account or receipt or that an Electronic Claim account, or receipt is otherwise incorrect, and HBF has not yet paid the Benefit with respect to that General Treatment, HBF may withhold payment of a Benefit until such time that HBF receives:
- (i) evidence to its reasonable satisfaction that the General Treatment was properly provided in accordance with the account or receipt; and/or
 - (ii) a re-issued correct account or receipt.
- (b) If HBF reasonably considers that it has paid an Incorrect Paid Benefit, HBF may:
- (i) request You to provide Patient Records relevant to that Incorrect Paid Benefit; and/or
 - (ii) give notice to You of such Incorrect Paid Benefit and You must refund the amount incorrectly paid within 14 days of becoming aware of such incorrect payment.
- (c) If You become aware that HBF has paid an Incorrect Paid Benefit, You must advise HBF and refund the amount incorrectly paid within 14 days of becoming aware of such incorrect payment.
- (d) HBF may choose to offset a refund You owe it under these Terms against other amounts that HBF owes You.
- (e) If a Member has:
- (i) been incorrectly charged; or
 - (ii) been charged more for that service than any other patient who You treat, excluding patients from another health fund who are the subject of a Negotiated Agreement as set out in clause 4(a)(vi),
- a refund of the overcharged amount is due to the Member and You must ensure that this is refunded within 14 days of becoming aware of it.
- (f) If a Member returns any item for which HBF has paid a Benefit to You and the Member is offered a refund, You must ensure that HBF is provided with a pro rata refund of the Benefit paid in proportion to the refund. In the event no Benefit was paid to You by HBF you should ensure that HBF is notified of the Member refund.

10. Clinical Records

- (a) You must maintain full Patient Records of each Member who is provided with a General Treatment. Patient Records must be accurate, written in English and current (including updating them at time of providing the General Treatment or as soon as reasonably possible afterward) and include the following information:
- (i) the Member's full name, age, date of birth, address and contact number;
 - (ii) the full name and provider number of the Recognised Provider who supplied each General Treatment;
 - (iii) the date and time of each General Treatment rendered;
 - (iv) details of each General Treatment rendered (including the nature of each General Treatment, nature of the illness or condition, nature of any symptoms and any relevant additional details in accordance with accepted principles of your profession and/or the requirements of any professional association or body to which You belong);

- (v) duration of each General Treatment;
 - (vi) the costs assigned to each individual portion of the General Treatment rendered; and
 - (vii) details of the Member's relevant medical health history.
- (b) You must retain your Patient Records for the minimum time in accordance with legislation relevant to Your profession or for seven years, whichever is greater.
- (c) You must ensure electronic Patient Records are regularly backed up and a duplicate copy of such records is stored and that all Patient Records are stored securely.
- (d) You must ensure that thermal receipts or documents prone to damage from improper storage conditions are preserved for the period set out in clause 10(b).

11. Audit

- (a) You must promptly comply with any reasonable request by HBF for an audit of the General Treatments provided to Members, including assisting HBF by:
- (i) providing any further information in connection with any claims (including accounts, receipts, Patient Records); and
 - (ii) releasing any information required for review or processing of a claim in accordance with the authority provided:
 - A. by the Member under the HBF Private Health Insurance Collection Statement (which can be accessed here: www.hbf.com.au/-/media/files/about-us/legal/hbf-phi-collection-statement.pdf and
 - B. by the Member, upon signing a claim form or an electronic claim consent including where the claim is made through HBF's electronic claiming systems.
- (b) Any information requested by HBF in accordance with clause 11(a) will be in writing and You must provide the information requested within the time period specified in HBF's written request.
- (c) If HBF wishes to conduct an on-site review of Your records, HBF will provide You with at least 10 days prior notice in writing. You must permit HBF to enter the premises where the records are located and provide reasonable assistance to HBF.
- (d) HBF's right to conduct an audit will extend to 24 months after the date the last claim is made in connection with any General Treatments provided to any Member by You.
- (e) It is Your responsibility to ensure that you have all the necessary consents You require from the Member, for the purposes of providing HBF with the documentation under this clause 11 and for HBF otherwise exercising its audit rights under this clause 11, during or on completion of any General Treatment provided to the Member.

12. Use of trade marks

12.1. HBF Trade Marks

- (a) If You wish to use any HBF Trade Mark, You must complete an approved HBF intellectual property request form and provide copies of the proposed material on which the HBF Trade Marks will appear and details of when and where the materials are to be used (**Trademark Use Proposal**).
- (b) Where HBF receives a Trademark Use Proposal, it may approve or reject the proposed use by notice in writing to You. Approval will be at HBF's absolute discretion and may be subject to conditions as specified by HBF from time to time. If no response is received within 30 calendar days, it will be taken that HBF has rejected the Trademark Use Proposal. HBF may also withdraw its written approval to a Trademark Use Proposal at any time on reasonable grounds.
- (c) You must, and must procure that Your practice manager, staff and other associated personnel, only use any HBF Trade Marks in accordance with HBF's written approval given in accordance with clause 12.1(b).
- (d) Where HBF approves a Trademark Use Proposal, You will be deemed to have royalty-free, non-exclusive, non-transferrable licence to use the HBF Trade Marks in accordance with the terms of the approved Trademark Use Proposal, including any specified conditions of such approval.

- (e) Where HBF approves a Trademark Use Proposal, You must observe all reasonable directions notified to You by HBF regarding the manner in which You may use the HBF Trade Marks, including all reasonable directions as set out in any guidelines HBF publishes from time to time. Without limiting the other provisions of this clause 12, You must not, and must procure that Your practice manager, staff and other associated personnel do not:
- (i) use the HBF Trade Marks in any way which is likely to harm or prejudice HBF's rights in the HBF Trade Marks;
 - (ii) apply to register any trade mark, or apply to register or use any business name, company name or internet domain name that:
 - A. contains the HBF Trade Marks; or
 - B. any words or images that are substantially identical with, or deceptively similar to, the HBF Trade Marks; and
 - (iii) in any way challenge:
 - C. HBF's complete ownership of, or rights to use, the HBF Trade Marks; or
 - D. the validity of, or HBF's title to, any applications for registration made by HBF, or any registrations obtained by HBF in respect of the HBF Trade Marks.
- (f) You must immediately remove, amend or withdraw any document or thing bearing a HBF Trade Mark at Your cost, if reasonably requested by HBF.
- (g) All material used by You which uses the HBF Trade Marks must comply with all laws, including the *Competition and Consumer Act 2010* (Cth) and the relevant *Health Practitioner Regulation National Law* applicable in the State you provide General Treatment.

12.2. Your Trade Marks

- (a) You warrant that You own or are otherwise entitled to use any of Your Trade Marks.
- (b) You agree that the following may be distributed or published by HBF in any medium, including on the HBF website and third party provider search websites used by HBF, in HBF mobile applications and in any form of advertising and promotional material and other media, to HBF Members, HBF third party providers and the general public:
- (i) that You are a Recognised Provider;
 - (ii) the location, opening hours and contact details of the Private Practice, including any correspondence address provided to HBF;
 - (iii) any expected Member Payments an Eligible Member may incur in receiving a General Treatment from You;
 - (iv) the fees that You have charged Members while being a Recognised Provider; and
- HBF may use any of Your Trade Marks in doing so.
- (c) HBF must not:
- (i) use Your Trade Marks in any way which is likely to harm or prejudice Your rights in Your Trade Marks;
 - (ii) apply to register any Trade Mark, or apply to register or use any business name, company name or internet domain name that:
 - A. contains Your Trade Marks; or
 - B. any words or images that are substantially identical with, or deceptively similar to, Your Trade Marks.
 - (iii) in any way challenge:
 - A. Your complete ownership of, or rights to use, Your Trade Marks; or
 - B. the validity of, title to or registration of, Your Trade Marks.

13. Privacy

- (a) These Terms include a copy of our "Collection Statement for Providers/Health Practitioners" which sets out how we collect, use and disclose Your Personal Information. You should ensure that you read this document to understand how HBF will collect, use and disclose Your Personal Information.
- (b) HBF and You must:
- (i) comply with the Privacy Laws in respect of all Personal Information collected or dealt with by them under these Terms and ensure that all privacy consents are in place to ensure that Members claims, and Patient Records can be provided to HBF;

- (ii) take all reasonable measures to ensure that Personal Information held in connection with these Terms is protected against:
 - A. misuse or loss; and
 - B. unauthorised access, modification and disclosure,
 - (iii) take all reasonable measures to ensure that only authorised personnel have access to Personal Information;
 - (iv) ensure all personnel involved in collecting or dealing with Personal Information have been adequately trained as to the requirements of the Privacy Laws and these Terms;
 - (v) provide reasonable assistance to the other party to enable it to resolve any inquiry or complaint relating to Personal Information; and
 - (vi) promptly follow any reasonable direction of the other party in relation to Personal Information.
- (c) You must notify HBF within 48 hours in the event of any data breach that may affect HBF or any Members and provide details of the breach.
- (d) Each party is liable for any breach of this clause 13 by any employee, agent, contractor, officer, professional adviser, auditor or other consultant of that party, as if the breach by the employee, agent, contractor, officer, professional adviser, auditor or other consultant was a breach by the party.

14. Termination of Registration as a Recognised Provider

14.1. Termination

- (a) Where HBF reasonably suspects a breach of any of clause 14.2(a), HBF may advise You that Your registration as a Recognised Provider is terminated.
- (b) Where HBF terminates Your registration as a Recognised Provider the terms of clause 14.3 will apply.

14.2. Grounds of Termination

- (a) HBF may terminate your registration as a Recognised Provider with immediate effect, if:
 - (i) You are found by any court, relevant statutory board or tribunal or professional association to have, or HBF is otherwise satisfied that a Recognised Provider has, engaged in unlawful, improper or unprofessional conduct;
 - (ii) You commit a breach of these Terms, unless the breach is capable of rectification, in which case after receiving formal written notice from HBF of the breach, You fail to rectify the breach within 14 calendar days of the notice requesting rectification;
 - (iii) You commit a breach of the contractual agreements You have with related third parties who operate electronic health industry claim systems, unless the breach is capable of rectification, in which case after receiving notice of the breach, You fail to rectify the breach within 10 calendar days of the notice;
 - (iv) You fail to comply with any conditions of the Fund Rules;
 - (v) HBF reasonably considers that You have brought, or have the potential to bring, HBFs reputation into disrepute;
 - (vi) You are suspended, cease to be registered by, or be a member of a recognised professional association or body;
 - (vii) You do not comply with any law applicable to the practice of Your profession or provision of General Treatments by You;
 - (viii) You are found to have committed a breach of any professional standard applicable to Your profession or provided a service that is unnecessary, not reasonably required or excessive; or
 - (ix) HBF reasonably believes that the safety of any of its Members is or may be at risk in connection with the practice of Your profession or provision of General Treatments by You.
- (b) HBF or You may terminate these Terms without cause by giving the other party 90 calendar days written notice.

14.3. Effect of Termination

- (a) Where HBF terminates Your registration as a Recognised Provider:
 - (i) HBF will notify You within seven calendar days of the date Your registration as a Recognised Provider terminates with HBF (**Effective Date**).

- (ii) No Benefits will be paid by HBF for any General Treatment rendered by You up to a maximum of two months after the Effective Date unless:
 - A. HBF is satisfied that the Member was not aware that You were not a Recognised Provider at the time the General Treatment was rendered and, in its absolute discretion, elects to pay a Benefit; or
 - B. HBF considers, in its absolute discretion, undue hardship would be caused to the Member if Benefits were not paid.
 - (iii) HBF will, within 14 calendar days, notify all Members, who according to HBF's records have received Benefits for General Treatments rendered by You within the 12 months prior to the Effective Date, that Benefits will not be payable by HBF for any General Treatments rendered by You after the date set out in clause 14.3(a)(ii);
 - (iv) You must remove any HBF advertising material at your practice location; and
 - (v) You must not make any representation that You are a Recognised Provider.
- (b) You may not apply to be re-registered as a Recognised Provider until at least 12 months after the Effective Date of the termination, unless otherwise approved by HBF.
- (c) If HBF has terminated your registration as a Recognised Provider, You must clearly inform each Member before providing any General Treatment to them.
- (d) HBF may disclose relevant details of any complaints received by it from Members to any relevant professional association or body to which You belong.

15. Fraud

You must notify HBF as soon as you become aware if any incident of fraud, or suspected fraud has been committed, by a Member, another Recognised Provider, Your practice manager or any member of staff, by contacting HBF's Payment Integrity department via www.hbf.com.au/about-hbf/legal/fraud-awareness

16. Amendments and Additions to Terms and Conditions

- (a) These Terms will be available on the HBF website.
- (b) HBF may vary these Terms by publishing the updated Terms on the "For Providers" section of the HBF website at www.hbf.com.au/about-hbf/for-providers/ancillary-provider with a notice that the Terms have been updated and the effective date the updated terms will apply from, which will be not less than 30 calendar days from the date of publication. It is Your responsibility to routinely check for any updates to these Terms.
- (c) HBF may, in its absolute discretion, impose reasonable additional terms and conditions in accordance with the process set out in clause 16(b).

17. GST

- (a) In this clause 17:
 - (i) terms or expressions which have a defined meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) have the same meaning as in the GST Act; and
 - (ii) any reference to a party includes the representative member of a GST group of which that party is a member.
- (b) Unless otherwise expressly stated, all consideration to be paid or provided under these Terms is expressed exclusive of GST.
- (c) If GST is payable on any supply made under these Terms, the recipient must pay to the supplier an additional amount (**GST Amount**) equal to the GST payable on that supply at the same time as the consideration for the supply is to be paid or provided.
- (d) Clause 17(c) does not apply to the extent that:
 - (i) the consideration for the supply is stated to include GST; or
 - (ii) GST on the supply is reverse charged and payable by the recipient.
- (e) The recipient need not pay the GST Amount until it has received a tax invoice or adjustment note, as the case may be.

- (f) If an adjustment event arises in relation to a supply made under these Terms, the GST Amount must be adjusted to reflect that adjustment event. A corresponding payment must be made by the supplier to the recipient or by the recipient to the supplier, as the case may be.
- (g) If these Terms require an amount to be calculated by reference to another amount (**Reference Amount**) that will be:
- (i) received for a taxable supply; or
 - (ii) paid for a creditable acquisition,
- then the Reference Amount must be reduced so as to exclude any part of the Reference Amount paid or received on account of GST, as the case may be.
- (h) If these Terms require a party to reimburse or indemnify another party for a cost or expense, the amount of the cost or expense must be reduced by an amount equal to any input tax credit to which the party being reimbursed or indemnified is entitled for that cost or expense.

18. Exclusivity

These Terms are not an exclusive arrangement for either party.

19. Governing law and jurisdiction

These Terms are governed by the law of Western Australia and each party irrevocably and unconditionally submits to the nonexclusive jurisdiction of the Western Australian courts.

20. Severability

A term or part of a term of these Terms that is illegal or unenforceable may be severed from these Terms and the remaining terms or parts of the terms of these Terms continue in force.

21. No Waiver

- (a) A failure to exercise, a delay in exercising or partially exercising any power, right or remedy conferred on a party by or in respect of these Terms does not operate as a waiver by that party of the power, right or remedy.
- (b) A single or partial exercise of any power, right or remedy does not preclude a further exercise of it or the exercise of any other power, right or remedy.
- (c) A waiver of a breach does not operate as a waiver of any other breach.

22. Interpretation

In these Terms, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the headings are used for convenience only and do not affect the interpretation of these Terms;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a document includes the document as amended, novated, supplemented, extended or restated from time to time;
- (f) a reference to a party is to a party to these Terms and includes that party's executors, administrators, successors, permitted assigns and permitted substitutes;
- (g) the word "person" includes a natural person, partnership, body corporate, association, joint venture, governmental or local authority and any other body or entity whether incorporated or not;
- (h) the word "month" means calendar month and the word "year" means 12 consecutive months;
- (i) the words "in writing" include any communication sent by letter or email or any other form of communication capable of being read by the recipient;
- (j) a reference to a thing includes a part of that thing;
- (k) a reference to all or any part of a statute, rule, regulation or ordinance (statute) is to that statute as amended, consolidated, re-enacted or replaced from time to time;
- (l) "include", "for example" and similar expressions are not used and must not be interpreted as words of limitation;
- (m) money amounts are stated in Australian currency unless otherwise specified;
- (n) references to a clause or schedule will be construed as references to a clause of or schedule to these Terms;
- (o) reference to a time of day is to that time in Perth, Western Australia;
- (p) a reference to any agency or body that ceases to exist, is reconstituted, renamed or replaced, or has its powers or functions removed (defunct body), is to the agency or body that performs most closely the powers or functions of the defunct body;
- (q) any provision in these Terms which is in favour of more than one person benefits all of them jointly and each of them severally; and
- (r) any provision in these Terms which binds more than one person binds all of them jointly and each of them severally.

Definitions

These definitions apply to these Terms unless the context otherwise requires

| | |
|-------------------------------|--|
| AHPRA | means Australian Health Practitioner Regulation Agency. |
| Benefit | means an amount payable by HBF on behalf of an Eligible Member under the Fund Rules. |
| Eligible Member | means a person who: (a) holds or is covered by an ancillary private health insurance policy issued by HBF that is financial at the time a General Treatment is provided; (b) receives a General Treatment that is covered under their ancillary private health insurance policy issued by HBF; and (c) has served all waiting periods applicable to the General Treatment. |
| Effective Date | means as set out in clause 14.3(a) |
| Fund Rules | means the fund rules of HBF as registered with the Commonwealth Department of Health, which can be viewed on the HBF website at www.hbf.com.au/about-hbf/for-providers |
| General Treatment | means any treatment (including the provision of goods and services) that is intended to manage or prevent a disease, injury or condition and is not Hospital Treatment. |
| HBF Trade Mark | means any registered or unregistered trade mark of HBF. |
| Incorrect Paid Benefit | means a Benefit paid by HBF to You, where: (a) the Benefit (in whole or in part) should not have been paid for a particular General Treatment; (b) the Invoice or Electronic Claim for the General Treatment was incorrect; (c) You have charged more than the standard price for a General Treatment; or (d) the Benefit was otherwise paid in error. |
| Locum | means for the purposes of these Terms, a person who will be working continuously at the Private Practice for less than four weeks. |
| Member | means a person who holds a private health insurance policy issued by HBF other than a hospital only policy or urgent ambulance only policy. |
| Modern Slavery | means: (a) as defined in the <i>Modern Slavery Act 2018</i> (Cth) (b) trafficking in persons, as defined in Article 3 of the Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime, done at New York on 15 November 2000 ([2005] ATS 27); or (c) the worst forms of child labour, as defined in Article 3 of the ILO Convention (No. 182) concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, done at Geneva on 17 June 1999 ([2007] ATS 38). |
| Modern Slavery Laws | means the <i>Modern Slavery Act 2018</i> (Cth) and any other legislation concerning Modern Slavery which comes into force in any state or territory in Australia and is binding upon HBF. |
| Patient Records | means treatment records, receipts, financial accounts and appointment book records. |
| Personal Information | has the same meaning as in the <i>Privacy Act 1988</i> (Cth). |
| Private Practice | means a professional practice (whether sole, partnership or group) that is self-supporting and its accommodation, facilities and services are not provided or subsidised by another party (as is the case with a public hospital or publicly funded facility) but through the leveraging of fees directly to recipients of treatment, goods or services. |
| Privacy Laws | means: (a) the <i>Privacy Act 1988</i> (Cth) as amended from time to time; and (b) any other law that applies to a party relating to the Personal Information of individuals. |
| Recognised Provider | means as set out in clause 3 of these Terms, previously referred to by HBF as an "Approved Provider". |
| Relative | for the purposes of these Terms means Your Partner or Dependant, as defined in the HBF Fund Rules, parents or siblings. |
| Terms | means these terms and conditions. |
| You | means any provider of General Treatments, who accepts any payment of Benefits from HBF on behalf of a Member or where a Member claims a Benefit from HBF for any General Treatment provided by the provider, but excludes any provider. |

Collection Statement: Providers / Health Practitioners

We are HBF Health Limited ABN 11 126 884 786. At HBF, we exist to deliver for our members in the moments that matter. We achieve this by providing our members with products and services including private health insurance and health and wellness services. References to 'HBF', 'HBF Health', 'HBF Group', 'us', 'we' or 'our' include all businesses and subsidiaries owned by HBF Health Limited.

As an Australian business, HBF is required to comply with the *Privacy Act 1988* (Cth) (**Privacy Act**) which includes the Australian Privacy Principles. We may also be subject to state and territory health records legislation when we deal with health information.

What is personal information?

"Personal information" is defined in the Privacy Act as information or an opinion about an individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, or is recorded in a material form or not. It includes your name, age, gender, address and contact details, health and other sensitive information.

Collection and use of your personal information

The type of personal information we collect and use depends upon your relationship with us (and our members).

If you are providing services to our members as a health practitioner or other healthcare provider, we may collect and use your personal information to:

- register you as a provider (including for provider arrangements such as medical gap or Member Plus arrangements);
- verify your identity and status as a health practitioner or other provider which may include government-issued identifiers including Medicare provider and Australian Health Practitioner Regulation Agency numbers;
- manage our ongoing relationship with you (including if applicable to administer medical gap, Member Plus or other provider arrangements);
- conduct data analysis based on treatments performed and the associated fees and costs, and use results from our analysis of this data to measure trends, such as out of pocket (gap) expenses;
- make payments to your nominated bank account and send you remittance advices;
- permit you to access information such as remittance advices, provider registration information and communications via applications such as the Medipass Provider Portal app (Medipass App), if available;
- obtain and record feedback from our members on the service you provide and deal with complaints;
- inform our members and prospective members that you are an HBF registered provider and whether or not you are a participant in any of our provider arrangements, including via online searches, online chat services, phone, mail, email or in person;
- understand and with your consent inform our members and the general public of your fees and costs including out of pocket costs for specific types of treatments;
- provide you with information about our processes, benefits and Fund Rules, including changes to them, subject to relevant laws;
- provide you with material, such as articles and information about provider arrangements that may be of interest to you, subject to relevant laws;
- administer, process and audit private health insurance claims;
- undertake actions to prevent, detect and follow up fraudulent or invalid claims or misrepresentations;
- conduct investigations and make determinations under our Fund Rules;

- ensure our records are consistent and accurate; and
- meet legislative requirements relating to private health insurers.

We may collect your personal information directly from you (when you register with us) or from third parties, such as Medicare, Australian Regional Health Group (ARHG), HICAPS, DXC, your practice representative or HBF members who have received services from you. If you are a medical practitioner registered with Australian Health Service Alliance Ltd (AHTSA) we may collect your personal information from AHTSA as we are one of their participating health funds and they administer our arrangements with hospitals and medical providers outside WA.

If you do not wish to provide the personal information HBF (or AHTSA) requires for registration as a provider (including for medical gap or Member Plus arrangements) HBF (or AHTSA) will not be able to register you as an HBF provider (or any applicable provider arrangement).

If you are a general practitioner, we may collect your details from HBF members that participate in member support programs such as Coach or Health Navigator.

Disclosure of your personal information

In order to carry out the activities described in this statement, HBF may disclose your personal information to persons or organisations such as:

- other companies in HBF Group;
- other health funds and other service providers or other third parties who assist us in the prevention, detection and investigation of fraud;
- Medipass Solutions Pty Ltd in connection with your use (if any) of the Medipass App;
- third parties for the purpose of provider registration and claims processing;
- our service providers (who may provide services directly to you or on our behalf) including mailhouses, persons conducting surveys and market research and claims administrators and other persons auditing or reviewing claims history or claiming patterns or providing IT support;
- health and wellness service providers (such as hospitals, pharmacies, general practitioners, allied health providers, and chronic disease and health management program providers)
- the facilitators of our arrangements with doctors, health service providers and hospitals, including AHTSA;
- payment system operators and financial institutions;
- external consultants to review the claims history and claiming patterns of HBF members;
- regulatory or industry bodies (such as your professional association) and government agencies, and
- other parties to whom we are authorised or required by law to disclose information.

If you have registered with AHSA, your personal information may also be disclosed by AHSA as part of your arrangements with them. If you are a registered medical gap provider or an ancillary provider (including a Member Plus Dental Provider), we may also disclose your personal information, including any correspondence or billing address to the general public and HBF members on our website and on third party websites, which HBF may use to provide HBF provider search services or to advertise or indicate whether you participate in a particular arrangement with us.

Disclosing your information overseas

Generally, HBF uses systems and customer teams located within Australia. However, HBF may also use service providers who store personal information overseas. This means personal information may be transferred as part of commercial arrangements between HBF and its service providers. Service providers located overseas may also be able to access your personal information which is stored in Australia.

At the time of the publication of this statement, the territories in which HBF either transferred or intends to transfer personal information may include the United States, United Kingdom and Canada. A list of countries in which information may be located is available on our website.

Also, as part of its direct digital marketing campaigns HBF may transfer some personal information (such as your email address) overseas to social media platforms and other digital content operators.

Access to your information and contacting us

HBF will allow you to access and correct the personal information it holds about you as required by law. If you have any queries about how HBF handles your personal information, or would like to request access to that information, please contact HBF:

- By mail HBF Privacy Officer,
 GPO Box C101, Perth WA 6839; or
- By telephone 1300 810 475.

If you have any concerns or complaints about the manner in which your personal information has been collected or handled by HBF, please contact the Privacy Officer using the details above.

You may opt out of receiving material, such as articles and information about provider arrangements by emailing medicalgap@hbf.com.au or ancillaryproviders@hbf.com.au.

The HBF Privacy Policy contains further information about how HBF generally handles your personal information including:

- how you can access and correct personal information HBF holds about you; and
- how you can submit a privacy complaint to HBF and how HBF will deal with your complaint.

For medical providers outside WA, if you register with AHSA you should also refer to their Privacy Policy as to how the AHSA handles your personal information (including disclosure to HBF) as part of their arrangements with you.

Telehealth Item Numbers, Description, Delivery Method and Duration

| Modality | Item Number | Description | Permitted Delivery Method | Required Minimum Duration |
|----------------------|-------------|--|---------------------------|---------------------------|
| Clinical Psychology | Y701 | Individual assessment telehealth | Phone/Video | At least 30 mins |
| | Y801 | Individual treatment and management telehealth | | |
| | Y301 | Couple or family treatment telehealth | | |
| Psychology | SPSTE | Individual consultation telehealth | Phone/Video | At least 30 mins |
| | SPSFM | Couple or family treatment telehealth | | |
| Physiotherapy | T811 | Individual Initial Assessment Telehealth | Video | At least 45 mins |
| | T812 | Individual Subsequent Treatment Telehealth | | At least 30 mins |
| Exercise Physiology | U710 | Individual Initial Assessment Telehealth | Video | At least 45 mins |
| | U712 | Individual Subsequent Treatment Telehealth | | At least 30 mins |
| Occupational Therapy | H601 | Individual Initial Assessment Telehealth | Video | At least 45 mins |
| | H602 | Individual Subsequent Treatment Telehealth | | At least 30 mins |
| Speech Therapy | S501 | Individual Initial Assessment Telehealth | Video | At least 45 mins |
| | S502 | Individual Subsequent Treatment Telehealth 30-45mins | | At least 30 mins |
| | S503 | Individual Subsequent Treatment Telehealth >45mins | | At least 45 mins |
| Dietetics | E301 | Initial Consult Telehealth | Phone/Video | At least 45 mins |
| | E302 | Subsequent Consult Telehealth | | At least 30 mins |
| Nutrition | NUTR4 | Initial Consult Telehealth | Phone/Video | At least 45 mins |
| | NUTR5 | Subsequent Consult Telehealth | | At least 30 mins |