

# Registration Form for HBF Direct Billing Agreement

**This form authorises HBF to register your provider information and reimburse services directly to your designated bank account.** This form can be completed online by typing in the fields below. The completed form can be returned by email to [medicalgap@hbf.com.au](mailto:medicalgap@hbf.com.au)

## 1 General details \*These details are mandatory

Practitioner name\*

AHPRA (**AHPRA**) registration number\*

Medicare registered specialty\*

## 2 Contact details \*These details are mandatory

### How do we contact you (HBF internal use only)

Postal address\*

Phone number\*

Email\*

### How can our members (Member) contact you (this information may be published on the HBF website)

Practice name and address

Phone number

Website

Please tick this box if you DO NOT want to be published on the HBF website

## 3 Direct credit payment details

### Bank details

Name of financial institution and address

Branch where account is held

Branch number (BSB)

Account number

Account held in the name(s) of

I confirm the above details are true and correct. I authorise HBF Health Limited ABN 11 126 884 786 to keep a record of the above bank account details and to credit the nominated account with benefit entitlements arising from health insurance claims.



---

## Terms and conditions of participation

### 1. Application of terms and conditions

These terms and conditions (Agreement), as amended from time to time, are effective from 17 January 2022 and apply to :

- (a) a Practitioner who applies to HBF for the submission of the Practitioner's Eligible Member claims to HBF via Express Pay or ECLIPSE (Direct Billing). Acceptance of the terms of this Agreement is part of that application process; or
- (b) a Practitioner that has previously used Direct Billing pursuant to the terms of a HBF Medical Gap Agreement and continues to use Direct Billing after their HBF Medical Gap Agreement has ceased

### 2. Practitioner Obligations

Each Practitioner must comply with the following for Direct Billing:

- (a) be registered as a Practitioner on AHPRA's register of practitioners;
- (b) hold a Medicare provider number for each location in which they practice;
- (c) be eligible for receipt of MBS benefits;
- (d) comply with Medicare rules and guidelines, including:
  - (i) ensuring each Service provided by the Practitioner during or directly related to an Episode has an MBS item number and that this is properly assigned; and
  - (ii) the Medicare Multiple Operation Rule.
- (e) ensure that:
  - (i) unless permitted by Medicare, the provider number of the Practitioner is not used by any other person to perform professional services or to Direct Bill HBF;
  - (ii) all clinical records and documentation are completed by the Practitioner, including discharge summaries, within 48 hours of an Eligible Member's discharge from Hospital; and
  - (iii) where a Type C Procedure is undertaken, the Practitioner complies with the requirements of the *Private Health Insurance (Benefit Requirements) Rules* in filling out a Type C certificate.

The Practitioner acknowledges the documentation referenced in this clause 2(e)(ii) and 2(e)(iii) is used by Hospitals for coding and billing purposes and needs to be completed promptly, correctly and prior to Direct Billing HBF.

- (f) The Practitioner must:
  - (i) where a gap is payable by the Eligible Member obtain Informed Financial Consent from the Eligible Member;
  - (ii) maintain appropriate copies of medical records, account and other records that relate to the provision of Services by the Practitioner to Eligible Members;
  - (iii) subject to clause 4(d)(i) and 4(d)(ii), comply with any reasonable request by HBF for an audit of a Practitioner's records in relation to Eligible Members, including assisting HBF by:
    - (A) providing further information in regard to claims;
    - (B) providing evidence of Informed Financial Consent; and
    - (C) releasing information required for the review or processing of a claim in accordance with the authority signed by the Eligible Member on the National Private Patient Hospital Claim Form.
- (g) The Practitioner must not and must ensure that its practice manager, staff and other associated personnel do not:
  - (i) enter into any conduct or activities that might reasonably be regarded as harming HBF, its name or reputation with patients;
  - (ii) become involved in any situation which will bring HBF into disrepute, contempt, scandal or ridicule; or
  - (iii) incite, recommend or encourage patients to change health insurance funds.
- (h) The Practitioner must promptly notify HBF of any change in the billing address and any update to their bank account details relevant for the payment of Direct Billing claims.
- (i) The terms and conditions of this Agreement must not interfere with the Practitioner's clinical decision making.

### 3. Services Applicable for Direct Billing

Direct Billing is available for all Services, subject to the Practitioner complying with the following:

- (a) the Service must be provided to an Eligible Member;
- (b) the Service must be eligible for a Medicare benefit;
- (c) no compensation, damages or benefits may be claimed from another source for the Service provided to the Eligible Member; and
- (d) the account must be unpaid and sent directly to HBF by, or on behalf, of the Practitioner.

### 4. HBF Rights

- (a) No benefits are payable by HBF under this Agreement for:
  - (i) podiatric surgery or for anesthetic services associated with podiatric surgery carried out by a podiatric surgeon;
  - (ii) cosmetic surgery; or
  - (iii) services excluded under the HBF Member's hospital cover.
- (b) No benefits are payable by HBF under this Agreement for a Service where the Practitioner has not complied with Medicare requirements for billing or for provision of the Service or where the Practitioner has made an error in relation to Medicare, resulting in no Medicare payment being paid.
- (c) In the event of any HBF concerns or where HBF needs to seek advice, HBF may share the Practitioner's claiming patterns and individual patient case studies (with patient information de-identified) with government bodies such as Medicare or industry bodies, including the AMA and specialist medical membership or peak bodies.
- (d) HBF may conduct an audit of a Practitioner's records in relation to Eligible Members in accordance with clause 2(f) where HBF:
  - (i) provides 30 days written notice of the requested audit; and
  - (ii) the audit occurs no later than 36 months after the last Direct Billing claim was made by the Practitioner.

### 5. Termination

#### 5.1 Mutual termination

Either HBF or the Practitioner may terminate this Agreement without cause by giving the other party 30 calendar days written notice.

#### 5.2 Immediate termination

This Agreement will automatically terminate:

- (a) if the Practitioner fails to comply with clause 2;
- (b) if in HBF's reasonable opinion, the Practitioner's conduct may adversely impact any HBF Members, the goodwill, reputation or business of HBF at any time; or
- (c) the Practitioner is convicted of a criminal offence relating to their practice including, without limitation, a fraud offence.

### 6. Account and Payment Obligations

#### 6.1 Account requirements

All accounts and receipts presented to HBF must be consolidated for a single Eligible Member for an Episode and must meet the following requirements:

- (a) The Practitioner must:
  - (i) ensure that the account is fully unpaid;
  - (ii) include details of a consultation in the medical records of an Eligible Member if a consultation is billed on the account;
  - (iii) ensure that in the case of an Eligible Member with overseas visitor cover a benefit would have been payable if that member had been an Australian resident; and
  - (iv) lodge the claim within two years of the date of Service.
- (b) The Practitioner must ensure that:
  - (i) the account identifies the MBS item number for Services, ensuring that this is properly allocated for the Service and is one for which Medicare pays a benefit;
  - (ii) where a Multiple Operation is performed, the fees set out on the account are calculated in accordance with the Medicare Multiple Operation Rule;

(iii) the account includes the following information:

- (A) Eligible Member's full name, address and member number;
- (B) Eligible Member's Medicare number, Medicare card reference number and expiry date;
- (C) details of the Service, including date the Service was provided;
- (D) all fee information including the total fees charged for each Service provided and all gaps paid or payable;
- (E) any special exemptions;
- (F) referral details, including the date of referral, provider number and full name of the referring Practitioner; and
- (G) any other information relevant to assessment of the claim.

### 6.2 Account Not Payable

- (a) In the event HBF incorrectly pays an account, the Practitioner must ensure that the incorrectly paid amount is refunded to the party who made the payment within 30 calendar days. In the event no re-payment has been made HBF may set off this amount against any unpaid account due by HBF to the Practitioner.
- (b) HBF will not pay for a cancelled Service.

### 6.3 Payment

- (a) HBF will pay Practitioners the Minimum Benefit only for claims electronically submitted to HBF, in accordance with the terms of this Agreement, where that claim is submitted using either:
  - (i) Express Pay; or
  - (ii) ECLIPSE.

All payments made by HBF to Practitioners in accordance with the above will be by direct credit only.

- (b) Where the Practitioner submits a claim via ECLIPSE and ECLIPSE or Medicare reject a Practitioner claim, the Practitioner must resolve this and resubmit to ECLIPSE and Medicare.
- (c) Where the Practitioner uses Express Pay, HBF will:
  - (i) process the account and forward it to Medicare; and
  - (ii) where Medicare has not identified any problems with a payment request, arrange for the combined HBF and Medicare benefit to be paid directly to the Practitioner by electronic funds transfer within approximately 21 Business Days of receiving the claim; and
  - (iii) forward a statement to the Practitioner.
- (d) Where the Practitioner submits claims electronically via ECLIPSE, the ECLIPSE remittance advice will match the ECLIPSE claim to the deposits made into the Practitioners bank account allowing for automated reconciliation.
- (e) HBF agrees to accept assignments under subsection 20A(2A) of the *Health Insurance Act 1973* of the Medicare benefits payable in respect of the Services provided to Eligible Members.

## 7. Privacy

- (a) HBF and the Practitioner will each ensure compliance with the *Privacy Act 1988* (Cth).
- (b) This Agreement includes a copy of the HBF "Collection Statement for Providers/Health Practitioners", which sets out how HBF collects, uses and discloses the Personal Information of Practitioners. Practitioners should ensure that this document is read to understand how HBF will collect, use and disclose Practitioner Personal Information.

## 8. Amendments

HBF may vary this Agreement by providing reasonable written notification on its website. If a Practitioner does not wish to comply with the Agreement as amended, they may terminate this Agreement in accordance with clause 5 above.

## 9. Notice

Any notice required under this Agreement may be given in writing:

- (a) by HBF sending an email to the email address provided by the Practitioner; or
- (b) by the Practitioner sending an email to [medicalgap@hbf.com.au](mailto:medicalgap@hbf.com.au), which is taken to be received when the sender has received a return email from the recipient acknowledging receipt.

## 10. Exclusivity

This Agreement is not an exclusive arrangement for either party.

## 11. Governing Law and Jurisdiction

This Agreement is governed by the law of Western Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Western Australian courts.

## 12. Severability

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

## Attachment 1: Defined terms

<b>AHPRA</b>	means Australian Health Practitioner Regulation Agency.
<b>AMA</b>	means Australian Medical Association.
<b>Eligible Member</b>	means any HBF Member with HBF hospital cover (including overseas visitor cover) who: (a) is up to date with their premiums at the time a Service is provided; (b) has served all required waiting periods; (c) receives a Service that is covered under their policy; and (d) has undergone the process by which they are accepted as an inpatient at a Hospital, for the purpose of receiving a Service as requested by a Practitioner.
<b>Episode</b>	means all Services provided to an Eligible Member during one episode of care, commencing from the time of the Eligible Member's Admission until they are discharged from the Hospital.
<b>Express Pay</b>	means HBF's direct simplified billing system.
<b>Hospital</b>	means: (a) a licensed overnight private hospital or private day hospital facility; or (b) a public hospital, where Services are provided by the Practitioner in their capacity as a VMO.
<b>Informed Financial Consent</b>	means the Practitioner must give an Eligible Member or their legal representative a clear written estimate of fees. This includes identifying the cost of any prosthesis that is gap permitted or not listed in the <i>Private Health Insurance (Prosthesis) Rules</i> , where the Practitioner proposes the use of such a prosthesis, along with any out-of-pocket expenses that the Eligible Member may incur during their Episode: (a) prior to providing Services to the Eligible Member; or (b) where it is not practicable or possible to do so due to an emergency situation, as soon as the circumstances reasonably permit. The Practitioner must ensure that consent has been validly given by, or on behalf of, the Eligible Member. In the event a Practitioner indicates that HBF and Medicare will pay a portion of the Practitioner's fee, a statement that an Eligible Member will be required to pay the account in the event HBF or Medicare do not pay will not constitute Informed Financial Consent for the purposes of this Agreement.
<b>MBS</b>	means the Medicare Benefits Schedule, the current schedule of medical fees set by the Commonwealth Government under the <i>Health Insurance Act 1973</i> (Cth).
<b>Medicare Multiple Operation Rule</b>	is described in Note TN 8.2 Medicare Benefits Schedule.
<b>Member</b>	means a person who is insured under a private health insurance policy issued by HBF.
<b>Minimum Benefit</b>	is 25% of the MBS fee, which is the minimum benefit that HBF is required by law to pay, in respect of Services for which a Medicare benefit is payable for an Eligible Member.
<b>Multiple Operation</b>	is where two or more operations, from Category 3, Group T8, for surgical services (other than Subgroup 12 of Group T8), are performed on a patient on one.
<b>Personal Information</b>	has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
<b>Practitioner</b>	means a medical specialist.
<b>Service</b>	means 'Hospital Treatment', (as defined in the <i>Private Health Insurance Act 2007</i> (Cth)), provided to an Eligible Member.
<b>Type C Procedure</b>	means a procedure that would not normally require hospital treatment, as set out in the <i>Private Health Insurance (Benefit Requirements) Rules</i> .
<b>VMO</b>	means a Practitioner in private practice who also provides medical services, as a non-salaried Practitioner, in a public hospital.

## Attachment 2: 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', 'us', 'we' or 'our' refer to HBF Health Limited. HBF Group refers to HBF and its related entities.

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
- manage our ongoing relationship with you (including if applicable to administer medical gap, Member Plus or other provider arrangements);
- provide our members, general practitioners and the general public with a HBF provider search service or a service which advertises or indicates whether you, (if you are a HBF registered medical gap provider, an ancillary provider, a HBF Member Plus Dental Provider, a HBF Optical Member Plus Provider or have a similar type of arrangement with HBF) participate in a particular arrangement with us, either on our website or on third party websites;
- 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, phone, mail or email;
- 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 and similar service providers, 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.

### 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 AHTSA, your personal information may also be disclosed by AHTSA 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, a HBF Optical Plus Provider or have a similar type of arrangement with HBF), we also disclose your personal information, including any correspondence or billing address, to the general public, to HBF members, to general practitioners and to third party website providers to provide HBF provider search services or to advertise or indicate whether you participate in a particular arrangement with us, either on our website, on a third party website, over the phone, by mail or email.

## 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, Canada, India, Singapore, Germany, Ireland and the Philippines. 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](mailto:medicalgap@hbf.com.au) or [ancillaryproviders@hbf.com.au](mailto: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.