

In accordance with clause 15(a)(ii) of the HBF Medical Gap Agreement, the terms set out below, constitute modifications to the HBF Medical Gap Agreement which apply to Services provided by Practitioners for episodes of care commencing after 30 September 2023.



# Medical Gap Agreement – Terms and Conditions

These are the terms and conditions (**Agreement**) applicable to HBF Health Limited (**HBF**) and Practitioners, who have applied to, and been accepted by, HBF as a participant of HBF's medical gap arrangement.

All Practitioners on the medical gap arrangement will be regarded as HBF Member Plus Providers.

## 1. Application of terms and conditions

In relation to Services provided by Practitioners under episodes of care commencing after 30 September 2023:

- (a) the terms of this Agreement, as amended from time to time, apply to all Practitioners, who have been accepted by HBF as a participant in HBF's medical gap agreement from their actual date of acceptance or such earlier date reasonably approved by HBF in writing in its absolute discretion as their effective date of acceptance;
- (b) once accepted to be a participant in HBF's medical gap agreement, each time the Practitioner lodges a claim they confirm they are bound by this Agreement, as amended from time to time, regardless of the date they were accepted by HBF or taken to have been accepted into HBF's medical gap agreement.

## 2. Good Faith

Each party must act in Good Faith in relation to the other party and the HBF Members who obtain Services from the Practitioner. In particular, the Practitioner will ensure that it uses MBS item numbers correctly, and in accordance with the requirements of Medicare and only where a claim is intended to be made by the Practitioner to Medicare.

## 3. Requirements of Practitioners

Each Practitioner must comply with the following:

- (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) inform HBF of the medical specialities the Practitioner is registered for with Medicare;
- (e) not work as a salaried medical practitioner at any public or private hospital;
- (f) provide direct credit details for payment;
- (g) maintain a valid Gap Choice Election and invoice in accordance with their Gap Choice Election;
- (h) provide current email contact details for HBF correspondence; and
- (i) ensure that the requirements in this clause 3(a) to clause 3(h) remain current and are updated as required.

## 4. HBF Rights

When the Practitioner is registered by HBF as a participant in the HBF medical gap agreement, HBF may:

- (a) publish and distribute information to HBF Members, the HBF website and third-party providers in any form of media:
  - (i) that the Practitioner is registered for HBF's medical gap agreement and is a Member Plus Provider;
  - (ii) the locations at which the Practitioner practices and contact details of the Practitioner, including any correspondence or billing address provided to HBF;
  - (iii) information relating to charging and Provider Choice Agreement participation rates.

- (b) in the event of any HBF concerns or where HBF needs to seek advice, 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;
- (c) contact all Practitioners via the email address provided in accordance with clause 3(h). The Practitioner acknowledges that HBF will use this as their default method for all communication with the Practitioner.

## 5. Termination

### 5.1 Mutual termination

Either HBF or the Practitioner may terminate this Agreement without cause by giving the other party 90 calendar days written notice.

### 5.2 Immediate termination

This Agreement will automatically terminate:

- (a) if the Practitioner fails to comply with clauses 3(a)-3(d);
- (b) if in HBF's reasonable opinion, the Practitioner's conduct may adversely impact HBF Members or 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.

### 5.3 Other termination rights

- (a) Where the Practitioner is unable to pay their debts as and when they become due or is insolvent, HBF may give the Practitioner 30 calendar day's written notice of its intention to terminate this Agreement.
- (b) Where HBF identifies any non-compliance with this Agreement by the Practitioner:
  - (i) HBF may notify the Practitioner in writing (Default Notice) that they have 30 calendar days to ensure compliance with the terms of the Agreement; and
  - (ii) in the event that the Practitioner fails to remedy the noncompliance set out in the Default Notice, HBF may notify the Practitioner in writing, at the end of the period set out in clause 5.3(b)(i), that the Agreement will terminate at the end of 10 calendar days, if the failure in compliance is not remedied.
- (c) If the Practitioner receives a Default Notice on three occasions in any 12 month period, HBF may, without limiting its other rights and remedies, terminate this Agreement with immediate effect by giving the Practitioner written notice.

### 5.4 Effect of Termination

- (a) Where termination notice is provided under clause 5, the Practitioner must during the notice period continue to charge in accordance with the terms of the Gap Choice Election in force at the start of the notice period.
- (b) In the event of the termination of this Agreement
  - (i) HBF will honour scheduled procedures for Eligible Members prior to such termination, in accordance with the relevant Gap Choice Election of the Practitioner
  - (ii) HBF will be entitled to notify HBF Members who have received Services from the Practitioner within the previous twelve months, that the Practitioner will no longer be participating in HBF's Medical Gap Agreement;
  - (iii) the Practitioner will be required to refund excess fees to HBF; and
  - (iv) clause 9.2(b) will survive termination of this Agreement.

## 6. Member eligibility

A Service provided to an Eligible Member can be submitted to HBF for a claim under the terms of this Agreement, if:

- (a) the Service is eligible for a Medicare benefit and a Medicare item number is provided for each Service
- (b) where the Services were performed in a public hospital, the Eligible Member was validly admitted to the public hospital as a private patient, including meeting recognised industry guidelines for such admissions;
- (c) no compensation, damages or benefits may be claimed from another source for the Service to the Eligible Member; and
- (d) the account is unpaid and sent directly to HBF by, or on behalf, of the Practitioner.

## 7. Exclusions

- (a) No benefits are payable by HBF and the HBF Schedule fees are not applicable to:
  - (i) podiatric surgery carried out by a podiatric surgeon; or
  - (ii) cosmetic surgery or any other Service that is not Clinically Relevant; or
  - (iii) Services excluded under the HBF Member's hospital cover; or
  - (iv) anaesthetic services associated or provided with services described in clauses 7(a)(i), 7(a)(ii) or 7(a)(iii); or
  - (v) Services subject to Type C certification where the requirements of the *Private Health Insurance (Benefit Requirements) Rules* are not met, and in such circumstances Informed Financial Consent should be obtained in accordance with clause 8(f) of this Agreement; or
  - (vi) Services provided where the Eligible Member was admitted to a public hospital and they were not validly admitted as a private patient; or
  - (vii) any accounts issued by or on behalf of the Practitioner where the account is not sent directly to HBF; or
  - (viii) for the avoidance of doubt, any form of out patient services.
- (b) No benefits are payable by HBF under this Agreement and the HBF Member cannot be charged for a Service where the Practitioner has:
  - (i) not complied with Medicare requirements for:
    - (A) billing; or
    - (B) provision of the Service.
  - (ii) made an error in relation to Medicare, resulting in no Medicare payment being paid.
- (c) HBF may pay Minimum Benefit for a Service where the Service is performed by a salaried doctor at a public hospital. In this event, the payment by HBF will be regarded as full payment for the Service and the Practitioner will not charge the Eligible Member any gap.

## 8. Practitioner Obligations

- (a) The Practitioner must:
  - (i) inform a HBF Member of any financial interests in a hospital or, if provided, any financial or other incentive to general practitioners or other specialists for the HBF Member's referral; and
  - (ii) ensure that no gap prosthesis are offered as an option to HBF Members, where the Practitioner proposes the use of a prosthesis during a Service.
- (b) The Practitioner must 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.
- (c) The Practitioner must 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 submit an account to HBF;
  - (ii) all clinical records and documentation are completed by the Practitioner, including discharge summaries and any General Practitioner correspondence, within 48 hours of a HBF 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 8(c)(ii) and (iii) is used by Hospitals for coding and billing purposes and needs to be completed promptly, correctly and prior to submission of a claim to HBF.

- (d) The Practitioner cannot:
  - (i) charge fees for any in hospital services, such as nursing, consumables or a prosthesis;
  - (ii) raise any other account associated with the Service or require the Eligible Member to pay any gap payment, additional amount, or charge any administration, management, travel or booking fees;
  - (iii) charge for any Service that has not been provided by the Practitioner themselves; or
  - (iv) charge for a Service where there is no MBS item number.
- (e) Where the Practitioner:
  - (i) is subject to a Gap Choice Election to participate as a Fully Covered Practitioner the fees charged to HBF Members for Services during an Episode must not exceed those set out in the Full Cover Schedule; or
  - (ii) has exercised the Opt In Option for an Episode, the fees charged to HBF Members for Services during that Episode must not exceed those set out in the Provider Choice Schedule. HBF will notify the Practitioner in the event that any fee charged is more than the amount permitted by this clause 8(e). The Practitioner must then promptly adjust the fee charged to ensure compliance with this clause 8(e).
- (f) The Practitioner must ensure that prior to the delivery of any Service the HBF Member is provided with:
  - (i) details of the fees to be charged under this Agreement, including for any Services possibly falling under an Opt Out Option, an accurate estimate of the likely costs payable by the HBF Member for the Services; and
  - (ii) any other information about costs the HBF Member is likely to incur which is available to the Practitioner and necessary to enable the HBF Member to make a fully informed decision about whether or not to proceed with the Services.
- (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 in the event that disciplinary action is commenced against the Practitioner by AHPRA, Medicare or any other industry body.
- (i) The Practitioner must promptly notify HBF of any change in the correspondence or billing address, locations at which the Practitioner practices and any update to their direct credit details relevant for the payment of benefits.
- (j) The terms and conditions of this Agreement must not interfere with the Practitioner's clinical decision making.
- (k) A Practitioner may vary their Gap Choice Election by giving HBF at least 90 days notice of the relevant change to their Gap Choice Election (**Election Change Notice Period**).
- (l) During any Election Change Notice Period, the Practitioner must comply with all terms relating to the Gap Choice Election in force at the start of the Election Change Notice Period.

## 9. Account and Payment Obligations

### 9.1 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 compliance with the requirements of clause 3(a)-3(c);
  - (ii) provide a Service to an Eligible Member;
  - (iii) ensure that the account is fully unpaid;
  - (iv) include details of a consultation in the medical records of an Eligible Member if a consultation is billed on the account;
  - (v) ensure that in the case of an Eligible Member with overseas visitor cover a benefit would have been payable by HBF if that member had been an Australian resident;
  - (vi) promptly lodge the claim and without limitation submit all claims within one year of the date of Service; and
  - (vii) not without HBF's prior written approval, amend an existing claim for Services or lodge a revised claim for Services (unless the change is made within 7 days of lodging the original claim with HBF).
- (b) The Practitioner must ensure that:
- (i) the account identifies MBS item number(s) for the Services, that are all appropriately allocated items for the Service and are items 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;
    - (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.

### 9.2 Account Not Payable

- (a) An account submitted by the Practitioner will not be payable by HBF where it does not comply with the terms of this Agreement.
- (b) In the event HBF incorrectly pays an account, or a gap has been wrongly claimed from the Eligible Member, the Practitioner must ensure that the incorrectly paid amount is refunded, via direct credit, 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.
- (c) HBF will not pay for a cancelled Service.

### 9.3 Payment

- (a) HBF will pay benefits electronically in accordance with the terms of this Agreement, for Services provided by Practitioners to Eligible Members where these are submitted directly to HBF using either:
- (i) Express Pay; or
  - (ii) ECLIPSE.
- (b) HBF will pay all Practitioners by direct credit only.
- (c) Where the Multiple Operation Rule applies and the fees calculated in accordance with the Multiple Operation Rule result in a sum which is not a multiple of 5 cents, HBF will round up the benefit to the next higher multiple of 5 cents.
- (d) 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.

- (e) 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 30 Business Days of receiving the claim; and
  - (iii) forward a statement to the Practitioner.
- (f) 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.
- (g) 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.

## 10. Medicare Benefit Change and HBF Schedules

HBF applies the Medicare assessment rules to calculate benefits payable under the Full Cover Schedule, Provider Choice Schedule or the Specialist Anaesthetist Schedule (**HBF Schedules**). In the event Medicare:

- (a) reduces the benefit payable on a Service specified in the MBS for any reason, HBF will, at the time that Medicare makes the change, reduce the MBS Schedule fee set out in the HBF Schedules. The HBF benefit payable under the HBF Schedules may, at HBF's absolute discretion either be reduced or remain unchanged; or
- (b) increases the benefit payable on a Service specified in the MBS for any reason, HBF will, at the time that Medicare makes the change, increase the MBS Schedule fee set out in the HBF Schedules. The HBF benefit payable under the HBF Schedules may at HBF's absolute discretion either be increased or remain unchanged. Where any changes are made to the fully covered fee/benefit payable by HBF in the HBF Schedules under this clause 10, these changes will apply as from the date of the HBF change.

## 11. Use of HBF Trade Marks

- (a) If the Practitioner wishes to use any HBF Trade Mark, the Practitioner must submit 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 the Practitioner. 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 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) The Practitioner must ensure that it only uses any HBF Trade Marks in accordance with HBF's written approval given in accordance with clause 11(b).
- (d) Where HBF approves a Trademark Use Proposal, the Practitioner will be deemed to have a 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, the Practitioner must observe all reasonable directions notified to them by HBF regarding the manner in which the Practitioner may use the HBF Trade Marks, including all reasonable directions notified to them as set out in any guidelines HBF publishes from time to time.

- (f) Without limiting the other provisions of this clause 11, the Practitioner must 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;
  - (iii) in any way challenge:
    - (A) HBF's complete ownership of, or rights to use, the HBF Trade Marks; or
    - (B) 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.
- (g) The Practitioner must immediately remove, amend or withdraw any document or thing bearing a HBF Trade Mark at the cost of the Practitioner if reasonably requested by HBF.
- (h) All material used by the Practitioner 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 the Practitioner provides Services.

## 12. Audit and Claim Verification

- (a) The Practitioner agrees to:
- (i) maintain appropriate copies of medical records, account and other records that relate to the provision of Services by the Practitioner to HBF Members;
  - (ii) comply with any reasonable request by HBF:
    - (A) to provide information in order to verify any claim under this Agreement; or
    - (B) for an audit of a Practitioner's records in relation to HBF Members, including assisting HBF by:
      - (C) providing further information in regard to claims; and
      - (D) 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.
- (b) HBF's right to conduct an audit will extend to 36 months after the last claim under this Agreement was made by the Practitioner.

## 13. Privacy

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

## 14. Modern Slavery

In performing this Agreement, the Practitioner must:

- (a) not engage in any conduct or omission which may contravene any Modern Slavery Laws;
- (b) do all things required or necessary to mitigate or reduce modern slavery risks in its operations and supply chains; and
- (c) promptly notify HBF, if it becomes aware of a potential, suspected or actual breach of Modern Slavery Laws and cooperate with HBF in good faith in relation to any remedial action required to ensure compliance with Modern Slavery Laws and minimise the risk of modern slavery with its supply chains.

## 15. Amendments

- (a) HBF may vary the:
- (i) HBF Schedules in accordance with clause 10 and as otherwise required by HBF from time to time. In the event of a variation HBF will publish the updated HBF Schedules and also advise of the update on the [hbf.com.au/about-hbf/for-providers/medical-provider-webpage](http://hbf.com.au/about-hbf/for-providers/medical-provider-webpage).
  - (ii) terms of this Agreement. Where this variation is substantive HBF will give not less than 30 calendar days written notice of the variation and in all other cases will advise of the update on the [hbf.com.au/about-hbf/for-providers/medical-provider-webpage](http://hbf.com.au/about-hbf/for-providers/medical-provider-webpage).
- (b) If a Practitioner does not wish to comply with the Agreement or the HBF Schedules as amended, they may terminate this Agreement in accordance with clause 5 above.

## 16. Notice

- (a) Any notice required under this Agreement may be given in writing:
- (i) by HBF sending an email to the email address provided by the Practitioner; or
  - (ii) 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, unless the content of the notice is contained within an attachment and the recipient's return email has advised that the recipient has been unable to open the attachment.

## 17. Exclusivity

This Agreement is not an exclusive arrangement for either party.

## 18. 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.

## 19. 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>Clinically Relevant</b>	means in relation to a Service which is generally accepted by the relevant profession as necessary for the appropriate treatment of the patient and for which a Medicare Benefit is claimable.
<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>Full Cover Schedule</b>	can be obtained by contacting the Provider Support Team by phone on 1300 810 475 or by email to <a href="mailto:medicalgap@hbf.com.au">medicalgap@hbf.com.au</a> .
<b>Gap Choice Election</b>	means an election by a Practitioner for the duration of the relevant election to only apply one of the following charging methods for Services provided to Eligible Members under all of the Practitioner's provider numbers, outlining how the Practitioner may charge for a Service and, if applicable, the potential need for an out of pocket payment from the Eligible Member: (a) <b>Fully Covered</b> which means the fees charged for Services provided to Eligible Members by the Practitioner must not exceed the fees set out in the Full Cover Schedule. The result for the Eligible Member is that there will be no gap payment required from them. (b) <b>Provider Choice</b> which allows the Practitioner to choose, on an Episodic basis, between two different charging options. However, during a particular Episode, all MBS items charged on the Account for the Eligible Member must all be charged on an Opt In basis or all be charged on an Opt Out basis. The Practitioner cannot choose to charge different MBS items on a different charging basis during one Episode. (i) <b>Opt In Option</b> The Practitioner must only charge the Eligible Member fees for Services which do not exceed the Provider Choice Schedule. HBF will pay a benefit for the Services, in accordance with the Provider Choice Schedule. The result for the Eligible Member is that there will be no gap payment required from them. (ii) <b>Opt Out Option</b> The Practitioner charges the Eligible Member fees for Services which exceed the fee specified in the Provider Choice Schedule. HBF will pay Minimum Benefit only. The Eligible Member is required to pay any gap between the Minimum Benefit paid by HBF, and the charge imposed by the Practitioner. (c) <b>Specialist Anaesthetist Fully Covered</b> which means the fees charged for Services provided to Eligible Members by the Practitioner must not exceed the fees set out in the Specialist Anaesthetist Schedule. The result for the Eligible Member is that there will be no gap payment required from them.
<b>Good Faith</b>	means an intent to act honestly, fairly and appropriately in all dealings and includes, but is not limited to: (a) ensuring all records are completed correctly and in accordance with Government and industry guidelines; (b) exercising any discretions provided in this Agreement reasonably and not arbitrarily.
<b>HBF Schedules</b>	means the Full Cover Schedule, Provider Choice Schedule and the Specialist Anaesthetist Schedule.
<b>HBF Trade Mark</b>	means trademarks, logos, corporate typeface and corporate colour palette, whether registered or unregistered of HBF.
<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 a Practitioner providing information to a Member to allow them to make a voluntary decision whether to consent to receive a Service with the knowledge and understanding of the benefits, risk and costs involved in receiving the Service and after being provided with the information the Member consents to receive the Service.
<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>Modern Slavery Laws</b>	means any law, statute and regulation which prohibits exploitation of a worker, human trafficking, slavery, servitude, forced labour, debt bondage or deceptive recruiting for labour or services, or similar types of conduct, and applicable or otherwise in force in Australia
<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) of the Medicare Benefits Schedule, are performed on a patient on the one occasion.
<b>Opt In Option</b>	means in relation to a Practitioner that is subject to a Provider Choice Gap Election a decision to charge for all Services relating to an Episode in accordance with the Provider Choice Schedule.
<b>Opt Out Option</b>	means in relation to a Practitioner that is subject to a Provider Choice Gap Election a decision to charge for all Services relating to an Episode without regard to the Provider Choice Schedule.
<b>Personal Information</b>	has the same meaning as in the <i>Privacy Act 1988</i> (Cth).
<b>Practitioner</b>	means a medical specialist or any other medical practitioner accepted by HBF as a participant in HBF's medical gap agreement.
<b>Provider Choice Schedule</b>	can be obtained by contacting the Provider Support Team by phone on 1300 810 475 or by email to <a href="mailto:medicalgap@hbf.com.au">medicalgap@hbf.com.au</a> .
<b>Service</b>	means 'Hospital Treatment', (as defined in the <i>Private Health Insurance Act 2007</i> (Cth)), provided to an Eligible Member.
<b>Specialist Anaesthetist Schedule</b>	can be obtained by contacting the Provider Support Team by phone on 1300 810 475 or by email to <a href="mailto:medicalgap@hbf.com.au">medicalgap@hbf.com.au</a> .
<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: Privacy statement for practitioners

HBF Health Limited (**HBF**) collects and uses your personal information obtained from you or from third parties, such as Medicare and third party medical payment and information providers, to register you for the Medical Gap Agreement, to inform HBF Members and prospective HBF Members of your name and the contact details that you have provided, along with the fact that you are a participant of the Medical Gap Agreement, to administer and audit the Medical Gap Agreement and private health insurance claims and to prevent, detect and follow up fraudulent or invalid claims or misrepresentations. HBF may disclose your personal information to our members to keep them informed of your correspondence and/or billing address, the general public on our website to advertise your participation in the Medical Gap Agreement, to our third-party providers who provide us with survey and research information or data administration services. We may also disclose your personal information to your relevant professional association and external consultants to review your claims history or claiming patterns and to regulatory bodies and government agencies and other parties to whom HBF are authorised or required by law to disclose information.

HBF is unlikely to transfer your personal information overseas. HBF may transfer your personal information overseas where the transmission is directly related to your registration as a Practitioner under the Medical Gap Agreement or for a review of claims history or claiming patterns. In the event HBF transfers your personal information outside Australia, HBF will comply with the requirements of the Privacy Act that relate to transborder data flows.

HBF may use your personal information for the purpose of providing you with material, such as articles and information about provider agreements that may be of interest to you. You may opt out of receiving this information by emailing HBF at [medicalgap@hbf.com.au](mailto:medicalgap@hbf.com.au).

If you do not wish to provide the personal information HBF requires for registration, HBF will not be able to register you as a Practitioner under the Medical Gap Agreement and HBF Members will not be able to claim benefits for services you provide under the Medical Gap Agreement. 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 – (08) 9265 6378.

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.

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.