

1 TERMS AND CONDITIONS

- a) The Terms and Conditions for Mildura Health Fund Recognised Providers of General Treatment (Extras) Services apply to you from the date you become a Recognised Provider with Mildura Health Fund. In particular, they apply each time one of our Members claim a Benefit for goods or services you provide to them. It is your responsibility to regularly check the 'Forms' section of our website to ensure you are familiar with these Terms and Conditions and any changes to the Terms and Conditions.
- b) These Terms and Conditions also apply to any other person who initiates or provides services and/or goods on your behalf. You accept full responsibility for all services and/or goods provided on your behalf and undertake to ensure that any persons or businesses providing a service and/or good to a Member on your behalf comply with these Terms and Conditions.
- c) You acknowledge that our relationship with our Member is governed by the terms and conditions of the Mildura Health Fund Policies and Procedures.
- d) In order to become and continue to remain a Recognised Provider with Mildura Health Fund you must meet and continue to comply with these Terms and Conditions.

2 YOUR OBLIGATION AS A MILDURA HEALTH FUND PROVIDER

As a MHF Recognised Provider you must:

- a) comply with these Terms and Conditions;
- b) ensure that all persons providing services to MHF Members under your instruction, direction or control, are suitably qualified in accordance with the standards required of your profession, meet any MHF recognition requirements for your profession, and comply with these Terms and Conditions;
- c) comply with the terms and conditions of any relevant electronic claiming system used to transact with Mildura Health Fund, such as HICAPS;
- d) if not using an electronic claiming system, provide Member Accounts to our Members for each good
- e) and/or service you provide to them in accordance

- with clause 8;
- f) maintain a "Provider Number(s)" being
 - (i) an Australian Government issued provider number; or
 - (ii) a current Medicare Australia issued provider number if you are a Board Registered Practitioner eligible for a Medicare Australia provider number; or
 - (iii) a current Australian Regional Health Group (ARHG) issued provider number, ensuring that your relevant details as maintained by the relevant professional association are current;
- g) provide your services with due care and skill and with the level of expertise reasonably expected of a member of your profession;
- h) unless allowed under Australian law, not allow your Provider Number(s) to be used by any other person;
- i) only provide goods or services to our Members directly and in person at the location to which your Provider Number applies, unless otherwise approved by MHF or ARHG
- j) not alter, amend, falsify or omit information on a Member Account, invoice or receipt (enabling, for example, a Member to falsely claim a Benefit);
- k) obtain our prior written consent if you wish to refer to us, our brands, our Member or products in your marketing or promotional material;
- l) not discriminate against or disadvantage Mildura Health Fund Members, such as by charging them a fee for processing a health insurance claim; and
- m) if requested by, MHF, supply MHF with evidence that you meet the current MHF Recognition Criteria and comply with these Terms and Conditions.

3 PROVIDER RECOGNITION REQUIREMENTS

- a) Benefits are only payable where a treatment is provided by a recognised Extras provider.
- b) Extras provider requirements;
 - (i) modalities are recognised by Medicare, are Medicare registered and allocated a provider number for the appropriate practice location; or
 - (ii) have applicable AHPRA registration for

- modalities; or
- (iii) modalities not registered with Medicare are required to be registered through the Australian Regional Health Group (ARHG) Alternative Therapy process; and
- (iv) is in independent private practice.

4 BENEFIT APPLICATION

- a) Benefits are payable only on services that are included on the membership cover and that comply with these terms and conditions. Any and all information must be supplied to support the validity of such a claim. This information must be provided on official provider documentation and may include but is not limited to:
 - i. Invoice
 - ii. Provider number
 - iii. Practice address (not PO Box) and contact telephone number
 - iv. ABN (if applicable)
 - v. Name of provider who provided the service
 - vi. Patients full name (first name and surname)
 - vii. Date of service
 - viii. Date of payment

5 PROVIDING HEALTH SERVICES AND/OR GOODS

You must:

- a) practise and consult at and from premises that are, in Mildura Health Fund's reasonable opinion:
 - (i) clinically appropriate for the practise of your profession and provision of your goods and/or services.
 - (ii) designed to promote good hygiene practices and cleanliness to the standards expected of your profession.
 - (iii) otherwise, suitable for the delivery of health services; and
 - (iv) not used for a primary purpose (as indicated by the appearance of the premises, the floor space used by the premises, or the revenues of the premises) that is not directly related to the provision of health care services. This would be the case where, for example, the main or a substantial part of the premises (by appearance, floor space, or revenues) is dedicated to the provision of shoes, beauty products, health foods and supplements, sporting goods or to the operation of a beauty salon, hairdressing salon, relaxation massage centre, sports

- store, health store and/or general store.
- b) comply with all applicable Australian national or state law including any applicable approvals relating to your premises and the clinical treatment you provide.
- c) maintain the physical aspects of your premises to a satisfactory level. For example, treatment rooms should permit confidential conversations and maintain patients' visual privacy; and
- d) ensure the premises provide a safe environment for patients and practitioners in accordance with Australian national and state law aimed at protecting the health, safety and welfare of anyone at a workplace.

6 PROVISION OF TELEHEALTH SERVICES

The following terms and conditions apply to the provision of health services via Telehealth.

- a) You may not promote or allow, and Mildura Health Fund will not be liable to pay, any claim for a Benefit unless:
 - (i) Mildura Health Fund has approved the provision of the relevant health service via Telehealth for the payment of Benefits (noting that Mildura Health Fund may approve specific treatments or entire modalities in its sole discretion). Such approval is available via telephone 1300MHFUND or via email mhf@mildurahealthfund.com.au
 - (ii) the Telehealth consultation is arranged and booked prior to the time of the consultation at which time you and the Member agree that it is intended to deliver the same therapeutic value as that delivered by an equivalent face-to-face consultation.
 - (iii) You deliver the Telehealth consultation in real time.
 - (iv) delivering the service via Telehealth is appropriate for that individual patient (based on their clinical, personal, and practical needs), and appropriate for the specific condition being treated.
 - (v) You use the item number for the relevant Telehealth service specified by your Professional Body, HICAPS, ARHG, or MHF when issuing invoices/receipts or submitting claims to MHF.
 - (vi) You have the competency and experience to deliver the relevant service via Telehealth in line with any Professional Body and/or National Board guidelines applicable to your modality.

- (vii) Your chosen videoconferencing platform for the delivery of the relevant Telehealth consultation is:
 - a. secure method for the transmission of personal and private information and will enable you to maintain patient confidentiality in compliance with the Privacy Act.
 - b. technically reliable with adequate upload and download speeds; and
 - c. according to industry standards, of high sound and video quality.
- (viii) before you commence delivering the Telehealth consultation, you ensure that the patient is undertaking the consultation in a location that is:
 - a. private and secure.
 - b. free of obstruction, with all risks and hazards removed; and
 - c. otherwise, appropriate for the delivery of the consultation.
- (ix) only provide the Telehealth consultation where both you and the patient are located within Australia at the time of the consultation; and
- (x) ensure that where video consultations, recordings or still images are required for clinical purposes, you obtain the prior recorded consent of the patient in accordance with your Professional Body's guidelines.

7 HANDLING INFORMATION

- a) You must comply, and assist us to comply, with any applicable privacy legislation (including the Privacy Act and any health records legislation) or industry codes related to the handling of Sensitive Information or Personal Information.
- b) You must keep confidential any of our financial details we disclose to you.
- c) We must keep confidential any of your financial details, the results of any audit we perform with regard to your practice, and any other practice information you confidentially disclose to us except where:
 - (i) we need to obtain financial or legal advice.
 - (ii) we need to advise our Members of any particulars relating to the goods or services you have provided to them.
 - (iii) we are required or consider it necessary to advise a regulatory body, industry body or professional association of such

information; or
 (iv) we are required by law to disclose such details.

- d) we may disclose your information on a confidential basis to a related entity or entity in which we hold a significant financial or ownership interest. We may also disclose your information to an investigator and/or clinical advisor appointed by us.
- e) If you believe you have breached any part of this clause 5, you must immediately notify us of the nature and extent of the breach and promptly make all reasonable endeavours to rectify that breach.

8 CLINICAL RECORD KEEPING REQUIREMENTS

You must meet the following clinical record keeping requirements as well as any others imposed by your Registration Board (if applicable), Professional Body (such as any applicable Professional Standards) or required by law:

- a) you must ensure your clinical records include sufficient information concerning a Member's treatment to, if applicable, allow another health practitioner to continue to appropriately manage the Member's care.
- b) you must keep any hard copies of clinical records that contain Sensitive Information or Personal Information in a secure, lockable, fire-proof storage cabinet or area when not in use. You must not store or leave such clinical records in a public area.
- c) you must keep digital copies of clinical records containing Sensitive Information or Personal Information in an environment and on an electronic system that is only accessible by you and persons authorised by you whom have a need to access such clinical records, where the given electronic system:
 - (i) may be audited by MHF (as permitted under these Terms and Conditions).
 - (ii) is protected by up-to-date, industry standard user-authentication (i.e., username and password), firewall and anti-virus technology; and
 - (iii) is regularly and securely backed up.
- d) you must make and keep a clinical record of each good and service provided to one of our Members.
- e) clinical records relating to each individual Member must be kept together and each record entered must be made in chronological order and allow for an audit trail if any changes are made.
- f) each Member's record must be accurate, legible

and easily readable by a third party, concise, written in English and clearly indicated as applying to that Member.

- g) clinical records must be promptly retrievable when required.
- h) any changes or corrections to the original clinical record must not remove the original information.
- i) you must not delegate responsibility for the accuracy of any clinical records you make or keep about a Member to another person.
- j) clinical records must be bespoke to each Member and where utilised, pre-populated clinical notes or templates and copy and paste methods must be edited immediately to reflect the individual patient's treatment plan.
- k) you must keep a relevant medical and health history for each Member including details relevant to the presenting condition, including presenting signs and symptoms. Such history may include but should not be limited to:
 - (i) previous illnesses;
 - (ii) pregnancy status;
 - (iii) allergies;
 - (iv) current medication;
 - (v) details relevant to the presenting condition; and
 - (vi) presenting signs and symptoms.
- l) you must separately record the details of each visit by, and good or service provided to, a Member, with each record including, but not limited to the following:
 - (i) date of treatment.
 - (ii) details of the treatment, including:
 - treatment plan.
 - name of any person that provided treatment.
 - body part, tooth identification or areas of the body treated.
 - treatment techniques utilised.
 - any herbs or vitamins administered or prescribed, including dosage.
 - drugs or medications administered or prescribed including dosage.
 - any materials used/applied; and
 - any advice or instructions given.
 - (iii) details of referrals made.
 - (iv) treatment plans accepted, and consent given.
 - (v) informed consent provided to the Member for treatment.
 - (vi) parental or legal guardian consent where treatment is provided to children/minors.
 - (vii) outcomes of any previous treatment; and
 - (viii) any other details as recommended by

either or both of your Professional Body and Registration Board (as applicable)

- m) you must not submit, and we will not accept as evidence of the provision of goods or services, any general descriptions or information for a prescribed course of treatment such as product information.

9 CLAIMS VERIFICATION

- a) From time to time, we may seek to confirm the validity of a claim for goods or services you have provided to one of our Members. Accordingly, we may at our cost, conduct an investigation using any or all of the following:
 - (i) our Records.
 - (ii) your Records or, if applicable, the Records of any entity which services or manages your practice; and
 - (iii) an investigator and/or clinical advisor appointed by us.
- b) If we ask you to make your Records available to us (or an investigator and/or clinical advisor appointed by us):
 - (i) we will give you at least two (2) days' notice.
 - (ii) you will provide reasonable assistance at no charge to MHF – including providing access to relevant employees, agents and contractors as nominated and required by MHF – to all Records pertaining to services provided to our Members (wherever such records are stored); and
 - (iii) you must promptly make those Records available to us or procure the prompt provision of those Records to us; and
 - (iv) if, contrary to these Terms and Conditions, your Records are not in English, you will provide at your cost, a translation from an interpreter service that is, in our reasonable opinion, reputable and suitably accredited. You must provide.

10 MEMBER ACCOUNTS AND RECEIPTING RECORD REQUIREMENTS

- a) You must keep:
 - (i) accurate, legible, contemporaneous, English-written accounting records of each good and/or service provided to a Member.
 - (ii) records that are clear, accurate and not misleading; and
 - (iii) records that are made as soon as practicable after the service has been

- delivered or goods have been provided.
- b) Each accounting record must be labelled with the Member's identifying details and include the:
- (i) date of each service.
 - (ii) name of the practitioner who provided the service.
 - (iii) details of the services and goods provided, including the itemised fee for each service and good.
 - (iv) body part/tooth identification number for each service; and
 - (v) details of all payments, including the date of the payment.
- c) In cases where electronic claiming is not used, an itemised receipt must be issued for each payment indicating the:
- (i) date of payment.
 - (ii) Provider number(s).
 - (iii) Provider's ABN.
 - (iv) name of the practitioner who provided the service.
 - (v) address where the Provider performed the service (including, where applicable, a service delivered via Telehealth)
 - (vi) the Provider's contact telephone number.
 - (vii) name of the patient who received the treatment.
 - (viii) date of the service.
 - (ix) treatment/s provided including the industry-based item number/s for the treatment/s if applicable and the products supplied and the individual charge for each item treatment or service.
 - (x) body part/tooth identification number for each service; and
 - (xi) individual invoice or receipt number on each receipt.
- d) There can only be one fully itemised original account/receipt. All duplicated accounts/receipts must be endorsed as "duplicate".
- e) All Member Accounts/receipts must be:
- (i) separately invoiced for each date on which services and/or goods are provided.
 - (ii) issued on your official stationery denoted by your business logo or official stamp.
 - (iii) bear an invoice/receipt number and issued in sequential order; and
 - (iv) where produced electronically, legibly signed at the time of issue by either the provider of that service or the provider's representative.
- f) Following payment for the services and/or goods provided, a separate receipt must be issued for each date on which the services and/or goods

- were provided.
- g) Where a quote is itemised, the Member Account/receipt must be endorsed with "quote" or "estimate".
- h) Not provide to our Members a Health Fund coded receipt for an individual who is currently claiming through Medicare on a GP referred Allied Health Service.
- i) Gift cards/vouchers:
As payment is received at the time a gift card/voucher is purchased, a benefit cannot then be claimed electronically or manually:
- (i) against the cost of a gift card/voucher purchase; or
 - (ii) for services paid for with a gift card/voucher.

11 MHF MEMBERS

You must ensure that:

- a) before you treat a Member, you obtain both their informed consent and their informed financial consent to the treatment.
- b) when treating a minor, you obtain parental or legal guardian consent before providing your intended treatment.
- c) at all times treat patients or clients with respect.
- d) deliver care with high level of professional competence and conduct.
- e) work within the limits of your competence and scope of practice
- f) the person receiving the service and/or good is listed on the MHF Member card prior to submitting a claim to MHF on behalf of the person receiving the service and/or goods and that the correct Member identifier/suffix indicated on their MHF membership card is used to process the claim.
- g) you do not keep or store digital or physical MHF Member cards or MHF Member card numbers or details by any means.
- h) you do not directly or indirectly promote unnecessary or indiscriminate use of your services or goods.
- i) you do not use Benefits as a deposit for the purchase of services and/or goods.
- j) you only submit a claim for Benefits for services and/or goods provided on or after the date that the service/good has been provided in its entirety e.g., when the definitive crown has been cemented; and
- k) you only submit a claim for Benefits for services and/or goods that you have provided.

12 BENEFIT RECOVERY

- a) If you or a Member submit a claim for a good or service for which you fail to comply with your obligations under clauses 2, 3, 6, 8, 9 above:
 - (i) then this clause 10 (a) will operate to deem the good or service not provided; and
 - (ii) MHF may:
 - 1. refuse to pay the amount of Benefits we would have paid in respect of that claim had it been valid; or
 - 2. request and recover the amount of Benefits already paid in respect of that claim.
- b) We may notify you in writing if we reasonably believe that you failed to comply with your obligations under clauses 2, 3, 6, 7, 8 in respect of a particular claim. If within 14 Business Days from the date of the notice you have not responded to a notice issued under this clause 9 (b), then clause 10(a)(i) will automatically operate to deem the services unprovided and to invalidate the claim.
- c) If we receive from you a response to a notification made under clause 10(b), within 14 Business Days of the corresponding notice, we will assess your response and either approve or deny the claim in respect of which the notice was issued (approval not being unreasonably withheld).
- d) If, in accordance with clause 10(a)(ii) 2, MHF requests you to refund to MHF an amount of Benefits we have paid, you agree that:
 - (i) you will comply with our request for the refund within 14 days of the date of our request: and
 - (ii) if you fail to comply with our request under clause 10(b), we may offset future Benefits we would otherwise pay against the requested refund amount.
- e) All refund amounts requested under this clause are to be refunded to MHF, and not to any other party.

13 SUSPENSION

- a) We may immediately and on written notice to you, and/or your industry association (if relevant) suspend your status as a Recognised Provider with MHF in any or all of the following circumstances:
 - (i) we reasonably believe that you no longer meet our Provider Recognition Criteria.
 - (ii) you breach any of these **Terms and Conditions** and in MHF's reasonable

opinion the breach is serious or cannot be rectified.

- (iii) your membership of a relevant Professional Body or Registration Board has lapsed.
 - (iv) conditions, restrictions and/or reprimands are placed on your registration/membership with the relevant Professional Body or Registration Board or by any governing or regulatory body/bodies.
 - (v) we reasonably believe that you have breached a Professional Standard (for example, as alerted by a MHF appointed independent investigator / adviser, Professional Body, Registration Board or Court) including, but not limited to where you provide a service, treatment or good that is unnecessary, not reasonably required or excessive or not clinically justified in circumstances; or
- b) Subject to clause 12, your suspension under clause 10 (a) will continue until such time as you provide evidence to our satisfaction that none of the above circumstances continues to apply.
 - c) We may immediately and without notice, suspend your status as a Recognised Provider if none of our Members has made a claim in respect of your goods or services for a continuous period of two (2) or more years or if, after making reasonable attempts to contact you over a period of two (2) months we have been unable to do so. In this case, we may, however, remove the suspension where we receive a notification from you.

14 TERMINATION

- a) Notwithstanding anything else in these **Terms and Conditions**, we may, at our sole discretion and on giving you two (2) months' written notice, terminate your status as a Recognised Provider with us. Accordingly, our relationship with you as contemplated by these **Terms and Conditions** will end. If we do so, we will, in accordance with our Fund Rules, honour all valid claims in respect of goods and services you have provided to Members before the date of termination.
- b) On written notice to you, we may immediately terminate our relationship with you if:
 - (i) you do not comply with any law.
 - (ii) you breach any of these **Terms and Conditions** and fail to rectify the breach within 30 days of becoming aware of that breach or receiving our notice of that

- breach, whichever is the sooner.
- (iii) you breach a material obligation under these **Terms and Conditions**.
 - (iv) in any of the circumstances under which we may suspend your status as a Recognised Provider under clause 14.
 - (v) we reasonably believe your conduct may adversely impact our goodwill, reputation, or business; or
 - (vi) we decide to end our relationship with all our Recognised Providers or all members of a particular Professional Body.
- c) We may immediately without notice, terminate our relationship with you in any or all of the following circumstances, or where your actions may cause us to be in breach of any of our regulatory or other obligations:
- (i) you have been convicted of a felony or expelled from a Professional Body or deregistered, suspended, or sanctioned by a Registration Board.
 - (ii) conditions, restrictions and/or reprimands are placed on your membership with the relevant Professional Body or Registration Board or by any governing or regulatory body/bodies; or
 - (iii) we believe on reasonable grounds that your conduct or the conduct of your business associates or representatives may negatively impact patient care and safety or bring MHF's brand to disrepute.
- d) MHF may in its absolute discretion, upon termination, notify its Members that Benefits for your good and/or services are no longer payable by MHF.
- e) You may, at your sole discretion and on giving us two (2) months' written notice, terminate your relationship with MHF.

15 RECOGNITION AFTER SUSPENSION OR TERMINATION

- a) If MHF has suspended your MHF Recognition under clause 11 of these Terms and Conditions you may apply to have MHF lift the suspension at any time after 6 months from the date of the suspension. To support your application, you must provide evidence that you:
- (i) meet MHF's Provider recognition criteria and these Terms and Conditions as at the date of your application; and
 - (ii) have rectified all concerns raised by MHF prior to your suspension.
- b) After reviewing your application submitted under clause 13 (a), MHF may, in its complete discretion,

decide too either:

- (i) lift the suspension.
 - (ii) extend the suspension; or
 - (iii) terminate your status as a MHF Recognised Provider, in accordance with clause 12.
- c) If MHF has terminated your MHF Recognition under clause 12 of these Terms and Conditions you may apply for re-recognition with MHF at any time after 24 months from the date of the termination. To support your application, you must provide evidence that you:
- (i) meet MHF's Provider recognition criteria and these Terms and Conditions as at the date of your application; and
 - (ii) have rectified all concerns raised by MHF prior to your termination.
- d) After reviewing your application submitted under clause 13(c), MHF may, in its sole discretion, reject or accept your application for MHF recognition.

16 PROMOTION

You must not, and must procure that any corporate entity associated with, representing or acting on behalf of your practice does not, undertake any marketing or promotional campaigns or initiatives:

- a) in a way that directly or indirectly encourages the indiscriminate or unnecessary use of your services; or
- b) without our prior written approval involving bidding on, buying, or acquiring keywords constituting or incorporating the words "Mildura Health Fund" or "MHF" or any Mildura Health Fund logos, including but not limited to for the purpose of engaging in any form of search engine marketing, display advertising, social media marketing, mobile marketing, search engine optimisation, audio marketing, or any other form of advertising or promotion. If you or a person acting on your behalf engages in any search-based advertising or promotion you will ensure that your advertisements do not appear in response to someone including a MHF logo in their search words or phrase (whether you do this by specifying Mildura Health Fund as 'negative exact matches' in your campaigns or otherwise).

17 GENERAL

These **Terms and Conditions** are governed by the laws of Australian States and Territories

18 GLOSSARY

AHPRA means the Australian Health Practitioner Regulation Agency

Extras means relating to any form of General Treatment that not Hospital-substitute or Dental Treatment.

ARHG means the Australian Regional Health Group

Benefit means an amount of money payable by a private health insurer in respect of a health care treatment eligible for such payment under the Private Health Insurance Act 2007 (Cth).

Board Registered Practitioner means a health practitioner registered with a Registration Board.

Business Day means a day other than a Saturday, Sunday or public holiday in the Australian State or Territory in which the goods or services are provided.

Member means a person who holds or is insured under a MHF health insurance policy.

Member Account means a signed statement of account and receipt issued for a good or service you have provided to one of our Members which sets out such details as are reasonably necessary for us to assess a claim (including the name and address of your practice, your Provider number(s), patient details and for each good or service provided, the relevant item number/s and/or service descriptions, tooth ID or body part, date of provision and the fee charged relevant to each item number/service).

Mildura Health Fund, MHF, we, our and us means MHF ABN 13 078 202 089.

Mildura Health Fund or MHF Recognition means our recognition of you as a Recognised Provider.

Personal information has the meaning given in the Privacy Act.

Privacy Act means the Privacy Act 1988 (Cth).

Private Practice a health care practitioner is deemed to provide services in the course of Private Practice where the Fund considers the services to be so provided. A practitioner may provide services in the course of Private Practice notwithstanding that they may be provided from rooms located in a public hospital or other public facility, if the Fund is satisfied that the practice is inherently private in nature and not pursuant to a contractual or employment relationship with the public facility.

Professional Body means a professional association which we recognise as governing the practitioners of a given profession and includes AHPRA and any Registration Board.

Professional Standard means any law, regulation, rule (including any applicable rule contained in the Private Health Insurance (Accreditation) Rules), policy, professional standard, ethics statement, guideline, or code of conduct (whether voluntary or otherwise)

that applies to the practice of your profession including, without limitation, any such standard issued by a Professional Body.

Provider means any health practitioner or business providing health goods or services recognised by MHF.

Recognised Provider means a provider of health services who meets our Provider Recognition Criteria and, accordingly, for whom we pay Benefits in respect of health care services and/or goods provided to our Members.

Records includes information about our Members in any form (including digital) including, but not limited to: X-rays, models, photographs, clinical records, appointment books, referral letters, test results and accounting records.

Sensitive Information has the meaning given in the Privacy Act.

Telehealth means the provision of a health service via telephone or video conferencing which is approved by MHF for the payment of Benefits.

You and your means the Recognised Provider to whom these **Terms and Conditions** apply.