

# PRIVACY LEGISLATION AND HCF REQUESTS FOR PATIENT RECORDS

**We offer the following information to remind you of your privacy obligations as a provider of health services to HCF members.**

## YOUR OBLIGATIONS

In Australia, there is Commonwealth and State privacy-related legislation which regulates the obligations in relation to personal information.

- Any references to personal information includes sensitive information such as health information or a health record;
- Except for certain permitted defined situations, the law requires you to obtain a HCF member's consent to disclose their personal information to HCF, or that they would otherwise reasonably expect you to disclose it and the purpose of the disclosure is directly related to the primary purpose of collection.
- HCF members consent to us viewing their personal information to assess claims made by members to an applicable benefit.

## OUR PRIVACY POLICY

- All personal information provided to HCF is handled in accordance with our Privacy Policy [www.hcf.com.au/about-us/about-HCF/governance-and-structure/policies/privacy-policy](http://www.hcf.com.au/about-us/about-HCF/governance-and-structure/policies/privacy-policy)
- Except in a limited number of cases, HCF securely destroys all records you provide at the conclusion of an audit.

## HOW MEMBERS AUTHORISE HCF TO VIEW PATIENT RECORDS

Members may authorise you to disclose their personal information to us in a number of ways, so that we may verify their claims. The declaration on the following forms provides this authority acknowledging our Privacy Policy which addresses disclosure to third parties:

- Membership application
- Claim forms
- HICAPS or HealthPoint receipts
- Therapy Review form.

## DISCLOSURE REQUIREMENTS

### HCF TERMS & CONDITIONS FOR PROVIDERS OF GENERAL TREATMENT

- Section 4(g) &(h) of Terms and Conditions for HCF recognised providers of general treatment requires you to comply with any reasonable request from HCF and comply with the terms of any other agreements or contracts that exist between the recognised provider and HCF.

### HICAPS PROVIDER AGREEMENT TERMS & CONDITIONS (IF APPLICABLE)

- Section 4.2 (h) of the agreement requires you to supply HCF with evidence to support the claim within 10 working days of our request;
- This includes, but is not limited to, treatment plans and appointment schedules.

### HEALTHPOINT TERMS & CONDITIONS (IF APPLICABLE)

- Section 4.1 (d) of the agreement requires you to supply HCF with evidence to support the claim within 14 days of our request;
- This includes, but is not limited to, treatment plans and appointment schedules.