

# MORE FOR BACKS (OSTEOPATH) PROGRAM

## Terms and conditions

Effective from 1 January 2019

The HCF *More for Backs program* provides benefits for Initial Consultations for New Episodes of Care for HCF Members in accordance with these terms and conditions.

This document sets out the terms and conditions of participation in the HCF *More for Backs program (Program)*. By signing and returning to HCF the application form attached to this document (**Program Application Form**), You offer to participate in the HCF *More for Backs program* in accordance with these terms and conditions, conditional on acceptance by HCF. On acceptance by HCF, You will be bound by these terms and conditions (**Agreement**).

### 1. DEFINITIONS

- 1.1 **"Australian Consumer Law"** means the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- 1.2 **"Electronic Payment System"** means any electronic claims settlement system approved by HCF from time to time in its sole discretion for the purposes of the Program as notified to You and/or as published on the HCF website.
- 1.3 **"Fee"** means, in relation to an Initial Consultation, the maximum fee specified in column 2 of the table in Schedule A.
- 1.4 **"Fund Rules"** means the 'HCF Fund Rules' as varied by HCF from time to time.
- 1.5 **"Gap"** means the amount charged by You less the benefit.
- 1.6 **"HCF"** means The Hospitals Contribution Fund of Australia Limited (ABN 68 000 026 746) and will include, where it is not contrary to the context, any employee or agent of HCF.
- 1.7 **"ICD-10-AM Code"** means a code assigned to a disease/health problem described in the International Statistical Classification of Diseases and Health Problems 10th Revision, Australian Modified, in the format as set out in the appendix of the User Guide and that is accepted under the Program, as varied by HCF from time to time.
- 1.8 **"Initial Consultation"** means the first osteopathic service You give for a New Episode of Care.
- 1.9 **"Ineligible Condition"** means a disease/health problem that is not represented by an ICD-10-AM Code.
- 1.10 **"Member"** has the same meaning given to that term in the Fund Rules.
- 1.11 **"New Episode of Care"** means:
  - (a) a new health condition, which is where the symptoms are not related to a condition for which osteopathic treatment has previously been sought; or
  - (b) an acute flare-up of an existing condition where there has been no treatment for that condition provided by any osteopath in the previous three months.

- 1.12 **"Policy"** has the same meaning given to that term in the Fund Rules.
- 1.13 **"Program Ineligible Code"** means the code included in the User Guide solely for use when Your provisional diagnosis during an Initial Consultation is an Ineligible Condition.
- 1.14 **"Recognition Criteria"** has the same meaning given to that term in the Fund Rules.
- 1.15 **"Terms and Conditions"** means the 'Terms and Conditions for HCF Recognised Providers of General Treatment' as varied by HCF from time to time.
- 1.16 **"User Guide"** means the user guide for the Program provided or made available by HCF, which includes the ICD-10-AM Codes accepted under the Program as varied by HCF from time to time.
- 1.17 **"You"** and **"Your"** mean the osteopath who signs the Program Application Form.

### 2. PROVIDER RECOGNITION AND OBLIGATIONS

- 2.1 You must:
  - (a) meet and comply with HCF's Recognition Criteria and the Terms and Conditions;
  - (b) comply with all applicable laws in the conduct of Your business and the performance of this Agreement; and
  - (c) not perform any services or supply any goods that are not necessary for the treatment of a Member's condition.
- 2.2 Each Initial Consultation must include history taking, physical assessment, diagnostic formulation, goal setting, a management plan, intervention, clinical recording, communication with the referrer (where a patient has been referred), and the assignment of an ICD-10-AM code which corresponds with the provisional diagnosis that was formed as a part of the diagnostic formulation. Where the diagnosis is an Ineligible Condition, the Program Ineligible Code must be used.
- 2.3 In addition to Your obligations under clause 2.1, You must:
  - (a) have an Electronic Payment System available to process payment for any Initial Consultation or other service provided by You to a Member, for which HCF may make a payment based on a Policy, unless there is an outage of the Electronic Payment System or telecommunications network; and
  - (b) for every Initial Consultation submitted to HCF on behalf of a Member, submit to HCF an ICD-10-AM Code, unless Your diagnosis is an Ineligible Condition, in which case a Program Ineligible Code must be submitted in accordance with clause 2.2.

### 3. INITIAL CONSULTATION CHARGES

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- 3.1 You must not charge a Member more than the Fee in relation to an Initial Consultation.
- 3.2 If the customary fee You charge for an Initial Consultation is less than the Fee, You must not charge a Member any more than the customary fee.
- 3.3 If You make a special or discounted offer for an Initial Consultation, You must not charge a Member any more than the amount of the special or discounted offer.

### 4. BENEFITS

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- 4.1 HCF will provide, for each Initial Consultation provided by You to a Member, the benefit HCF determines the Member is entitled to under a Policy and the requirements of the Fund Rules and all applicable laws in payment for the Initial Consultation (**Benefit**).
- 4.2 Without limiting clause 4.1, the maximum Benefits available to Members in respect of Initial Consultations (excluding Initial Consultations in respect of an Ineligible Condition) as at the date of this Agreement are as specified in column 3 of the table in Schedule A. HCF may add, delete or vary Benefits and cover under its Policies in its sole discretion at any time.
- 4.3 You must not charge Members any additional or ancillary fees, charges or penalties (for example, an administration fee) in connection with the services covered under this Agreement, except any charges allowed under clause 3.
- 4.4 Services provided by You to a Member that are not described in column 3 of the table in Schedule A, including but not limited to Initial Consultations in respect of an Ineligible Condition, will continue to be the subject of benefits that HCF determines a Member is entitled to under a Policy with HCF, the Fund Rules, the Terms and Conditions and all applicable laws.
- 4.5 HCF does not warrant or represent that a Member will be entitled to Benefits in respect of any services provided by You to the Member. Without limitation, a Member will not be entitled to Benefits for services provided in the absence of a specific health condition, including general preventative care or wellness maintenance, unless otherwise expressly specified by HCF in writing.

### 5. INVOICING, PROVISION OF INFORMATION AND PAYMENT

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- 5.1 You must:
  - (a) invoice HCF through the Electronic Payment System for all services provided to Members for which a benefit is payable and only issue a physical invoice to the Member:
    - (i) if and to the extent the Member is liable to make a payment of a Gap; or
    - (ii) if there is an outage of the Electronic Payment System or telecommunications network; and
  - (b) include in or with any invoice issued to HCF under clause 5.1(a) for an Initial Consultation, the ICD-10-AM Code or the Program Ineligible Code applicable to that Initial Consultation.

An invoice will not be valid unless both clause 5.1(a) and clause 5.1(b) are satisfied.

- 5.2 If there is an outage of the Electronic Payment System or telecommunications network, fully itemised invoices (including the ICD-10-AM Code or the Program Ineligible Code) issued to a Member will be accepted by HCF.

### 6. INFORMED FINANCIAL CONSENT

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- 6.1 You must clearly inform each Member prior to the commencement of an Initial Consultation that not all conditions will entitle the Member to payment of a no-gap Benefit under the Program, and if possible, indicate whether the Member's presenting symptoms suggest the likelihood of an Ineligible Condition.

- 6.2 You must obtain informed financial consent from the Member in respect of each service provided to the Member prior to the provision of the service, irrespective of whether the service is the subject of Benefits under the Program.

### 7. RECORDS AND REVIEW

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- 7.1 Claims and eligibility for Benefits may be subject to review and verification by HCF in its discretion for the term of this Agreement and for two years after this Agreement has terminated. During this time, You must maintain and provide to HCF on request detailed records of Initial Consultations, services and charges provided to Members.

### 8. PRIVACY AND MARKETING

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- 8.1 HCF handles personal information it collects in accordance with the HCF Privacy Policy which forms part of these terms and conditions. The HCF Privacy Policy explains how You may complain about a privacy breach, how HCF will deal with the complaint and how You can request access to and correction of the personal information HCF holds about You. A copy can be found at [hcf.com.au/privacy-policy](http://hcf.com.au/privacy-policy) or obtained by calling 13 13 34.
- 8.2 You must comply with the *Privacy Act 1988* (Cth) as if You are an "organisation" for the purposes of that Act, any applicable State or Territory legislation relating to privacy and the HCF Privacy Policy.
- 8.3 You consent to HCF using and disclosing the personal information it collects about You, comprising Your name, contact and other practice details, charging information and feedback from any Member surveys about their treatment experience and whether they would recommend You, including through the HCF website, brochures, HCF mobile apps and other promotional literature and activities, to inform Members and prospective Members about Your participation in the Program.
- 8.4 You will inform Members who are to receive services listed in Schedule A that no additional expense will be incurred by them for these services.
- 8.5 You will not advertise or utilise any marketing material, logos, trade names or other materials belonging to HCF, or represent that You are endorsed by HCF, without obtaining prior approval in writing from HCF.

### 9. INDEMNITY

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- 9.1 Without limiting HCF's liability under clause 13, You agree to indemnify HCF and keep HCF indemnified against all losses, liabilities, expenses and costs (including legal costs) arising out of the provision (or non-provision) of any Initial Consultation or other service provided to a Member, any negligent, fraudulent or criminal act or omission, wilful misconduct by You, Your employees, contractors or agents, or any breach of this Agreement by You, except to the extent that any losses, liabilities, expenses and costs are caused by or contributed to by HCF's negligent, fraudulent or criminal act or omission or wilful misconduct.

### 10. TERM AND TERMINATION

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- 10.1 This Agreement commences on the date HCF accepts Your offer to participate in the Program. Either party may terminate this Agreement without cause by giving the other party 21 days prior notice in writing.
- 10.2 HCF reserves the right to end or suspend its relationship with You in accordance with the Terms and Conditions.

### 11. ICD-10-AM CODE INCLUSION

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- 11.1 The ICD-10-AM Codes have been included by HCF in the Program because HCF is satisfied in its discretion that there is a sufficient evidence base to support osteopathic treatment of the disease/health problem subject of the ICD-10-AM Codes.

11.2 HCF may include additional ICD-10-AM Codes in, or remove ICD-10-AM Codes from, the Program in its sole discretion, by issuing revised versions of the User Guide or the relevant appendix from time to time. Without limiting HCF's discretion, the circumstances in which HCF may determine to include additional ICD-10-AM Codes in the Program include, but are not limited to, where new evidence becomes available that supports osteopathic treatment of the disease/health problems the subject of the ICD-10-AM Codes.

## 12. MISCELLANEOUS

- 12.1 Assignment – This Agreement may not be assigned by You.
- 12.2 Relationship – This Agreement does not create or evidence a partnership, joint venture or a fiduciary relationship or the relationship of principal and agent between the parties.
- 12.3 Confidentiality – You agree to maintain in confidence the terms of this Agreement. You acknowledge that information disclosed by or learned from HCF under this Agreement is confidential information of HCF, and You must maintain that information in confidence and must not and must not permit any of Your employees, contractors or agents to use or disclose any of that information other than as contemplated by this Agreement without the prior written consent of HCF. This clause 12.3 does not apply to any information which is generally available to the public (other than as a result of wrongful disclosure by the receiving party), or required to be disclosed by law.
- 12.4 Survival – Termination of this Agreement does not relieve any party from their obligations under clauses 7.1, 9.1, 12.3 and any other provisions which by their nature continue.
- 12.5 Entire understanding – This Agreement, with the Terms and Conditions, constitute the entire understanding of the parties with respect to the subject matter of this Agreement, and subject to the Australian Consumer Law, supersede any prior understanding, agreements, promises, negotiations or representations, whether written or oral.

- 12.6 Variation – This Agreement may be varied:
- (a) by HCF giving You 30 days prior notice in writing; or
  - (b) immediately upon written notice by HCF if necessary in order to comply with any applicable law or regulatory action.
- 12.7 Governing law – The law of New South Wales governs this Agreement.

## 13. AUSTRALIAN CONSUMER LAW

- 13.1 To the extent that You acquire services under this Agreement as a 'Consumer' under section 3 of the Australian Consumer Law, HCF's liability for a failure to comply with a 'Consumer Guarantee' as defined under the Australian Consumer Law is limited to HCF (at its election):
- (a) resupplying the services; or
  - (b) paying the cost of having the services supplied again.

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### SCHEDULE A – SERVICES, FEES AND BENEFITS

SERVICES (COLUMN 1)	FEES (COLUMN 2)	BENEFIT * (COLUMN 3)
Initial Consultation	<b>Maximum of \$96</b>	First Initial Consultation in any calendar year (excluding in respect of an Ineligible Condition): <b>Maximum of \$96</b>

\*Some members may not receive the Maximum Benefit depending on their level of cover and/or their available entitlements.