

THE HCF NO-GAP GLA:D® KNEES PROGRAM

PROVIDER TERMS AND CONDITIONS

Effective from 2025

This document sets out the terms and conditions of a Provider's participation in the HCF No-Gap GLA:D® Knees Program.

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 **"Business Rules"** means the *Private Health Insurance (Health Insurance Business) Rules 2018*, as amended from time to time.
- 1.3 **"Clinical Eligibility Criteria"** means all of the following criteria:
 - (a) must be 18 years or over;
 - (b) must have a diagnosis of symptomatic knee osteoarthritis that is likely to require joint replacement surgery in the upcoming few years, as assessed by an orthopaedic surgeon, general practitioner or physiotherapist
 - (c) not having had a total or partial knee replacement surgery on the knee being treated in this program; and
 - (d) must not have participated in the GLA:D program in the previous 2 years.The eligibility criteria may be amended from time to time by HCF by providing at least 45 days' notice to the Provider.
- 1.4 **"Eligible Member"** means a Member who meets the eligibility criteria in clause 2.2.
- 1.5 **"Fund Rules"** means the 'HCF Fund Rules' as published at [hcf.com.au/forms-and-brochures](https://www.hcf.com.au/forms-and-brochures) and varied by HCF from time to time.
- 1.6 **"General Treatment"** has the meaning given to that term in the *Private Health Insurance Act 2007* (Cth).
- 1.7 **"GLA:D®"** means the Good Life with osteoarthritis: Denmark, which is an education and exercise program developed by researchers in Denmark for people with hip or knee osteoarthritis symptoms.
- 1.8 **"HCF"** means The Hospitals Contribution Fund of Australia Limited (ABN 68 000 026 746) and will include, where it isn't contrary to the context, any employee or agent of HCF.
- 1.9 **"Member"** has the same meaning given to that term in the Fund Rules.
- 1.10 **"Participating Practitioner"** means the Provider, if they're a natural person, or otherwise the physiotherapists and/or accredited exercise physiologists employed or engaged by the Provider to provide the Program.
- 1.11 **"Policy Eligibility Criteria"** means all of the following criteria:
 - (a) Must have been a Member with continuous hospital cover for at least 12 months.
 - (b) Must have held HCF hospital cover that covers joint replacement surgery for at least 2 months.
 - (c) Must be up-to-date with premium payments for the above cover.The eligibility criteria may be amended from time to time by HCF by providing at least 45 days' notice to the Provider.
- 1.12 **"Program"** means the HCF No-Gap GLA:D® Knees Program described in item 1 of Schedule A.
- 1.13 **"Program Information"** means the information about the Program described in item 2 of Schedule A.

- 1.14 **"Program Consent Form"** means the consent form which all Members must sign before commencing participation in the Program as shared by HCF with the Provider from time to time.
- 1.15 **"Provider"** means a natural person or legal entity who/which has agreed to participate in the Program in accordance with these terms and conditions..
- 1.16 **"Recognised Provider"** means a provider of General Treatment that is a 'Recognised Provider' as defined under the 'Terms and Conditions for HCF Recognised Providers of Extras Services', as varied by HCF from time to time.
- 1.17 **"Services"** means each of the services provided as part of the Program described in item 3 of Schedule A.

2. ASSESSING ELIGIBILITY

- 2.1 If a Provider determines that a Member meets the Clinical Eligibility Criteria to participate in the HCF No-Gap GLA:D® Knees Program, the Provider will provide the Program Information to the Member.
- 2.2 If a Member described in clause 2.1 expresses interest in the Program, the Provider will, after obtaining the Member's consent, share the Member's name and HCF membership number with HCF, so that HCF can determine whether the Member meets the Policy Eligibility Criteria.
- 2.3 If HCF determines and advises the Provider that a Member described in clause 2.2 meets the Policy Eligibility Criteria, the Provider will:
 - (a) provide and explain the Program Consent Form to the Member, including:
 - (i) explaining the expectations of the Member regarding participation in the Program including completion of the GLA:D® Program for Osteoarthritis treatment program and completion of all member feedback surveys and activities in order to be fully reimbursed for all out-of-pocket costs of treatment;
 - (ii) explaining to the Member that they will pay for their treatment directly after each session and be responsible for claiming reimbursement from HCF;
 - (iii) explaining to the Member that they must continue to meet the Policy Eligibility Criteria during their entire Program to be entitled to reimbursement from HCF;
 - (iv) explaining to the Member that they can withdraw their consent at any time but will not be entitled to reimbursement of any further treatment expenses by HCF thereafter;
 - (b) ensure the Member properly completes and signs the Program Consent Form (if the Member intends to provide consent to participate in the Program); and
 - (c) ensure that the Member's consent is provided voluntarily, with adequate information, and with the capacity to understand its implications.
- 2.4 The Provider will not permit a Member to participate in the Program if:
 - (a) HCF determines and advises the Provider that a Member described in clause 2.2 does not meet the Policy Eligibility Criteria;
 - (b) The Member does not agree with or intend to consent to participate in the Program including the terms and conditions including those described in clause 2.3 above.
- 2.5 For any Member who will not participate in the Program such as for the reasons in clause 2.4 above the Provider will inform the Member

that out-of-pocket expenses will apply (but eligible Members may be able to use their HCF extras cover up to available limits).

3 PROGRAM DELIVERY AND REQUIREMENTS

- 3.1 If a Member consents to participate in the Program in accordance with clause 2.3 (Eligible Member), the Provider will:
- (a) provide the Services using only Participating Practitioners who are Recognised Providers and certified by La Trobe University as certified providers of the GLA:D® Program for Osteoarthritis
 - (b) provide the Program to the Eligible Member in accordance with the GLA:D® Program for Osteoarthritis requirements for certified Providers (as set out in the Provider's GLA:D® Program for Osteoarthritis agreement with La Trobe University)
 - (c) provide the Program to the Eligible Member in a manner that meets the definition of a 'chronic disease management program' under rule 12 of the Business Rules, as amended from time to time including:
 - (i) providing a written plan to the Eligible Member that specifies the Services to be provided, the frequency and duration of the provision of those services, and the date for review of the plan
 - (ii) obtaining the Eligible Member's consent to the plan before commencing provision of the Services under the Program
 - (iii) ensuring the Program is coordinated by a Participating Practitioner who will provide the Services according to the plan and will monitor the Eligible Member's compliance with the goals and activities in the plan.
- 3.2 If there are any changes to the requirements under clause 3.1(c) or the *Private Health Insurance Act 2007*, the *Private Health Insurance (Risk Equalisation Policy) Rules 2015* or any other relevant legislation that affects the way the Program must be provided, HCF will notify the Provider of the relevant changes and any required changes to the Program. The Provider must ensure the changes are implemented as soon as reasonably practicable.

4. INVOICING AND PAYMENT

- 4.1 After a Participating Practitioner provides a Service specified in item 4 of Schedule A to an Eligible Member, the Provider must invoice the Eligible Member an amount that is no greater than the relevant maximum charge also specified in item 4 of Schedule A.
- 4.2 On each invoice issued to an Eligible Member under clause 4.1, the Provider must include the details specified in item 5 of Schedule A.
- 4.3 Except for the amounts specified in clause 4.1, the Provider must not charge Eligible Members any other fees for the Services.

5. PROVIDER OBLIGATIONS

- 5.1 The Provider must:
- (a) comply with all applicable laws in the conduct of its business and the performance of these terms and conditions;
 - (b) promptly notify HCF of any new Participating Practitioners or any Providers who are no longer Participating Practitioners; and
 - (c) notify HCF immediately if any material issues arise with the accreditation of the Provider or Participating Practitioners, including if the relevant accreditation lapses or is suspended, or if the Participating Practitioners cease to be Recognised Providers or certified to provide the GLA:D® Program for Osteoarthritis by La Trobe University.

6. RECORDS AND REVIEW

- 6.1 The Provider must maintain accurate and understandable records of each Service provided to Members, which include:
- (a) the Member's details, including full name, date of birth, gender, address and contact details
 - (b) date and time of each Service provided
 - (c) description of the Service
 - (d) details of the clinical assessment conducted to determine the Member meets the Clinical Eligibility Criteria
 - (e) the full name and accreditation number of the Participating Practitioner who provided the Service
 - (f) completed and signed Program Consent Form.

(Member Records).

- 6.2 The Provider must keep the Member Records for at least 7 years and must regularly back-up electronic records with a duplicate copy stored securely off site.
- 6.3 The Provider must maintain the Records in English.
- 6.4 The Provider must make available to HCF, within 14 days of a written request from HCF, any information or documents relating to a Member including receipts or invoices issued to Members for the Services or Member Records.
- 6.5 HCF may seek from the Provider the repayment of any benefits paid to the Member that the Member was not entitled to receive due to a breach by the Provider of this Agreement. HCF must notify the Provider in writing of the details of the benefits incorrectly paid and the amount accordingly owed by the Provider. The Provider must pay this amount as a debt owing to HCF within 30 days of receiving the notice.
- 6.6 It is the sole responsibility of the Provider to obtain and maintain valid informed consent from each relevant Member for the Provider to collect, use, store and disclose the Member Data as required under these terms and conditions.

7. PRIVACY AND MARKETING

- 7.1 HCF handles personal information it collects in accordance with the HCF Group Privacy Policy which forms part of these terms and conditions. The HCF Group Privacy Policy explains how the Provider may complain about a privacy breach, how HCF will deal with the complaint and how the Provider can request access to and correction of the personal information HCF holds about the Provider. A copy of the HCF Group Privacy Policy can be found at hcf.com.au/privacy-policy or obtained by calling **13 13 34**.
- 7.2 The Provider must comply with the *Privacy Act 1988* (Cth) as if it is an "organisation" for the purposes of that Act, any applicable State or Territory legislation relating to privacy and the HCF Group Privacy Policy.
- 7.3 The Provider consents and must procure the consent of the Participating Practitioners to HCF collecting, using and disclosing their personal information for the purposes of:
- (a) administering, managing, monitoring and reporting on the Program;
 - (b) assisting Providers and Participating Practitioners to determine Member eligibility for the Program;
 - (c) contacting Providers and Participating Practitioners about the Program including, for example, to assist with Program delivery or to obtain feedback;
 - (d) obtaining, reviewing and verifying Member Records from Providers and Participating Practitioners;
 - (e) understanding and responding to, where appropriate, Member feedback on the Program, a Provider and/or a Participating Practitioner; and/or
 - (f) promoting and informing Members and the general public about Providers and Participating Practitioners involvement in the Program.
- 7.4 The personal information subject to clause 7.3 above will include:
- (a) Providers' and Participating Practitioners' name, contact and other practice details;
 - (b) Providers' and Participating Practitioners' billing and pricing information in relation to the Program;
 - (c) other personal information which may be provided to HCF in the course of questions, enquiries or feedback about the Program;
 - (d) other personal information HCF reasonably requests or obtains from time to time for a purpose described in clause 7.3 above;
 - (e) other personal information HCF requests or obtains from time to time with the prior consent of the Provider or Participating Practitioner(s).
- 7.5 HCF may collect Providers' and Participating Practitioners' personal information directly and indirectly including through the HCF website, brochures, HCF mobile apps and other promotional literature and activities.
- 7.6 No Provider or Participating Practitioner will advertise or utilise any marketing material, logos, trade names or other materials belonging to HCF, or represent that the Provider is endorsed by HCF, without obtaining prior approval in writing from HCF.

8. INDEMNITY

- 8.1 Without limiting HCF's liability under clause 11, the Provider agrees to indemnify HCF and keep HCF indemnified against all losses, liabilities, expenses and costs (including legal costs) arising out of the Provider's provision (or non-provision) of the Program to a Member, any negligent, fraudulent or criminal act or omission, wilful misconduct by the Provider, its employees, contractors or agents, or any breach of this Agreement by the Provider, 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 or by a breach of this Agreement by HCF.

9. TERM AND TERMINATION

- 9.1 This Agreement commences on the date HCF accepts the Provider's offer to participate in the Program
- 9.2 Either party may terminate this Agreement without cause by giving the other party 30 days prior notice in writing. From the date a party receives the termination notice, the Provider must not provide the Program to any new Members who have not already received the notice under clause 2.3.
- 9.3 Without limiting clause 9.1, HCF may terminate this Agreement immediately by notice in writing to the Provider if:
- (a) the Provider commits a material breach of this Agreement
 - (b) the registration status of any of the relevant Participating Practitioners with the relevant professional body is suspended or withdrawn
 - (c) the relevant Participating Practitioner ceases to be a Recognised Provider
 - (d) the Provider has engaged or HCF has reasonable grounds for suspecting that the Provider has engaged in any type of fraudulent or misleading behaviour.
- 9.4 Without limiting clause 9.1, the Provider may terminate this Agreement immediately by notice in writing to HCF if HCF commits a material breach of this Agreement.
- 9.5 In the event this Agreement terminates under this clause 9, HCF may require the Provider to complete the provision of the Program to any Eligible Members to whom the Provider has commenced providing the Services prior to the date a party receives the notice of termination, by providing notice to the Provider within 48 hours of the date of the termination notice. The Provider acknowledges that it may be required to provide the Program after the effective date of termination of this Agreement.
- 9.6 If HCF provides a notice under clause 9.5, HCF will pay benefits to the Eligible Member for each completed Service subject to the Provider complying with the requirements set out under this Agreement and the Eligible Member claiming benefits for these Services.

10. MISCELLANEOUS

- 10.1 Assignment – this Agreement may not be assigned by the Provider.
- 10.2 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.
- 10.3 Confidentiality – the parties acknowledge that information disclosed by or learned from one party under this Agreement is confidential information of that party, and the other party must not permit any of their 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 the disclosing party. This clause 10.3 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.
- 10.4 Survival – termination of this Agreement does not relieve any party from their obligations under clauses 6.1, 8.1, 9.6, 9.7, 10.3 and any other provisions which by their nature continue.
- 10.5 Entire understanding – this Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement.
- 10.6 Variation – this Agreement may be varied:
- (a) by HCF giving the Provider 30 days prior notice in writing
 - (b) immediately upon written notice by HCF if necessary in order to comply with any applicable law or regulatory action.
- 10.7 Governing law – the law of New South Wales governs this Agreement.

11. AUSTRALIAN CONSUMER LAW

- 11.1 To the extent that the Provider acquires 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) when it is fair and reasonable to do so.
- (a) resupplying the services
 - (b) paying the cost of having the services supplied again.

SCHEDULE A

1 Program

2 Program Information

If a Provider determines that a Member meets the Clinical Eligibility Criteria to participate in the HCF No-Gap GLA:D® Knees Program, the Provider will provide to the Member:

- A copy of the GLA:D® Program for Osteoarthritis information sheet / brochure or other document explaining:
 - the expectations of the Member regarding participation in the Program including completion of the GLA:D® Program for Osteoarthritis and completion of all member feedback surveys and activities in order to be fully reimbursed for all out-of-pocket costs of treatment;
 - to the Member that they will pay for their treatment directly after each session and be responsible for claiming reimbursement from HCF;
 - to the Member that they must continue to meet the Policy Eligibility Criteria during their entire Program to be entitled to reimbursement from HCF;
 - to the Member that they can withdraw their consent at any time but will not be entitled to reimbursement of any further treatment expenses by HCF thereafter
- A copy of The HCF No-Gap GLA:D® Knees Program – COLLECTION NOTICE AND CONSENT FORM

3 Services

The Provider will provide the following services as part of the Program:

- i. Determining whether the Member meets the Clinical Eligibility Criteria
- ii. Obtaining the Member's consent and sharing the Member's name and HCF membership number with HCF so that HCF can determine whether the Member meets the Policy Eligibility Criteria
- iii. Providing and explaining the Program Information and Program Consent Form to Members, as applicable
- iv. Providing the GLA:D® Program for Osteoarthritis in particular:
 - (a) an initial assessment, including a 30-second chair stand test and a 40m walk test.
 - (b) 12 x 1-hour group exercise sessions over 6 weeks
 - (c) 2 education sessions (60-90 minutes each)
 - (d) 3-month follow-up assessment to repeat tests, review goals and plan next steps.

(Treatment Services)

- v. Invoicing Eligible Members
- vi. Maintaining the Member Records including the Program Consent Form

4 Maximum charges for treatment services

After a Participating Practitioner provides one of the following Treatment Services to an Eligible Member, the Provider must invoice the Eligible Member an amount that is no greater than:

- HCF No-Gap GLA:D® Knees Program Initial 1:1 Assessment (GLA01) **\$130**
- HCF No-Gap GLA:D® Knees Program Education Session (GLA02) **\$45**
- HCF No-Gap GLA:D® Knees Program Supervised Exercise Sessions (GLA03) **\$45**
- HCF No-Gap GLA:D® Knees Program Follow Up 1:1 Assessment (GLA04) **\$90.**

5 Invoicing

On each invoice issued to an Eligible Member under clause 4.1, the Provider must include the relevant description and item number for the service as follows:

- HCF No-Gap GLA:D® Knees Program Initial 1:1 Assessment (GLA01).
- HCF No-Gap GLA:D® Knees Program Education Session (GLA02).
- HCF No-Gap GLA:D® Knees Program Supervised Exercise Sessions (GLA03).
- HCF No-Gap GLA:D® Knees Program Follow Up 1:1 Assessment (GLA04).