1. Relationship between MHS and Entitled Personnel
   1.1 The relationship between MHS and Entitled Personnel is not the same as the relationship between Medibank Private Limited (MPL) and MPL’s eligible members. MHS is not paying benefits as the insurer of Entitled Personnel. Rather, MHS agrees to pay a fee for the treatment of Entitled Personnel.

2. Consideration
   2.1 The consideration for this agreement is your potential access to patients and associated revenue streams. These are made available by MHS in exchange for your provision of services to Entitled Personnel.

3. Operational procedures
   3.1 You must follow the operational procedures attached to this Provider Agreement, as updated from time to time by MHS (Operational Procedures). The Operational Procedures are incorporated into this agreement.

4. Charges
   4.1 MHS will pay you according to the Schedule of Fees for all treatments on that schedule that you provide to Entitled Personnel. The Schedule of Fees is available at www.medibankhealth.com.au/defenquiries.
   4.2 The explanations, definitions, rules and conditions that apply to the Medicare Benefits Schedule ('MBS Rules') apply to the Schedule of Medical Specialist Fees for Australian Defence Force Entitled Personnel. If, at any time for any service provided under this agreement, less than the full Medicare Benefit Schedule fee would be chargeable under the MBS Rules, (e.g. multiple procedures in the same occasion of service) then for that service you can charge only the percentage of the applicable fee in the Schedule of Fees that is chargeable under the MBS Rules.
   4.3 MHS is responsible for all fees payable for the treatment of Entitled Personnel in accordance with this Provider Agreement. You must not under any circumstances charge Entitled Personnel any part of the charges for a treatment that is provided under this Provider Agreement.

5. Invoicing
   5.1 Invoices must be sent to MHS in accordance with the Operational Procedures. Invoices must contain the information specified in the Operational Procedures. MHS will use its best endeavours to pay within 14 days upon receipt of a valid invoice.
   5.2 MHS will pay an amount on account of GST where you are registered for GST and provide a correctly rendered tax invoice for the treatment provided. Where applicable, supplies provided by you to Entitled Personnel will be treated (if you are registered for GST) as a taxable supply in accordance with section 38-45(3) and section 38-60(4) of the A New Tax System (Goods and Services Tax) Act 1999. You must promptly inform MHS if your GST registration status changes.

6. Additional disclosure requirements
   6.1 MHS may request and you must provide evidence of all licences, registrations and other approvals required to be held in order for you to treat Entitled Personnel.
   6.2 You must promptly notify MHS of any suspension or termination, or any other change imposed in response to unsatisfactory performance, complaints or concerns, to the licences, registrations or other approvals which you must hold in order to treat Entitled Personnel, and cooperate with MHS in any related investigation.

6.3 You must co-operate fully and provide timely and appropriate assistance to any investigation of a complaint or clinical incident related to the provision of services.

6.4 Defence may require health information about the Entitled Personnel referred to you, and MHS may request that information from you for the primary purpose of providing it to Defence. You agree to provide such information on MHS’ request; provided the Entitled Person has consented to that provision, or it is otherwise permitted or required by law. MHS agrees to keep such health information confidential in accordance with relevant privacy legislation and standards, including the Privacy Act 1988 (Cth).

7. Standard of service
   7.1 You must provide services to Entitled Personnel with all due care, skill and diligence, and at a minimum with the degree of care, skill and diligence that a reasonable person with your qualifications would exercise if they were treating Entitled Personnel.
   7.2 You must comply with all laws applicable to your treatment of Entitled Personnel, including privacy laws.

8. Restricted Services
   8.1 Subject to paragraph 8.2, you must not provide any service to Entitled Personnel, nor refer Entitled Personnel to a health practitioner to provide a service, that:
      a) is a medical treatment not listed in the Medical Benefits Schedule;
      b) is a dental treatment that does not have a current Australian Dental Association item number;
      c) is specified in Defence’s list of restricted treatments (available on request), which includes items such as cosmetic plastic surgery,
      (together, “Restricted Services”).
   8.2 You may provide or refer an Entitled Person for a Restricted Service, if:
      a) you first obtain approval from the referring medical officer in accordance with the Operational Procedures; or
      b) it is clinically appropriate to provide the Restricted Service and it is not practicable in the circumstances to obtain the medical officer’s prior approval.
   8.3 If you provide or refer an Entitled Person for a Restricted Service under clause 8.2(b), you must as soon as practicable notify the medical officer and provide relevant details of the treatment as required by the Operational Procedures.
   8.4 MHS will not be liable to pay for any Restricted Service provided to Entitled Personnel where clause 8.2 has not been complied with.

9. Term
   This agreement will commence on execution by you and will continue until it is terminated. Either party may terminate this agreement at any time, for any reason by notifying the other party in writing.

10. Special Meanings
    In this agreement, the term ‘Medicare Benefits Schedule’ means the General Medical Services Table, the Pathology Services Table and the Diagnostic and Imaging Services Table included in regulations made under the Health Insurance Act 1973, as amended from time to time, which are reproduced as a publication called ‘Medicare Benefits Schedule’ by the Department of Health and Ageing.