

# Garrison Health Services

## Provider Terms and Conditions



1. **Relationship between Medibank Health Solutions (MHS) and Entitled Personnel (EP)**
  - 1.1 The relationship between MHS and EP 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 EP. Rather, MHS agrees to pay a fee for the treatment of EP.
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 EP.
3. **Operational Procedures**
  - 3.1 You must follow (and ensure Your Providers follow) the Operational Procedures attached to this agreement, as updated from time to time by MHS (**Operational Procedures**). The Operational Procedures are incorporated into this agreement.
4. **Charges**
  - 4.1 You may invoice MHS according to the Schedule of Fees for all treatments on that schedule which you or Your Providers provide to EP. The Schedule of Fees is available at [medibankhealth.com.au/garrisonhealthservices](http://medibankhealth.com.au/garrisonhealthservices) and is updated from time to time.
  - 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 (ADF EP). 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 You must not under any circumstances invoice or charge EP for any treatment that is provided under this agreement. All invoices are to be sent to MHS.
5. **Invoicing**
  - 5.1 Invoices must be in the form specified in the Operational Procedures (including all required data and particulars of the treatment provided) and sent electronically (email), by fax or by post to MHS within 12 months of the treatment date. MHS will use its best endeavours to pay within 21 days upon receipt of a valid, correctly rendered invoice.
  - 5.2 MHS will use its best endeavours to pay:
    - Allied Health providers within 14 days,
    - Medical Specialists within 21 days,upon receipt of a valid, correctly rendered invoice.
  - 5.3 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 EP 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/warranty**
  - 6.1 You warrant that you (and each of Your Providers):
    - a) hold all required qualifications, licenses, approvals and registrations, and are appropriately credentialed to provide the treatments to the EP; and
    - b) the licenses, approvals and registrations required by paragraph (a) above, are not subject to any conditions, notations or undertakings; and,
    - c) are not a 'prohibited person' under child protection legislation in your state/territory.
  - 6.2 MHS may request and you must provide (and ensure Your Providers provide) evidence of the licences and registrations which are required to be held by you by paragraph 6.1.
  - 6.3 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 and registrations which are required to be held by you by paragraph 6.1, and cooperate with MHS in any related investigation.
  - 6.4 You must cooperate (and ensure Your Providers cooperate) fully and provide timely and appropriate assistance to any investigation of a complaint or clinical incident related to the provision of services under this agreement.
7. **Confidentiality and Privacy**
  - 7.1 You must not (and You must ensure Your Providers do not) transfer any Personal Information held in relation to this agreement outside Australia, or allow any person outside Australia to have access to, use or disclose Personal Information that you, or Your Providers, hold without the written prior consent of MHS. 'Personal Information' has the same meaning as in section 6 of the *Privacy Act 1988 (Cth)*, that is, information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

- 7.2 The ADF may require Personal Information (including health information) about the EP referred to you, and MHS may request that information from you for the purpose of providing it to The ADF. You agree to provide such information on MHS' request, provided the EP has consented to that provision, or it is otherwise permitted or required by law. MHS agrees to manage such information in accordance with any applicable Commonwealth, State or Territory privacy legislation, including the *Privacy Act 1988 (Cth)* (Privacy Laws).
- 7.3 You must comply (and ensure Your Providers comply) with all laws applicable to your treatment of EP, including Privacy Laws.
- 7.4 Your Personal Information will be used in connection with the provision of medical treatment to EP and will otherwise be handled in accordance with the *Medibank Health Solutions Privacy Policy* which is available at [medibankhealth.com.au](http://medibankhealth.com.au)
- 7.5 MPL and MHS may use your Personal Information to send you important information and newsletters in relation to this service or to contact you in relation to other programs and initiatives for which we believe your services may be appropriate.
- 7.6 You must promptly inform MHS as soon as you become aware or suspect that there has been a breach of Privacy Laws or of any section of these Terms and Conditions. In this event, you must immediately disclose to MHS all information relevant to the actual or suspected breach, co-operate with MHS in investigating whether the breach has occurred and the circumstances surrounding the breach, and give MHS all information and access to your premises, staff, processes, systems reasonably required by MHS for the purpose of carrying out an investigation into the actual or suspected breach.
- 8. Standard of service**
- 8.1 You must provide (and ensure Your Providers provide) services to EP 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 (or Your Providers) qualifications would exercise if they were treating EP.
- 9. Restricted Services**
- 9.1 Subject to paragraph 9.2, you must not provide (and must ensure Your Providers do not provide) any service to EP, nor refer EP to a health practitioner to provide a service, that:
- is *not* listed in the Medicare Benefits Schedule; or
  - is listed in any list of prohibited services provided by MHS (as updated from time to time), (together, **Restricted Services**).
- 9.2 You (and Your Providers) may provide or refer an EP for a Restricted Service, if:
- you/Your Provider first obtain(s) approval from the referring Medical Officer in accordance with the Operational Procedures; or
  - 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.
- 9.3 If you/Your Provider provide(s) or refer(s) an EP for a Restricted Service under paragraph 9.2(b), you/Your Provider must as soon as practicable notify the Medical Officer and provide relevant details of the treatment as required by the Operational Procedures.
- 9.4 MHS will not be liable to pay for any Restricted Service provided to EP where paragraph 9.2 has not been complied with.
- 10. Changes to Terms**
- 10.1 MHS may alter any part of these Terms and Conditions at any time without notice and in its absolute discretion. Any change in the Terms and Conditions is effective immediately upon MHS:
- posting the changed Terms and Conditions on [medibankhealth.com.au/garrisonhealthservices](http://medibankhealth.com.au/garrisonhealthservices); or
  - sending a message, either by electronic mail or conventional mail, notifying you of the change, whichever is earlier. If any change to these Terms and Conditions is unacceptable to you, you should immediately stop providing services to EP. However, if you continue to provide such services after the date on which the changes become effective, you will be deemed to have accepted the changes.
- 11. 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.
- 11.1 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.
- 11.2 In this agreement, 'Your Provider' means any person whom you engage (for example by employment or contract, but not by further referral) to provide treatment to EP.

**For further information:**

Call: **1300 126 420**

Email: [adfenquiries@medibank.com.au](mailto:adfenquiries@medibank.com.au)

Go to: [medibankhealth.com.au/garrisonhealthservices](http://medibankhealth.com.au/garrisonhealthservices)