
BUPA MEDICAL GAP SCHEME

Terms and Conditions July 2014



How these Terms and Conditions apply

These Terms and Conditions apply to medical practitioners using the Bupa Medical Gap Scheme to eliminate or reduce the gap for their patients.

A medical practitioner agrees to be bound by these Terms and Conditions (as amended from time to time) when:

- (a) that medical practitioner becomes a Registered Medical Gap Scheme Practitioner; and
- (b) each time that the medical practitioner submits a claim using the Medical Gap Scheme.

The most current Medical Gap Scheme Terms and Conditions are available by visiting the Bupa website: bupa.com.au/for-providers

Patient relationship

Bupa acknowledges that medical practitioners are to exercise their independent clinical judgement at all times in relation to the provision of services to eligible Bupa members. Bupa will preserve medical practitioners' professional freedom and will not interfere in the autonomous relationship between medical practitioners and their patients. Bupa accepts no responsibility (other than paying benefits) for the medical treatment of members.

Patient eligibility

The Medical Gap Scheme shall apply only to those services which are provided by the medical practitioner to eligible Bupa members where the member has been admitted to a licensed hospital or day hospital.

An eligible Bupa member means a person who at the time of receiving an episode of hospital care:

- is a financial member and holds hospital cover with Bupa;
- has served applicable waiting periods, including the 12 months waiting periods for pre-existing ailments and obstetrics; and
- is a patient as defined by section 3(1) of the *Health Insurance Act 1973*.

In addition, benefits shall only be paid by Bupa where the services received by an eligible Bupa member:

- are eligible for Medicare benefits;
- are not compensable services, that is, where compensation, damages or benefits may be claimed from another source (e.g. Workers' Compensation, Compulsory Third Party Insurance, Common Law Damages, Government Programs and Agencies, Travel Insurance and Sports Insurance, etc);
- do not relate to cosmetic surgery; and
- are not subject to exclusion under the member's hospital cover.

 **Patient eligibility may be checked electronically via ECLIPSE or by calling 134 135 and choosing the provider option 3.**

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Benefit

Payment of the Medical Gap Scheme benefit is conditional upon the medical practitioner:

- registering as a Medical Gap Scheme practitioner;
- accepting the Medical Gap Scheme benefit as full payment, with no further charges to the patient (unless the practitioner is also registered as a Known Gap provider). Additional charges cannot be raised under the guise of other miscellaneous items such as administration fees, booking fees or any other item not being a professional service described by a Medicare MBS item number;
- providing valid bank account details for payment via EFT; and
- providing a valid email address for communication purposes.

Bupa will ensure that the Medical Gap Scheme benefit payable to a Registered Medical Gap Scheme Practitioner will be identified by Medicare Benefits Schedule (“MBS”) item numbers and will comply with MBS rules.

The Medical Gap Scheme Schedule of Benefits for each State is available by visiting the Bupa website:

bupa.com.au/for-providers

Indexation of Benefit

Indexation of Medical Gap Scheme benefits (excluding diagnostic benefits) occurs in line with annual Medicare Australia reviews unless otherwise advised by Bupa and shall be determined at Bupa’s absolute discretion by taking, amongst other things, into account the following matters:

- the movement in labour price applicable in the specified State and as published by the Australian Bureau of Statistics;
- the index of movements in Consumer Prices (all groups) applicable in the specified State and as published by the ABS; and
- the index of recognised movements in Medical Indemnity rates applicable to the specified discipline.

Submission of claims

A medical practitioner acknowledges that if a claim is submitted using the Medical Gap Scheme, the practitioner is representing to Bupa that Bupa may claim the Medicare benefit on behalf of that patient (and that the practitioner has obtained the Bupa member’s consent to do so) and may pay a benefit directly to that practitioner.

Claims for services provided to eligible Bupa members may be submitted either electronically or via paper. Relevant patient details must be submitted, including patient’s name, address and date of birth, Medicare card number and patient suffix, Bupa membership number, date of services, MBS item numbers and fee charged. Incomplete claims will be rejected and returned.

ECLIPSE electronic claiming

ECLIPSE is a claiming system that uses the internet to link medical providers, health funds and Medicare and is secured by Public Key Infrastructure.

All transmissions made via ECLIPSE are first sent to Medicare and then to the health funds. This enables real time delivery of rejection information.

The system is designed to save time and money for all participants and Bupa commends its use to all medical practitioners. Further information may be obtained from software vendors or the Medicare Australia eBusiness Service Centre on 1800 700 199. A web based enrolment facility can be found at:

 **medicareaustralia.gov.au/provider/business/online/eclipse/**

Paper claiming

Paper claims must include the Bupa Batch Header Form accompanied by either the practitioner’s own account forms or Bupa’s Doctor Account Forms.

The medical practitioner should keep relevant claim documents for such minimum time as specified by Medicare from time to time and as otherwise required by law.

Practitioners acknowledge that Bupa cannot legally process a paper claim through the Medical Gap Scheme system if it has already been processed by Medicare.

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Payment of claims

Bupa will use reasonable endeavours to pay valid claims within 20 working days after receipt by Bupa, providing that the Medicare rebate in respect of such services has been received by Bupa from Medicare. Use of the ECLIPSE system will shorten the average time of payment. A valid claim means a claim submitted by the medical practitioner on behalf of an eligible Bupa member, which complies with these terms and which Medicare subsequently accepts for payment.

Bupa requires all Medical Gap Scheme payments to be made into one or more bank accounts nominated by the medical practitioner. A Medical Gap Scheme Application Form will need to be completed including the medical practitioner's banking details to use the direct credit facility.

You'll receive reports from Bupa detailing the outcome of your payment. Approved payments will be credited to your nominated bank account. A Medical Gap Scheme Direct Credit Statement is available via Bupa's secure provider website. To be able to gain access to online Direct Credit Statements, please visit the Bupa website: bupa.com.au/for-providers and complete the Bupa Medical Benefit Statement Access Form.

Co-management arrangements between referrers and surgeons

Bupa will not pay any Medical Gap Scheme benefit where a Registered Medical Gap Scheme Practitioner that is a surgeon makes a payment to any person who refers an eligible Bupa member to them unless:

1. The co-management arrangement (whether for ophthalmological services or not) complies with the Co-Management Policy Statement of the Royal Australian and New Zealand College of Ophthalmologists; and
2. The eligible Bupa member has been made aware of all fees associated with services by the referring person.

Anaesthetic services

Bupa's Medical Gap Scheme schedule of anaesthetic benefits reflects a single dollar benefit per Basic, Time and Modifier unit.

Medical perfusion services

Practitioners may not use the Medical Gap Scheme for medical perfusion services where a clinical perfusionist is in attendance. Medical perfusion services provided by a practitioner who is a medical perfusionist at hospitals where clinical perfusionists do not operate are eligible for payment at the Medical Gap Scheme benefit level via the Health Insurance Commission two-way claiming system.

Assistance at operation

The Medical Gap Scheme benefit for services defined by MBS items 51300, 51315 or 51318 is 100% of the MBS schedule fee. The standard Medical Gap Scheme benefit is available for items 51303, 51306, 51309 and 51312.

Derived fee items

The Medical Gap Scheme benefit for derived fee items including assistance at operation and diagnostic items is calculated by multiplying the published Medical Gap Scheme percentage and the item's derived MBS fee.

Services where Medical Gap Scheme benefits are limited to 100% of the MBS fee

In the following cases, Bupa will pay direct billed accounts at 100% of the MBS schedule fee provided that there is nothing further for the eligible Bupa member to pay:

- services provided in public hospitals by medical practitioners whose benefits are paid into a private practice fund or an account administered by a public hospital. Practitioners must identify their employing hospital(s) and associated provider numbers on their registration forms. Provider numbers under which services are delivered at locations other than the employing hospital(s) should also be clearly listed on the registration form. These latter services will attract higher Medical Gap Scheme benefits
- some MBS items are paid at 100% of the MBS schedule fee. Most medical perfusion and minor assistant at operation services are in this category.

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Information to members

Medical practitioners may consent to Bupa giving Bupa members practitioners practice details (and their use of the Bupa Medical Gap Scheme), in which case, they will be communicated by Bupa as Medical Gap Scheme providers through its ordinary customer communications channels (including without limitation Bupa websites, call centres and retail centres) and in material that may be distributed to Bupa members from time to time. This is optional, and the Medical Gap Scheme may still be used by practitioners registered for the Scheme who do not give their consent to the publication of their information.

Bupa expects that medical practitioners who choose to be included in Bupa communications as Medical Gap Scheme users will use the Medical Gap Scheme in all instances. Please do not list yourself if this is not the case.

Bupa members may access the details of medical practitioners who have elected to list themselves as Medical Gap Scheme users from the call centre, website or retail centres and any other channel used by Bupa to communicate with members from time to time.

Medical practitioners may withdraw their details from the list of Medical Gap Scheme users by giving Bupa 60 days written notice of their intention.

Bupa may withdraw a medical practitioner's name from its publications and communications, if:

1. It does so for all medical practitioners within a discipline;
2. Bupa reasonably believes that the Medical practitioner has not complied with Bupa's Medical Gap Scheme Terms and Conditions; or
3. If the medical practitioner is or becomes unregistered under the laws of the relevant State in which case they must notify Bupa.

In cases 2 and 3 above, Bupa may remove the medical practitioner's name and details from its communications and publications without notice. In all other cases, Bupa shall give the practitioner 60 days written notice.

Bupa's Medical Gap Scheme deregistration procedure

Bupa may deregister a Registered Medical Gap Scheme Practitioner from the Bupa Medical Gap Scheme by giving the practitioner written notice of deregistration if:

1. The practitioner breaches any provision of these Terms and Conditions on three separate occasions as notified in writing;
2. If in Bupa's reasonable opinion, the practitioner's conduct may adversely impact the goodwill, reputation or business of Bupa at any time; or
3. The practitioner is convicted of a criminal offence relating to their practice including, without limitation, a fraud offence.

Before Bupa exercises its rights under Bupa's deregistration procedures in relation to particular conduct, Bupa will:

1. Give the Registered Medical Gap Scheme Practitioner a written notice setting out reasons for deregistration; and
2. Except where, in Bupa's opinion, deregistration is urgently required to protect the interest of Bupa or Bupa members, provide the Registered Medical Gap Scheme Practitioner with an opportunity to make submissions in relation to the matters set out in the written notice referred to in 1.

Deregistration is for a minimum period of 6 months but Bupa may, in its absolute discretion, elect to re-register a practitioner prior to the expiry of 6 months.

For more information:

Medical Practitioners requiring further information on Bupa's Medical Gap Scheme can visit Bupa's website at **bupa.com.au/for-providers**