



Bupa Health Services Pty Ltd

ADF Service Provider Agreement: Terms and Conditions

for the provision of services to Eligible Personnel of the Department of Defence

1 Eligible Personnel

1.1 Relationship between Bupa and Eligible Personnel

- (a) Bupa Health Services Pty Ltd (ACN 003 098 655) (**Bupa**) has been contracted by the Department of Defence (**Defence**) to enable access to, and the provision of, quality health care services for Eligible Personnel (**EP**). The ADF Health Services Contract (**Head Contract**) provides the framework within which these services are to be provided.
- (b) The relationship between Bupa and EP is governed by the Head Contract and is not the same as the relationship between Bupa HI Pty Ltd (ACN 000 057 590) (**Bupa Health Insurance**) and Bupa Health Insurance's members. Bupa is not paying benefits as the insurer of EP. Rather, Bupa agrees to pay you, as a Service Provider, a fee for the treatment of EP provided in accordance with this Service Provider agreement (**Provider Agreement**).

1.2 Relationship between you, Bupa and Defence

You acknowledge and agree that you (and each of Your Providers), in providing treatment to EP:

- (a) are not Defence's or Bupa's employees, partners, legal representatives, agents, joint venturers or franchisees;
- (b) do not have a contractual relationship with Defence and the nature of your relationship with Bupa is governed by this Provider Agreement;
- (c) have no right or authority to bind Defence or Bupa, assume or create any obligations for or on behalf of Defence or Bupa, or make any representations or warranties for or on behalf of Defence or Bupa; and
- (d) are not entitled to any benefit from Defence or Bupa usually attributable to an employee.
- (e) For the avoidance of doubt this clause only applies in relation to the provision of treatment by you to an EP as contemplated by this Provider Agreement and does not affect any relationship you may otherwise have with Defence unrelated to this Provider Agreement.

1.3 Consideration

- (a) The consideration for this Provider Agreement is your potential access to EPs and an associated revenue stream. These are made available by Bupa in exchange for your provision of agreed services to EP in keeping with this Provider Agreement and the relevant Defence policies.
- (b) By entering into this Provider Agreement you acknowledge and agree that Bupa does not guarantee any minimum volume of Referrals to be made to you or Your Providers and you confirm that you have not relied on any representation in this regard.

2 Compliance with laws

You must, in the performance of this Provider Agreement, comply with and ensure that Your Providers comply with, the laws from time to time in force in the State, Territory, or other jurisdictions (including overseas) in which any part of this Provider Agreement is to be carried out.

3. Services delivered via Telehealth

Consultations via telephone and video conferencing for EPs may be performed where assessed by you (or Your Provider) as clinically appropriate. The referral must also be deemed suitable for telehealth by Defence, and clearly indicated and approved on the PM-528 referral. Any such consultations must be performed in accordance with the terms and conditions set out in this Provider Agreement and the relevant Defence policies. Consultations carried out via video conferencing with an EP must be conducted via the Covi platform, or another Defence approved platform as advised to Bupa by Defence in writing, which meets or exceeds the required privacy and security standards.

4. Warranties

You warrant that:

- (a) you (and each of Your Providers) hold all qualifications, professional memberships, accreditations, licences, approvals and registrations required by law or that would be held and maintained by a prudent provider of the treatments to EP, including the Australian Commission for Safety and Quality in Healthcare Standard for Credentialing and Defining the scope of Clinical Practice and, to the extent not inconsistent with it, those set out in the Defence Health Manual Vol 2 Part 17 Chap 2 - Workforce Governance Manual (including but not limited to valid Medicare Provider Numbers for the services), and are appropriately credentialed and qualified to provide treatments to EP;
- (b) the qualifications, professional memberships, accreditations, licences, approvals and registrations required by clause 4(a) are not subject to any conditions, restrictions notations or undertakings; and
- (c) you (and each of Your Providers) are not prohibited by legislation in your State/ Territory from working with children or vulnerable people.

5. Disclosure requirements

- (a) Bupa may request, and you must, within 3 business days of request by Bupa, use reasonable endeavours to provide, and ensure Your Providers provide, evidence of the qualifications, professional memberships, accreditations, licences, approvals and registrations which are required to be held by you (and each of Your Providers) by clause 4(a).
- (b) You must promptly notify Bupa upon becoming aware of:
 - 1. any complaint made against you or any of Your Providers to a complaints body or regulatory authority that may impact your ability to comply with this Provider Agreement or impact the reputation of Bupa and/or Defence; and
 - 2. 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 or Your Providers by clause 3(a).
- (c) You must cooperate (and ensure Your Providers cooperate) fully and provide timely and appropriate assistance to any investigation of a complaint, incident or unsatisfactory performance related to the provision of services under this Provider Agreement.

6. Standard of service

You must:

- (a) 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;
- (b) without limiting clause 2, comply with, and ensure Your Providers comply with, applicable WHS Legislation and you acknowledge and agree that you and Your Providers have a duty under applicable WHS Legislation to ensure, so far as is reasonably practicable, the health and safety of EP and other persons in connection with the provision of the services by you and Your Providers; and
- (c) ensure that the services are conducted in accordance with any e-Health standards recommended by, and any specifications sourced or developed by, the Australian Digital Health Agency, as provided by Bupa following instructions from Defence under the Head Contract.

7. Insurance

You must ensure that you and Your Providers at all times have and maintain appropriate insurance coverage, including but not limited to workers compensation insurance, professional indemnity insurance, public liability insurance and products liability insurance, for the type of services to be provided under this Provider Agreement. For professional indemnity insurance, the minimum required insurance coverage is:

- (a) the minimum amount specified by the Australian Health Practitioner Regulation Agency (**AHPRA**) Registration Standards for AHPRA governed Providers, or as otherwise required by the regulatory body governing the health services provided by You and Your Providers;
- (b) if the AHPRA Registration Standards do not specify a minimum amount, the following amounts (as relevant):
 - 1. for nurses, \$10 million per claim and in the aggregate; and
 - 2. for dentist practitioners, \$10 million per claim and in the aggregate; or
 - 3. for non-AHPRA governed Service Providers, an amount to be agreed with Bupa in writing.

8. Confidentiality and privacy

- (a) You must not (and ensure Your Providers do not) disclose any Commonwealth (including Defence) Data held in relation to your provision of services under this Provider Agreement except where necessary to comply the terms of this Provider Agreement or with the written prior consent of Bupa.
- (b) You must comply (and ensure Your Providers comply) with all laws applicable to the handling by you (and each of Your Providers) of any Personal Information obtained in the course of performing this Provider Agreement.
- (c) You must not (and you must ensure Your Providers do not) transfer, transmit, store or disclose any Personal Information or Commonwealth (including Defence) Data held in relation to your provision of services to an EP under this Provider Agreement outside Australia, or allow any person outside Australia to have access to, use or disclose any such Personal Information without the written prior consent of Bupa.
- (d) Defence requires Personal Information (including Health Information) about the EP referred to you to be provided to the Commonwealth, and Bupa will request that information from you for the purpose of providing it to Defence. You agree to use reasonable endeavours to provide such information within 5 business days of such a request, provided the EP has consented to that provision, or it is otherwise permitted or required by law. Bupa agrees to manage such information in accordance with any applicable Commonwealth, State or Territory privacy legislation and standards, including the Privacy Act 1988 (Cth) (**Privacy Act**) and the Australian Privacy Principles (together, the **Privacy Laws**).
- (e) You must ensure that, to the best of your knowledge, any Personal Information provided to Defence or Bupa pursuant to this Provider Agreement is accurate and complete. The information is to be of sufficient detail for the purposes of quality assurance, professional development, clinical and other health services research, defence of medicolegal litigation and Defence's assessment of a compensation claim by EP. For the purposes of this clause, "sufficient detail" requires:
 - 1. the record to clearly identify the EP;
 - 2. the record to contain a separate entry for each attendance by the EP for a service;
 - 3. the date on which the service was rendered or initiated;
 - 4. each entry to provide clinical information adequate to explain the type of service rendered or initiated;
 - 5. each entry to be sufficiently comprehensible so that another practitioner, relying on the record, can effectively undertake the EPs ongoing care; and
 - 6. that the record be completed at the time the practitioner rendered or initiated the service or as soon as practicable after the service was rendered or initiated by the practitioner.
- (f) Your Personal Information (and that of Your Providers) may be used in connection with the provision of treatment to an EP and will be handled in accordance with Bupa's Privacy Policy (as may be amended from time to time) which is available at on bupa.com.au/adfprovidernetwork.
- (g) Unless you notify Bupa otherwise, Bupa 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. You consent to Bupa sharing your Personal Information with its affiliated entities for these purposes.
- (h) You must promptly inform Bupa as soon as you become aware of, or suspect that there has been, a breach of:
 - 1. Privacy Laws; or
 - 2. information and communications technology securitythat may or will impact on Bupa, Defence, an EP or the services provided by you or Your Providers under this Provider Agreement. In either of these events, you must immediately disclose to Bupa all information relevant to the actual or suspected breach, co-operate with Bupa in investigating whether the breach has occurred and the circumstances surrounding the breach, and give Bupa all information and access to your premises, staff, processes and systems reasonably required by Bupa for the purpose of carrying out an investigation into the actual or suspected breach.

9. Advertising

- (a) Other than for clinical reasons, you must not issue, display or communicate any targeted advertising or marketing material directed at EP and/or their families on Defence premises regarding your products or services.
- (b) You may send any advertising or marketing material to an EP via post or email only after receiving their express written consent to do so.

10. Compliance to Defence Health Policies and Procedures

Defence has set the following principles and guidelines to assist you and Your Providers to adhere to relevant Defence policies and procedures in the provision of treatment to EP. Bupa will make available a copy of any specific Defence policies and

procedures which are relevant to the services you provide under this Provider Agreement and will provide a reasonable period of time for you to comply with such policies and procedures.

a. General principles

Defence will pay agreed expenses for approved healthcare to EP if:

- (a) the care is clinically necessary for the purpose of maintaining health and mental wellbeing, preventing disease, and diagnosing or treating an injury, illness or disability;
- (b) the care sustains or restores an EP to an operationally effective and deployable member of Defence;
- (c) the practitioner's peers could reasonably conclude that the services rendered or initiated by the practitioner were acceptable to the general body of their profession. This principle would eliminate most non-Medicare Benefits Schedule (MBS) items and any new medical procedures or remedies that have not been thoroughly and scientifically investigated and/or approved by the relevant governing body in Australia;
- (d) not for purely cosmetic purposes; and
- (e) accords with relevant Defence policy.

The Commonwealth will not fund an EP's participation in research projects or clinical trials.

b. Approval for accessing Defence funded care

Defence health facility-based Health Practitioners are responsible for the coordination of clinical care of an EP. The Defence Regional Medical Adviser or Commanding Officer of the relevant Joint Health Unit is the authority for determining and advising on the healthcare entitlements of the EP.

A Defence authorised Health Practitioner at a Defence health facility will conduct the initial consultation with an EP and decide if further advice or treatment from another Health Practitioner is appropriate. Health Practitioners authorised to make such an assessment and referral include medical practitioners, dental practitioners and nurse practitioners based in a Defence health facility. Referrals may also be generated within agreed parameters by Defence approved:

- (a) mental health professionals;
- (b) Alcohol and Drug Program Centre staff for external alcohol and drug programs; and
- (c) Medical, Assessment, Triage and Referral Service and Mental Health Phone Triage Service Clinicians (as supplied by Bupa under the Head Contract).

If referral is appropriate and the service is not provided within the Defence Health facility (or an adjacent Defence Health facility as determined by Defence), the Defence authorised Health Practitioner will determine the appropriate health practitioner or service to refer the EP within Bupa's network of providers and raise a Defence referral form (**Referral Form**). Referral to non-network providers may be authorised by Defence based on the clinical justification of the referring Health Practitioner.

A Defence Referral Form must have a Defence Approval Number (**DAN**) for the referral to be an approved 'purchase order' and subsequently actioned by you or Your Provider.

You must ensure that you sight the Referral Form at the time of request. Defence referrers consider both clinical and operational requirements when determining appointment priority. It is expected that upon acceptance of a referral and via best endeavours, You (and Your Providers) will offer an appointment reflective of the required priority as listed below.

Priority 1 = <5 Working Days; Priority 2 = 5 - 20 Working Days; Priority 3 = 20 - 60 Working Days

You (and Your Providers) are only authorised to provide the services requested on that Referral Form. Bupa will assist in this regard by making the Referral Form available in its intelligent Booking and Referral System (iRBS).

c. Clinical Reports

Any care provided under this Provider Agreement is to be outlined to Defence in a clinical report from you (and Your Providers) (**Clinical Report**). The Clinical Report should contain accurate details consistent with the standards of service in clause 6 expected of you and must not be misleading.

You (and Your Providers) are to provide a Clinical Report after each consult for Medical Specialist and after the initial, every series of six and final consult for Allied Health. Clinical Reports are to be addressed to the referring Health Practitioner and are to be submitted according to the following table:

Type of Service Provider	Report Requirement
Medical specialists	Within five Working Days of the EPs consultation.
Dental specialists	A report (including a treatment plan) within three Working Days of the EPs consultation.

	A final report within three Working Days of the EP completing the treatment.
Allied health providers	A report (including a treatment plan) within three Working Days of the EPs consultation. A further report after each set of six visits, when there is relevant information to communicate to the treating doctor and when treatment is complete.
Off-base GPs	A summary of the consultation with the EP within two Working Days of completing the consultation

If a treatment plan is warranted for your proposed care, this should be included in your initial Clinical Report and progress against this plan advised in subsequent Clinical Reports.

Preparation of the Clinical Report is considered part of the care of an EP and cannot be billed for separately. If a comprehensive Clinical Report is requested by a Defence approved Health Practitioner, this is to be treated as a Restricted Service as outlined in clause 10.e.

If you do not provide a Clinical Report to accompany the services rendered by you under this Provider Agreement, Bupa retains the right to delay payment to you until this action is completed. Bupa's iRBS is designed to assist you with this obligation and this system satisfies the required standards of health information transmission.

d. On-referral for additional services that do not require additional approval

The on-referral by you or Your Providers for Pathology, Imaging and Radiology and Optical services that attract a rebate under the MBS and are clinically indicated in the management of the condition that the EP was referred for, does not require additional Defence approval. The original DAN must be annotated on the on-referral forms and you are to advise the referring Health Practitioner of this on-referral in your Clinical Report. All other on-referral requests are considered a Restricted Service. Further information regarding both Restricted and Non-Restricted services can be found at **bupa.com.au/adfprovidernetwork**

You and Your Providers must ensure the name of the referring Medical Officer and Health Centre, EPID and DAN is included on all request forms.

You and Your Providers must, where practicable on-refer Pathology, Imaging and Radiology and Optical services to Bupa's network of providers; a list of which can be found at **bupa.com.au/adfprovidernetwork** and may be updated from time to time.

e. Circumstances where additional approval is required for recommended services (Restricted Services)

You and Your Providers must seek further Defence approval and direction in writing through the referring Health Practitioner if you (or Your Provider) recommend or propose the following Restricted Services:

- (a) that the EP is reviewed and/or treated by another clinician or service other than those referred to in clause 10d (irrespective of whether that health care provider is a Bupa network provider);
- (b) an elective procedure or treatment that is likely to require the EP to be unfit for work for more than one day (the scheduling of which may require negotiation with Defence);
- (c) a course of management that goes beyond the scope of what was requested on the initial referral (examples include occupational therapy and surgery of greater complexity than anticipated);
- (d) that the EP is provided with health appliances or physiotherapy and rehabilitation items or equipment;
- (e) a treatment that is not listed on the MBS or does not attract an MBS rebate;
- (f) a treatment is not listed on the Pharmaceutical Benefits Scheme;
- (g) cosmetic plastic surgery in association with reconstruction following injury or a clear clinical indication that would warrant Defence's specific consideration; and/or
- (h) fertility investigations.

The parties acknowledge that Defence has the right, in its absolute discretion, to approve or not to approve the funding of care for EP, based on your or Your Providers clinical recommendation. It is expected that you or Your Providers will give due consideration to any preferred supplier arrangements that may be appropriate in making this recommendation.

Direction and/or approval for Restricted Services is to be sought through the submission of your Clinical Report to the referring Health Practitioner at the Defence health facility. Restricted Services are only approved by Defence in exceptional circumstances and no definitive arrangements should be made for the recommended care in advance of Defence's consideration. You (and

Your Providers) are to provide the following information within your Clinical Report to enable Defence to consider a request for Restricted Services:

- (a) the proposed service;
- (b) the name, qualifications and expertise of the proposed Service Provider (for proposed referrals);
- (c) an estimated cost for the provision of the service (showing GST separately) (if known); and
- (d) your clinical justification for the service being proposed.

If a Restricted Service is specifically requested by an authorised Defence Health Practitioner in the original Referral Form, then you are deemed to have Defence's approval for the purposes of clause 10.e .

Bupa will not be liable to pay for any non-urgent service provided to EP where clause 10.e has not been complied with by you (or Your Providers). You (or Your Providers) are responsible for ensuring that you have a record of Defence's approval to perform Restricted Services.

f. Providing care in urgent circumstances

In clinically urgent circumstances where Defence approval is required prior to Restricted Services being provided as per clause 10.e, you and Your Providers should reasonably seek to obtain this approval or direction by telephone from either the referring Health Practitioner or relevant Defence regional headquarters as per the details provided in the referral. Attempts to gain additional approval should not impede the clinical priority to provide treatment to an EP.

g. Providing care in an emergency

Should the need for emergency care of an EP arise, the clinical priority to treat them should not be impeded. If an EP requires emergency care, clinically proven treatment should be provided without a referral form. As soon as is practical, you or Your Providers should notify Defence by phoning 1800 IMSICK (1800 467425). Active notification via this number will satisfy your incident reporting obligations outlined at clause 11.

11. Incident management

a. General events that require notification to Bupa

- (a) You (and Your Providers) are obliged to notify Bupa of any incident involving an EP that occurs whilst the EP is attending an appointment with you for services funded under this Provider Agreement (whether or not it occurs in the course of providing treatment to the EP). Incidents are defined by Bupa as a failure in internal processes, controls, people, systems, equipment or an external event that had an adverse impact on customers, employees, and / or other individuals (such as visitors or third parties).
- (b) In the event of an incident occurring, you are to notify Bupa as soon as practicable by one of the following means:
 - 1. completion of the electronic Incident Notification Form at on bupa.com.au/adfprovidernetwork; or
 - 2. contacting the Bupa Customer Support Office (CSO) on 1800 316 915 (where the CSO team member will assist Bupa to collect the relevant information from you).
- (c) You must cooperate (and ensure Your Providers cooperate) fully in any incident management requested by Bupa and / or Defence arising from a reported incident involving you (or Your Providers) and provide timely and appropriate assistance.

b. Specific events that require notification to Bupa

If you / Your Provider becomes aware that, whilst in your care, an EP:

- (a) has died;
- (b) is or becomes, Seriously Ill / Seriously Injured (**SI**). **SI** means when the illness/injury is of such severity that it could endanger life, significantly disable the EP or materially affect the EP's future life;
- (c) is or becomes, Very Seriously Ill / Very Seriously Injured (**VSI**). **VSI** means when the illness or injury is of such severity that life is imminently endangered;
- (d) absconds or discharges themselves from care against medical advice; and/or
- (e) has refused medical care which may result in death, SI or VSI,

you must notify Defence on 1800IMSICK as soon as it is practicable to do so. Active notification via this number will satisfy the incident reporting obligations outlined in this clause 11.

12. EP funding of services

- (a) You must not independently charge an EP or a third party (including Medicare or private health insurance funds) for any approved service rendered under this Provider Agreement.
- (b) An EP may seek and pay for non-approved services (e.g. cosmetic surgery) privately. Where an EP seeks non-approved services during a referral from a Defence approved Health Practitioner, you must:
 - 1. seek the EP's consent to advise the referring Health Practitioner in writing of this request so that the EP can ascertain their eligibility for convalescence leave in advance of proceeding with the proposed treatment and be counselled by that Health Practitioner regarding potential career implications; and
 - 2. where the EP gives their consent to this notification, include this in your Clinical Report relating to the referral.
- (c) Any request for up-front payment on the day of treatment is prohibited. In extenuating circumstances, prior written approval from ADFinvoices@bupa.com.au may be granted by Bupa, however you must allow a minimum of 5 business days for review prior to the service being delivered.

13. Prescribing medications for EP

- (a) You (and Your Providers) must use reasonable efforts to ensure that EPs are made aware that Defence expects all prescriptions you (and Your Providers) make are filled at pharmacies located within Defence health facilities. Where you prescribe medications to EPs you should:
 - 1. only prescribe the minimum quantity of medications that the EP will need until they are expected to next be reviewed by the Health Practitioner who initiated the referral (or in the case of urgent / emergency care, as soon as is clinically appropriate for them to return to the Defence health facility for review); and
 - 2. notify the EP that Defence expects that all prescriptions are filled at pharmacies located within Defence health facilities.
- (b) Manufacturer samples of medicines, which are not otherwise routinely available to EP, must not be provided to EP without the prior approval of Defence.
- (c) You and Your Providers acknowledge that Defence do not have facilities to process e-scripts and as such all prescriptions you or Your Providers make must be hand written.

14. Bupa's Provider Partnership Team (PPT) and intelligent Referral and Booking System (iRBS)

- (a) Bupa will make available, for you (and Your Providers):
 - 1. a Provider Partnership Team that will be the central point of contact with Bupa for this Provider Agreement; and
 - 2. an iRBS that will assist you to provide services under this Provider Agreement.
- (b) Bupa's intelligent Referral and Booking System will assist with:
 - 1. appointment management (including appointment booking, fail to attend management and Restricted Service management);
 - 3. transfer of clinical information between the referring Health Practitioner and you (including the Referral Form); and
 - 4. invoicing and payment for approved services.
- (c) Bupa will assist you (and Your Providers) to establish access to iRBS and provide self-help guides to enable its use. Assistance in using this system will also be available by contacting the PPT (1800 316 915) or via email to (ADFHSCproviders@bupa.com.au).
- (d) You and Your Providers agree that iRBS cannot be accessed outside of Australia.
- (e) You and Your providers must not share any iRBS login credentials with any third party or individual.
- (f) Further details regarding iRBS and its operation will be made available on bupa.com.au/adfprovidernetwork.
- (g) It is Bupa's obligation to Defence that you (and Your Providers) must utilise iRBS to facilitate your provision of services under this Provider Agreement.

15. Fees and Invoicing

a. Fees

- (a) You may invoice Bupa according to the Schedule of Fees for all treatments on that schedule that you or Your Providers provide to EP in accordance with this Provider Agreement. The Schedule of Fees is available at **bupa.com.au/adfprovidernetwork** and will be subject to annual review.
- (b) The explanations, definitions, rules and conditions that apply to the MBS (**MBS Rules**) apply to the Schedule of Fees for EP. If, at any time for any service provided under this Provider Agreement, less than the full MBS 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.
- (c) All invoices must be sent to Bupa.

b. Submitting an invoice

- (a) It is Bupa's preference that you utilise iRBS for the submission of invoices (subject to clauses 15d and 15e) for approved services rendered in accordance with this Provider Agreement. iRBS will recognise you (and Your Providers) as an authorised payee and enable the submission of a valid invoice to Bupa in keeping with the agreed Schedule of Fees.
- (b) Bupa intends to pay invoices submitted to its automated Referral and Booking System within 7 days of submission, provided invoices are accurate and submitted correctly.
- (c) Bupa will pay an amount on account of GST in accordance with clauses 15d and 15e. By entering into this Provider Agreement you advise and warrant to Bupa that all your services are Taxable Supplies and are subject to GST in accordance with the relevant sections of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). You must promptly inform Bupa if your supplies are not Taxable Supplies and not subject to GST.
- (d) You must repay (within 30 days of a request from Bupa) any amount paid to you that Bupa determines you are not entitled to. Bupa may alternatively deduct any such amount from any future payments which it would have made to you.
- (e) Bupa will not pay you if you submit your invoice later than one year after you provide the underlying treatment.

c. Billing for treatment by another Provider

You must not allow another person that is different to the Provider specified in the Referral Form to perform services and invoice Bupa using your Medicare Provider Number (except for services performed by dental therapists, hygienists and oral health therapists and where the law permits this practice).

d. Goods and Services Tax

- (a) GST and any other terms used in this Provider Agreement which are defined in the *A New Tax System (Goods and Services) Act 1999* (Cth) have the same meaning as those terms in that Act.
- (b) The consideration specified in the Schedule of Fees referenced in this Provider Agreement does not include any amount for GST.
- (c) If a supply under this Provider Agreement is subject to GST, the recipient must pay to the supplier an additional amount equal to the fees payable multiplied by the applicable GST rate. The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the additional amount need not be paid until the supplier gives the recipient a Tax Invoice or the recipient gives a Recipient Created Tax Invoice (RCTI) in accordance with clause 15d.
- (d) If the additional amount differs from the amount of GST payable by the supplier, the parties must adjust the additional amount.
- (e) If a party is entitled to be reimbursed or indemnified under this Provider Agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit.

e. Recipient Created Tax Invoice Agreement

You acknowledge that a Recipient Created Tax Invoice (**RCTI**) may be issued in respect to services provided relating to the Schedule of Fees as follows:

- (a) Bupa and you agree that Bupa can issue RCTI's as defined by the GST Act in respect of taxable supplies entered into pursuant to Provider Agreement.
- (b) You warrant that as at the date of this Provider Agreement you are registered for GST and will notify Bupa if you cease to be registered.

- (c) Bupa warrants that as at the date of this Provider Agreement Bupa is registered for GST and will notify you if it ceases to be registered
- (d) Bupa will issue an RCTI in respect of the supplies under this Provider Agreement made to Bupa by you which are taxable.
- (e) You will not issue tax invoices in respect of the supplies under this Provider Agreement, for which the RCTI refers.
- (f) Bupa will issue to you the original or a copy of (and will retain the original or a copy of):
 1. each RCTI within 28 days of the making, or determining the value of the taxable supply; and
 2. an adjustment note within 28 days of an adjustment.
- (g) Bupa shall not issue a document that would otherwise be a RCTI on or after the date when you or Bupa has failed to comply with any of the requirements of the Australian Tax Office GSTR 2000/10 Goods and Services tax: recipient created tax invoices and A New Tax System (Goods and Services Tax) Act 1999 Classes of Recipient Created Tax Invoice Determination No1 2000 and other determination on RCTI's in force from time to time.

16. Term and meanings

Term

This Provider Agreement will commence upon acceptance by Bupa of your provider application and will continue until it is terminated. Either party may terminate this Provider Agreement at any time, for any reason by notifying the other party in writing.

Special meanings

In this Provider Agreement:

- (a) 'Eligible Personnel' (**EP**) means Defence personnel, reserve members serving on continuous full-time service, reserve members serving on other than continuous full-time service, and General Reserve-Special Reserve and any other personnel approved by Defence. 'Eligible Person' has a corresponding meaning.
- (b) 'Medicare Benefits Schedule' (**MBS**) 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;
- (c) 'Your Provider' means any person whom you engage (for example by employment or contract, but not by on referral) to provide clinical care or treatment to EP;
- (d) 'Health Practitioner' means an individual who provides health services to EP;
- (e) 'Commonwealth' or 'Defence' means the Commonwealth of Australia represented by the Department of Defence ABN 68 706 814 312;
- (f) 'Personal Information' has the same meaning as in section 6 of the Privacy Act;
- (g) 'Health Information' has the same meaning as in section 6 of the Privacy Act;
- (h) 'Commonwealth Data' means all data and information relating to the Commonwealth, and its operations, facilities, customers, employees, officers, agents, permitted subcontractors, assets and programs (including Personal Information and Health Information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of the Department of Defence; and
- (i) 'WHS Legislation' means the *Work Health and Safety Act 2011* (Cth) (**WHS Act**), the *Work Health and Safety Regulations 2011* (Cth), and any corresponding WHS law as defined in section 4 of the WHS Act.
- (j) 'Correctly Rendered Invoice' means an invoice that:
 1. is submitted in arrears;
 2. is addressed to the nominated Bupa representative;
 3. is in a form, whether required by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) or otherwise, that enables the Commonwealth to claim an input tax credit for any GST imposed on any taxable supply by Bupa to the Commonwealth;
 4. is correctly addressed;
 5. correctly identifies the EP (EP ID)
 6. correctly identifies the referral by including the Defence Approval Number (DAN)
 7. is correctly calculated;
 8. identifies the amount claimed;
 9. contains sufficient detail to allow Bupa to make a claim for payment, and
 10. where explanation is necessary, is accompanied by documentation substantiating the amount claimed.
- (k) 'Working Day' means in relation to the doing of an act in a place, means any day other than:
 - a. a Saturday, Sunday or public holiday in that place; or
 - b. any day within the two-week period that starts on:
 - (i) the Saturday before Christmas Day; or
 - (ii) if Christmas Day falls on a Saturday, Christmas Day,

17. Variation to this Provider Agreement

- (a) Bupa may alter any part of this Provider Agreement at any time without notice and in its absolute discretion. Bupa may from time to time provide supplementary operational guidelines and/or additional operational procedures which will form part of the Provider Agreement. Any change in the Provider Agreement is effective immediately upon Bupa:
1. posting the changed Terms and Conditions on **bupa.com.au/adfprovidernetwork**; and
 2. sending a message, either by electronic mail or conventional mail, notifying you of the change, whichever is earlier.
- (b) If any change to this Provider Agreement is unacceptable to you, you should immediately contact Bupa on (1800 316 915) or via email to (ADFHscproviders@bupa.com.au) to avoid any adverse implications to EP care. 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.