



Bupa Health Services Pty Ltd

Open Arms Provider Agreement: Terms and Conditions

1 Notice Details

Bupa Health Services Pty Ltd

Address: 33 Exhibition St, Melbourne

Email: [insert]

Attention: [insert]

Name:

ABN:

Address:

Email:

2 Eligible Personnel

2.1 Relationship between Bupa and Eligible Personnel

- (a) Bupa Health Services Pty Ltd (ACN 003 098 655) (**Bupa**) has been contracted by Open Arms – Veterans & Families Counselling (**Open Arms**), a part of the Department of Veterans' Affairs, to enable access to mental health professionals in a community based setting to complement the existing Open Arms workforce.
- (b) Bupa is not paying benefits under this agreement as the insurer of EP. Rather, Bupa agrees to pay a fee for the assessment of EP provided in accordance with this provider agreement (**Provider Agreement**).

2.2 Relationship between you, Bupa and the Commonwealth

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

- (a) are not the Commonwealth's or Bupa's employees, partners, legal representatives, agents, joint venturers or franchisees;
- (b) do not have a contractual relationship with the Commonwealth and the nature of your relationship with Bupa, in respect of the services contemplated by this Provider Agreement, is governed by this Provider Agreement;
- (c) have no right or authority to bind the Commonwealth or Bupa, assume or create any obligations for or on behalf of the Commonwealth or Bupa, or make any representations or warranties for or on behalf of the Commonwealth or Bupa; and
- (d) are not entitled to any benefit from the Commonwealth or Bupa usually attributable to an employee.

2.3 Consideration

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 DVA policies.

3 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 or Territory in which any part of this Provider Agreement is to be carried out.



4 Services

- (a) By signing this Provider Agreement, you agree to comply with the terms and conditions set out in this Provider Agreement and the relevant DVA policies and procedures.
- (b) This Provider Agreement relates to the provision of mental health services to EP.

5 Warranties

You warrant that:

- (a) you (and each of Your Providers) hold all qualifications, licences and registrations required by law or that would be held and maintained by a prudent provider of the treatments to EP (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, licences and registrations required by clause 5 are not subject to any conditions, notations or undertakings; and
- (c) you (and each of Your Providers) are not prohibited by legislation in your State/ Territory from working with children.

6 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, licences and registrations which are required to be held by you (and each of Your Providers) by clause 5 .
- (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 Open Arms; 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 5(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

7 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 3, 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.

8 Insurance

You must ensure that you and Your Providers at all times have and maintain appropriate insurance coverage for the type of services to be provided under this Provider Agreement. For professional indemnity insurance, the minimum required insurance coverage is 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.



9 Confidentiality and privacy

- (a) You must comply (and ensure Your Providers comply) with all laws, including 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**), applicable to the handling by you (and each of Your Providers) of any Personal Information (including in respect of EP) obtained in the course of performing this Provider Agreement.
- (b) You must not (and you must ensure Your Providers do not) transfer, transmit or disclose any Personal Information held in relation to your provision of services to an EP under this Provider Agreement:
1. outside Australia, or allow any person outside Australia to have access to, use or disclose Personal Information that you hold in relation to your provision of services to an EP under this Provider Agreement without the written prior consent of Bupa; or
 2. in breach of any Privacy Laws, including without limitation, without the prior consent of the EP when required. The consent shall address, at a minimum:
 - (i) privacy and confidentiality guidelines;
 - (ii) consent for the provision of a health assessment; and
 - (iii) privacy consent for collected information to be provided to the EP's nominated primary health care provider, specialist or another named clinician (as applicable).
- (c) Open Arms 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 Open Arms. 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 Privacy Laws.
- (d) You must ensure that, to the best of your knowledge, any Personal Information provided to Open Arms or Bupa pursuant to this Provider Agreement is accurate, complete and provided with the consent of the EP. 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 the Commonwealth'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 be sufficiently comprehensible so that another practitioner, relying on the record, can effectively undertake the EP's ongoing care; and
 5. 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
- (e) Your Personal Information (and that of Your Providers) may be used in connection with the provision of treatments to EP and will be handled in accordance with Bupa's Privacy Policy (as may be amended from time to time) which is available at <https://www.bupa.com.au/privacy-and-security>.
- (f) 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.
- (g) 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 security,

that may or will impact on Bupa, DVA, 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.



10 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.
- (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.

11 Compliance with DVA Policies and Procedures

You must adhere, and ensure Your Providers adhere, to such relevant DVA policies and procedures, as notified to you by Bupa from time to time, in providing services to EP for the purposes of this Provider Agreement. Bupa will make available a copy of any specific DVA 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.

12 Clinical Reports

Any care provided under this Provider Agreement is to be outlined to Open Arms 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 7 expected of you and must not be misleading.

Preparation of the Clinical Report is part of the care of an EP and cannot be billed for separately by you.

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 to Bupa's satisfaction. Bupa's automated Booking and Referral System is designed to assist you with this obligation and this system satisfies the required standards of health information transmission.

(a) Psychiatry Clinical Report Requirements

You (and your Providers) are to provide a Clinical Report (Psychiatric Assessment) within five Working Days of the 5th consult with an EP in a series or at closure. Clinical Reports are to be addressed to the referring Open Arms Regional Health Centre.

(b) Clinical Psychology, Psychology, Accredited Mental Health Social Worker Clinical Report Requirements

You (and your Providers) are to provide a Clinical Report inclusive of a care plan within three Working Days of the 3rd consult in a series. A Clinical Report inclusive of a case review must be provided within three Working Days of the last appointment in a series or at closure. Clinical Reports are to be addressed to the referring Open Arms Regional Health Centre.

13 EP who did not attend appointment

You are obliged to notify the referring Open Arms Regional Health Centre (on the phone number listed on the Open Arms referral form) immediately if an EP does not attend a scheduled appointment with you (or your Provider).

You must also clearly flag the appointment as DNA within iRBS.

14 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 privately.
- (c) Where an EP seeks non-approved services, you must include this in your Clinical Report relating to the referral.

15 Bupa's CSO and automated Referral and Booking System

- (a) Bupa will make available, for you (and your Providers):
 1. a CSO team that will be the central point of contact with Bupa for this Provider Agreement; and
 2. an automated Referral and Booking System that will assist you to provide services under this Provider Agreement.



- (b) Bupa's automated Referral and Booking System will assist with:
 - 1. appointment management (including appointment booking and management of EPs who do not attend an appointment);
 - 3. transfer of clinical information between the referring Open Arms Regional Health Centre 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 this automated Referral and Booking System and provide self-help guides to enable its use. Assistance in using this system will also be available by contacting the CSO (1800 809 400) or via email to oabookings@bupa.com.au.
- (d) Further details regarding this automated Referral and Booking System and its operation will be made available on <https://www.bupa.com.au/openarmsproviderhub>.
- (e) It is Bupa's preference that you (and your Providers) utilise this automated Referral and Booking System to facilitate your provision of services under this Provider Agreement.

16 Fees and Invoicing

16.1 Fees

You may invoice Bupa according to the Schedule of Fees set out in Schedule 1. All invoices must be sent to Bupa.

16.2 Submitting an invoice

- (a) It is Bupa's preference that you utilise Bupa's automated Referral and Booking System for the submission of invoices (subject to clauses 14.4 and 14.5) for approved services rendered in accordance with this Provider Agreement. This Referral and Booking System 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 16.4 and 16.5. 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.

16.3 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 where the law permits this practice).

16.4 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 16.5.



- (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.

16.5 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.

17 Term and meanings

17.1 Term

This Provider Agreement will commence upon the date of this Provider Agreement 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.

17.2 Special meanings

In this Provider Agreement:

- (a) 'Eligible Personnel' and 'EP' means individuals who access services provided by or on behalf of the Department of Veterans' Affairs and 'Eligible Person' has a corresponding meaning.
- (b) 'Your Provider' means any person you engage (for example by employment or contract, but not by on referral) to provide clinical care or treatment to EP;
- (c) 'Commonwealth' or 'Open Arms' means the Commonwealth of Australia represented by Open Arms – Veterans & Families Counselling, a part of the Department of Veterans' Affairs;
- (d) 'Personal Information' has the same meaning as in section 6 of the Privacy Act;
- (e) 'Health Information' has the same meaning as in section 6 of the Privacy Act;
- (f) '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.

18 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 <https://www.bupa.com.au/openarmsproviderhub>; 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 809 400 or via email to oabookings@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.

By signing this Provider Agreement, Bupa Health Services Pty Ltd and you agree to be bound by the terms of this Provider Agreement with effect on and from the date of this Provider Agreement.

Date:

Signed for Bupa Health Services Pty Ltd
by an authorised officer:

Signature of officer

Name (print)

Position (print)

Signed by [insert]
