

CBHS Group Choice Network Terms and Conditions

Effective 01/06/2018

1. Conditions of application to join the Network

- 1.1 A provider (including a locum) may apply to enter the CBHS Group Choice Network (the Network) if he or she:
 - (a) is a qualified optometrist/dentist, registered or licensed to practice in a State or Territory of Australia;
 - (b) has been allocated a provider number by Medicare Australia (previously the Health Insurance Commission) for the location at which he or she proposes to participate in the Network; and
 - (c) is carrying on a private optical/dental practice.
- 1.2 A provider may apply to participate in the Network by completing the application form and submitting it to the CBHS Group.
- 1.3 A provider may only apply to participate in the Network on his or her own behalf. This means that any other provider in private practice who wishes to participate in the Network must make his or her own application to the CBHS Group.
- 1.4 A provider must apply individually for each location at which he or she conducts a private practice.

2. Assessment of applications to join the Network

- 2.1 CBHS Group may accept or refuse an application to join the Network at its absolute discretion.
- 2.2 In deciding whether to accept or refuse an application, the CBHS Group will take into account matters relevant to the viability and effectiveness of the Network, including:
 - (a) any restriction on the size of the Network decided by the CBHS Group;
 - (b) the geographical distribution of the CBHS Group members;
 - (c) the number of providers of the same modality participating in the Network in the same geographical area as the applicant;
 - (d) the results of any relevant CBHS Group member satisfaction surveys and
 - (e) any reasonable commercial, economic or operational matters which may conflict with or adversely affect the interests of the CBHS Group.

3. Conditions of ongoing participation in the Network

- 3.1 As part of ongoing participation in the Network, a provider must:
 - (a) continue to meet the conditions for entry into the Network;
 - (b) maintain a proper level of professional indemnity insurance at all times;
 - (c) provide CBHS Group members with quality services, including advice and information, and maintain standards of practice in accordance with relevant State and Territory legislation and any policies and guidelines issued by State and Territory regulatory bodies relating to optical dispensers/optometrists/dentists and health professionals generally;
 - (d) *Optical Dispensers and Optometrists Only* provide CBHS Group members with a reasonable selection of frames and lenses, including contact lenses that will be available at no out of pocket expense to members, and offer at least several options suitable for men, women and children of various age groups;
 - (e) A Optical provider may charge CBHS Group members more than the CBHS Group fee for service listed in Schedule 1 when the member selects Frames, Lenses or Contact Lenses outside of the No Gap range;

- (f) give the CBHS Group permission to publish:
 - (i) the fact that the provider is participating in the Network; and
 - (ii) the contact details for the practice;
 - (iii) on our websites, Mobile Applications or in any other manner the CBHS Group decides.
- (g) keep records necessary to show compliance with these terms and conditions. Without limiting this obligation, a provider must retain for 2 years from the date of a professional service the docket signed by the CBHS Group member verifying that the service has been provided;
- (h) provide the CBHS Group with any records or other information the CBHS Group may reasonably require verifying that a professional service has been rendered;
- (i) provide the CBHS Group with any information they may reasonably require confirming that the provider is complying with these Terms and Conditions;
- (j) notify the CBHS Group within 5 business days of any change to his or her address details as they appear in the application form;
- (k) display of promotional materials about the Network supplied to the provider by the CBHS Group is optional, refrain from using any other promotional materials about the Network unless the provider has the written approval of the CBHS Group including the use of logos.
- (l) under no circumstances retain a member's card.
- (m) should electronic claiming be unavailable a provider must either:
 - (i) issue an account to the member, which the member will claim with the CBHS Group. The CBHS Group will issue a cheque made out to the provider within 3 – 5 business days after receiving the claim;
 - (ii) or, have the member pay for the service in full as per Schedule 1
- (n) *Optical Dispensers and Optometrists Only* not make a claim on the fund until the member has received the optical appliance.
- (o) CBHS Group will email new editions of Schedule 1 to the nominated email address of the practice.
 - (i) At least 4 weeks' notice will be given if benefits change.
 - (ii) It is the responsibility of the practice to maintain up to date fee schedules in their practice.
- (p) *Dental Only* is committed to applying Schedule 1 to all CBHS Group members.
 - (i) *Dental Only* In the event overbilling by a practice.
 - (ii) The practice should contact the CBHS Group member and offer the choice to receive a credit or refund.

4. Processing claims

- 4.1 CBHS Group has the capacity to receive claims electronically through HICAPS or HealthPoint.
- 4.2 When claims are submitted manually, an invoice from the provider must include:
 - (a) the patient's name for manual claims and patient ID code for electronic claims;
 - (b) the date of service;
 - (c) a description of each service rendered;
 - (d) item numbers; and
 - (e) the provider's name and address.

CBHS Group Choice Network Terms and Conditions

Effective 01/06/2018

5. General Matters

- 5.1 Where a provider enters into a contract with the CBHS Group to join the Network, that contract consists solely of:
- (a) these Terms and Conditions (including the attached Schedule)
 - (b) the application to join the Network submitted by the provider to the CBHS Group, in the form determined by the CBHS Group; and
 - (c) the letter from the CBHS Group to the provider notifying him or her that the CBHS Group has accepted his or her application to join the Network.
- 5.2 Where there is any inconsistency between any of the documents listed at 5.1(a), (b) and (c), then these terms and conditions prevail.
- 5.3 A contract referred to in clause 5.1 is governed by the law of the State of New South Wales.
- 5.4 CBHS Group makes no guarantee, representation or warranty that by joining the Network a provider will receive increased business from the CBHS Group members.
- 5.5 The provider does not become an agent of the CBHS Group by joining the Network.
- 5.6 The CBHS Group is not liable to any person for any loss, damage or injury incurred as a result of a provider providing treatment to a CBHS Group member.
- 5.7 By joining the Network the provider agrees to indemnify CBHS Group against all expenses, losses, damages and costs that the CBHS Group may incur as a result of:
- (a) any breach of these Terms and Conditions by the provider; or
 - (b) any loss or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of the provider or his/her partners, employees or contractors.
- 5.8 CBHS Group may not give directions to a provider or otherwise attempt to influence a provider's decision about the appropriate treatment for a CBHS Group member, although it may require information about treatment given to a the CBHS Group member as described in clauses 3.1 (g) and (h).
- 5.9 All practices should provide a welcoming environment that is hygienic, safe and tidy.
- 6.0 Ensure all customer facing staff are appropriately trained in front office operations including; HICAPS or HealthPoint terminal use and are familiar with Schedule 1.
- 6.1 Maintain all equipment in accordance to government and industry regulatory requirements.
- *Dental Only* Calibration of equipment, infection control and sterilisation records.
- 6.2 *Dental Only* Explain all treatment options available and agree on clinical decisions with the patient, explaining the possible risks as well as short-term and long-term outcomes involved with each option.
- 6.3 Provide a written plan based on the agreed treatment with an estimate of the likely costs (Informed Financial Consent) and obtain written consent prior to commencement of treatment.
- 6.4 Maintain detailed clinical records for all CBHS Group members.
- 6.5 Maintain confidentiality of all CBHS Group information not publicly available including any current or previous collateral.
- 6.6 Communicate any complaints by a CBHS Group member to choicenetwork@cbhs.com.au or by calling 1300 654 123

- 6.7 Notify CBHS Group of any warnings or infringements received from a regulatory or governing authority immediately by emailing choicenetwork@cbhs.com.au

7. Changes to the Terms and Conditions

- (a) CBHS Group may amend these Terms and Conditions at any time by giving the provider notice in writing at least 4 weeks before the amendment is due to come into effect.
- (b) If a provider wishes to amend these Terms and Conditions, he or she must make a written proposal to the CBHS Group, which the CBHS Group may, acting reasonably, accept or refuse
- (c) If the CBHS Group accepts an amendment proposal from a provider, then the amendment comes into effect from a date nominated by the CBHS Group.
- (d) CBHS Group will review the CBHS Group fees annually, having regard to matters including:
 - (i) industry trends;
 - (ii) data analysis; and
 - (iii) consultation with providers participating in the respective Network.

8. Leaving the Network

- 8.1 The participation of a provider in the Network may be terminated by the provider or the CBHS Group at any time by giving 4 weeks written notice to the other party.
- 8.2 CBHS Group is not required to give 4 weeks written notice if:
- (a) CBHS Group reasonably finds that the provider has failed to observe relevant State and Territory legislation, policies or guidelines relating to optometry/dentistry practice, or
 - (b) the provider no longer meets the condition in clause 1.1(a); and termination of the provider's participation takes effect from the day on which the CBHS Group gives written notice to the provider.
- 8.3 After termination has taken effect, the provider:
- (a) must remove any written or electronic promotional materials about the Network from display and return window decal or other hardcopy material to the CBHS Group within 5 business days of the termination date; and
 - (b) must take any other steps necessary to ensure that he or she does not represent to any person that he or she continues to participate in the Network.

9. Resolving disputes

- 9.1 If any dispute arises between the CBHS Group and a provider in relation to the Network, then both the CBHS Group and the provider must make genuine efforts to resolve the dispute without the involvement of a third party.
- 9.2 If any disputes arise between a CBHS Group member and the provider both parties must make a genuine effort to resolve the dispute. If the dispute cannot be resolved call 1300 654 123 or email choicenetwork@cbhs.com.au for assistance.