Mildura Health Fund Medical No Gap Agreement
Terms and Conditions
Effective 1 July 2025

This document sets out the Terms and Conditions ("Terms") that apply to Mildura Health Fund ("MHF") and you ("Provider" or "you") when you provide care at Mildura Health Private Hospital ("MHPH") and submit a claim under the MHF No Gap Scheme.

ABOUT THE NO GAP SCHEME
The No Gap Scheme ("Scheme") provides certainty for members about out of pocket costs they may experience when seeking in-patient treatment at MHPH.

When you provide care to MHF members at MHPH under the Scheme, MHF will pay a higher benefit than the minimum benefit that would otherwise be payable by MHF. To streamline the claim and billing process, MHF will pay the benefit directly to you.

Registering with MHF as a No Gap Provider for in-patient treatment provided at MHPH is optional, but you must register with MHF as a No Gap Provider in order to receive the benefits of the Scheme.

No Gap Providers must accept Scheme benefits as full payment for the entire episode of care with no additional out of pocket costs to be charged to the member.

REGISTERING FOR THE SCHEME
To register as a No Gap Provider, please complete the Registration Form and provide all supporting documentation requested.

It is your responsibility to keep your registration and contact details current. To change your details, please complete a new registration form and select "Change of Details".

CLINICAL INDEPENDENCE
MHF acknowledges your clinical independence, and nothing in these Terms should be taken to limit your professional freedom, within the scope of accepted clinical practice, to identify and provide appropriate treatments.

BILLING UNDER THE SCHEME
In order to receive benefits under the Scheme, you must accept the benefits as set out in the Schedule of Benefits in full payment for the entire episode of care.

You must not, directly or indirectly, charge or raise any additional fee or out-of-pocket expense including but not limited to:

- **any management fee, administration fee, booking or reservation fee (however described); or**
- **any fee or charge in respect of anaesthetic services, assistant surgeons, consumables, or any other service or item which does not comprise an MBS item number.**

You must submit claims directly to us within 2 years from the date of service, allowing sufficient processing time so that the Medicare 2 year limit is met.

MHF will pay Scheme benefits into the account specified in your registration or via the ECLIPSE system. A benefit statement will be issued for manual claims.

MEMBER ELIGIBILITY FOR THE SCHEME
MHF members are eligible for Scheme benefits for an inpatient episode of care at MHPH where:

- the services are eligible for Scheme benefits (see the section below);
- the member is financial and holds an adequate level of hospital cover with MHF; and
- the member has served applicable waiting periods (including the 12 month waiting periods for pre-existing conditions and obstetrics).

SERVICES ELIGIBLE FOR SCHEME BENEFITS
In order to be eligible for Scheme benefits:

- the services must be eligible for Medicare benefits;
- the services must not be compensable services (meaning services 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.);
- the services must not relate to cosmetic surgery; and

- the services must not be subject to an exclusion or restriction under the member's level of hospital cover.

MEMBER ELIGIBILITY CHECKS

Please encourage members to contact MHF directly to confirm their eligibility for Scheme benefits under their level of hospital cover.

Providers can check patient eligibility electronically via ECLIPSE or by calling 03 5021 7091.

SCHEME BENEFITS

MHF may review and amend Scheme benefits from time-to-time. MHF will notify changes to Scheme benefits by email to the email addressed registered with MHF.

A copy of the Schedule of Benefits is available to No Gap Providers on request via email medical@mildurahealthfund.com.au

The Schedule of Benefits is strictly confidential to No Gap Providers and must not be disclosed, copied or reproduced without the express written consent of MHF.

SUBMISSION OF CLAIMS

Claims for benefits under the Scheme should be submitted electronically via ECLIPSE.

If you are unable to submit a claim electronically, a claim can be submitted manually via our website using the Batch Header Online Submission Form. Please ensure all fields are completed to facilitate the processing of the claim without delay.

PAYMENT OF CLAIMS

MHF releases all provider payments on the 15th and 30th (or closest business day) of each month.

Benefits paid under the Scheme will be paid to the bank account nominated during registration as a No Gap Provider. If you need to update your payment details, please follow the instructions under the heading 'Registering for the Scheme' above.

PUBLICATION OF YOUR DETAILS BY MHF

If you are providing direct patient services, it is a condition of registration as a No Gap Provider that MHF may publicise or promote your participation in the Scheme by identifying you as a No Gap Provider and publishing your contact details and the location(s) at which you practice.

This includes, without limitation, publishing your name, contact details and the location(s) at which you practice on the MHF website; via our branches located in Mildura, Broken Hill and Swan Hill, or in any other form or medium.

MHF may also advise members to ask you about your participation in the No Gap Scheme when they contact you.

MEMBER SATISFACTION SURVEYS

MHF may conduct member satisfaction surveys regarding clinical and non-clinical aspects of their experience with No Gap Providers. MHF may publish or publicise moderated feedback about No Gap Providers on our website or in any other form or medium.

AUDIT AND COMPLIANCE

It is a condition of your registration as a No Gap Provider that you must provide such information for the purpose of assessing compliance with these Terms where it relates to a claim submitted under the Scheme.

Where an audit or request for information identifies that a benefit has been paid incorrectly, or where the MHF member has been incorrectly charged, you must refund MHF or the member the amount determined by MHF within 14 days (or such other period as we agree) and provide MHF with confirmation that you have done so. You are required to refund such amounts irrespective of whether you are at fault, unless MHF have determined otherwise.

Where you are required to refund a payment to Medicare that relates to an episode of care in respect of which MHF has paid a benefit, you must notify us and repay any benefits paid by MHF in respect of that episode of care.

OPT-OUT OR TERMINATION

You may opt-out of the Scheme at any time by 60 days' written notice to MHF (without cause or reason), or with immediate effect if we make a major change to these Terms. In either case, you must fulfil your obligations under these Terms in respect of any Member who you have agreed to treat on a no gap basis under the Scheme.

MHF may terminate your status as a No Gap Provider at any time, without cause or reason, by giving 60 days' written notice to you.

We may also terminate your status as a No Gap Provider with immediate effect if any of the events below occur:

- you are in breach of these Terms in a material respect;
- your accreditation as a VMO at MHPH is adversely affected (including suspension of your accreditation or the imposition of a condition);
- your registration as a medical practitioner with the Medical Board of Australia is adversely affected (including any reprimand, undertaking, condition or suspension is placed on your registration);
- you do not comply with any law (including if you are convicted of a crime) in connection with these Terms or in the practice of medicine; or
- in our reasonable opinion, your conduct (whether actual or alleged and whether or not connected with these Terms or the practice of medicine) may adversely affect our brand, goodwill or reputation.

If you cease to be registered as a No Gap Provider (whether as a result of opting-out, termination or any other reason):

- we may inform our members or referrers that you are no longer a No Gap Provider; and
- you must immediately stop representing yourself as a No Gap Provider. This includes clearly informing MHF members that you are no longer participating in the Scheme and that out-of-pocket payments may apply to their treatment.

PRIVACY NOTICE

MHF collects your personal information in order to register you as a No Gap Provider and to administer the Scheme.

MHF may also disclose your personal information to Medicare in connection with the administration of claims, to Government or regulatory bodies or as otherwise required or permitted by law.

Our Privacy Policy (available at https://www.mildurahealthfund.com.au/about/privacy-policy) contains information about how you may access or correct your personal information and how to make a complaint about privacy.

CHANGES TO THESE TERMS

We will notify you in writing of material changes to these Terms by notice to the email address registered with MHF. Making a claim for No Gap Scheme benefits after any amendment to these Terms will be taken to signify your agreement to comply with the amended Terms.

To obtain the current version of these Terms, please email medical@mildurahealthfund.com.au