

# Medibank's Requirements for Recognised Providers

## Introduction

Medibank Private Limited (Medibank) offers private health insurance products under two different brands, 'Medibank Private' and 'ahm Health Insurance'.

Medibank is an industry leader with a focus on ensuring our members get quality healthcare outcomes within a system which remains affordable for all of the community. We recognise the valuable services delivered by ancillary providers to our more than 3.8 million members across the ahm and Medibank brands.

To become a recognised provider with Medibank you must apply for recognition (in accordance with such requirements as apply to the provider's modality and available on Medibank's website) and meet the requirements set out in this document. A recognised provider is a health provider recognised by Medibank for the purpose of paying benefits on behalf of its members in relation to treatment provided. All treatments must be in accordance with Medibank's Fund Rules and the requirements set out in this document. To avoid doubt, benefits are not payable in relation to treatment provided where the member is ineligible for benefits in respect of that treatment under their private health insurance policy.

At Medibank's absolute discretion, Medibank may refuse to grant recognition or suspend or cancel a Recognised Provider's recognition with immediate effect or with notice depending on the circumstances.

## Medibank's Requirements

Ancillary providers must comply with the following requirements to become, and to continue to be recognised as, a Medibank Recognised Provider.

### 1. Independent private practice

Services and goods provided to Medibank's members must be provided in 'independent private practice'; that is, a professional practice (whether sole, partnership or group) that is self-supporting. This means that its accommodation, facilities and services are not provided or subsidised by another party (such as a public hospital or publicly funded facility).

### 2. Professionally qualified

#### a. Providers covered under the National Registration and Accreditation Scheme<sup>1</sup>

These providers must:

- Be registered, or hold a licence, under any relevant Australian state or territory legislation;
- Meet all of the standards, including applicable codes of conduct, set out by Australian Health Practitioner Regulation Agency (AHPRA), the associated National Boards, the Private Health Insurance (Accreditation) Rules and Regulations, and any other applicable peak body that governs and/or regulates a particular provider's standards;
- Notify Medibank within 10 business days if AHPRA or any other applicable regulatory or accreditation body ceases, suspends, or places conditions or restrictions on the provider's registration.

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<sup>1</sup> The National Registration and Accreditation Scheme as regulated by the Australian Health Practitioner Regulation Agency.

b. Providers not covered under the National Registration and Accreditation Scheme

These providers must:

- Be professionally qualified and/or a member of a professional body recognised by Medibank (except for optical dispensers);
- Meet all of the standards set out by the Private Health Insurance (Accreditation) Rules and Regulations and any applicable peak body that governs and/or regulates the professional standards applicable to a particular provider;
- Notify Medibank within 10 business days if the provider is charged with an indictable offence or the provider's professional association ceases, suspends or places conditions or restrictions on the provider's qualification and/or membership.

**3. Facilities**

All providers must:

- Have facilities that, in Medibank's opinion, meet the standards expected of a professional service provider;
- Practice from and consult with patients at professional, clinically appropriate facilities which, to avoid doubt, excludes facilities incorporated into a retail business setting<sup>2</sup> (this excludes the dispensing of optical goods and hearing aids);
- Comply with any Australian state and territory laws relating to facilities in which the treatment is provided and, where applicable, have permission or approval to supply a treatment of that kind, in which case the facilities must have that permission or approval;
- Not operate in a setting that, in the opinion of Medibank, is a business model that may result in a conflict of interest. This includes, but is not limited to, a setting that creates the inference of a financial, professional or personal interest or relationship between the provider and a third party that may, in Medibank's opinion, impact on the treatment or provision of goods or services to the patient.

**4. Service integrity**

All providers must:

- Make available to Medibank or its authorised representatives, on request and within 10 business days, patient records relating to Medibank's members for the purpose (and related purposes) of validating services provided to Medibank's members by the provider.
- Where the patient records are not in the possession of the Recognised Provider, the Recognised Provider consents to the holder(s) of the patient records making the records available to Medibank or its authorised representatives for the above purposes. This requirement and consent shall survive notwithstanding the

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<sup>2</sup> A 'retail business setting' is defined as a location where the primary business purpose, in the opinion of Medibank, is the provision of goods or services that are non-clinical in nature.

Recognised Provider's ceasing to practice at a particular location or the suspension or cancellation of a Recognised Provider's recognition;

- Notify Medibank within 10 business days if the provider is no longer in independent private practice;
- Communicate with Medibank in English;
- Not discriminate against a Medibank member (for example, by treating them differently to other patients) on the basis of the member holding private health insurance, or a particular level of cover. This includes imposing a financial charge or offering an inducement in respect of the provider's services that would not be imposed or offered if private health insurance, or a particular level of cover, was not held.

## 5. Patient records

All providers must:

- Maintain comprehensive and accurate patient records that comply with applicable laws and professional standards, including, but not limited to, privacy and health records management legislation (including the Commonwealth *Privacy Act 1988*) and industry codes and standards relating to collecting, using and disclosing personal and sensitive information;<sup>3</sup>
- Ensure that patient records for Medibank's members:
  - identify the service provider;
  - are in chronological order and made at the time of providing the service or as soon as practicable afterwards;
  - clearly identify the patient and the treatment provided including, but not limited to, relevant medical history, presenting complaint, details of previous treatments and referrals;
  - are a detailed, true and accurate reflection of all treatments/services/goods provided;
  - are stored in a manner that allows for prompt retrieval
  - are written in English;
  - are in a format that is understandable by a third party and allows for continuity of care; and
  - in the case of Natural Therapies, identify technique used, body parts treated and methods applied, in addition to specific details of goods supplied, including dosage;
- Where not otherwise specified under applicable laws or professional standards, retain patient records for a minimum of 7 years from the date the relevant service is provided to a Medibank member.

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<sup>3</sup> As defined under the *Privacy Act 1988* [Cth].

## 6. Billing integrity

All providers must:

- Comply with the terms and conditions of electronic claiming facilities including, but not limited to, HICAPS and CSC HealthPoint, where a provider elects to use such electronic claiming facilities;
- Obtain the informed financial consent of Medibank's members prior to the commencement of any treatment or the provision of any goods;
- Immediately stop using electronic claiming, or any other claiming channel, to process health insurance claims in respect of Medibank's members at Medibank's request;
- Where the provider elects not to use electronic claiming facilities, provide a valid invoice to a Medibank member for services provided;
- Have and use a current provider registration number for each location where the provider engages in private practice and bill Medibank members for services at that location. All accounts, receipts and other supporting documentation should clearly reflect the physical location where the service or goods were provided;
- Not allow (whether knowingly or otherwise) another person to bill services to Medibank's members under their provider registration number when the services were not provided by the provider (except for optical dispensers, dental hygienists, dental therapists and oral health specialists);
- Immediately notify Medibank of any suspected misuse or abuse of their provider registration number;
- Provide all billing related information to Medibank's members customers in English;
- Issue receipts in sequential order with individual invoice/receipt number
- Provide Medibank's members with a separate receipt and/or invoice for each date of service that is issued on the provider's official stationery or bears the provider's official stamp or is otherwise identifiable as an original document and:
  - itemises in full all treatments provided on the relevant date of service;
  - clearly states the date of payment and the payment status;
  - details the patient's name, address and other relevant identifying details; and
  - is signed by the service provider or their authorised representative (if the receipt is signed by an authorised representative the representative's name should also be listed and legible);
- When treating a family member and/or business partner, ensure billing is strictly in accordance with Medibank's Fund Rules.

## 7. Provider personal information

By providing services to Medibank's members a provider:

- Consents to Medibank collecting their personal information<sup>4</sup> in order to register them as a Recognised Provider and to enable claims to be assessed for payment from Medibank following treatment of a Medibank member;
- Consents to the use and disclosure of their personal information in order to:
  - process their application and manage their registration;
  - manage Medibank's relationship with them;
  - promote their status as a Recognised Provider to Medibank's members, including on Medibank's website;
  - promote the location of their practice and their modalities to Medibank's members;
  - process and audit payments and claims;
  - detect, analyse, investigate, pursue or prevent suspected fraudulent and/or abusive practices;
  - manage and resolve any legal or commercial complaints or issues;
  - perform other functions and activities relating to Medibank's business; and
  - comply with Medibank's legal obligations.

Concerns or queries about the manner in which personal information is handled can be directed to Medibank's Privacy Officer by writing to [privacy@medibank.com.au](mailto:privacy@medibank.com.au).

### Failing to satisfy Medibank's Requirements

If, in Medibank's opinion, a Recognised Provider fails to satisfy these Requirements or any other concern that Medibank reasonably identifies, Medibank may:

- Give the provider 10 business days' notice to respond to Medibank's concerns about their conduct or practices;
- Seek to have the provider explain their conduct (including in writing);
- Seek to meet with the provider to respond to concerns identified by Medibank;
- Seek restitution for the services billed to Medibank's members where fraudulent, improper or erroneous billing has occurred and/or where services do not meet the requirements of AHPRA, National Boards or any other applicable peak body that governs or regulates a particular provider's standards, or Medibank's Fund Rules;
- Report the matter to the relevant professional association or regulatory or law enforcement agency, including, but not limited to, AHPRA, the Health Care Complaints Commission and the relevant National Board or other body;
- Suspend or cease recognition of a Recognised Provider while an investigation by Medibank or by an authorised third party is underway; or
- Suspend or no longer recognise any or all providers operating at a particular location if, in Medibank's opinion, the location is identified as being associated with suspected fraud or improper conduct.

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<sup>4</sup> As defined under the *Privacy Act 1988* (Cth).

## Suspension or cancellation of Recognised Provider status

Medibank reserves the right to suspend or cancel a Recognised Provider's recognition if it considers it reasonable. This may be where a Recognised Provider fails to satisfy these Requirements or in circumstances where Medibank considers that suspension or cancellation of recognition is reasonable.

Examples of circumstances in which Medibank may suspend or cancel a Recognised Provider's recognition include, but are not limited to:

- Medibank considers that the provider has exceeded a reasonable utilisation level taking into account the average services provided. 'Reasonable utilisation level' refers to the average services provided to Medibank members compared to peers in the same modality with similar demographic criteria as determined by Medibank;
- Medibank considers that the provider has exceeded a fair and reasonable charge for treatment or goods provided. 'Fair and reasonable charge' refers to the average charge billed by the provider to other Medibank members and/or compared to average billing of peers in the same modality with similar demographic criteria as determined by Medibank;
- A provider is found to be in breach of any law or is convicted of a crime;
- Medibank considers that a provider has brought into disrepute, or has potentially brought into disrepute, the Medibank brand, its reputation within the community or its professionalism;
- Medibank considers that a provider's style of advertising or promotion infers that treatment, goods or services offered by the provider are non-clinical in nature;
- Medibank makes a business decision to no longer recognise providers of a certain type;
- A provider fails to properly handle personal information, including financial information, of patients, in breach of relevant privacy laws;
- The provider's conduct does not meet the duty of care, skill and diligence appropriate to the treatment that a provider of that class should have provided;
- In Medibank's opinion, the provider refuses to make available upon reasonable request (where reasonable notice is given) information requested by Medibank which is relevant to a member's receipt of treatment from a provider;
- A provider is no longer recognised by or has been removed from a professional association of which the provider should be a member (including being removed because of a breach of the professional association's articles of association or required standards of conduct);
- In Medibank's opinion, the provider has breached the code of conduct of AHPRA or their professional association;
- The provider has used Medibank trademarks without the express permission of Medibank, or continues to do so in circumstances where they have been asked to stop;
- The provider has failed to take steps, as required by Medibank, to remedy a failure to satisfy these Requirements, or applicable supplementary conditions, or is unable to rectify that failure to Medibank's satisfaction;

- The provider has acted improperly, in Medibank's opinion, and has adversely affected the interests of any of Medibank's members;
- The provider has, in Medibank's opinion, through unacceptable conduct, adversely affected Medibank's financial interests, e.g. providing a Medibank member with a false and/or misleading account/receipt;
- The provider's unique provider registration number is used by another person to bill services not provided by the Recognised Provider (except for dental hygienists, dental therapists and oral health specialists);
- Medibank, in its absolute discretion, chooses to no longer recognise a particular provider.

### **Other matters**

These Requirements are available on Medibank's website and were last updated on 24 March 2015. These Requirements may be amended by Medibank from time to time. All Recognised Providers are encouraged to regularly visit Medibank's website to keep up to date with the most recent updates to these Requirements.

Medibank may, from time to time, issue supplementary conditions as it considers reasonable, including to address specific issues relevant to particular provider groups. Where Medibank does so, Medibank will make all relevant documents available on its website.