



Recognition Criteria for other ancillary health care providers

Introduction

Medibank Private Limited offers private health insurance products under two brands, 'Medibank' and 'ahm health insurance'.

The **Fund Rules**¹ for Medibank and ahm (collectively 'we', 'us' or 'our') set out the terms and conditions on which we will pay **Benefits** on behalf of our **Members**.

Relevantly, we will only pay Benefits in relation to **Treatment** provided by health care providers ('you', 'your') if you are a **Recognised Provider** under our **Fund Rules**. In order to be a **Recognised Provider**, we expect you to meet the **Recognition Criteria** applicable under our **Fund Rules** to your modality.

Please also note we will not pay **Benefits** in relation to **Treatment** provided if the **Member** is ineligible for **Benefits** in respect of that **Treatment** under their private health insurance policy.

Bold capitalised terms in this document have the same meaning as in the applicable **Fund Rules**.

Which criteria apply to you?

The **Recognition Criteria** which apply to you comprise the standards set out in this document and any supplementary standards which are identified on our website as applicable to your modality. This document sets out the core standards we expect you to meet if you are:

- an ancillary health care professional registered through your relevant professional organisation (**Organisation**) or by direct application to us; or
- a Chinese Medicine Practitioner registered as a health practitioner with the Australian Health Practitioner Regulation Agency (AHPRA)².

Please check medibank.com.au and ahm.com.au for details of each of the applicable standards.

Becoming a Medibank Recognised Provider

To become a **Recognised Provider** with us you must:

- a. meet the **Recognition Criteria** applicable to your modality; and
- b. apply for recognition in accordance with our requirements.

Subject to the applicable **Recognition Criteria**, we will use the provider number issued to you for the purpose of paying **Benefits**, unless:

- a. where your recognition is via an Organisation, you notify your Organisation that you no longer wish to be a Recognised Provider;
- b. where your recognition is not via an Organisation, you notify us in writing that you no longer wish to be a Recognised Provider;
- c. we notify you in writing that your Recognised Provider status has changed; or

¹ The **Fund Rules** may be viewed at medibank.com.au and ahm.com.au

² For the criteria applicable to other AHPRA registered ancillary health professionals, please see our 'Recognition Criteria for AHPRA registered health care providers' on our websites.

- d. AHPRA³ or any other professional, regulatory or accrediting body ceases, suspends, or places conditions or restrictions on your registration or accreditation, in which case you should notify us within 10 business days.

Recognised Provider Recognition Criteria

If you wish to be recognised by us for the payment of *Benefits*, we expect you to meet the following criteria:

1. Independent Private Practice

You provide services and goods to our members in *Independent Private Practice*; that is, a professional practice (whether sole, partnership or group) that is self-supporting. This means that your practice's accommodation, facilities and services are not provided or subsidised by another party such as a *Public Hospital* or publicly funded facility.

2. Meet regulatory standards

You:

- a. are registered, or hold a licence, under any relevant State or Territory legislation to render Treatment for which recognition is sought;
- b. are professionally qualified, or a member of a professional body recognised by us; and
- c. comply with all laws and professional standards applicable to your health profession.

3. Facilities

You:

- a. treat patients in professional, clinically appropriate facilities; and
- b. except in the case of the dispensing of optical and hearing appliances, do not treat patients in facilities incorporated into a retail business setting⁴.

4. Privacy and Data Protection

4.1 You acknowledge that:

- a. information collected by you in supplying services and goods to our *Members* is subject to Privacy Legislation, including the *Privacy Act 1988 (Cth)*;
- b. information collected by us in relation to you is managed in line with our Privacy Policy⁵; and
- c. you will take reasonable steps to use secure and encrypted channels when sharing information us.

4.2 If you have knowledge of any:

- a. accidental loss or destruction of, or unauthorised disclosure of or access to our Members personal information; or
- b. data security breach of your subcontractors' systems that are used in the provision of the services which may have impact upon the security of our Members personal information,

You must:

- c. report such unauthorised disclosure or access to us as soon as practicable;

³ In the case of Chinese Medicine Practitioners.

⁴ 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.

⁵ Medibank's and ahm's Privacy Policy may be viewed at http://www.medibank.com.au/client/Documents/Pdfs/medibank_privacy_policy.pdf and <https://ahm.com.au/privacy-policy>

- d. mitigate, to the extent practicable, any harmful effect of such disclosure or access that is known to you or your approved subcontractors;
- e. cooperate with us in providing any notices to individuals regarding accidental or unauthorised disclosures, as reasonably directed by us; and
- f. co-operate with any investigation into the incident that is subsequently undertaken by any data privacy authority, in consultation with us.

Enquiries about the manner in which personal information is handled or if enquiries related to data protection may be directed to our Privacy Officer by writing to privacy@medibank.com.au.

5. Facilitating information sharing with third parties

We may identify you as an ancillary health care provider on our website, affiliated websites or in member communications. We may publish your name, practice address(es), contact information, and other practice details.

We may also publish (on a de-identified and aggregated basis) information we hold about the amounts you charge our **Members** for your goods and services.

6. Request for patient service records

You will provide on request, at no charge and within 10 business days, copies of any records relating to services and goods provided to our **Members** for which **Benefits** have been claimed.

Additional Conditions

We may, at any time, impose additional conditions that we consider reasonable.

These additional conditions:

- a. may be imposed on an individual Recognised Provider or a group of providers; and
- b. will be communicated to you in the form of a Compliance Notice.

Change of Recognised Provider status

If an ancillary health care provider does not meet the applicable **Recognition Criteria**, including any additional conditions, we may refuse to recognise them, or suspend or cancel their recognition for the payment of **Benefits**, with immediate effect or with notice depending on the circumstances.

If we suspend your recognition at any time, then you may re-apply in accordance with the terms of our suspension notification.

Changes to Recognition Criteria

These **Recognition Criteria** are published on medibank.com.au and ahm.com.au. They were last updated on 15 June 2018 and may be amended by us from time to time. **Recognised Providers** are encouraged to visit our websites regularly to see the most current version.

Ancillary Billing Standards

Introduction

Medibank Private Limited offers private health insurance products under two brands, 'Medibank' and 'ahm health insurance'. This document sets out supplementary standards which are **Recognition Criteria** applicable to certain **Recognised Providers** ('you', 'your') under the **Fund Rules** for Medibank and ahm (collectively 'we', 'us' or 'our').

Bold capitalised terms in this document have the same meaning as in the applicable **Fund Rules**.

Do these criteria apply to you?

We expect you to meet the **Recognition Criteria** set out in this document if:

- a. our websites say that these Ancillary Billing Standards apply to a particular modality and you provide ancillary health care services in that modality; and
- b. you wish to be recognised for the payment of **Benefits**, so that those of your patients who are **Members** with us may be able to claim **Benefits** from us in respect of your services or goods.

Recognised Provider Recognition Criteria

If you wish to be recognised, or to continue to be recognised, by us for the payment of **Benefits** to or on behalf of a **Member**, we expect you to meet the following criteria:

1. Your dealings with us

- All of your dealings with us are transparent and comply with applicable Australian laws and professional standards; and
- You will not claim or facilitate a claim for **Benefits** unless it relates to **Treatment** which is intended to manage or prevent a disease, injury or condition, or is otherwise permitted by law¹.

2. Financial records

Your financial records²:

- are true, accurate and not misleading;
- are maintained in English; and
- are made as soon as practical after the completion of the service or provision of goods.

3. Member accounts

Your member accounts³:

- are separately invoiced for each date on which services or goods are provided⁴;
- are on your official stationary bearing an official stamp, logo or otherwise identifiable as an original document;
- are issued in sequential order with individual invoice/receipt number;
- are signed by you or your authorised representative (the name of the person signing the receipt must be clearly legible);

¹ This requirement reflects the meaning of 'general treatment' in section 121-10 of the *Private Health Insurance Act 2007* and Part 3 of the *Private Health Insurance (Health Insurance Business) Rules 2015*.

² 'Financial records' means all data and records, including accounting records, whether created on paper, in writing or stored electronically relating to the fees, charges, costs, expenses in connection with services or goods supplied or to be supplied to Members.

³ 'Member accounts' means invoices, receipts and other documents created in connection with the billing our **Members** for services or goods and used or intended to be used in connection with a claim for **Benefits**.

⁴ Exceptions may apply if the item number description billed relates to a course of treatment.

- are on single-sided paper, if printed;
- are marked as a 'duplicate', if any duplicate account is issued after the original;
- identify:
 - your name, provider number, address (of the location where the services were provided), telephone number; and
 - the relevant business' name, address, telephone number and email address (if different from the service provider details);
- identify the name of the patient in respect of whom services or goods were provided;
- show:
 - all fees charged or chargeable;
 - whether the fees or charges have been paid, including details of payment type and date; and
 - any discounts applied;
- identify the services and goods provided, and in respect of each service or good provided, detail:
 - the date on which the services or goods were supplied;
 - the relevant item number(s);
 - the item description; and
 - where relevant, the body part/tooth identification number for each service.

4. Use of provider number and electronic claims

With respect to use of your provider number and making electronic claims, you:

- only use your provider number for billing in respect of services or goods which you provided personally or which were provided under your direct supervision;
- maintain the integrity and accuracy of all accounts and electronic claiming initiated under your provider number;
- have and use a current provider registration number for each location at which you practice;
- notify us upon ceasing to work at a location within 10 business days;
- comply with all of the terms and conditions of electronic claiming facilities;
- immediately cease using electronic claiming, or any other claiming channel, if we request you to do so;
- do not initiate an account or electronic claim unless you provided the services (which includes students and assistants working under your direct supervision and/or instruction); and
- do not retain possession of a **Member's** Fund membership card for any longer than is necessary to process an electronic claim, unless the Fund requests otherwise.

5. Servicing our Members

In providing services and goods to our **Members**, you:

- ensure that:
 - where a Medibank or ahm membership card is presented for the purpose of electronic claiming, the person who presented for **Treatment** is listed on the membership card; and
 - where patient accounts are issued, the patient account is issued in the name of the person who received the **Treatment**;
- obtain the informed financial consent of **Members** prior to the commencement of any **Treatment** or the provision of any goods;
- do not claim or facilitate the claiming of **Benefits** for **Treatment**:
 - provided to your partner, **Dependants** or business partners or the partner or Dependants of your business partner, except in accordance with our **Fund Rules**;
 - when the cost of your services or goods has been fully covered by a third party or otherwise to the extent directly or indirectly funded by you, or
 - otherwise if a claim contains false or misleading information;
- ensure, if a service or good may be claimed from Medicare or another government or statutory body, that the accounts state that the services and goods cannot be claimed via private health insurance; and



- record the item number related to the *Treatment* provided and do not substitute another item number based on the *Benefit* payable.

6. Promotion of your business

In promoting your business, you do not:

- directly or indirectly encourage the indiscriminate or unnecessary use of your services;
- subsidise the purchase of goods or services through *Benefits* paid or payable by us;
- use health fund benefits as a deposit for the purchase of good or services; or
- use our brands or logos without our express permission in writing to do so.

Patient Records Standards

Medibank Private Limited offers private health insurance products under two brands, 'Medibank' and 'ahm health insurance'. This document sets out supplementary standards which are **Recognition Criteria** applicable to certain **Recognised Providers** ('you', 'your') under the **Fund Rules** for Medibank and ahm (collectively 'we', 'us' or 'our').

Unless otherwise stated, bold capitalised terms in this document have the same meaning as in the applicable **Fund Rules**.

Do these criteria apply to you?

We expect you to meet the criteria set out in this document if:

- a. our websites say that these Patient Records Standards apply to a particular modality and you provide ancillary health care services in that modality; and
- b. you wish to be recognised for the payment of **Benefits**, so that those of your patients who are **Members** with us may be able to claim **Benefits** from us in respect of your services or goods.

For clarity, to the extent that you are unable to comply with the criteria in this document whilst also complying with a standard, policy, code or guideline concerning clinical or patient records published by the professional organisations representing your health profession (collectively, the **Professional Standards**), then the Professional Standards take precedence to the extent of the inconsistency.

Recognised Provider Recognition Criteria

If you wish to be recognised, or continue to be recognised, by us for the payment of **Benefits** to or on behalf of a **Member**, we expect you to meet the following criteria:

1. Patient records – general requirements

Your patient records:

- comply with all **Professional Standards**;
- are a comprehensive, true and accurate reflection of all services or goods provided;
- are made at the time of providing the services or goods or as soon as practicable afterwards;
- clearly identify the patient and the services or goods provided;
- are written in English, understandable by a third party and in a format that allows for continuity of care;
- are at a standard that enables us to verify whether you have provided services and goods in accordance with our **Recognition Criteria**;
- are in chronological order;
- are stored in a manner that allows for prompt retrieval, and if stored in electronic format, are appropriately backed up and have a tamper-proof audit trail;
- contain:
 - the patient's name, address, date of birth and contact details;
 - relevant medical and health history, including allergies, previous and current medication and illness, details of previous treatment and referrals;
 - presenting conditions, including symptoms;
 - baseline measures, improvements and outcomes reached; and
 - the commencement and conclusion time of each **Treatment**, unless you have a separate booking system that records the full name and appointment; and
- unless otherwise specified under applicable laws or professional standards, are retained for a minimum of seven years from the date the relevant service was provided.

2. Patient records – specific requirements in relation to each treatment

For each *Treatment*¹ provided, your patient record shows:

- the date of service of *Treatment*;
- the provider of the service;
- the advice and instructions given;
- any referrals made and received;
- details of the type of examination performed and observations made;
- progressive notes related to the *Treatment* provided; and
- in the case of alternative therapies²:
 - the technique(s) used, body parts treated and methods applied; and
 - specific details of goods supplied or herbs and vitamins dispensed or administered, including dosage.

¹ *Treatment* means services and items for which *Benefits* are payable under our **Fund Rules**

² Modalities classified as alternative therapies are specified at medibank.com.au and ahm.com.au

Recognition Criteria - Frequently Asked Questions

Medibank Private Limited offers private health insurance products under two brands: 'Medibank' and 'ahm health insurance'.

The **Fund Rules**¹ for Medibank and ahm (collectively 'we', 'us' or 'our') set out the terms and conditions on which we will pay **Benefits** on behalf of our **Members**.

This document provides guidance for ancillary health care providers on the application of the **Recognition Criteria**.

Bold capitalised terms in this document have the same meaning as in the applicable **Fund Rules**.

Are our Recognition Criteria binding on providers?

In simple terms, the answer is 'yes', if you would like your patients to be able to claim **Benefits** from the **Fund** in respect of services and goods you provide to them. This applies whether our **Member** claims **Benefits** from us directly, or whether an electronic claims facility (for example HICAPs) is used.

The **Recognition Criteria** are defined by our **Fund Rules** as the basis on which we agree to pay **Benefits** to a **Member**, or to a provider on behalf of a **Member**. If we consider that you do not meet our **Recognition Criteria** at any time, we may cease to recognise you for the payment of **Benefits** to, or on behalf of, our **Members**.

Why should you share a patient's personal information with us?

- a. Our **Fund Rules** contain, amongst other things, conditions for the payment of **Benefits**. These include Fund Rule E1.1 which states that '**Benefits** are payable where **Treatment** is provided by a **Recognised Provider**'.
- b. To be a '**Recognised Provider**' for the purpose of payment of **Benefits**, an ancillary health care provider must satisfy our '**Recognition Criteria**' (as defined in our **Fund Rules**).
- c. One of the **Recognition Criteria** is to make available to us, at no charge, information that substantiates **Benefits** claimed for services and goods.
- d. You may also be obliged to share information under the terms and conditions of any applicable electronic claims facility you use to support the claim of **Benefits** (such as HICAPs).
- e. If you are not satisfied that you have appropriate patient consent to share personal information to enable you to comply with the **Recognition Criteria**, then we encourage you to seek such consent directly from the **Member** so that you may continue to meet our **Recognition Criteria**.

Do we have a patient's consent for you to give us their personal and sensitive information?

- a. All **Members** accept our **Fund Rules** and Privacy Policy² as a condition of membership.
- b. The Privacy Policy notifies **Members** that, as part of their membership of the Fund, their personal and sensitive information may be collected from 'health service providers who have treated' them and used to 'process and audit payments and claims and to analyse, investigate, pursue and prevent suspected fraudulent activities'.
- c. In addition, Claim Forms³ used by the **Member** include a declaration and acknowledgment:

¹ The **Fund Rules** may be viewed at medibank.com.au and ahm.com.au

² Medibank's and ahm's Privacy Policy may be viewed at http://www.medibank.com.au/client/Documents/Pdfs/medibank_privacy_policy.pdf and <https://ahm.com.au/privacy-policy>

³ Our Claim Forms may be viewed at: https://www.medibank.com.au/health-insurance/brochures-forms/MPL_Medical_and_Extras_Claim_Form.pdf and <https://static.ahm.com.au/files/forms/claim-form.pdf>



- For Medibank members, that: 'I authorise any hospital or health service provider to give Medibank Private any information as may be necessary to assess this claim', and
 - For ahm members, that: 'I authorise ahm to check any of these services with the relevant provider and if any benefits have already been paid. I acknowledge that ahm health insurance may use the information on this claim form to assess and process this claim, or for other purposes related to this claim as outlined in the ahm Privacy Policy.
- d. Claims for Benefits submitted by Medibank **Members** via My Medibank⁴, are subject to the My Medibank Terms of Use, including clause 9(b)(iii) which states: 'Each time you lodge a claim via My Medibank, you are declaring and agreeing that... you authorise any hospital or health service provider to give Medibank any information as may be necessary to assess the claim'.

What should you do if there has been unauthorised access or loss of Members personal information?

Privacy laws require Medibank to report notifiable data breaches to impacted **Members** and the Privacy Commissioner.

Examples of data breaches include:

- Unauthorised access to member information;
- Unencrypted files sent to the wrong recipient;
- Lost work laptops or phones that hold personal information.

As a **Recognised Provider** you will be required to notify of any accidental loss or destruction of, or unauthorised disclosure of or access to our **Members** personal information by yourself or a subcontractor working on your behalf.

If a data breach occurs you must:

- report such unauthorised disclosure or access to us as soon as practicable at privacy@medibank.com.au;
- mitigate, to the extent practicable, any harmful effect of such disclosure or access;
- cooperate with us in providing any notices to individuals regarding accidental or unauthorised disclosures, as reasonably directed by us; and
- co-operate with any investigation into the incident that is subsequently undertaken by any data privacy authority, in consultation with us.

What is our provider review process?

On an ongoing basis we analyse claims data for inconsistencies, irregularities and anomalies.

Where we identify claims or behaviours which appear to be irregular, we may send you a request to:

- support the claims with treatment records;
- explain the irregularities;
- change your behaviour; and
- repay any amounts paid for the claimed services, as appropriate.

Where a provider fails to respond to our request, or action as appropriate, we may issue a Compliance Notice to enforce our position.

Failure to comply with the Compliance Notice is a breach of our Recognition Criteria.

⁴ Our My Medibank terms of use may be viewed at: <https://members.medibank.com.au/terms-of-use.html>

What are the possible outcomes of our review process?

There are a range of outcomes that may result from our review. For example:

- a. there may be no change in your status with us;
- b. we may retain your status as a **Recognised Provider** but continue to monitor your service profile for variations;
- c. we may impose additional conditions on your recognition;
- d. we may suspend or cancel your status as a **Recognised Provider**.

We may also seek recovery of any **Benefits** improperly paid, and we may take any other action we deem reasonable in the circumstances.

From time to time we may undertake an audit of registered provider numbers. If no **Benefits** have been claimed by our **Members** for goods and services provided by you during the previous two years, we may close your provider number.

Why might Medibank and ahm suspend or cancel a Recognised Provider's status?

We may suspend or cease to recognise you for the payment of Benefits to, or on behalf of, our Members if in our opinion you do not meet our Recognition Criteria, for example if:

- you do not satisfy our patient records standards;
- you refuse or neglect to provide copies of records as requested;
- you create false or misleading records;
- you fail to comply to a Compliance Notice;
- there are no claims made by any of our **Members** for services or goods under your provider number for two years;
- you permit another person to use your provider number;
- you provide services or goods otherwise than in compliance with the *Private Health Insurance Act 2007* (Cth);
- you make or you aid another person to make fraudulent claims for **Benefits**;
- you do not comply with relevant laws and professional standards, including privacy laws;
- you are convicted of a crime; or
- you cease to be authorised to practise as a health provider in your profession.

We may also suspend or cease to recognise you for the payment of Benefits if, in our discretion:

- you cause intentional or malicious damage to our brand or interests;
- you act improperly and adversely affect the interests of our **Members**;
- you act improperly and adversely affect our interests; or
- you use our brands, logos or other trademarks in an unauthorised way.

How can we cease to recognise you as a Recognised Provider?

Under our **Fund Rules**⁵, we may suspend or cancel a provider's recognition for the purpose of paying **Benefits** if they do not meet the standards published by Medibank. At our absolute discretion, we may refuse to grant recognition, or suspend or cancel a **Recognised Provider's** recognition, with immediate effect or with notice, depending on the circumstances.

What happens if we suspend your Recognised Provider status?

If we suspend your status as a **Recognised Provider**, we will not pay claims for **Benefits** in respect of services or goods provided by you under your provider number during the period of the suspension.

We will nominate the period during which the suspension will apply and any other conditions which may apply. At the conclusion of the suspension period, you may apply to have your status as a **Recognised Provider** reinstated in accordance with the terms of the suspension, unless in the intervening period we have given you notice of any variation to the terms of the suspension.

What happens if we cancel your Recognised Provider status?

If we cancel your status as a **Recognised Provider** we will not pay claims for **Benefits** in respect of services or goods provided by you under your provider number from the date on which the cancellation came into effect.

Can a Recognised Provider continue to provide services after their provider recognition is suspended or cancelled?

Yes, but we will not pay **Benefits** for any services or goods provided (and you will be unable to claim **Benefits** through HICAPS or any similar electronic claiming system) once your recognition has been suspended or cancelled.

If your status as a **Recognised Provider** with us has been suspended or cancelled, and one of our **Members** seeks treatment from you, you must provide full and transparent disclosure of all the relevant circumstances and obtain their fully informed financial consent before they commit to receiving your services, including obtaining an acknowledgement from them that they will not be able to claim **Benefits** from us.

You may not be entitled to provide services if you have conditions imposed upon you by a Regulator or you have ceased to be legally qualified to be a health care provider. If you are in any doubt about your obligations, seek guidance from your professional organisation or another appropriate adviser.

What notice is provided of a change in Recognised Provider status?

If we suspend or cancel your status as a Recognised Provider, we will notify you in writing:

- a. giving notice of the period before which the change of status will take effect (the notice period may be immediate or up to 30 days depending on the circumstances);
- b. advising you of the reason(s) for the change; and
- c. in the case of a suspension, stating the period during which the change is effective.

What other implications might there be as a result of a change in Recognised Provider status?

We may, in our absolute discretion, as we consider appropriate:

⁵ **Fund Rules**, clause E1.2



- a. write to **Members** who have been treated by you in the previous 12 months or more, and inform them that:
 - you are no longer a **Recognised Provider** with Medibank and ahm;
 - we will not pay **Benefits** in relation to services or goods supplied by you from the date that we ceased to recognise you; and
 - all claims received after your status changed may be subject to individual audit and assessment;
- b. advise third party providers of electronic claiming facilities that we no longer recognise your provider number for the payment of **Benefits**;
- c. inform professional organisations and/or regulatory bodies that we have ceased to recognise your provider number for the payment of **Benefits**, and disclose the reasons and whether the suspension includes anyone employed by you, practicing under the same business name or from the same practice address;
- d. notify other law enforcement bodies and provide information which we consider should be investigated for the purposes of law enforcement; and
- e. pursue other legal remedies, including for compensation, restitution, damages or on any other basis.

How do I apply to be a Recognised Provider again after a period of suspension?

At the conclusion of a period of suspension, and in accordance with the terms of that suspension, we may, in our absolute discretion, consider an application in an approved form for you to be reinstated as a **Recognised Provider**.

We will review your application and advise you of our decision in writing within 30 business days of receipt.