

Terms & Conditions for Simplified Billing Agent

General

1. These terms and conditions (**Conditions**) apply to all persons who apply to Medibank Private Limited (**Medibank**) to become registered and recognised as Simplified Billing Agents (as defined below) and in relation to each Claim (as defined below) that is submitted to Medibank by a Simplified Billing Agent, whether that be via traditional, paper-based processes or via electronic processes approved by Medibank (including, but not limited to, processes that utilise Medicare Australia's 'Eclipse' system).

Definitions

2. In these Conditions, the following terms have the meanings as given below:
 - (a) **Benefit Payments** means amounts of benefits that Medibank determines are payable by it under private health insurance policies in response to Claims;
 - (b) **Claim** means any application or claim for the payment of benefits under, or in respect of, a policy of private health insurance issued by Medibank (**Policy**), regardless of whether the claim is made by an insured person, on behalf of an insured person by another person, by any person who has taken a PHI Benefit Assignment or by a person who submits a claim on behalf of a person who has taken a PHI Benefit Assignment;
 - (c) **Claimant** means the person who submits a Claim;
 - (d) **PHI Benefit Assignment** means an instrument made in writing (including via a Simplified Billing Assignment/Claim Form), signed by the person who is entitled under a Policy to make a claim to Medibank for the payment of benefits under that Policy, assigning to a Simplified Billing Agent the rights and interests of that person to such benefits as Medibank may pay in respect of treatments which are themselves specified in that instrument of assignment;
 - (e) **Recipient** means, in relation to a hospital treatment or general treatment, the person to or for whom that treatment was provided; and
 - (f) **Simplified Billing Agent** means a person as described in clause 4 below.

Application of these Conditions

3. These Conditions apply to Claims that are submitted by Simplified Billing Agents and which relate to in-hospital medical treatments (**Services**) for which benefits have been paid by Medicare Australia. These conditions apply on and after 5 September 2010 to claims that are submitted by Simplified Billing Agents.
4. A Simplified Billing Agent is an entity that has registered with Medibank as a 'simplified billing agent' or who, while not having so registered in advance, is nevertheless an entity from whom Medibank may from time to time agree to accept a Claim for the purposes of assessment of Benefit Payments.
5. By submitting a Claim, the Claimant agrees to the application of, and to be bound by, these Conditions in relation to that Claim.
6. These Conditions may be changed from time to time by Medibank, and the version of these Conditions that is available at any time on Medibank's website at the URL 'medibank.com.au' and by following the hyperlinks therein to areas designated as 'Health Insurance' and then 'Information for Health Care Providers' > 'Information on 25% Fund Gap' > 'Information for Simplified Billing Agents' is the version that applies to a Claim that is submitted at that time. If for any reason no version of these Conditions is available on Medibank's website at any particular time, then it is the version of these Conditions that was most recently available on the Medibank website (or otherwise that was most recently provided to Simplified Billing Agents generally) that applies to a Claim submitted at that time.
7. Medibank will not be obligated to assess, or to make any Benefit Payments in respect of, a Claim if that Claim does not meet the following operational requirements (which may be modified at any time by written notice to Simplified Billing Agents):
 - (a) each Claim must be included in a completed 'Batch Header' or 'Resubmission Batch Header' in a form as approved by Medibank;
 - (b) such Batch Header may not comprise more than 40 Claims nor may a Resubmission Batch Header comprise more than 10 Claims;
 - (c) each Claim must specify:
 - (i) Medibank membership number of the Recipient of the Service that is the subject of the Claim;
 - (ii) First name and last name of the Recipient;
 - (iii) Date of birth of the Recipient;
 - (iv) Date upon which the Service that is the subject of the Claim was provided;
 - (v) Name of the provider of the Service;
 - (vi) Medicare provider number of the provider of the Service;
 - (vii) Amount of the charge for that Service;
 - (viii) Medicare Benefits Schedule item number for that Service;
 - (ix) Medicare Benefits Schedule fee for that Service;
 - (x) Amount of Medicare benefit or rebate paid for that Service;
 - (xi) Declaration of the Recipient as to whether the need for the Service arose in circumstances in respect of which the Recipient may have a right to compensation.
8. The information specified at clauses 7(vi) to (x) may be provided by including the Medicare Statement of Benefits with the other information that is provided to Medibank at the time a Claim is submitted.

Promises, representations and warranties given in relation to Claims

9. In submitting a Claim, the Claimant represents and warrants that:
 - (a) it is at that time registered with Medicare Australia as a billing agent;
 - (b) has registered with Medibank to be recognised as a simplified billing agent and has had no notice of a revocation of that status by Medibank;
 - (c) in registering with Medibank as a simplified billing agent it has nominated a bank account for the receipt of Benefit Payments which bank account is and continues to be a trust account; and
 - (d) either:
 - (i) it was the provider of each Service that is the subject of the Claim and it has obtained a PHI Benefit Assignment in respect of the provision of that Service;
 - (ii) it is the agent or other authorised representative of the provider of each Service that is the subject of the Claim and that provider has obtained a PHI Benefit Assignment in respect of that Service; or
 - (iii) it is the further assignee from the provider of each Service that is the subject of the Claim, where that provider has obtained a PHI Benefit Assignment in respect of that Service, and that that further assignment has been made in writing or operates pursuant to an agreement between itself and that provider.
10. Each Claimant will, in respect of each Claim that it submits, retain its copy of the Simplified Billing Assignment/Claim Form for a minimum of 2 years from the date of submission of the Claim to which that form relates and will make this available for inspection and for the taking of copies (along with its books, records and accounts relating to each Claim, evidence of its entitlement to submit each Claim, and the Medicare Statement of Benefit that relates to that Claim) by Medibank and any person appointed and authorised by Medibank for that person.
11. Where a Claimant submits a Claim as the agent or other authorised representative of the provider of Service that is the subject of that Claim and where that provider has obtained a PHI Benefit Assignment in respect of that Service, then:
 - (a) it will receive and hold any Benefit Payments in respect of that Claim in trust (and similarly hold in trust any interest earned on such Benefit Payments while held in trust), for the benefit of the provider of the Service to which those Benefit Payments relate and, if its arrangement as agent or authorised representative of that provider permits it to withhold or deduce any service fee, administration charge or commission, then in trust for its own benefit as well;
 - (b) it will receive those Benefit Payments into the same trust account as it maintains for the purposes of receiving amounts of benefits paid to it by Medicare or into another trust account that meets the same requirements as imposed by Medicare in respect of accounts into which Medicare-paid benefits are to be received; and
 - (c) it will disburse any Benefit Payments within 90 days of receiving the same from Medibank, paying these to the providers for whom they are agent or authorised representative, withholding only those amounts that its arrangements with such providers permits it to withhold.

Processing of Claims and making of Benefit Payments

12. Medibank will assess Claims in accordance with its fund rules (which may change from time to time).
13. Where Medibank assesses a Claim as giving rise to an entitlement to Benefit Payments, it will make such payments only by electronic transfer of funds into the trust account, details of which have been advised to Medibank by the Claimant submitting a Claim at the time of registering with Medibank as a Simplified Billing Agent, or such other account as the Claimant has since notified to Medibank in writing as being a replacement account for that originally nominated account.
14. Where necessary, Medibank may, from time to time, approve and implement alternative Benefit Payments processes to those described at clause 13.
15. Where any Benefit Payment appears to have been made incorrectly or in an incorrect amount then Medibank may, by notice to the Simplified Billing Agent, require the immediate repayment of any overpayment or take any other steps as are reasonable in the circumstances in order to make an appropriate adjustment to the payment of monies to the Simplified Billing Agent.

Ongoing obligations Simplified Billing Agents

16. Each Simplified Billing Agent will notify Medibank in writing immediately that:
 - (a) any trustee, administrator, liquidator, receiver and manager or other court-appointed agent is appointed to the control of the affairs, business or any asset of the Simplified Billing Agent;
 - (b) any step is taken, whether by the Simplified Billing Agent or any other person, to wind-up or de-register the Simplified Billing Agent or to seek to return capital to any share- or stock-holder in or owner of the Simplified Billing Agent;
 - (c) any employee, officer, partner or director of the Simplified Billing Agent becomes a person who is disqualified from managing the affairs of a corporation pursuant to the Corporations Act 2001 (Cth);
 - (d) there is any change in the ownership or control of the Simplified Billing Agent;
 - (e) Medicare Australia ceases to recognise it as a billing agent; or
 - (f) there is any change in the Simplified Billing Agent's name, registered address, contact details, trust account details or the identities of the Key Contact or Account Contact notified to Medibank in or subsequent to the making of its application to be recognised and registered as a Simplified Billing Agent.
17. Medibank may, by notice in writing to a Simplified Billing Agent, advise that entity that it is, or will be from a specified time, no longer recognised by or registered with Medibank as a Simplified Billing Agent.
18. Where the Simplified Billing Agent wishes to notify to Medibank any change to its details as held by Medibank (including those matters which are mentioned in clause 16(f)), this must be communicated by either the Key Contact or the Account Contact as most recently advised to Medibank Private by the Simplified Billing Agent. Medibank's contact details are (until changed by notice given to each Simplified Billing Agent):
 - (a) for communications via email: **Medical_Contract_Administration@medibank.com.au**;
 - (b) for communications via facsimile: (03) 8622 5691; and
 - (c) by pre-paid post: **Medical Services Manager, Provider Relations,
Medibank Private, GPO Box 9999,
Melbourne VIC 3000.**
19. Medibank's telephone contact details for the purposes of enquiries regarding Claims and the submission of accounts are **1300 130 460** (during ordinary business hours, AEST, Monday to Friday only).
20. This version of the Conditions is current as at **11 June 2010**.