

## Recognition Criteria - Frequently Asked Questions

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

The **Fund Rules**<sup>1</sup> 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 Policy<sup>2</sup> 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 Forms<sup>3</sup> used by the **Member** include a declaration and acknowledgment:

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<sup>1</sup> The **Fund Rules** may be viewed at [medibank.com.au](http://medibank.com.au) and [ahm.com.au](http://ahm.com.au)

<sup>2</sup> Medibank's and ahm's Privacy Policy may be viewed at [http://www.medibank.com.au/client/Documents/Pdfs/medibank\\_privacy\\_policy.pdf](http://www.medibank.com.au/client/Documents/Pdfs/medibank_privacy_policy.pdf) and <https://ahm.com.au/privacy-policy>

<sup>3</sup> Our Claim Forms may be viewed at: [https://www.medibank.com.au/health-insurance/brochures-forms/MPL\\_Medical\\_and\\_Extras\\_Claim\\_Form.pdf](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 Medibank<sup>4</sup>, 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](mailto: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.

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<sup>4</sup> 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**<sup>5</sup>, 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:

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<sup>5</sup> **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.