



Mildura Health Fund Terms and Conditions for Recognised Providers

Effective 1/04/2019

1. Introduction

- a) These Provider Terms (“terms”) apply to Recognised providers that provide services to Mildura Health Fund (MHF) members.
- b) Providers of inpatient Hospital, Medical and General Treatment Services may be recognised by Mildura Health Fund (MHF) for the purpose of paying benefits to Members that have received Services provided by a Recognised Provider.
- c) In these terms, “goods” and “services” mean respectively, goods and services for which we agree, under our relevant health insurance policies, to pay benefits.
- d) In order to be, and continue to be, a Recognised Provider with MHF you must meet and continue to comply with these terms.

2. Obligations as a Mildura Health Fund Recognised Provider

- a) As a Provider Recognised by MHF, you must:
 - i. comply with these terms;
 - ii. comply with the terms of any relevant electronic claiming system, such as ECLIPSE and HICAPS used to transact with MHF;
 - iii. if not using an electronic claiming system, provide Member Accounts to our members for each good and service you provide to them;
 - iv. maintain a current ARHG and/or an Australian Government issued provider number and, if you are a Board Registered Practitioner or Facility eligible for a Medicare Australia provider number, a current Medicare Australia issued provider number (“Provider Number(s)”);
 - v. provide your services with due care and skill and with the level of expertise reasonably expected of a member of your profession;
 - vi. not allow your Provider Number(s) to be used by any other person;
 - vii. include your Provider Number(s) on all Member Accounts, invoices and receipts issued to our member for your goods and services, ensuring that such documents include your Provider Number(s) for the location of the provision of those goods and services;
 - viii. only provide goods or services to our members at the location to which your Provider Number applies;
 - ix. only submit a claim or issue an invoice to one of our members:
 - x. in relation to goods or services you have provided; and
 - xi. on or after the date of such service;
 - xii. not alter, amend, falsify or omit information on a Member Account, invoice or receipt (enabling, for example, a member to falsely claim a benefit);
 - xiii. obtain our prior written consent if you wish to refer to us, our brands, our members or products in your marketing or promotional material;
 - xiv. not disadvantage MHF members, such as by charging a fee, solely because a health insurance claim is to be processed;

- xv. permit a person nominated by MHF to have access, wherever stored, without charge, to all records where a service has been provided to our policy holders; and
- xvi. if requested by MHF, supply MHF with evidence that you meet the current MHF Provider Recognition Criteria and comply with these terms.

b) Additionally, in relation to the premises from which you practice, you must:

- a. practice and consult at and from premises that are, in MHF's reasonable opinion:
 - i. clinically appropriate for the practice of your profession and provision of your goods and services;
 - ii. designed to promote good hygiene practices to the standards expected of your profession; and
 - iii. otherwise suitable for the delivery of health services.
- b. comply with any Australian national or state law including any applicable approvals relating to your premises and the clinical treatment you provide;
- c. maintain the physical aspects of your premises to a satisfactory level. For example, treatment rooms should permit confidential conversations and maintain patients' visual privacy.
- d. ensure the premises provide a safe environment for patients and practitioners in accordance with Australian national and state law aimed at protecting the health, safety and welfare of anyone at a workplace.

3. Information Handling

- a) When handling Sensitive or Personal Information (as those terms are defined in the Privacy Act 1988 (Cth)) you must comply – and assist us to comply – with any applicable privacy legislation (including the Privacy Act 1988 (Cth) and any health records legislation) and industry codes.
- b) You must keep confidential any of our financial details we disclose to you.
- c) We must keep confidential any of your financial details you disclose to us except where:
 - i. we need to obtain financial or legal advice;
 - ii. we need to advise our member of the amount of any co-payments (although you are responsible for obtaining our member' informed financial consent before providing goods or services for which you wish to charge a co-payment); or
 - iii. we are required by law to disclose such details.
- d) In the course of conducting our business, we may disclose your information on a confidential basis to our related entities within Mildura Health.
- e) If you believe you have breached this clause, you must immediately notify us of the nature and extent of the breach and promptly make all reasonable endeavours to rectify that breach.

4. Investigations

- a) From time to time, we may seek to confirm the validity of a claim for goods or services you have provided to one of our policy holders. Accordingly, we may at our cost, conduct an investigation using any or all of the following:
 - i. our Records;
 - ii. your Records or, if applicable, the Records of any entity which services or manages your practice; and
 - iii. an investigator or clinical advisor appointed by us.
- b) If we ask you to make your Records available to us (or an investigator or clinical advisor appointed by us):
 - i. we will give you at least two (2) days' notice;
 - ii. subject to clause 4, you must promptly make those Records available to us or procure the prompt provision of those Records to us; and

- iii. if contrary to these terms, your Records are not in English, you will provide at your cost, a translation from a (in our reasonable opinion) reputable, suitably accredited interpreter service.

5. Information Collection

- a) Mildura Health Fund has a zero tolerance policy for fraudulent behaviour.
- b) Mildura Health Fund may audit Provider Patient Records to ensure that the correct services are being charged
- c) A Mildura Health Fund representative may visit a location for audit purposes to further examine or copy the records of a Provider in relation to treatment provided, in conjunction with this agreement.

6. Invoice/Receipt requirements

Providers must follow MHF requirements when issuing member receipts for patients. These requirements are:

- a) Member's full name and address.
- b) The date and location that the service took place.
- c) A clear and accurate description of the treatment performed.
- d) Item numbers (where possible).
- e) The date the invoice or receipt was issued.
- f) Details of amounts paid and any outstanding balances.
- g) A minimum of three identifiers present on the account/receipt to identify the provider. Identifiers may include; name, provider number, phone number, practice name, association number or ABN.
- h) Manual receipts should be issued on formal letterhead or formally stamped and signed.

7. Patient Record Keeping Requirements

Recognised Providers must maintain accurate, legible, contemporaneous, English-written accounting records of each good or service provided to a MHF Member

- a) Each patient record must be labelled with the member's identifying details and including
 - i. full name, date of birth, gender, address and contact details;
 - ii. date and time of each service;
 - iii. details of the services and goods provided, including the itemised fee for each service and good;
 - iv. body part/tooth identification number for each service; and
 - v. details of all payments, including the date of the payment.
 - vi. Individual invoice or receipt number on each receipt
- b) In cases where electronic claiming is not used, an itemised receipt must be issued for each payment indicating the:
 - vii. date of payment;
 - viii. Provider number(s);
 - ix. ABN;
 - x. name of the practitioner who provided the service;
 - xi. address where the service was provided and the contact telephone number;
 - xii. name of the patient who received the treatment;
 - xiii. date of the service;
 - xiv. treatments provided and the products supplied and the individual charge for each item treatment or service; and
 - xv. body part/tooth identification number for each service.
- c) There can be only one fully itemised original account/receipt. All duplicated accounts/receipts must be endorsed as "duplicate".

- d) All accounts/receipts should be on printed stationery. If they are produced electronically, either the provider of that service or the provider's representative should sign them at the time of issue.
- e) Where a quote is itemised, the account/receipt must be endorsed "quote" or "estimate".
- f) Providers must keep the patient records set out in this clauses ("Patient Record Keeping Requirements") for the minimum time prescribed in legislation relevant to the Recognised Provider's profession. Where no such legislation exists, for a minimum period of 7 years and where the Member is under 21 years at the time of the Service, for a period of 7 years after they would have reached 21 years of age.
- g) Electronic Patient Records must be regularly backed-up with a duplicate copy stored securely off site.
- h) If goods supplied have been specifically fabricated or customised for the sole use of a Member, the Recognised Provider must retain a copy of any order forms and supplier invoices that relate to that good including dentures, dental crowns, bridges, custom made orthoses and optical lenses.

8. Clinical Record Keeping Requirements

- a) Recognised Providers must meet the following record keeping requirements and any others required by your Professional Body, according to any applicable Professional Standards and according to law. Provider must make and keep a clinical record of each good and service provided to one of our members. Each record must be accurate, legible and easily readable by a third party, contemporaneous, written in English and clearly indicated as applying to that member. It must be signed or initialled (electronically or penned) by the provider and include the following details:
 - i. name;
 - ii. address;
 - iii. date of birth; and
 - iv. contact telephone number.
- b) Any practice management software utilised to keep records must meet any applicable industry requirements such as those set by your Professional Body and where applicable by the Australian Health Practitioner Registration board. Use of practice management software that pre-populates clinical notes without allowing for the manual input of comprehensive clinical notes does not meet MHF's requirements under these terms.
- c) A relevant medical and health history including details relevant to the presenting condition, including presenting signs and symptoms. Such history may include but should not be limited to:
 - i. previous illnesses
 - ii. pregnancy status
 - iii. allergies
 - iv. current medication
 - v. details relevant to the presenting condition presenting signs and symptoms
- d) The details of each visit by, and good or service provided to, a policy holder must be separately recorded, with each record including the following:
 - i. date of visit;
 - ii. details of the treatment, including:
 - o areas of the body treated;
 - o treatment techniques utilised;
 - o any herbs or vitamins prescribed, including dosage;
 - o any materials used/applied, drugs administered or prescribed including dosage; and
 - o any advice or instructions given;
 - iii. details of referrals made;
 - iv. outcomes of any previous treatment; plus
 - v. any other details as recommended by either or both of your Professional Body and Registration Board (as applicable).

9. Provider Conduct

Recognised providers will:

- a) Not use Mildura Health Fund logos or trademarks nor imply any association from or endorsement with Mildura Health, without express written authorisation.
- b) Not provide Mildura Health Fund members any goods sourced directly outside of Australia without first receiving those goods in Australia and inspecting them for safety, quality and all applicable Australian Standards.
- c) Comply with all laws and regulations applicable to the provider's services, including, but not limited to, the *Competition and Consumer Act 2010*, the *Privacy Act 1988* and State and Territory fair trading law;
- d) Comply with any audits Mildura Health Fund conducts in an honest manner, providing all relevant documentation upon request; and
- e) Not provide treatment for themselves as an individual (or Member) or to their spouse, defacto partner or dependents; or business partner, or the spouse, defacto partner or dependents of the practitioners partner.

10. Suspension

- a) We may immediately and without notice, suspend your status as a Recognised Provider with MHF in any or all of the following circumstances:
 - i. we reasonably believe that you no longer meet our Provider Recognition Criteria;
 - ii. you breach any of these terms and in MHF's reasonable opinion the breach cannot be rectified;
 - iii. your membership of a relevant Professional Body or Registration Board has lapsed;
 - iv. conditions, restrictions and/or reprimands are placed on your membership with the relevant Professional Body or Registration Board;
 - v. You cease to hold a first aid certificate;
 - vi. you cease to hold professional Indemnity Insurance; or
 - vii. your continuing professional education (CPE) points have fallen below the threshold acceptable to your Professional Body, Registration Board or MHF.
- b) Your suspension will continue until such time as you provide evidence to our satisfaction that none of the above circumstances continues to apply.
- c) We may immediately and without notice, suspend your status as a Recognised Provider if none of our policy holders has made a claim in respect to your goods or services for a continuous period of two (2) or more years. We may, however, remove the suspension and pay the applicable claims if we receive at least three (3) claims from policy holders within the subsequent six (6) month period.

11. Deregistration Policy

- a) Notwithstanding anything else in these terms, we may, at our sole discretion and on giving you two (2) months' written notice, terminate your status as a Recognised Provider with us and, accordingly, our relationship with you as contemplated by these terms will end. If we do so, we will, in accordance with our Fund Rules, honour all valid claims with respect to goods and services you have provided to our members before the date of termination.
- b) We may immediately on written notice to you, terminate our relationship with you if:
 - i. you do not comply with any (civil or criminal) law;
 - ii. you breach any of these terms and fail to rectify the breach within 30 days of becoming aware of that breach or receiving our notice of that breach, whichever is the sooner;
 - iii. you breach a material obligation under these terms;

- iv. we reasonably believe that you have breached a Professional Standard (for example, if alerted to us by a MHF appointed independent investigator / adviser, Professional Body, Registration Board or Court) including, but not limited to where you provide a services, treatment or goods that is unnecessary, not reasonably required or excessive or clinically justified in circumstances;
 - v. in any of the circumstances under which we may suspend your status as a Recognised Provider under clause 10;
 - vi. we reasonably believe your conduct may adversely impact our goodwill, reputation or business;
 - vii. we decide to end our relationship with all our Recognised Providers or all members of a particular Professional Body; or
 - viii. none of our policy holders has made a claim in respect to your goods or services for a continuous period of 30 or more months
- c) We may immediately without notice, terminate our relationship with you in any or all of the following circumstances:
- i. you have been convicted of a felony or expelled from a Professional Body or deregistered, suspended or sanctioned by a Registration Board;
 - ii. we believe on reasonable grounds that your conduct may negatively impact patient care and safety or bring MHF's brand to disrepute;
 - iii. conditions, restrictions and/or reprimands are placed on your membership with the relevant Professional Body or Registration Board
- d) In deciding whether or not to terminate our relationship with you, we may consider (without limitation):
- i. the interests of our policy holders;
 - ii. the impact of your conduct on our goodwill, reputation and business;
 - iii. the financial integrity of our health fund; and
 - iv. any written submissions made by you or on your behalf.
- e) MHF may in its absolute discretion, upon termination, notify its members that benefits for your services are no longer payable.
- f) It will remain the discretion of MHF to deregister a provider at any time without prior notice if found to breach any of these Provider Terms and Conditions, or failure to comply with MHF's Recognition Requirements for Therapists /Allied Health Providers.
- g) MHF may suspend a providers HICAPS or ARHG number while conducting any investigations.

12. Privacy

Recognised Providers must comply with relevant Privacy and Health Records Legislation, including the *Privacy Act 1988 (Cth)* in relation to the Members' personal information. Recognised Providers must notify Mildura Health Fund if they reasonably believe that they have breached this clause.

Mildura Health Fund's privacy policy explains how MHF collects, uses, discloses (which may include obligations to overseas recipients in compliance with its privacy obligations)and keeps and secures personal information including how to opt out from direct marketing, how to request access to, and a correction of, the Recognised Provider's personal information or how to complain about a privacy breach. For a copy of MHF's privacy policy, call our member services team on **03 5023 0269** or go to mildurahealthfund.com.au.

Recognised Providers consent to Mildura Health Fund collecting, storing, using and disclosing their personal information for the purpose of an Agreement including to assess claims by Members.

13. Reporting Fraud

If a Recognised Provider suspects that a person or group is engaging in health insurance fraud, they must contact Mildura Health's investigations team on 03 5021 7010 or email investigations@mildurahealthfund.com.au.

14. Glossary

AHPRA means the Australian Health Practitioner Regulation Agency

ARHG means Australian Regional Health Group

Board Registered Practitioner means a health practitioner registered with a Registration Board.

Fund Rules means the MHF Fund rules registered with the Department of Health

General Treatment means treatment (including the provision of goods and services) that
(a) is intended to manage or prevent a disease, injury or condition; and
(b) is not Hospital Treatment; and in these Rules may include Extras treatment, Dental treatment or Hospital-substitute Treatment.

HICAPS means the electronic claiming system for Extras services.

Member means a Contributor in respect of one or more Tables of MHF and in respect of Benefits entitlements includes the Spouse and Dependents of the Contributor if covered by the policy.

Private Practice a health care practitioner is deemed to provide services in the course of Private Practice where the Fund considers the services to be so provided. A practitioner may provide services in the course of Private Practice notwithstanding that they may be provided from rooms located in a public hospital or other public facility, if the Fund is satisfied that the practice is inherently private in nature and not pursuant to a contractual or employment relationship with the public facility.

Professional Body means a professional association which we recognise as governing the practitioners of a given profession, and includes AHPRA and any Registration Board.

Professional Standard means any law, regulation, rule (including any applicable rule contained in the Private Health Insurance (Accreditation) Rules), policy, professional standard, ethics statement, guideline or code of conduct (whether voluntary or otherwise) that applies to the practice of your profession including, without limitation, any such standard issued by a Professional Body.

Provider Number(s) has the meaning given in clause 4(d).

Recognised Provider means a provider of health services who meets our Provider Recognition Criteria.

Records includes information about our policy holders in any form (including digital) including, but not limited to: X-rays, models, photographs, clinical records, appointment books, referral letters, test results and accounting records.

Registration Board means a registration board established and operating under the NRAS which is regulated by AHPRA.

Therapy means the professions recognised by MHF for benefits under our Mid-Extras and Five Star Extras covers in this group.