

# General Treatment Provider Recognition Policy

HealthPartners

Effective from April 2020

## 1. Purpose

Health Partners pays Benefits for treatment provided to Our Members by Recognised Providers. To be recognised by Health Partners, health care professionals must meet the Recognition Criteria set out in this policy document.

Health Partners has developed the following policy to ensure Our Members are supported to receive quality treatment and that Our Members' funds, managed by Health Partners, are protected from abuse and misuse.

Health Partners expects Recognised Providers agree to all the terms and conditions in this policy every time one of Our Members submits an eligible claim for professional services performed by that Recognised Provider.

At Health Partners absolute discretion, We may refuse to grant or We may suspend or cancel a health care professional's recognition with immediate effect or with notice depending on the circumstances.

## 2. Scope

This policy applies to all health care professionals currently recognised or wanting to be recognised by Health Partners for the payment of Benefits. It incorporates both recognition and de-recognition policies.

## 3. Definitions and Acronyms

Step	Action
<b>Account</b>	Means a statement of account or receipt that You have issued for professional services that You have provided to one of Our Members which sets out such details as are reasonably necessary for Us to assess a claim.
<b>Benefit</b>	Means an amount payable by Health Partners to or for a Member, in respect of expenses incurred by a Member for treatment, in accordance with the terms and conditions of the Fund Rule.
<b>Fund Rules</b>	Means Health Partners fund rules which determines a Member's entitlement to benefits under their Health Partners health insurance policy.
<b>General Treatment</b>	Has the same meaning as set out in <i>section 121-10 of the Private Health Insurance Act 2007 (Cth)</i> or any amendment or replacement of it.
<b>Member</b>	Means a person who is a financial member of Health Partners with a policy covering General Treatment and in the case of a family membership, includes all dependants covered by that membership.
<b>Patient</b>	Means a Member receiving medical and/or therapeutic treatment by a healthcare professional.
<b>Professional Body</b>	Means and includes: <ol style="list-style-type: none"><li>any registration board(s) that register health professionals under relevant Federal, State or Territory legislation, and is relevant to Your profession;</li><li>any professional association for Your profession that is recognised by Health Partners;</li><li>any court, tribunal, commission, board, committee or body that hears complaints relating to a breach of professional standards by members of Your profession.</li></ol>
<b>Professional Standard</b>	Means any law, regulation, 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.
<b>Provider Terms</b>	Means the terms that govern Our relationship with You as a Recognised Provider as set out in this document.
<b>Recognised Provider</b>	Means a health care professional recognised by Health Partners for the purpose of the payment of Benefits for General Treatment services provided to eligible Members.
<b>Recognition Criteria</b>	Means: <ol style="list-style-type: none"><li>the standards in the <i>Private Health Insurance (Accreditation) Rules 2011 (Cth)</i>; and</li><li>any other criteria that Health Partners considers reasonable.</li></ol>
<b>Records</b>	Means and includes x-rays, models, photographs and clinical records.
<b>We, Our, Us</b>	Means Health Partners Limited.
<b>You, Your</b>	Means a person in the practice of providing professional services to Our Members who is a Recognised Provider and such other providers as We decide are governed by these terms from time to time.

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## 4. Recognition Criteria

To become a Recognised Provider, You must:

- a. be fully registered with or a member of a Professional Body and hold any necessary licences under relevant National, State or Territory legislation to provide professional services for which recognition is sought; and
- b. meet the standards determined or recognised by Us and any other criteria that We consider reasonable.

## 5. General Treatment Provider Terms

Our Provider Terms govern Health Partners relationship with You as a Recognised Provider and are set out in this document.

## 6. Agreeing to Our Provider Terms

Each time one of Our Members claims a Benefit from Us for professional services that You provide to them, You agree that Our Provider Terms will govern Our relationship with You.

## 7. Being a Recognised Provider

If You are a Recognised Provider:

- a. We pay Benefits for professional services that You provide in private practice to Our Members in accordance with Our Fund Rules; and
- b. when promoting Your professional services, You may refer to Yourself as a “Health Partners Recognised Provider”; and
- c. We may refer to You as a “Health Partners Recognised Provider” in Our advertising and promotion.

You will remain a Recognised Provider unless we notify You that Our relationship has ended (see Clauses 13-17) or You decide to end Our relationship (see Clause 18).

## 8. Responsibilities as a Recognised Provider

As a Health Partners Recognised Provider You must:

- a. comply with Our Recognition Criteria; and
- b. in cases where You are not using an electronic claiming system, provide Accounts to Our Members for each professional service You provide them; and
- c. ensure that only Your provider number is used on Your Accounts; and
- d. comply with applicable Professional Standards; and
- e. keep Records sufficient for Us to be able to confirm that You have provided each professional service claimed by Our Members as described in those claims, in accordance with our Record Keeping Requirements (see Clause 21); and
- f. provide professional services to Our Members with due care and skill and with the level of expertise reasonably expected of Your profession; and
- g. submit a copy of each Account to Us; and
- h. get Our consent if You wish to refer to Us, Our brands, Our Members or Our products in Your marketing or promotional material (other than by referring to Yourself as a “Health Partners Recognised Provider”); and
- i. warrant that You have never been convicted of a felony or been expelled from a provider association or deregistered, suspended or sanctioned by a Professional Body.

## 9. Health Partners Benefit Payments

In accordance with Our Fund Rules and this policy, We will pay Benefits for a professional service provided by You to one of Our Members if:

- a. We receive an Account for it; and
- b. Our Member has taken out cover that expressly includes that professional service.

We will decline to pay Benefits for treatment rendered to Yourself, Your spouse, Your partner, Your child/ren, dependants, business associates or the spouse, partner, child/ren or dependants of Your business associates or any person who is covered on the same membership.

An exception to this is when We are satisfied that the charge is raised as a legally enforceable debt or in respect of the invoiced cost of materials required in connection with any treatment.

## 10. Confirming that claims are correct

From time to time, We may decide to confirm that claims that have been made for professional services are correct.

If We decide to confirm a claim for a professional service that You have provided to one of Our Members is correct, We may conduct an investigation, at Our cost, using:

- a. Our own records; and

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- b. Your Records and Accounts sufficient for Us to be able to confirm that You have provided each professional service claimed by Our Members as described in those claims (including any relevant clinical information).

If We ask You to make Your Records and Accounts about Our Members (including relevant clinical information) available to Us:

- a. We will give You at least 2 days' notice; and
- b. subject to clause 11, You must make those Records and accounts available to Us promptly; and
- c. if Your Records or Accounts are not in English, You will provide, at Your cost, a translation from an accredited interpreter service.

## 11. Handling Sensitive or Personal Information

When handling Sensitive or Personal Information (as those terms are defined in the Privacy Act 1988 Cth), You must comply with (and assist Us to comply with) any applicable privacy legislation (including the Privacy Act 1988 (Cth)) and industry codes.

If You believe that You have breached this clause, You must notify Us immediately and use Your best endeavours to fix that breach.

## 12. Information which is exchanged

You must keep confidential any of Our financial details that We disclose to You.

We must keep confidential any of Your financial details that You disclose to Us except where:

- a. We need to obtain financial or legal advice; or
- b. We need to advise Our Members of the amount of any co-payments (although it is Your responsibility to obtain Our Members' informed financial consent before You provide a professional service for which You wish to charge a co-payment); or
- c. We are required by law to disclose it.

## 13. Ending Our relationship with You

We may decide to end Our relationship with You if:

- a. We ask You to make Your Records and Accounts about Our Members (including relevant clinical information) available to Us, and You do not do so promptly; or
- b. You do not comply with any law (including if You are convicted of a crime); or
- c. You breach these terms and the breach is serious; or
- d. You breach these terms and it is a breach that You can fix but You do not fix that breach within 30 days of Us notifying You of the breach; or
- e. in Our reasonable opinion, Your conduct may adversely impact Our goodwill, reputation or business; or
- f. a Professional Body finds that You have committed a breach of a Professional Standard or provided a service that is unnecessary, not reasonably required or excessive; or
- g. You cease to be registered by Your Professional Body; or
- h. You are expelled from any professional association; or
- i. We decide to end Our relationship with all Our Recognised Providers; or
- j. there is no claim made by any of Our Members for a professional service that You provide for two years.

In deciding whether to end Our relationship with You, We will have regard to (without limitation):

- k. the interests of Our Members; and
- l. the impact of Your conduct on Our goodwill, reputation and business; and
- m. Our financial integrity; and
- n. any written submissions made by You under clause 14.

## 14. Reviewing Our relationship with You

We will notify You in writing of the reasons why We are thinking of ending Our relationship with You, what the next steps will be and how You must respond to Us. You must respond to Us within 30 days of Our notice.

## 15. Committing a serious breach of Our Provider Terms

If Your breach of Our Provider Terms is serious, Our relationship with You will immediately end but We will still consider any written submission that You make. If We end Our relationship with You because Your conduct involves a crime, We will not re-commence Our relationship with You.

## 16. Committing a breach Our Provider Terms that can be fixed

You will be given an opportunity to fix the breach within 30 days of Our notice to You.

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If You fix the breach within 30 days of Our notice to You, You will continue to be a Recognised Provider but You must confirm in writing that You have fixed the breach and undertake that You will not breach Our Provider Terms again. If We have suffered loss because of Your breach, We may also request that You pay for that loss.

If You do not fix the breach within 30 days of Our notice to You, We may decide to commence steps to end Our relationship with You.

This means that We will no longer pay Benefits for professional services that You provide to Our Members.

## 17. The end of Our relationship

We will give You 30 days' notice before We end Our relationship with You unless the breach is a serious breach, in which case, We will end Our relationship immediately and the following will apply:

- a. If We have ended Our relationship with You, We will stop paying Benefits for professional services provided by You to Our Members from the date Our relationship ends and may at Our discretion, stop paying Benefits for professional services provided by any other persons employed by You, or trading under the same business name (if applicable).
- b. Withdraw Your electronic commerce with Us immediately including that of any persons employed by You, or trading under the same business name (if applicable).
- c. Inform Our Members and any Professional Bodies, Government agencies or other private health insurers that You are no longer a Recognised Provider (including, at Our option, the reason why We have ended Our relationship with You).
- d. Notify You if We are prepared to consider re-commencing Our relationship with You as a Recognised Provider and if so, when and how You may re-apply. If We ended Our relationship with You because Your conduct involved a crime, We will not re-commence Our relationship with You.

You must not represent to any person that You are a Recognised Provider from the date Our relationship ends.

## 18. Changes to Provider Terms

We may change these Provider Terms but:

- a. where the change is needed because of a change in law, We will notify You, if possible, before the change takes effect; and
- b. for any other change, We will give You two months' notice of the change.

If We notify You of a proposed change to these terms, You may end Your relationship with Us by giving Us a written notice. Your relationship with Us will end on the date that the new Provider Terms take effect.

## 19. Laws which apply to Our Provider Terms

Our Provider Terms are governed by the laws of the State of South Australia, the *Private Health Insurance Act 2007 (Cth)* and the *Privacy Act 1988 (Cth)*.

## 20. Having queries or giving feedback for Us

We take feedback from providers seriously. You should direct any feedback about these terms to:

Email: [Providers@healthpartners.com.au](mailto:Providers@healthpartners.com.au)

OR

Post: Health Partners Provider Operations  
Reply Paid 1493  
Adelaide SA 5001

If after You have contacted Us, You do not feel satisfied with Our response, You may contact the Private Health Insurance Ombudsman.

## 21. Record Keeping Requirements

The following requirements are a minimum for Our verification purposes. Further details may be required in keeping with Your profession's standards of practice.

### Clinical Record Keeping

You must make accurate, contemporaneous Records for each consultation, treatment, service and supplied goods provided to the Patient. Records must be legible and kept in English.

You must clearly identify Records as belonging to the Patient.

Records should include the following details:

- a. Identifying details

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Each Record must be labelled with the Patient's:

- name;
- address;
- date of birth; and
- contact phone number (including area code).

b. Patient Assessment

Records should include evidence that regard has been taken to relevant medical and health history. This includes details about pregnancy, allergies, medicines used and past illnesses. This also includes a general medical history with more detail on aspects relevant to the presenting condition, including presenting signs and symptoms.

c. Separate Records for each visit/treatment session

Details of every visit/treatment session must be separately and contemporaneously recorded. This must include:

- date of each service;
- details of each service rendered;
- any advice or instructions given;
- details of any referrals made;
- the outcome of previous treatment; and
- Your signature, initials or electronic signature.

d. Periodic review

You should periodically review and document the Patient's progress in the Records. The frequency of a review should be appropriate to the nature of the Patient's condition.

## Accounting Record Keeping

You must keep accurate, legible, contemporaneous accounting Records of each visit/treatment session. Accounting Records must be kept in English.

Each Account must include the following:

- a. name of the Patient who received the treatment;
- b. date of each service;
- c. name of the Recognised Provider who provided the service;
- d. provider number of the Recognised Provider who provided the service;
- e. services provided, including the itemised fee for each service;
- f. address where the service was provided and the contact telephone number; and
- g. details of all payments, including the date of the payment.

There can be only one original Account. All duplicated Accounts must be endorsed as 'duplicate'.

All Accounts should be on printed stationery. If they are produced electronically, they should be signed at the time of issue by the provider of that service, or their representative.

Where a person other than the Health Partners Recognised Provider signs Accounts, Health Partners is to be provided with a signature specimen.

Where a quote is issued using a similar format to an Account, it must be endorsed 'quote' or 'estimate'.

## 22. Key References

External

- [Provider Recognition Application Form for Orthotists and Medical Grade Footwear Manufacturers](#)
- [Health Partners Privacy Policy](#)