

# General Treatment Billing Standards

**Effective 1 February 2023**

**Phoenix Health Fund Limited**

1800 028 817

[phoenixhealthfund.com.au](https://phoenixhealthfund.com.au)

ABN 93 000 124 863

These Standards apply to any person or business who provides treatment to a Phoenix Health Member; and should be read in conjunction with the Phoenix Health Fund Rules.



# Phoenix Health Fund General Treatment Billing Standards

## (1) General

- 1.1 Under the *Phoenix Health Fund Rules* (Fund Rules), *Phoenix Health Fund* (The Fund) will not pay any *Benefit* for *Treatment* or services provided by a person who does not meet the standards required from time to time by any *Private Health Insurance (Accreditation) Rules 2011* or the *Fund Rules*.
- 1.2 These *General Treatment Billing Standards* (Standards) are a requirement of the *Phoenix Health Fund Rules*.
- 1.3 These *Standards* apply to any person or business who provides *Treatment* to a *Member*.
- 1.4 A copy of these *Standards* are available to download on the *Phoenix Health Website* (Website) at [phoenixhealthfund.com.au/pdf/general-treatment-billing-standards.pdf](http://phoenixhealthfund.com.au/pdf/general-treatment-billing-standards.pdf)
- 1.5 The *Fund* will only pay benefits:
  - a) in accordance with our *Fund Rules* in respect to *Treatment* provided by *Recognised Providers* to our *Members*;
  - b) where the *Recognised Provider* has complied with these *Standards*; and
  - c) if the *Member* has submitted an eligible claim under the *Fund Rules*, or the *Recognised Provider* has submitted an eligible claim electronically to the *Fund* on behalf of the *Member*.
- 1.6 These *Standards* apply to everyone providing *Treatment* at *Your* practice location, and applies each time *Treatment* is provided to a *Member*.
- 1.7 You must ensure that *You* and any of *Your* representatives:
  - a) comply with the *Modern Slavery Act 2018 (Cth)* (the *Modern Slavery Act*); and
  - b) are not engaged in any conduct that contravenes the *Modern Slavery Act*.

## (2) Recognised Provider

- 2.1 It is at the sole discretion of the *Fund* to determine if someone becomes or remains a *Recognised Provider* for *Benefit* payment purposes.
- 2.2 A *Recognised Provider* must meet the *Recognition Criteria* as defined in clause 12.
- 2.3 In accordance with clause 9 and 10, the *Fund* may suspend or cease payment of *Benefits* to *You* if in the reasonable opinion of the *Fund*, *You* do not comply with these *Standards*.
- 2.4 *You* may decide to suspend or cease *Your* relationship with the *Fund* at *Your* sole discretion by giving 60 days prior written notice.
- 2.5 Notwithstanding clauses 9 and 10, the *Fund* at its sole discretion may decide to suspend or cease its

relationship with *You* by giving *You* 60 days written notice.

- 2.6 If our relationship with *You* has ceased or has been suspended in accordance with 2.4, 2.5, 9 or 10 *We* will, subject to our *Fund Rules*, honour all valid claims for *Treatment* that *You* have appropriately provided to our *Members* before the cease or suspension date. Accordingly, *Benefits* for any *Treatment* that *You* provide after this date will not be payable by the *Fund*.
- 2.7 A *Recognised Provider* must meet the *Recognition Criteria* and be a health professional (who is in Independent Private Practice) and who satisfies the conditions set by the *Fund* in its absolute discretion for the recognition of providers.
- 2.8 *You* must notify the *Fund* immediately if:
  - a) *You* cease to practise;
  - b) *Your* registration with *Your* Registration Board, *Australian Health Practitioner Regulation Agency* (AHPRA) or relevant Professional Body ceases or becomes subject to any type of restriction, reprimand and/or notation, or if *You* have been convicted of a crime.
- 2.9 *You* must notify the *Fund* within 10 business days upon ceasing to work at a location.
- 2.10 *We* reserve the right to notify our *Members* if *You* cease being a *Recognised Provider* and/or *We* cease or suspend *Benefits* payable to *You*.

## (3) Providing Health Treatment to Our Members

- 3.1 *You* must:
  - a) deliver care with a high level of professional competence and conduct;
  - b) work within the limits of *Your* competence and scope of practice;
  - c) ensure that *You* maintain adequate knowledge and skills to provide safe and effective care;
  - d) obtain informed consent for clinical *Treatment* and procedures and financial consent prior to providing *Treatment* and accept full responsibility for all *Treatment* provided by *You* or on *Your* behalf and undertake to ensure that any persons or businesses providing *Treatment* to a *Member* by *You* or on *Your* behalf comply with these *Standards*;
  - e) where relevant, comply with the terms and conditions of any relevant electronic claiming system used to transact with the *Fund* i.e., HICAPS;
  - f) only provide *Treatment* to our *Members* directly and in person at the location to which *Your* Provider Number applies, unless otherwise approved by the *Fund*;

- g) ensure that the person receiving the *Treatment* is listed on the *Fund* membership card prior to submitting a claim;
- h) comply with all relevant Australian Laws in relation to the provision of your services, including but not limited to privacy laws; and
- i) only submit a claim for *Treatment* on or after the date it has been provided in its entirety.

3.2 You must not:

- a) allow Your Provider Number(s) to be used by any other person, unless allowed under Australian Law;
- b) submit claims if the *Treatment* does not meet the standards specified in the *Private Health Insurance (Accreditation) Rules 2011 (Cth)*;
- c) submit claims for a *Treatment* that is not intended to ameliorate the effect of a specific health *Condition*;
- d) promote unnecessary or indiscriminate use of Your services;
- e) use *Benefits* as a deposit for *Treatment* that You intend to provide; and
- f) keep or store any Phoenix Health Membership cards electronically or other.

3.3 In accordance with our *Fund Rules*, *Benefits* will not be payable by the *Fund* for *Treatment* rendered by You to:

- a) Your Partner, Dependant, or immediate family member; or
- b) Your business partner, or an immediate family member of the business partner;

3.4 The *Fund* at its discretion may pay *Benefits* in the following cases:

- a) where it is satisfied that the charge is raised as a legally enforceable debt; or
- b) in respect of the invoiced cost of materials required in connection with any *Treatment*.

3.5 *Benefits* are not payable for *Treatment* where:

- a) the *Treatment* does not meet the standards for *Treatment* specified in the *Private Health Insurance (Accreditation) Rules 2011*;
- b) the *Treatment* breaches or is not payable under our *Fund Rules*;
- c) the *Treatment* was provided when You or the *Member* was outside of Australia;
- d) the *Treatment* is rendered to a person who is not an eligible *Member*;
- e) the details in the *Records* have been inappropriately altered or are incomplete;
- f) the *Records* do not support the service(s) and/or good(s) being provided;
- g) another person has used Your provider number to provide the service (unless allowed by law);
- h) in the *Fund's* reasonable opinion, the *Treatment* provided does not meet the industry guidelines for your profession, including but not limited to

relevant *National Safety and Quality Health Service (NSQHS) Standards and Codes* published by the relevant National Board of Australia.

## (4) Privacy and Information Handling

- a) You must comply with relevant privacy and health records legislation, including the *Privacy Act 1988 (Cth)* in relation to the *Members'* personal information. You must notify the *Fund* if You reasonably believe that You have breached this clause or if there is a serious data breach in relation to one or more of our *Members*.
- b) You must keep confidential any information that We disclose to You including any financial details.

4.1 The *Fund* must:

- a) keep confidential any of Your financial details and results of any claims review that We may have performed except if:
  - i) We are required by law to disclose this information;
  - ii) we need to obtain legal or financial advice or enforce our rights under these *Standards*;
  - iii) We need to verify any particulars of the *Treatment* that You have provided with our *Members*; or
  - iv) We are required to notify a relevant regulatory body, professional association and/or industry body.

4.2 We may disclose Your information to an investigator and/or advisor appointed by Us on a confidential basis.

## (5) Clinical Record Keeping

5.1 You must:

- a) keep Clinical *Records* as recommended by Your Professional Body, Registration Board or as required by law;
- b) keep accurate, up-to-date, factual, objective and legible records that report relevant details of medical history, clinical findings, investigations, referrals, treatment plan, consent provided, medications and any other information given to our *Member* while You are managing care;
- c) keep Clinical *Records* that are sufficient to facilitate continuity of care and can be understood by other health practitioners;
- d) keep a Clinical Record of the *Treatment* provided to each of our *Member's* and specific to each *Member*;
- e) keep Clinical *Records* in English;
- f) ensure the records are held securely, regardless of whether they are held electronically and/or in hard copy;
- g) not inappropriately alter, amend, falsify, or omit information on Clinical *Records*; and

- h) not delegate *Your* responsibility for the accuracy of any Clinical *Records* about a *Member* to another person.

## **(6) Member Account and Receipting**

- 6.1 *You* must keep:
  - a) accurate, up-to-date, factual, Account *Records* of service(s) and/or good(s) *You* provided to a *Member*;
  - b) an Account Record of each Treatment provided to one of our Member's and specific to each Member;
  - c) *Records* that are time and date stamped and made as soon as practicable after the good(s) or service(s) have been provided.
- 6.2 Each *Member* account, *Record* and receipt, must at a minimum, include the following:
  - i. business name and ABN/ACN;
  - ii. *Provider's* name, provider number and address;
  - iii. patient's full name and address;
  - iv. date of *Treatment*;
  - v. description of the *Treatment* including item numbers;
  - vi. amount charged;
  - vii. any other information that the Fund may reasonably request.
- 6.3 Where the *Provider* issues a manual receipt, it must be on the *Provider's* letterhead and must comply with clause 6.2.
- 6.4 *You* must not alter, amend, falsify, or omit information on a *Member* account, invoice or receipt (enabling for example, a *Member* to falsely claim a *Benefit*).

## **(7) Claims and Billing Verification**

- 7.1 The *Fund* may seek to verify a claim for any *Treatment* that *You* have provided to our Members.
- 7.2 Members of the *Fund* consent to the collection, use and disclosure of personal and sensitive information:
  - a) in accordance with our Privacy Policy;
  - b) when submitting a claim for *Treatment* directly to *Us*; and
  - c) when *You* initiate a claim electronically i.e., using HICAPS or HealthPoint by signing the declaration.
- 7.3 The *Fund* may use the following to verify:
  - (a) the *Fund's* own *Records* and *Your Records*;
  - (b) *Records* of the entity that manages *Your* practice;
  - (c) an investigator or clinical advisor appointed by the *Fund*.
- 7.4 If *You* have received from *Us* a request to provide *Records* in relation to one of our Members and the services provided by *You*, *You* must:
  - a) provide the requested *Records* to *Us* or an investigator and/or clinical advisor appointed by *Us* within 10 business days of the request; and

- b) provide reasonable assistance to *Us*, including providing the requested *Records* with no charge to *Us*.

- 7.5 The *Fund* will provide *You* with 10 days written notice where it requires to conduct an onsite review of *Your Records* in relation to our *Members*. *You* must permit the *Fund* and/or its appointed investigator or clinical advisor to enter the premises where the *Records* are located and provide reasonable assistance.

## **(8) Benefit Recovery**

- 8.1 The *Fund* may recover *Benefits* paid for claims submitted by *You* or the *Member* where in the *Fund's* reasonable opinion:
  - (a) *You* have breached your obligations under clause 3.1; or
  - (b) *Benefits* should not have been paid for the *Treatment* as per clauses 3.3, 3.4 and 3.5; or
  - (c) *You* have committed or participated in any fraudulent activity, misleading and deceptive conduct or displayed aberrant claiming in relation to the provision of *Treatment*.

## **(9) Suspension of Benefits**

- 9.1 The *Fund* may on written notice to *You* and/or *Your* industry association (if relevant) suspend payment of *Benefits* for *Treatment* provided by *You* to our *Members* if, in the *Fund's* reasonable opinion, any or all the following circumstances occur:
  - a) *You* cease to meet our *Recognition Criteria*;
  - b) *You* have breached your obligations under these *Standards*;
  - c) *You* have breached any of the *Standards* including but not limited to set out in clauses 3.3, 3.4 and 3.5;
  - d) *You* have breached a Professional Standard that applies to *Your* profession.
- 9.2 In relation to a breach of these *Standards* under clause 9.1 (b), the *Fund* will provide a Suspension Notice at least 10 business days before the suspension period will commence (Suspension Date).
- 9.3 *You* are entitled to respond to the Suspension Notice if you believe the circumstances listed in the Suspension Notice do not exist.
- 9.4 If, after reviewing your response to the Suspension Notice, the *Fund* is of the reasonable opinion that the circumstances in the Suspension Notice continue to exist, the suspension of benefits will commence on the Suspension Date.
- 9.5 Suspension may apply to all current and future providers at *Your* practice location.
- 9.6 Suspension of the payment of *Benefits* will continue for at least 12 months after such time *You* may provide evidence to our satisfaction that none of the above circumstances continues to apply.

## (10) Cessation of Benefits

- 10.1 The Fund may immediately cease the payment of Benefits for Treatment provided by You to our Members if any or all the following circumstances occur:
- a) You are found to have engaged in unlawful and/or unprofessional conduct by any regulatory board, professional association and/or court;
  - b) the Fund reasonably believes that Your conduct may negatively impact our brand and/or bring our name to disrepute;
  - c) You have breached these Standards and the Fund believes that the breach is serious;
  - d) in our reasonable opinion You cease to meet the Recognition Criteria.
- 10.2 In relation to a breach of these Standards under clause 10.1 (c), the Fund will provide a Cessation Notice to You and/or Your industry association (if relevant) at least 10 business days before the Fund will cease the payment of Benefits for Treatment provided by You to our Members (Cessation Date), unless required by law to immediately cease the payment of Benefits.
- 10.3 You are entitled to respond to the Cessation Notice if you believe the circumstances listed in the Cessation Notice do not exist.
- 10.4 If, after reviewing your response to the Cessation Notice, the Fund is of the reasonable opinion that the circumstances in the Cessation Notice continue to exist, the cessation of Benefits will commence on the Cessation Date.
- 10.5 Cessation will apply to all current and future providers at Your practice location.
- 10.6 Cessation of the payment of Benefits will continue for at least 24 months.
- 10.7 You may submit a request to the Fund at the end of the 24-month period to be recognised for Benefit payment purposes. The Fund reserves the right to Provider Recognition.
- 10.8 Cessation of Benefits for the Treatment that You provide means that You will no longer be a Recognised Provider with the Fund.

## (11) Amendments

- 11.1 The Fund may vary these Standards by giving 60 days' notice through its Website unless the change is required by law.
- 11.2 Any Changes to these Standards will be published on phoenixhealthfund.com.au. The Fund at its own discretion may request industry associations to distribute the Standards and any amendments to these Standards.

## (12) Definitions

In these Standards, unless the context requires otherwise, definitions are as follows:

**Act** means the Private Health Insurance Act 2007 (Cth).

**AHPRA** means the Australian Health Practitioner Regulation Authority.

**Benefit** means the amount of money paid from the Fund under a Policy in respect of the costs of Treatment of an Insured Person in accordance with the Fund Rules and these Standards.

**Condition** means any actual or perceived state of health for which Treatment is sought and includes but is not limited to states variously described as: abnormality, ailment, disability, disease, disorder, health problem, illness, impairment, impediment, infirmity, injury, malady, sickness or unwellness.

**Fund** means Phoenix Health Fund Limited (ABN 93 000 124 863).

**Fund Rules** means the Phoenix Health Fund Rules (as amended from time to time) which set out the arrangements for Membership of, and the payment of Benefits by, the Fund.

**General Treatment** (also known as Ancillary or Extras Cover) has the meaning as defined in section 121-10 of the Act and includes a service or Treatment that is intended to manage or prevent a disease, injury or condition that is not Hospital Treatment. For example, physiotherapy, dental and optical Treatment.

**Hospital Treatment** has the meaning as defined in section 121-5 of the Act and means treatment (including the provision of goods and services) that:

- (a) is intended to manage a disease, injury or condition; and
- (b) is provided to a person:
  - (i) by a person who is authorised by a hospital to provide the treatment; or
  - (ii) under the management or control of such a person; and
- (c) either:
  - (i) is provided at a hospital; or
  - (ii) is provided, or arranged, with the direct involvement of a hospital.

**Insured Person** means a person who is covered under the terms of a Policy and includes the Policy Holder.

**Member** means the Phoenix Health Fund Policy Holder and/or Insured Person receiving the Treatment.



**Modern Slavery Act** means the *Modern Slavery Act 2018* (Cth).

**NSQHS Standards** means the *National Safety and Quality Health Service Standards* developed by the Australian Commission on Safety and Quality in Health Care.

**Phoenix Health General Treatment Billing Standards** (also referred to as *Standards*) means the *Standards* that apply to *General Treatment* claims submitted to Phoenix Health for payment.

**Policy** (also referred to as Membership) means a Complying Health Insurance Product referable to the *Fund* through the payment of Contributions in accordance with the *Fund Rules*.

**Policy Holder** means the named principal *Insured Person* on a *Policy*, who is responsible for the payment of Premiums and to whom *Benefits* are paid.

**Recognition Criteria** means the conditions set by *Phoenix Health* in its absolute discretion for the recognition of providers including:

- a) meeting all professional qualifications or membership of professional bodies required to lawfully provide the relevant clinical services in Australia, including registration with the relevant Board or professional association (where applicable);
- b) registration, or being licensed under relevant State or Territory laws, including the Health Practitioner Regulation National Law (as in force in the relevant State and Territory in Australia);
- c) satisfying all applicable standards required of equipment and facilities and the training of staff; and
- d) any other matter determined by the *Fund* as necessary or desirable.

**Recognised Provider** means a provider of General Treatment (who is in Independent Private Practice) and who satisfies the *Recognition Criteria*.

**Records** means Clinical *Records*, receipts, financial accounts, and appointment book *Records*.

**Treatment** means the application of medicine, therapies, procedures, or health appliances (goods) given to a person to treat or ameliorate the effect of a *Condition*, but excluding any service not provided personally by or under the direct supervision of a *Recognised Provider*.

**We** (sometimes referred to as *Us*) means Phoenix Health Fund (the *Fund*).

**Website** means Phoenix Health Fund's website [phoenixhealthfund.com.au](http://phoenixhealthfund.com.au).

**You / Your** means the *Recognised Provider*.

**Phoenix Health Fund**

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