



Online Claiming for Medicare and DVA Provider Agreement

Important information

Complete this agreement to register for Online Claiming.

You only need to complete one agreement. The terms of this agreement apply at all locations where you use Medicare Australia's online claiming channel to transmit electronically to Medicare Australia.

Assistance

If you need assistance to complete this form call the Medicare Australia eBusiness Service Centre on **1800 700 199**** or visit www.medicareaustralia.gov.au

Lodgement

Send completed and signed form to:

**Manager
eBusiness Service Centre
GPO Box 9822**
in your capital city

or fax to the eBusiness Service Centre in your state:

NSW 02 9895 3190	SA 08 8274 9408
ACT 02 9895 3190	NT 08 8274 9408
VIC 03 9605 7981	WA 08 9214 8173
TAS 03 6215 5600	QLD 07 3004 5526

****Call charges apply from mobile and pay phones only**

Provider name

Provider number

Public Key Infrastructure (PKI) registration number
(if applicable)

If you have not previously registered with Medicare Australia for a Public Key Infrastructure (PKI) Certificate and wish to apply, go to:

www.medicareaustralia.gov.au

Application

I wish to conduct transactions with Medicare Australia electronically using online claiming.

The terms of my legal relationship with Medicare Australia in respect of transactions conducted using online claiming are set out below.

1 Approved software

When conducting a transaction with Medicare Australia using online claiming, I must use a version of a software product approved by Medicare Australia.

I understand that Medicare Australia may revoke its approval of a version of a software product at any time.

By approving a particular version of a software product, Medicare Australia is not representing that the product is suitable for any purpose or that the product meets any quality standards.

2 Public Key Infrastructure (PKI)

I must ensure that all communications I send to Medicare Australia using online claiming are signed and secured (as the case may be) using both

- (a) PKI software approved by Medicare Australia at the time of dispatch of the communication, and
- (b) either:

My Healthcare Individual PKI Certificate in combination with a Healthcare Location PKI Certificate (both valid at the time of dispatch of the communication); or

A Healthcare Location PKI Certificate on its own (valid at the time of dispatch of the communication—HCL only); or

My Healthcare Professional Individual Certificate in combination with a Medicare Australia Communities of Interest Site Certificate (both valid at the time of dispatch of the communication); or

A Medicare Australia Communities of Interest Site Certificate on its own (valid at the time of dispatch of the communication—Site Certificate only).

Note: in this agreement, communications using online claiming signed and secured using a:

Healthcare Location PKI Certificate on its own is called 'HCL only transmission(s)'; or a

Medicare Australia Communities of Interest Site Certificate on its own is called 'Site Certificate only transmission(s)'.

Special additional provisions in Clause 7 of this agreement apply to HCL only transmissions and to Site Certificate only transmissions.

2A Privacy

I must not send any personal information (as defined in the *Privacy Act 1988*) to Medicare Australia using online claiming unless the information is encrypted using PKI.

3 Medicare Australia's rights

Medicare Australia may from time to time change its technical requirements in relation to the use of online claiming which may require me to upgrade my software.

Medicare Australia is not responsible for any costs, losses or damage I, or people acting on my behalf, incur in connection with the online claiming system including, without limitation, communications costs, support costs, software acquisition or support costs or losses associated with the online claiming system being from time to time inoperative or inaccessible.

4 Termination

Medicare Australia may, at its absolute discretion, at any time suspend or terminate my right to communicate with Medicare Australia using online claiming, whether because of a breach of these terms or for any other reason.

I may terminate this contract with Medicare Australia at any time by giving a written notice to Medicare Australia. I understand that I will not be able to conduct transactions with Medicare Australia using online claiming after I give such notice.

If this agreement is terminated, my obligations under clauses 5 and 7 will continue in respect of any claims I made using online claiming before the date of termination.

5 Retention of records

If I lodge a Medicare claim assigned to me under Section 20A of the *Health Insurance Act 1973* (a 'bulk bill claim') using online claiming, I must ensure that I am able to provide, in response to a request from Medicare Australia, evidence of service to a patient.

Important: to assist you, evidence of service may be demonstrated through provision of:

- electronic billing information
- notes in practice software
- appointment records
- copy of assignment of benefit forms (if retained)
- other records that may provide evidence of service to a patient.

6 Changes to terms and interpretation

Medicare Australia may change or add to these terms at any time, by giving me notice by:

- mail
- fax
- electronically (a message sent to my business email address (as held in Medicare Australia records) is one way of giving me notice electronically), or
- by notice published on Medicare Australia's website at www.medicareaustralia.gov.au. It is my responsibility to check this website regularly for any notices.

If I use online claiming after I have been notified of a change or addition to these terms, I will be taken to have agreed to the change or addition in respect of all uses of online claiming after that date. These terms may not be changed orally or by conduct.

For the purpose of clauses 1 to 6 of these terms, a use of online claiming by a person acting on my behalf is taken to be a use of online claiming by me.

I must ensure that people acting on my behalf do not do anything that these terms prevent me from doing.

7 HCL only transmissions and Site Certificate only transmissions

This Clause 7 applies whenever I, or someone acting (or purporting to act) on my behalf, lodges a bulk bill claim using a HCL only transmission or a Site Certificate only transmission.

From time to time, within 30 days of receiving a written request from Medicare Australia, I must sign, date and give to Medicare Australia a written declaration about the bulk bill claims lodged by me or on my behalf for a period determined by Medicare Australia (such period not to be of greater duration than six months, and the commencement of the period not to be more than 12 months before the date of Medicare Australia's request). My declaration must be substantially in the form (if any) required by Medicare Australia.

If I lodge a declaration with Medicare Australia that corrects information in respect of a bulk bill claim previously lodged with Medicare Australia by me or on my behalf and, as a consequence of that correction, Medicare Australia determines that it has paid a medicare benefit to me inappropriately, I must, on demand by Medicare Australia, immediately:

repay to Medicare Australia an amount equal to the relevant benefit; and

pay interest to Medicare Australia on the amount of the relevant benefit, from the date of the benefit was paid to me by Medicare Australia, until the date I repay the amount of the benefit to Medicare Australia, at the rate from time to time prescribed for the purposes of Section 129AC of the *Health Insurance Act 1973*.

If, for any reason whatsoever, I fail to sign, date and give to Medicare Australia a declaration within 30 days as required by this clause, then I must, on demand by Medicare Australia, immediately:

repay to Medicare Australia an amount equal to all Medicare benefits paid to me by Medicare Australia as a consequence of bulk bill claims lodged by me or on my behalf during the period that the declaration should have covered, and

pay interest to Medicare Australia on the amount of those benefits, from the date the benefits were paid to me by Medicare Australia, until the date I repay the amount of the benefits to Medicare Australia, at the rate from time to time prescribed for the purposes of Section 129AC of the *Health Insurance Act 1973*.

Medicare Australia may (at its discretion) set off any amount from time to time owing by me to Medicare Australia under this clause 7 against any Medicare benefits or any other amounts at any time payable by Medicare Australia to me.

Provider's signature



Date