

When to use this form

Use this agreement to register for Online Claiming for Medicare and the Department of Veterans' Affairs.

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

For more information

For more information about Online Claiming go to humanservices.gov.au/healthprofessionals and search for **Online Claiming** or email the eBusiness Service Centre in your state or territory or call **1800 700 199** Monday to Friday, between 8.00 am and 7.00 pm, Australian Eastern Standard Time.

Note: Call charges apply from mobile phones.

VIC/TAS email: vic.ebusiness.sc@humanservices.gov.au

ACT/NSW email: nsw.ebusiness.sc@humanservices.gov.au

QLD email: qld.ebusiness.sc@humanservices.gov.au

WA/SA/NT email: wa.ebusiness.sc@humanservices.gov.au

Filling in this form

Please use black or blue pen.

Returning your form

Check that you have answered all the questions you need to answer and that you have signed and dated this form.

Send completed 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

Your details

Provider name

Provider number

Public Key Infrastructure registration number (if applicable)

If you are not registered with us for a Public Key Infrastructure (PKI) Certificate and wish to apply, go to humanservices.gov.au/healthprofessionals and search for **PKI Certificate**

Application

I wish to conduct transactions with the Australian Government Department of Human Services (Human Services) electronically using online claiming.

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

1 Approved software

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

I understand that Human Services may revoke its approval of a version of a software product at any time. By approving a particular version of a software product, Human Services 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 Human Services using online claiming are signed and secured (as the case may be) using both

- PKI software approved by Human Services at the time of dispatch of the communication, and
- 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—Health Care Location (HCL) only); or
 - My Healthcare Professional Individual Certificate in combination with a Human Services Communities of Interest Site Certificate (both valid at the time of dispatch of the communication); or
 - A Human Services 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
- Human Services 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 Human Services using online claiming unless the information is encrypted using PKI.

3 Human Services' rights

Human Services 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.

Human Services 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

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

I may terminate this contract with Human Services at any time by giving a written notice to Human Services. I understand that I will not be able to conduct transactions with Human Services 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 Human Services, 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

Human Services 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 Human Services records) is one way of giving me notice electronically), or
- by notice published on Human Services' website at humanservices.gov.au/healthprofessionals. 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 Health Care Location 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 Human Services, I must sign, date and give to Human Services a written declaration about the bulk bill claims lodged by me or on my behalf for a period determined by Human Services (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 Human Services's request). My declaration must be substantially in the form (if any) required by Human Services.

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

- repay to Human Services an amount equal to the relevant benefit; and
- pay interest to Human Services on the amount of the relevant benefit, from the date of the benefit was paid to me by Human Services, until the date I repay the amount of the benefit to Human Services, 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 Human Services a declaration within 30 days as required by this clause, then I must, on demand by Human Services, immediately:

- repay to Human Services an amount equal to all Medicare benefits paid to me by Human Services 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 Human Services on the amount of those benefits, from the date the benefits were paid to me by Human Services, until the date I repay the amount of the benefits to Human Services, at the rate from time to time prescribed for the purposes of Section 129AC of the *Health Insurance Act 1973*.

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

Provider's signature

Date

Privacy notice

Your personal information is protected by law, including the *Privacy Act 1988*, and is collected for a Social Security, Family Assistance, Medicare, Child Support and CRS purpose, depending on the service or payment concerned. This information may be required by law or collected voluntarily when you apply for services or payments.

Your information is used for the assessment and administration of payments and services and may also be used within Human Services, or disclosed to other parties or agencies, where you have provided consent or it is required or authorised by law.

You can get more information about privacy by going to humanservices.gov.au/privacy or requesting a copy of the full privacy policy at one of our Service Centres.