



Annual Aged Care approved provider statement 2009/10 financial year

Important information

This statement and the terms and conditions are to be used by aged care providers to declare that appropriate business and security controls are in place to ensure all claims, forms and other relevant documentation to claim payments of subsidy under the *Aged Care Act 1997* are appropriately authorised.

This statement must only be completed by key personnel of the approved provider as defined under section 8-3A of the *Aged Care Act 1997*.

Please read this statement and the terms and conditions carefully.

This statement replaces previous statements and must be completed and lodged with Medicare Australia no later than 30 June each year.

In accepting the terms and conditions, this statement must be signed by key personnel of the approved provider as defined in the *Aged Care Act 1997*.

Services participating in online claiming also need to complete and submit an online claiming authorisation form.

Note:

- Medicare Australia may provide a copy of this statement to the Department of Human Services and the Department of Health and Ageing
- giving false or misleading information is an offence under the *Criminal Code Act 1995*.

Assistance

If you need assistance completing this statement, call **1800 195 206** (call charges may apply) and select option 2, between 8.30 am to 5.00 pm EST or go to www.medicareaustralia.gov.au

Lodgement

Send completed form to:

**Aged Care
Medicare Australia
GPO Box 9923**
in your capital city

For services located in:

NT send to: **Adelaide SA 5001**
ACT send to: **Sydney NSW 2001**
TAS send to: **Melbourne VIC 3001**

Print in **BLOCK LETTERS**

Tick where applicable

Aged Care service details

1 Service name

2 Service address

3 Service ID

4 Indicate one service type.

Note: A separate statement is required for each type of care or service.

Residential

Community

Flexible

Important: If your organisation operates more than one aged care service, please attach a signed list of the aged care services.

Aged care provider details

5 Approved provider's full name

6 Australian Business Number (ABN)

7 Branch (if applicable)

Contact person's details

8 Full name

9 Position held

10 Work phone number

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Terms and conditions

1 I/we agree:

- (a) to comply with these terms and conditions for submission of all Aged Care claims and forms
- (b) to ensure that all information I provide and all representations I make to Medicare Australia are complete and accurate
- (c) to promptly notify Medicare Australia in the event that I consider any information provided, or representations made by me is or may be incorrect or misleading
- (d) Medicare Australia may provide a copy of this statement to the Department of Human Services and the Department of Health and Ageing
- (e) that Medicare Australia may change or add to these terms at any time, by giving me notice by mail, by fax or electronically. A message sent to my business email address (as held in Medicare Australia records) is one way of giving me notice electronically
- (f) if I submit claims or forms 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 claims and forms submitted after that date. These terms may not be otherwise changed orally or by conduct by me
- (g) that any submission of a claim or form by a person acting, or purportedly acting on my behalf is taken to be a submission of a claim or form by me
- (h) I am responsible for ensuring that only appropriately authorised persons submit claims or forms on my behalf, and must notify Medicare Australia in writing as soon as I become aware that an unauthorised person has submitted claims or forms on my behalf
- (i) to maintain a record (in a retrievable and readable form) of all claims and forms submitted by me as required by the *Aged Care Act 1997*
- (j) I will be liable for any claims or forms submitted by me and/or us on my behalf
- (k) where, as a result of claims or forms submitted by me or on my behalf, an amount is paid to me that represents an overpayment of my entitlement under the *Aged Care Act 1997*, I will be liable to Medicare Australia for the amount of overpayment
- (l) that Medicare Australia may, at its discretion, deduct an amount equal to any overpayment from subsequent amounts which may be payable to me.

2 In relation to any forms or claims submitted using Online Claiming (B2B or File Upload) for Aged Care, I/we agree:

- (a) to use a version of a software product approved by Medicare Australia when conducting transactions with Medicare Australia using Online Claiming for Aged Care
- (b) that Medicare Australia may revoke its approval of a version of a software product at any time
- (c) if required for transmission, to ensure my site certificate and individual certificate is loaded into my software in accordance with instructions and to store it in a safe place once loaded
- (d) not to send any personal information (as defined in the *Privacy Act 1988*) to Medicare Australia using Online Claiming for Aged Care unless the information is encrypted using my site certificate
- (e) to sign and secure all communications I send to

Medicare Australia for Online Claiming for Aged Care using PKI software approved by Medicare Australia at the time of the dispatch of the communication and, if required for transmission, my site certificates (valid at the time of dispatch of the communication)

- (f) that 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
- (g) that Medicare Australia may from time to time change its technical requirements in relation to use of Online Claiming for Aged Care, which may require me to upgrade my software
- (h) that Medicare Australia is not responsible for any costs, losses or damage I (or people acting on my behalf) incur in connection with Online Claiming for Aged Care (including, without limitation, communications costs, support costs, software acquisition or support costs or losses associated with Online Claiming for Aged Care being from time to time inoperative or inaccessible)
- (i) that I must not use Online Claiming for Aged Care without having completed an Online Claiming authorisation form.

3 In relation to any forms or claims submitted using Aged Care (web form(s)),

I/we agree:

- (a) to use a version of a web form approved by Medicare Australia when conducting transactions with Medicare Australia
- (b) that Medicare Australia may revoke its approval of a version of a web form any time
- (c) to keep safe and secure any user ID and associated passwords or identification issued by Medicare Australia to me for use with web forms
- (d) to immediately notify Medicare Australia if my user ID or other online identification to access and use web forms is compromised in any way
- (e) to sign and secure all communications at the time of dispatch of a web form for transmission to Medicare Australia using my user ID and password issued by Medicare Australia
- (f) that Medicare Australia may from time to time change its requirements for the use of web forms, which may require me to change my user identification
- (g) that Medicare Australia is not responsible for any costs, losses or damage I (or people acting on my behalf) incur in connection with web forms (including, without limitation, communications costs, support costs, or losses associated with web forms being from time to time inoperative or inaccessible)
- (h) that I must not use web forms without having completed and provided to Medicare Australia a web authorisation form.

4 I/we agree:

- (a) that I must promptly notify Medicare Australia of all changes to authorised persons, including removal of previously authorised persons and addition of new persons
- (b) that failure to promptly notify Medicare Australia of changes to authorised persons may result in revocation or termination of my access and use of Online Claiming for Aged Care and web forms.

- 5 I/we agree that these terms and conditions terminate when Medicare Australia becomes aware that I have ceased to be an approved provider under the *Aged Care Act 1997*, or upon payment of my last valid claim, whichever is the later.
- 6 These terms and conditions are issued under and are to be construed in accordance with the laws in force from time to time in the Australian Capital Territory and the parties agree to submit to the courts having jurisdiction in the Australian Capital Territory.
- 7 I accept these terms and conditions for and on behalf of the approved provider. In these terms and conditions, a reference to I, we, me or my is to be read as a reference to the approved provider.

Declaration

- 8 This declaration must only be completed by key personnel of the approved provider as defined under section 8-3A of the *Aged care Act 1997*.

I declare that:

- I understand and agree to the terms and conditions
- the information provided in this statement is correct.

Full name

Position held

Signature



Date

Privacy note

The information provided on this form will be used to authorise aged care providers to receive payments of claims and other relevant information. The collection of this information is authorised by the *Health Insurance Act 1973* and the *Aged Care Act 1997*. This information may be disclosed to the Department of Human Services, Department of Health and Ageing or as authorised or required by law.