



Medclaims

Terms and conditions for the electronic data transfer of Department of Veterans' Affairs claims for processing

The following terms and conditions (the 'Terms and Conditions') form the basis for the acceptance of an application by the provider for Electronic Data Transfer ('EDT') of Department of Veterans' Affairs ('DVA') Claims for processing by Medicare Australia.

Application and registration

1. A provider, who wishes to be considered for participation in EDT of DVA claims for processing by Medicare Australia, must complete the Application Form and submit it to Medicare Australia for consideration.
2. The provider acknowledges that he or she must be registered with DVA and approved by Medicare Australia in order for him or her to participate in EDT of DVA claims for processing. If approved, the provider agrees to participate in EDT of DVA claims for processing on the Terms and Conditions contained herein.
3. A separate Application Form must be completed for each practice location in respect of which the provider wishes to submit DVA claims by EDT.

Format

4. Unless otherwise approved by Medicare Australia, transmission of data must use the current version of the appropriate formats issued by Medicare Australia for the purposes of Medclaims. Where one version of the appropriate formats is to be superseded, Medicare Australia must indicate the period of currency for the old version of the format after the issue of the new version. At the end of the period the old format shall cease to be current for the purposes of the Condition.
5. Medicare Australia reserves the right to alter the format for EDT of DVA claims from time to time.

Making claims

6. The provider must forward to Medicare Australia completed and signed hard copy documentation supporting the claim in the form of a DVA Claim Header D1217 and DVA approved service vouchers for all claims submitted electronically, unless otherwise agreed to by Medicare Australia and DVA and notified to the provider in writing.
7. A completed D1217 form must be included in each claim with respect to any DVA service voucher transmitted for processing. The D1217 form may apply to more than one DVA service voucher.
8. Claims submitted electronically must be followed by hard copy of the transmitted documentation ('supporting documentation') which should be sent as soon as practicable after the date of transmission.
9. Where the agreement has been reached with DVA/Medicare Australia that the provider is not required to submit DVA service vouchers, the provider will send supporting documentation which must include at least a computerised listing of the data transmitted, in the same order as transmitted, and in a format acceptable to Medicare Australia. All other providers must supply copies of the relevant DVA service vouchers attached to the D1217 form.
10. Where the provider does not submit DVA services vouchers; the provider will retain the voucher, or an electronically scanned copy of these, for a period of 2 years. This Condition survives the termination of this Agreement.
11. The provider agrees to produce the DVA service vouchers or an electronically scanned copy of the vouchers, within 25 days of receiving written notice requiring their production, to DVA or Medicare Australia. This Condition survives the termination of the Agreement.
12. Under the contract with the community nursing agencies, DVA has entered into separate arrangement for the transmission of electronic claims. The documentation and retention requirements are specified in Section 3,5 and 8 in booklet 8 of the contract arrangements. Claims sent electronically must include the Minimum Data Set (sent electronically) and a completed hard copy D1217 form.
13. It is agreed that it is the provider's, or his or her agent's responsibility to ensure that the supporting documentation is received by Medicare Australia.
14. The provider will make his or her best endeavours to include as many DVA service vouchers in each claim, up to a maximum of 80 vouchers per claim.

Processing claims

15. For a claim to be considered for processing, the provider must use a valid DVA file number for each patient, or identification details sufficient for Medicare Australia to identify each patient.
16. Medicare Australia will endeavour to advise the provider of any problem in the transmission within two (2) working days of the transmission being received by Medicare Australia.
17. Medicare Australia will advise the provider of any problem (including the non-receipt of supporting documentation) within five (5) working days of transmission.
18. Any re-submission of rejected services must be included as part of a new claim.
19. Any adjustment of services which have actually had a benefit paid can only be made as a manual claim although the original claims identification may be used.
20. The provider shall ensure that any password, electronic mail addresses and other features of any equipment and software used for the purpose of EDT of DVA claims for processing, are kept secure by the provider, its employees and agents.

Payment of claims

21. Medicare Australia will not pay the provider until all supporting documentation is received, unless DVA and Medicare Australia have agreed to waive this requirement. For the purposes of this Condition, the provider must forward their supporting documentation to Medicare Australia either the day of the transmission, or, the next working day.
22. Subject to clause 21, Medicare Australia will pay the provider within twenty-eight (28) days after the lodgement of a properly rendered voucher/claim, unless otherwise agreed by DVA. For the purposes of payment, the date of lodgement of a treatment account will be deemed to be the date of transmission of treatment account.

Transmission of data

23. The provider must use only software, which has been approved by Medicare Australia to format data for transmission and the software use for encryption of this data for the purposes of Medclaims.

Use of encryption software

24. It is agreed that Medicare Australia shall not accept a transmission from the provider unless the transmission uses encryption and compression software approved by Medicare Australia for use in EDT of DVA claims transmissions.
25. If the provider's right to use EDT of DVA claims is ended for any reason the provider immediately will cease to use the encryption software ('the DPS') made available by Medicare Australia and the provider will return the DPS to Medicare Australia and expunge any electronic copy of the DPS.

Varying or ending the Agreement

26. Medicare Australia may vary the Terms and Conditions contained herein at any time, subject to 28 days written notice being given to the provider.
27. Acceptance of a variation of these Terms and Conditions by the provider will be effected by the act of the provider transmitting data to Medicare Australia after the expiry of the period of the notice of the variation given under condition 26.
28. This Agreement can be terminated in the following ways:
 - (a) the provider may terminate this Agreement by giving not less than 14 days written notice of this to Medicare Australia. Upon expiry of the period of notice, the provider will immediately cease to be eligible to participate in EDT of DVA claims for processing;
 - (b) by Medicare Australia, if, for whatever reason, the provider ceases to be registered with their relevant registration board or with DVA; and
 - (c) by the mutual agreement of the provider and Medicare Australia.
29. In addition to Condition 28, Medicare Australia may at any time limit or cancel a provider's participation in EDT of DVA claims for processing if the provider breaches any of the Terms and Conditions contained herein in any way.

Definitions

30. For the purposes of these Terms and Conditions, unless the contrary intention appears:

"Agreement" means the Agreement constituted by acceptance of the provider by the Commonwealth represented by the CEO of Medicare Australia (Medicare Australia) for Electronic Data Transfer of DVA claims for processing by Medicare Australia and the Terms and Conditions incorporated in that Agreement and later variation of those Terms and Conditions.

"Provider" means the person so identified in the provider Application for Electronic Data Transfer of Department of Veterans' Affairs Claims for Processing.



Provider application for the electronic data transfer of Department of Veterans' Affairs claims for processing

The following information is required for the provider to be considered for participation in Electronic Data Transfer (EDT) of Department of Veterans' Affairs (DVA) claims for processing.

Community Nurses Medical/Hospital Allied Health

Provider name: Provider number (if applicable)

Company and/or Trade name: ACN (if applicable)

Mailing address: Postcode

Practice address: Postcode

Contact telephone number (.....) Facsimile number (.....)

Contact name: E-mail address

Operating System (tick as applicable) DOS UNIX Windows Other

Nominated Software supplier:

Nominated Communication supplier:

Minor Customer ID - allocated by software supplier:

Bank details for electronic funds transfer

Account name:

Bank name: Branch:

BSB No. (six digits) Account number:

1. I/We the applicant/s apply to Medicare Australia to participate in the EDT of DVA claims for processing.
2. I/We agree to participate in EDT of DVA claims for processing in accordance with the provisions of this application and on the Terms and Conditions of EDT of DVA Claims for Processing current at the time of this Application or as varied from time to time ('the Terms and Conditions').
3. I/We undertake that all services, which are included in claims for processing, transmitted to Medicare Australia, in accordance with this Application will have been performed by me and claimed by me or on my behalf. I agree that the transmission of the claims will be a statement to this effect.
4. I/We undertake not to transmit through Medclaims a claim for a benefit in respect of any service unless the patient has signed an appropriate DVA service voucher and a copy given to the patient after the treatment was provided. If I am a contracted community-nursing agency, I undertake not to transmit through Medclaims, a claim for benefit in respect of a service unless the patient has signed the nursing care plan.
5. If I/We am/are an exempt provider under Schedule 1 of the Agreement, I undertake to retain any other documents related to the claim for the period of 2 years form the date of transmission of the claim.
6. I/We understand that I am not entitled to claim any extra payment from any person in respect of any service for which I will be transmitting a claim for a benefit.
7. I/We request that all benefits payable to me in respect of DVA claims transmitted electronically be paid into the bank account specified above until such time as I advise Medicare Australia in writing of a change in bank account. Details of your bank account will be disclosed to the relevant financial institution to facilitate payment of your claim.
8. I/We understand that if any of the services transmitted by me, are subsequently found not to have been performed or were incorrectly claimed, I may be held liable under section 93H of the Veterans' Entitlement ACT 1996. I agree to re-pay the amount of any payment of DVA claims upon receiving notice from Medicare Australia demanding payment.
9. I/We agree to keep confidential all documentation provided for Medclaims and undertake to ensure that all documentation is stored securely and handled in such a manner as to ensure that the privacy of the information is maintained. I understand that a failure to do so may render me liable to the patient /claimant in damages.
10. I/We acknowledge that the information contained in this application and any DVA claims information that I transmit to Medicare Australia may be provided to DVA.

Individual proprietor applicants

Provider signature: Witness signature:
Provider name: Witness name:
Date this ____ day of 20

Partnership/Associateship applications

We the undersigned being partners/associates in the partnership/associateship of:
.....
trading as:
at:
accept the terms and conditions herein.

Signature: Name:
Signature: Name:
Signature: Name:
(All partners/associates to sign)

Date this ____ day of 20

Body Corporate applications

Full name of body corporate:
ACN:

trading as:
at:

Signature of authorised representative:
Position held:

Signature of authorised representative:
Position held:

In the presence of: (Witness signature)
Witness name and address:

Date this ____ day of 20

Affix common seal of body corporate here

Other - Government Entities

Signed by its authorised officer: _____
(Signature)

Name and title: _____

Date this _____ day of _____ 20 _____

For and on behalf of:

either

The Commonwealth of Australia, represented by: _____
(name of Department or Agency)

or

The State of: _____

Represented by: _____
(name of Department or Agency)

or

_____, a statutory authority established under
(name of Statutory Authority)

(title of the Act creating the Authority)

Delete those inapplicable

Witness signature: _____

Witness name: _____

Schedule one exempt providers

1. Contracted community nursing agencies
2. Approved pathologists
3. Local Medical Officers (LMOs)

Please forward the completed enclosed application to the applicable address:

Medical/Hospital
Medicare Australia
EDI Co-ordinator
GPO Box 9822
In Your Capital City

Community Nurses
Medicare Australia
EDI Co-ordinator
GPO Box 9822
Adelaide 5001

Allied Health
Medicare Australia
EDI Co-ordinator
GPO Box 9822
Adelaide 5001

Please provide an estimate of the time taken to complete this form hrs • min