



## Purpose of this form

Complete this form to declare that you have the appropriate business and security controls 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.

The 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 the Australian Government Department of Human Services (Human Services).

## For more information

For more information about Aged Care, go to [humanservices.gov.au/healthprofessionals](http://humanservices.gov.au/healthprofessionals)

For assistance completing this form, email [aged.care.liaison@humanservices.gov.au](mailto:aged.care.liaison@humanservices.gov.au) or call **1800 195 206** Monday to Friday, between 9.00 am and 5.00 pm, Australian Eastern Standard Time.

**Note:** Call charges apply from mobile phones.

## Filling in this form

- Please use black or blue pen
- Print in BLOCK LETTERS
- Mark boxes like this  with a ✓ or ✗

## Returning your form

Check that all questions are answered and that the form is signed and dated. This form will be returned if it is incomplete.

Send the completed form by:

Scan and email to:

[aged.care.liaison@humanservices.gov.au](mailto:aged.care.liaison@humanservices.gov.au)

or

Fax:

**02 9895 3031**

or

Post:

**Department of Human Services**

**Aged Care Payments**

**GPO Box 9923**

**SYDNEY NSW 2001**

## Aged Care service details

**1** Service name

**2** Service address

  

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Postcode

**3** Service ID

**4** Service type

**Mark ONE only**

Residential

Home care

Transition Care

Short-Term Restorative Care

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



If your organisation operates more than 1 aged care service, attach a signed list of the aged care services.

## Aged Care provider details

**5** Approved provider's full name

**6** Australian Business Number (ABN)

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**7** Branch (if applicable)

## Contact person's details

**8** Dr  Mr  Mrs  Miss  Ms  Other

Full name

**9** Position held

**10** Business phone number

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## Terms and conditions

### 11 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 the Australian Government Department of Human Services (Human Services) are complete and accurate
- c) to promptly notify Human Services in the event that I consider any information provided, or representations made by me is or may be incorrect or misleading
- d) that Human Services may provide a copy of this statement to the Department of Social Services
- e) that Human Services 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 Human Services 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 Human Services 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 or 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 Human Services for the amount of overpayment
- l) that Human Services 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 Aged Care Online Claiming (Business to Business or File Upload), I/we agree:

- a) to use a version of a software product approved by Human Services when conducting transactions with Human Services using Aged Care Online Claiming
- b) that Human Services 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 Human Services using Aged Care Online Claiming unless the information is encrypted using my site certificate
- e) to sign and secure all communications I send to Human Services for Aged Care Online Claiming using PKI software approved by Human Services 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, Human Services is not representing that the product is suitable for any purpose or that the product meets any quality standards
- g) that Human Services may from time to time change its technical requirements in relation to use of Aged Care Online Claiming, which may require me to upgrade my software
- h) that Human Services is not responsible for any costs, losses or damage I or people acting on my behalf incur in connection with Aged Care Online Claiming (including, without limitation, communications costs, support costs, software acquisition or support costs or losses associated with Aged Care Online Claiming 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 Online Claiming (web form(s)),

I/we agree:

- a) to use a version of a web form approved by Human Services when conducting transactions with Human Services
- b) that Human Services 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 Human Services to me for use with web forms
- d) to immediately notify Human Services 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 Human Services using my user ID and password issued by Human Services
- f) that Human Services 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 Human Services 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 Human Services a web authorisation form.

#### 4. I/we agree:

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

#### 5. I/we agree that these terms and conditions terminate when Human Services 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.**

## Privacy notice

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- 12** Your personal information is protected by law (including the *Privacy Act 1988*) and is collected by the Australian Government Department of Human Services for the assessment and administration of payments and services.

Your information may be used by the Department, or given to other parties: where you have agreed to that; or where it is required or authorised by law (including for the purpose of research or conducting investigations).

You can get more information about the way in which the Department of Human Services will manage your personal information, including our privacy policy, at [humanservices.gov.au/privacy](https://humanservices.gov.au/privacy)

## Declaration

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- 13** 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 have read and understood the terms and conditions as outlined in question 11.
- the information I have provided in this form is complete and correct.

**I accept that:**

- in the terms and conditions, a reference to I, we, me, or my is to be read as a reference to the approved provider.

**I agree to:**

- the terms and conditions set out in question 11.

**I understand that:**

- giving false or misleading information is a serious offence.

Authorised person's full name

Position held

Authorised person's signature



Date