

Application for DXC Healthclaims for CBA Healthpoint Terminal

Do you have a broadband connection? (not Dial-Up, or Wireless) Yes No

If you have a Dial-Up connection, please call HealthPoint on 1300 301 692

Office use only					
CBA					

PART A

To apply for DXC HealthClaims, please complete this application. Parts A, B & C must be completed.

If you have more than one location, please complete a separate application for each location.

PRACTICE DETAILS

Applicant Name (legal entity name)

Complete this section ONLY if the practice is part of a group

ABN

Group Name

Group Address

State

Postcode

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Group Administrator

Name

Contact Phone	Contact Mobile	Contact email
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Please provide all details of this practice

Practice Trading Name

Practice Trading Status Sole Practitioner Partnership Pty Ltd Co Trading Trust

ACN

ABN

Practice Address

State

Postcode

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Practice Contact

Name

Contact Phone	Contact Mobile	Contact email
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Where do you want Health Fund statements to be sent?

Group Address Or Practice Address Or Other (enter below)

Postal Address

State

Postcode

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PART B

PROVIDER DETAILS

To apply for DXC HealthClaims, you must register each Provider who will use the CBA HealthPoint Terminal in your practice. For EVERY Provider who will be included in the list of Providers in the CBA HealthPoint Terminal, you must:

1. Complete HealthClaims payment details for each Provider below.
2. Attach a copy of each Provider's confirmation of registration for this practice and modality.

Medicare Australia Provider letter is required for modalities/service types:

Chiropractors, dietitians, dentists, dental prosthetists, optometrists, optical dispensers, occupational therapists, osteopaths, physiotherapists, podiatrists, psychologists, speech pathologists & exercise physiologists.

Medibank Private Provider letter is required for modalities/service types:

Naturopaths, remedial massage therapists, acupuncturists & myotherapists

You must supply banking details for all Providers you will include on your CBA HealthPoint Terminal. Health Fund payments for Claims submitted with the CBA HealthPoint Terminal will be credited to the bank account of the Provider who supplied the health service according to the details you provide below.

If your practice has more than 6 providers, please photocopy this page, complete & attach to the application.

Name of provider (enter name as appears on Provider Letter) **1**

Provider Number

Modality

Name of account

BSB Number Account Number

Name of provider (enter name as appears on Provider Letter) **2**

Provider Number

Modality

Name of account

BSB Number Account Number

Name of provider (enter name as appears on Provider Letter) **3**

Provider Number

Modality

Name of account

BSB Number Account Number

Name of provider (enter name as appears on Provider Letter) **4**

Provider Number

Modality

Name of account

BSB Number Account Number

Name of provider (enter name as appears on Provider Letter) **5**

Provider Number

Modality

Name of account

BSB Number Account Number

Name of provider (enter name as appears on Provider Letter) **6**

Provider Number

Modality

Name of account

BSB Number Account Number

PART C

If DXC accepts this Application, it will provide DXC HealthClaims on the terms and conditions as attached to this application in the DXC HealthClaims “Terms and Conditions”

This application must be signed by the Practice Administrator AND a business owner or partner with authority to sign and provide bank details for all Providers listed. That signature will bind all Providers listed in the Application, and the person signing represents and warrants that all the Providers on whose behalf he or she has signed have agreed to these terms and conditions.

The applicant has read and agrees to be bound by the terms and conditions.

PRACTICE ADMINISTRATOR

Signature

Name

Title

Date

BUSINESS OWNER / PARTNER

Signature

Name

Title

Date

Please send your completed form and supporting Provider Number Letters to DXC via:

- email at HealthPoint@dxc.com
- fax on 1800 500 874, or
- post to DXC HealthPoint, PO Box 148, North Ryde, NSW 1670

PART D**TERMS & CONDITIONS (“TERMS AND CONDITIONS”)****1. INTRODUCTION**

1.1 HealthClaims has two parts – electronic communications provided by DXC (“**Claims Service**”) and health claims processing provided by the Health Funds (“**Processing Service**”).

If You make an Application for HealthClaims and the Application is accepted:

(a) DXC will provide You with the Claims Services in accordance with these Terms and Conditions and the Application; and

(b) the Health Funds will provide You with the Processing Service.

1.2 You will:

(a) comply with the detailed procedure for the operation of HealthClaims set out in the User Guide; and

(b) co-operate as reasonably required by DXC and the Health Funds for the successful implementation and operation for HealthClaims.

1.3 DXC enters the Agreement on its own behalf for the Claims Service, and will use commercially reasonable efforts to fulfill its obligations in a timely manner.

1.4 The Application must be signed by a Provider or by a person with authority to sign on behalf of a Provider. That signature will bind all Providers listed in the Application and the person signing warrants that the Providers on whose behalf he or she has signed have agreed to these Terms and Conditions.

1.5 All terms in capital letters are defined in clause 11(Definitions).

2. INSTALLATION AND EQUIPMENT

2.1 DXC will provide HealthClaims to You via Your Bank supplied HealthPoint Terminal.

2.2 DXC will provide You with HealthClaims and training in how to use HealthClaims.

2.3 If You sell Your business or move Premises after Your Bank has installed HealthClaims You must notify both Your Bank and DXC.

3. THE HEALTH FUND'S CLAIM OBLIGATIONS

3.1 The Health Funds will process Claims in accordance with:

(a) their internal procedures and the terms of their policies with their Members; and

(b) the details You give in Your Application.

3.2 A Health Fund is under no obligation to accept electronic Claims from You, including but not limited to Claims where:

(a) the Claim does not satisfy the criteria of the Members cover; or

(b) a Member disputes the validity of a Claim.

3.3 The Health Fund will pay a Claim to a Provider no later than 10 days after the Provider has made the Claim (unless the Claim is under dispute).

3.4 The Health Fund may suspend or terminate You from the Processing Service at any time if the Health Fund in its absolute discretion determines that is appropriate to do so.

4. YOUR CLAIM OBLIGATIONS

4.1 You will:

(a) not knowingly submit a Claim which is untrue or unauthorised by the Member;

(b) submit Claims in accordance with the User Guide and all laws;

(c) retain for 2 years original receipts of Transactions signed by the Member; and

(d) if required by a Health Fund, within 14 days make available original signed receipts and other supporting documentation verifying the Health Services to the Health Fund for verification.

4.2 You will not:

(a) make any representations or promises which purport to bind a Health Fund (for example, You will not promise a Member that a certain Claim will be accepted or a certain amount will be paid);

(b) charge a Member a fee for making a Claim;

(c) accept a Card if a Health Fund advises You not to do so; and

(d) use the HealthClaims Service for claims on a Health Fund if at any time that Health Fund advises You not to do so.

4.3 You represent and warrant that in respect of each Transaction:

(a) the particulars of the Transaction are true and correct (including the item number of the service delivered);

(b) the Claim represents services which have been actually provided by You for the Member identified on the Card;

(c) the Member does not, at the time You make the Claim, dispute liability to pay You for the services; and

(d) the Claim has been processed in the Member's presence and the Member has signed the acknowledgement on the transcription receipt.

4.4 A Claim is not valid if it is illegal, incomplete, false in any respect, unauthorised or if it relates to services not provided by You.

4.5 You will protect the secrecy of Your user identification and password, which enable use of HealthClaims. DXC and Health Funds are entitled to accept a Claim as having been made by You if the Claim is submitted electronically using HealthClaims.

5. SUPPORT SERVICES

5.1 DXC will provide You with Support Services for HealthClaims.

5.2 The Support Services do not include equipment fault finding, equipment servicing or equipment replacement for Your Bank supplied HealthPoint Terminal.

6. NOT USED**7. TERMINATION**

7.1 You may terminate the Agreement at any time by giving 30 days notice in writing to DXC and Your Bank.

7.2 DXC may for itself and on behalf of the Health Funds terminate the Agreement:

(a) immediately on notice if You breach any of these terms and conditions;

(b) immediately on notice if any DXC contract with the Health Funds relating to HealthClaims is terminated or materially varied; or

(c) immediately on notice if You cease to carry on business, cease to use HealthClaims over a 3 month period, sell Your business or become insolvent, unless You have assigned Your right and obligations under the Agreement in accordance with clause 10.4 before the occurrence of any events referred to in this sub-clause; and

(d) at any time on 30 days written notice to You.

8. CONFIDENTIAL INFORMATION

8.1 A party will not:

(a) use the other's Confidential Information except for the purposes contemplated by the Terms and Conditions;

(b) disclose the other's Confidential Information, except to its employees or contractors who have a need to know the information to enable a product or service to be used in the manner contemplated by the Terms and Conditions and who have been informed of their obligations of confidentiality; or

(c) copy or reproduce in any form whatsoever the other's Confidential Information.

8.2 A party will return (or destroy, as directed) another party's Confidential Information on request or on termination of the Agreement.

8.3 DXC may disclose:

(a) to the Health Funds

(i) that You use HealthClaims; and

(ii) information necessary for the operation of HealthClaims (including, Your name, address, Provider number and bank details); and

(b) to Your Bank information You disclose to DXC necessary for the operation of the HealthPoint Terminal and HealthClaims.

8.4 You acknowledge that in providing HealthClaims, DXC may have access to, and use, certain personal information of Yours (including details of Your telephone numbers, address, Provider number and bank details), and You consent to such use provided that it is in accordance with these Terms and Conditions or as reasonably necessary to enable DXC to fulfil its obligations under the Agreement, which you acknowledge and agree may include disclosure to the Health Funds or Your Bank as contemplated in clause 8.3 above.

8.5 You must comply with all privacy and related legislation applicable to any use or disclosure of personal information made by You in connection with this Agreement. In particular, You warrant that You have made all necessary disclosures and obtained all consents required under that legislation in respect of personal information provided or made available to DXC under or in connection with this Agreement. You will indemnify

and holds harmless DXC and its related parties from and against any loss, damages, costs, expenses or injury arising from or relating to Your breach of this warranty.

9. LIABILITY

9.1 The parties acknowledge that provision of HealthClaims may not be uninterrupted or error free, although DXC and the Health Funds will use all reasonable efforts to supply HealthClaims in accordance with the Agreement.

9.2 Neither DXC nor any of the Health Funds is liable to You or any person claiming by or through You or otherwise for any loss, damages, costs, expenses or injury arising from this Agreement, including as a result of (a) the operation or failure of the operation of HealthClaims;

(b) any operation, failure, replacement or upgrade of Your Bank supplied HealthPoint Terminal;

(c) the content of any Traffic or any failure, error or omission in the entry of information for transmission or the transmission, conversion, reception or storage of Traffic.

9.3 Except as expressly specified in this Agreement, each of DXC and the Health Funds exclude:

(a) from this Agreement all guarantees, representations and warranties, whether express, implied, statutory or otherwise relating in any way to this Agreement; and

(b) liability to You for special, incidental, indirect, or consequential damages or lost profits or anticipated profits, however caused (including by negligence), relating to HealthClaims or in connection with this Agreement.

9.4 Without limiting clause 9.3(a), if any guarantee, condition or warranty is implied into this Agreement by the Competition and Consumer Act 2010 or any other applicable legislation for the time being in force which cannot be excluded by agreement, the liability of DXC and the Health Funds for breach of that implied guarantee, condition or warranty will be limited, at the option of DXC and the Health Funds, to: (a) in relation to the supply of goods: (i) the replacement of those goods or the supply of equivalent goods; or (ii) the repair of those goods; or (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the goods repaired; or (b) in relation to the supply of services: (i) the supply of those services again; or (ii) the payment of the cost of having those services supplied again.

9.5 Any liability of a party for damages, however caused (including by negligence), in connection with this Agreement is reduced to the extent that the other party or its employees or agents contribute to the loss or damage or subject matter of the claim.

10. GENERAL

10.1 A party will not be liable for a failure to comply with a provision of the Agreement if that failure is caused by a event outside that party's control ('force majeure event'), including but not limited to fire, natural disaster, accident, war, electrical outage or industrial dispute.

10.2 If a party is unable to comply with its obligations because of a force majeure event it will:

(a) notify the other parties; and

(b) use its best efforts to resume performance of its obligations as soon as possible.

10.3 DXC may perform any of its obligations under the Agreement by arranging for them to be performed by a related body corporate of DXC or a third party.

10.4 You will not assign or attempt to assign any right or obligation under the Agreement without DXC's written consent (not to be unreasonably withheld).

10.5 Part or all of any clause of the Agreement that is illegal or unenforceable will be severed and will not affect the continued operation of the remaining provisions of the Agreement.

10.6 DXC may vary the Agreement at any time by giving You 30 days prior notice in writing. Upon receipt of this notice You may terminate the Agreement under clause 7.1. If You do not terminate the Agreement, the varied terms and conditions will apply from the date the notice period expires.

11. DEFINITIONS

In these Terms and Conditions unless the context otherwise requires:

'**Agreement**' means the agreement formed between You, DXC and the Health Funds once you sign the Application

and when DXC and the Health Funds accept Your signed Application and notify You accordingly.

'**Application**' means the application to receive HealthClaims made on the Application form attached to or accompanying these Terms and Conditions.

'**Bank**' means the financial institution You have an agreement with for the supply of the EFTPOS terminal equipment and associated merchant facility services.

'**Cancellation**': a cancellation of a Claim submitted on the same day.

'**Card**' means a card to the specifications agreed by DXC and the Health Funds, supplied by a Health Fund to a Member for use in making Claims.

'**Claim**' means a claim by You for payment of benefits in respect of Health Services provided to You by a Member, for which the Member has assigned his or her right to benefits to You, and which is submitted in electronic form using HealthClaims.

'**Commencement Date**' means the date DXC notifies You HealthClaims is available and ready for Your use.

'**Claims Service**' means the capture and transmission of the data between You and third parties except Your Bank, including but not limited to the Health Funds, using Your Bank's EFTPOS terminal.

'**Confidential Information**' means all information concerning the Agreement, HealthClaims, Your practice, the business of DXC or Health Funds and all patient and all patient and Health Services information, disclosed by one party to another prior to, or in connection with the Agreement, excluding information in the public domain and information and information a party is required by law to disclose (but only for the purpose of that disclosure).

'**DXC**' means DXC Australia Pty Limited (ACN 008 476 944).

'**EFTPOS**' means electronic funds transfer at point of sale for debit and credit card operations processed through a terminal.

'**HealthClaims**' means the Claims Service and the Processing Service.

'**Health Fund**' means the private health insurance companies with whom DXC has entered into an agreement for HealthClaims as advised to You from time to time by DXC.

'**HealthPoint Terminal**' means the Your Bank supplied terminal equipment that provides EFTPOS and Claims Services.

'**Health Services**' means services provided by You to a Member for which a Member may be entitled to benefits from a Health Fund.

'**Member**' means a member of a Health Fund who may be entitled to benefits from a Health Fund and who is listed on a Card.

'**Merchant**' means a business that accepts payment for goods and services through electronic banking.

'**Processing Services**' means the receipt and processing of Transactions by the Health Funds delivered by the Claims Service, including verification of Claims and notification of acceptance or rejection via the Claims Service.

'**Provider**' means provider of Health Services.

'**Premises**' means Your premises at which HealthClaims has been installed.

'**Receipt**' means the receipt generated by HealthClaims when a Transaction is processed.

'**Related Body Corporate**' has the meaning given to that term in the Corporations Act.

'**Support Services**' means that if You report a fault in HealthClaims (and You have not caused the fault) DXC will provide or procure the provision of telephone support in accordance with the User Guide, to return HealthClaims to working order.

'**Traffic**' means any communication to or from the Health Funds using HealthClaims.

'**Transaction**' means the transmission of any of the following transaction types:

(a) a claim by one Provider for one or more Members of the same family and including up to a maximum 16 items; and

(b) a void of the last Claim submitted on the same day.

'**User Guide**' means the user guide for HealthClaims provided to You by DXC from time to time, which will set out amongst other things instructions for use of HealthClaims, making claims, verification, response and settlement of claims.

'**You**' and '**Your**' means the customer defined in the Application.