MINISTRY OF HEALTH
SINGAPORE

# Terms and Conditions of Approval

# under

# the MediSave Scheme

# and

# the MediShield Life Scheme

**(With Effect from 26 September 2022)**

## PART A: DEFINITIONS

1. Throughout these Terms and Conditions, unless the context otherwise requires, the following definitions shall apply:

1.1 "Approved Applicant" means a person or an institution that has provided or is providing any medical, psychiatric or other treatment or services prescribed pursuant to Section 77(j) of the CPF Act which is approved (a) under Section 67B(2) to submit a withdrawal application on behalf of a member; or (b) before 31 December 2016, to submit a withdrawal application on behalf of any member;

1.2 "Approved Institution" means an institution which is approved as: (a) an "approved medical institution" or an "approved home palliative care provider", both as defined in Regulation 2(1) of the MAWR; and/or (b) an "approved medical institution" as defined in Section 2(1) of the MLSA;

1.3 "Approved Medical Practitioner" or "AMP" means any medical practitioner who is approved by the Minister for Health or such other person as he may appoint for the purposes of the MAWR and/or the MLSR, as defined in Regulations 2(1) of the MAWR and the MLSR respectively;

1.4 "CDMP" means the Chronic Disease Management Programme under which patients are able to use MediSave to reduce out-of-pocket payments for outpatient treatments for selected chronic conditions as determined by MOH;

1.5 "CDMP Guidelines" means the guidelines set out in the CDMP Handbook for Healthcare Professionals, published on MOH's website, and as may be amended from time to time;

1.6 "CHAS" means the Community Health Assist Scheme;

1.7 "CPF Act" means the Central Provident Fund Act 1953;

1.8 "CPFB" means the Central Provident Fund Board constituted under the CPF Act;

1.9 "Electronic System" means the electronic system(s) designated by MOH to carry out MediSave or MediShield Life related functions.

1.10 "FSAE" means the Financing Schemes Accreditation E-services to be used for accreditation applications (formerly known as MediSave MediShield Life Accreditation E-service).

1.11 "Government" means the Government of the Republic of Singapore (as represented by the Ministry of Health);

1.12 "HCSA" means the Healthcare Services Act 2020;

1.13 “Letter of Certification” or “LOC” means the letter of certification in the form set out in Annex A;

1.14 “Licence” means a valid licence issued under the PHMCA or the HCSA (as applicable), including any amendment or re-enactment thereof (including any re-enactment under a different name);

1.15 “Manual” means the manual on the MediSave and MediShield Life schemes issued by MOH for institutions making MediSave/MediShield Life claims, as may be amended from time to time;

1.16 “MAWR” means the Central Provident Fund (Medisave Account Withdrawals) Regulations;

1.17 “MCAF” means the Medical Claims Authorisation Form;

1.18 “MediClaim” means the MediClaim system to be used to process claims made under the MediSave Scheme and/or MediShield Life Scheme, or any electronic system designated by the Government from time to time for the same;

1.19 “MSHL Council” means the MediShield Life Council or a committee appointed under section 8(4) of the MLSA;

1.20 “Minister” means the Minister for Health or such other person as he may appoint for purposes of the MediSave Scheme and/or the MediShield Life Scheme;

1.21 “MLSA” means the MediShield Life Scheme Act 2015;

1.22 “MLSR” means the MediShield Life Scheme Regulations 2015;

1.23 “MOH” means the Ministry of Health of the Government;

1.24 “MOHH” means MOH Holdings Pte Ltd;

1.25 “Non-Approved Institution” means an institution that is not an Approved Institution;

1.26 “PHMCA” means the Private Hospitals and Medical Clinics Act 1980;

1.27 “SDC” means the Singapore Dental Council;

1.28 “SMC” means the Singapore Medical Council; and

1.29 “TOSP” means the Table of Surgical Procedures.

## PART B: TERMS AND CONDITIONS OF APPROVAL UNDER THE MEDISAVE SCHEME AND THE MEDISHIELD LIFE SCHEME FOR APPROVED INSTITUTIONS

### 1. Preliminaries

1.1 The approval of an Approved Institution is subject to its compliance with the Terms and Conditions in this Part B, all applicable laws and legislation, the guidelines and requirements in the Manual and circulars, such other guidelines and requirements that may be issued or imposed by the Minister in relation to the MediSave and/or MediShield Life Scheme(s), and any conditions issued or imposed by the Minister for specific cases.

1.2 The Minister has the sole and absolute discretion to approve or reject a medical institution's application to be an Approved Institution, without assigning any reason. Without prejudice to the generality of the foregoing, the Minister may reject an application or suspend/revoke an approval if the Minister determines at any time that:

(a) The Approved Institution does not have a valid Licence to carry out the procedures and treatments to be claimed under the MediSave and/or MediShield Life Schemes;

(b) The Approved Institution is in breach or suspected to be in breach of:

(i) the terms and conditions of any public scheme administered by the Government or its appointed agents, including the MediSave and MediShield Life Schemes, CHAS and other public schemes administered by MOH (i.e. as described in clause 3(b) of the MediShield Life Scheme (Disclosure of Information) Regulations 2017);

(ii) any health service licensing legislation and regulations; and/or

(iii) all applicable laws and legislation (including the CPF Act, the MAWR, the MLSA and the MLSR), and all prevailing relevant guidelines and requirements issued or imposed by MOH, including but not limited to the guidelines and requirements in the Manual and circulars;

(c) The approval or participation of the Approved Institution under any other healthcare financing or assistance scheme(s) administered by the Government has been suspended, terminated or revoked;

(d) The Approved Institution has overcharged its patients (as determined by MOH in its sole discretion);

(e) The Approved Institution has over-serviced its patients and/or provided and charged for inappropriate treatment to its patients (as determined by MOH in its sole discretion). Without limiting the generality of the

foregoing, the Approved Institution could be deemed to have over-serviced its patients, or provided and charged for inappropriate treatment to its patients if the Approved Institution:

(i) provided medical treatment which is deemed not medically appropriate, based on the prevailing guidelines and requirements issued or imposed by MOH, including but not limited to the guidelines and requirements in the Manual and circulars; or

(ii) provided and charged its patient(s) for medical treatment, services or items (as the case may be) which was assessed, by the MSHL Council pursuant to Regulation 12(2)(b) of the MLSR, to be inappropriate in the circumstances of a particular case, for which the patient was unable to claim benefits under the MediShield Life Scheme;

(f) Any person having management or control of the Approved Institution, including the director(s), majority shareholder(s), clinic manager, principal officer, clinical governance officer or any medical practitioner whether employed by the Approved Institution or providing services as a locum practitioner, is or was:

(i) in breach or suspected to be in breach of: (1) the terms and conditions of any public scheme administered by the Government or its appointed agents, including the MediSave and MediShield Life Schemes, CHAS and other public schemes administered by MOH (i.e. as described in paragraph 3(b) of the MediShield Life Scheme (Disclosure of Information) Regulations 2017); (2) any health service licensing legislation and regulations; and/or (3) all applicable legislation (including the CPF Act, the MAWR, the MLSA and the MLSR), and all prevailing relevant guidelines and requirements issued or imposed by MOH, including but not limited to the guidelines and requirements in the Manual and circulars;

(ii) convicted of an offence, or found by the relevant professional board (SMC or SDC) to be guilty of misconduct involving dishonesty or fraud;

(iii) suspended or struck off the register maintained by the SMC or the SDC (as the case may be);

(iv) engaged or engaging in over-charging his/her patients;

(v) engaged or engaging in over-servicing his/her patients, and/or the provision of and charging for inappropriate treatment to his/her patients (as determined by MOH in its sole discretion, including the circumstances described in Part B clause 1.2(e) above); and/or

(vi) under investigation by the Government and/or other relevant authorities relating to the MediSave Scheme, the MediShield Life Scheme, CHAS, dishonesty and/or fraud; and

(g) the person(s) having management or control of the Approved Institution, including the directors, majority shareholder(s), clinic manager, principal officer, clinical governance officer or any medical practitioner whether employed by the Approved Institution or providing services as a locum practitioner is/are deemed of unfit character (as assessed by the Government) for the Approved Institution to be accredited for purposes of the MediSave and MediShield Life Schemes.

1.3 To avoid doubt, an Approved Institution's approval under the MAWR does not necessarily mean that the Approved Institution is also approved by the CPFB as an Approved Applicant. Approved Institutions should enquire with the CPFB should they wish to be an Approved Applicant.

1.4 The approval of the institution as an Approved Institution shall commence from the effective date stated in the written notice issued by MOH to the Approved Institution. The approval shall remain in force for the period stated in the written notice (if any) unless earlier suspended or revoked by the Minister.

1.5 The Approved Institution shall notify MOH of any change in its name or address or any of the information provided in its application for approval as an Approved Institution through electronic mail or the Electronic System, and shall submit a copy of the relevant Licence issued by MOH and all relevant documents as supporting evidence of such change, within one (1) month of change. To avoid doubt, where the change affects the identity of the Approved Institution, MOH may exercise one or more of the rights/remedies under clause 6 of these Terms and Conditions.

## 2. Claims for Approved Treatment under the MediSave and/or MediShield Life Scheme(s)

2.1 The Approved Institution shall make claims under the MediSave and/or MediShield Life Scheme(s) on behalf of members for approved treatments performed or provided to its patients, in accordance with the following:

(a) these Terms and Conditions;
(b) all applicable laws and legislation (including the CPF Act, the MAWR, the MLSA and the MLSR);
(c) all prevailing relevant guidelines and requirements issued or imposed by MOH, including but not limited to the guidelines and requirements in the Manual and circulars; and
(d) any conditions issued or imposed by the Minister for specific cases (e.g., for overseas use of MediSave).

2.2 For the avoidance of doubt, Approved Institutions shall not:

(a) make claims for fictitious patient visits or treatment;

(b) make multiple claims for a single patient visit / split claims;

(c) provide and make claims for inappropriate treatment (i.e. as determined by MOH in its sole discretion, including the circumstances described in Part B clause 1.2(e) above);

(d) make claims using an inappropriate TOSP code(s), including by way of:
(i) using proxy TOSP code(s) that do not accurately describe the procedure performed;
(ii) submitting more than one TOSP code where a single TOSP code adequately describes the episode of surgery/procedure carried out; and/or
(iii) performing each component procedure in a separate episode of surgery or procedure, for procedures that could otherwise be performed under a single TOSP code and/or episode of surgery/procedure;

(e) provide any incorrect information in relation to the claims made (e.g. treatment for an acute condition indicated as treatment for a chronic condition, or diagnosis);

(e) make claims on behalf of Non-Approved Institutions for patients who receive or had received medical treatment and services at the Non-Approved Institutions, unless otherwise permitted or approved by MOH in writing;

(f) make claims for a patient without a set of corroborating documents such as clinical case notes, operation reports, radiographs, histology reports, laboratory results, LOCs and other relevant documents, in support of each aspect of the patient visit;

(g) make claims for or include in claims treatments and items which are not approved under the MAWR and/or the MLSR; and

(h) make claims for or include in claims treatments and items by any person who is not an Approved Medical Practitioner or a registered doctor or dentist with the SMC or SDC respectively, unless otherwise permitted by MOH in writing.

2.3 The Approved Institution shall ensure that its patients are informed, on or before their first consultation at the Approved Institution, of the estimated total charges which are likely to be incurred in respect of their treatment at the Approved Institution, and shall counsel the patient on available avenues for payment, including the use of MediSave and/or MediShield Life (as applicable).

2.4 The Approved Institution shall exercise due diligence before making any claim under the MediSave and/or MediShield Life Scheme(s). The Approved Institution shall make all claim submissions under the MediSave and/or

MediShield Life Scheme(s) through MediClaim. Where an Approved Institution makes or is deemed to have made a claim which is not in accordance with these Terms and Conditions, the Approved Institution and the Approved Medical Practitioner who signed the relevant Letter of Certification in relation to that claim shall be jointly and severally responsible for:

(a) ensuring that all MediSave monies improperly paid under such a claim (including any payment of MediSave monies that is not in compliance with the MAWR as provided under Regulation 25A of the MAWR) are promptly refunded with interest applicable under the CPF Act as directed by MOH, and if disallowed by MOH in writing, such monies are not to be recovered from the patient;

(b) ensuring that all monies improperly paid out from MediShield Life under such a claim are promptly refunded as directed by MOH and if disallowed by MOH in writing, such monies are not to be recovered from the patient;

(c) indemnifying MOH and/or CPFB against all damages, payments, costs, expenses, losses and other liabilities whatsoever incurred, sustained, or suffered by MOH and/or CPFB arising from (a) and/or (b) above and any and all such claims made by the Approved Institution; and

(d) paying to MOH all fees, costs and expenses incurred by MOH and its authorised agents, in enforcing these Terms and Conditions, including but not limited to the cost of auditing the Approved Institution's other claims.

2.5 If the Approved Institution receives any MediSave monies that were withdrawn to pay for treatment received or to be received by a patient under an approved treatment package provided by the Approved Institution, or any monies that were paid out from MediShield Life to pay for treatment received or to be received by a patient under an approved treatment package provided by the Approved Institution, and any one or more of the following occurs, namely:

(a) the approved treatment package is cancelled or not fully utilized by that patient; and/or

(b) the final bill amount is less than the total amount of MediSave monies claimed and/or total amount paid out from MediShield Life in respect of the approved treatment package,

the Approved Institution shall upon MOH's written direction repay CPFB the balance of such MediSave monies with interest (as applicable) and/or the monies paid out from MediShield Life corresponding to the part of the approved treatment package that was not provided to the patient or such amount as MOH directs in its written direction. If the Approved Institution does not repay such monies by the date stipulated in MOH's written direction to do so, the Approved Institution shall indemnify MOH and/or CPFB against all damages, payments, costs, expenses, losses and other liabilities whatsoever incurred, sustained or

suffered by MOH and/or CPFB to recover such monies and for any other work related thereto.

2.6 If the Approved Institution receives an overpayment under MediSave or MediShield Life (as determined by MOH), it shall return the excess amount in accordance with MOH's and/or CPFB's written instructions.

2.7 The Approved Institution shall send its staff to attend such training programmes or meetings (regardless of mode of training or meeting) in relation to the MediSave and/or MediShield Life Scheme(s) as MOH may require from time to time. The Approved Institution shall ensure that its relevant staff (including new staff who join the Approved Institution after the training programme / meeting has been conducted) are properly informed of all content disseminated in such training programmes and meetings, including any updates to these Terms and Conditions or other guidelines, circulars and requirements related to the MediSave and/or MediShield Life Scheme(s), in a timely manner. To avoid doubt, all staff in the Approved Institution shall, for the purposes of these Terms and Conditions, be deemed to have knowledge of all content disseminated in such training programmes and meetings after one or more of staff members have attended such training programmes and meetings, and it shall be no defence that the Approved Institution and its staff were ignorant or not informed.

2.8 The Approved Institution agrees that any sum recoverable by or due to MOH and/or CPFB (as applicable) under these Terms and Conditions may be sued for and recovered by MOH and/or CPFB (as applicable) from the Approved Institution and/or the AMP as if it were a debt due to MOH and/or CPFB (as applicable), regardless whether the approval of the Approved Institution and/or the AMP has been withdrawn, suspended, terminated or revoked.

<u>Records and submission of data</u>

2.9 The Approved Institution and the AMP shall be jointly and severally responsible to maintain clear, accurate, and complete clinical records (which shall include the patient's chief complaint, the clinical findings, any diagnoses, and treatment plan) and financial records (including, but not limited to, all fees charged and waived) of all its patients who received healthcare services in relation to all claims made under the MediSave and/or MediShield Life Scheme(s) for at least seven (7) years after the final treatment of the patient for which the use of MediSave and/or MediShield Life was authorised. This includes, but is not limited to, the MCAF, the LOC and all relevant medical bills and receipts. The Approved Institution shall submit to MOH such records and/or the data in such records in such manner and format and at such time or interval as MOH may require.

2.10 The Approved Institution and the AMP shall treat patient medical information with confidence, and be jointly and severally responsible for safeguarding the confidentiality and integrity of the personal data in their possession or control, and ensuring sufficient control and governance over the data as the Government may reasonably require, and in accordance with the Personal Data Protection Act 2012, the Computer Misuse Act 1993, and any other applicable

legislation or laws. To avoid doubt, the Approved Institution shall access patient medical information only with the patient's consent and, save for what is required for purposes of these Terms and Conditions, for patient care purposes only.

2.11 The Approved Institution shall ensure that it has the necessary electronic systems (both hardware and software) and related devices to make MediSave and/or MediShield Life claims and carry out other MediSave and/or MediShield related functions securely via MediClaim and, where the Approved Institution is an "approved hospital" or an "approved CIT medical institution" as defined in the MAWR, to submit Casemix data and clinical data in accordance with CDMP Guidelines respectively via electronic systems designated by the Government, as notified by MOH in accordance with these Terms and Conditions.

2.12 The Government may use and/or disclose the data submitted by the Approved Institution pursuant to clauses 2.9, 2.11 and 9.3 to the CPFB, the patient's insurer(s) and its/theirs appointed agencies, and healthcare professionals at any medical institution who have cared or are caring for the patient for the purposes of:

(a) the administration of MediSave and/or MediShield Life claims, including but not limited to audit, processing and verification of such claims, and resolution of claims-related disputes;

(b) facilitating patient care and the effective administration, monitoring and improvement of healthcare and other public schemes, and the review and development of public healthcare finance policies;

(c) contacting the patients and the treating doctor / dentist in relation to that patient's participation under any healthcare or other public schemes; and

(d) data analysis and policy evaluation, formulation, development and review, in which event only anonymized or aggregated data that does not identify any individual will be used.

The Approved Institution shall collect, disclose and use such data in accordance with these Terms and Conditions and all applicable laws and legislation.

## 3. Security and Audit

3.1 The Approved Institution shall implement such data security and audit requirements in relation to the administration of the MediSave and/or MediShield Life Scheme(s) as MOH and/or its appointed agents and representatives, including MOHH and CPFB, may reasonably require.

3.2 Each Approved Institution shall ensure that its MediClaim account and access are securely protected and shall only be made available to persons authorised to make claims and/or submit clinical data on behalf of the Approved Institution. The Approved Institution shall also safeguard other accounts and accesses of

system(s) that the institution uses to submit claims to MediClaim. Approved Institutions shall also review all such accounts and user roles periodically to ensure that access rights are up to date. All claims made and clinical data submitted using the Approved Institution's MediClaim account or through integrated mode shall be deemed to be authorised and made by the Approved Institution, and the Approved Institution shall be responsible for all such claims and clinical data as stipulated in these Terms and Conditions, unless the Approved Institution proves to MOH's satisfaction that a claim was made and/or clinical data was submitted as a result of unauthorised access to the Approved Institution's MediClaim account or was otherwise procured by fraud or dishonesty.

3.3 MOH shall, at its own expense, cause the records of the Approved Institution to be reviewed and/or audited by MOH and/or its appointed agents and representatives at such times or frequency as it considers necessary or appropriate, to determine and verify whether the Approved Institution is in compliance with these Terms and Conditions, the applicable legislation and the prevailing guidelines and requirements issued or imposed by MOH, including but not limited to the guidelines and requirements in the Manual and circulars. The Approved Institution undertakes, at its own expense, to extend all cooperation to MOH and/or its appointed agents and representatives in providing all such information and documents as may be required in such form and manner, and within such time, as MOH may specify. The Approved Institution shall ensure that all information provided to MOH and/or its appointed agents and representatives for the purposes of audit and review are true and accurate and all documents and records are authentic and have not been altered in any way.

3.4 The Approved Institution shall, upon notification and within such time as may be specified, furnish to MOH: (i) medical and treatment records relating to the MediSave and/or MediShield Life claim(s) in respect of the patient; (ii) a LOC for MediSave and/or MediShield Life claim(s) relating to surgical procedures; and (iii) such other documents or information as MOH may require for the purposes specified in clause 2.12 of this Part B.

3.5 The Approved Institution shall inform MOH of any anticipated delay in the submission of documents or information required by MOH under clauses 3.3 and/or 3.4, and explain the reasons for the anticipated delay, at least five (5) working days ahead of the specified deadline for submission.

3.6 In the course of the review/audit/claim assessment, MOH and/or its appointed agents and representatives may take any or all of the following actions:

(a) inspect the Approved Institution's documents and records related to the review/audit (including but not limited to books of accounts, financial and medical records of the Approved Institution's patients, and appointment records) at the premises of the Approved Institution during normal business hours without prior appointment, and for this purpose, the Approved Institution consents to MOH and/or its appointed agents and representatives entering the Approved Institution's premises and other

locations where the Approved Institution's documents and records are kept;

(b) make copies of or take extracts from the Approved Institution's documents and records at no cost to MOH and/or its appointed agents and representatives;

(c) require the disclosure of and obtain medical reports for the review and verification of MediSave or MediShield Life claims from the Approved Institution at no cost to MOH and/or its appointed agents and representatives;

(d) require the disclosure of and obtain itemised bills relating to the MediSave and/or MediShield Life claims made by the Approved Institution at no cost to MOH and/or its appointed agents and representatives;

(e) directly contact and interview the Approved Institution's patients, staff, and ex-staff (where relevant), with the consent of the relevant patient, staff or ex-staff, and for this purpose, the Approved Institution agrees to facilitate the conduct of such contact and interview; and

(f) disclose and use any information obtained or generated or which comes to the attention of MOH and/or its appointed agents and representatives in the course of the audit for such purposes as MOH considers appropriate.

## 4. Withdrawal of Approval with Notice

4.1 Save where an Event of Default occurs, or where the approval of an Approved Institution has been suspended, the Approved Institution may request the Minister to withdraw its approval as an Approved Institution by giving MOH at least one (1) month's prior written notice.

4.2 The Minister may withdraw the Approved Institution's approval as an Approved Institution without giving any reasons, by giving the Approved Institution at least one (1) month's prior written notice.

## 5. Events of Default

5.1 In Part B of these Terms and Conditions, an "Event of Default" means MOH, in its sole discretion, determines or has grounds to believe that:

(a) the Approved Institution has failed to furnish to MOH such documents or information required by MOH for the purpose of the administration of MediSave and/or MediShield Life claims, including but not limited to audit, processing and verification of such claims, and resolution of claims-related disputes, within the time specified by MOH;

(b) the Approved Institution has furnished any information to MOH which it knows or believes to be false or has no reason to believe is true;

(c) the Approved Institution has failed to comply with these Terms and Conditions, any conditions issued or imposed by the Minister for specific cases and/or any applicable legislation or guidelines (including but not limited to the Manual and circulars);

(d) the Approved Institution has made a false, improper or non-compliant MediSave or MediShield Life claim;

(e) the Approved Institution has received an overpayment under MediSave or MediShield Life (as determined by MOH) and has failed to return the excess amount in accordance with MOH's and/or CPFB's written instructions;

(f) the Approved Institution knows or has reason to believe that it has received an overpayment under MediSave or MediShield and has failed to return the excess amount;

(g) the Approved Institution does not have a valid licence to carry out the procedures and treatments to be claimed under the MediSave and/or MediShield Life Schemes, or the Approved Institution's Licence has been revoked or is no longer effective;

(h) there is suspected fraudulent or criminal conduct on the part of the Approved Institution, any person having management or control of the Approved Institution (including the clinic manager, principal officer or clinical governance officer as stated in the Approved Institution's application for its Licence and the majority shareholder(s)), any medical practitioner whether employed by the Approved Institution or providing services as a locum practitioner, or any of the Approved Institution's staff;

(i) the Approved Institution's participation in or approval under any healthcare financing or assistance scheme (including but not limited to the MediSave Scheme, MediShield Life Scheme and CHAS) has been suspended or terminated for any reason;

(j) the Approved Institution, any person having management or control of the Approved Institution, including the majority shareholder(s), clinic manager, principal officer, clinical governance officer, any medical practitioner whether employed by the Approved Institution or providing services as a locum practitioner, or any of the Approved Institution's staff is or has been:

(i) in breach or suspected to be in breach of: (1) the terms and conditions of any public scheme administered by the Government or its appointed agents, including the MediSave and MediShield Life Schemes, CHAS and other public schemes administered by

MOH (i.e. as described in paragraph 3(b) of the MediShield Life Scheme (Disclosure of Information) Regulations 2017); (2) any health service licensing legislation and regulations; and/or (3) all applicable legislation (including the CPF Act, the MAWR, the MLSA and the MLSR), and all prevailing relevant guidelines and requirements issued or imposed by MOH, including but not limited to the guidelines and requirements in the Manual and circulars;

(ii) convicted of an offence, or found by the relevant professional board (i.e., the SMC or SDC) to be guilty of misconduct involving dishonesty or fraud;

(iii) suspended or struck off the register maintained by the SMC or the SDC (as the case may be);

(iv) over-charging its/his/her patients (as determined by MOH in its sole discretion);

(v) over-servicing his/her patients, and/or providing and charging for inappropriate treatment to his/her patients (as determined by the MOH in its sole discretion, including the circumstances described in Part B clause 1.2(e) above); and/or

(vi) under investigation by the Government and/or other relevant authorities relating to the MediSave Scheme, the MediShield Life Scheme, CHAS, dishonesty and/or fraud;

(vii) has engaged in conduct that is prejudicial to the integrity and reputation of the medical services industry or the MediSave and/or MediShield Life Scheme(s), or the Government's interests;

(k) it is in the public interest to do so;

(l) where the Approved Institution is a sole proprietorship, if the sole proprietor has passed away or has had a bankruptcy order made against him;

(m) where the Approved Institution is a partnership, if the partnership is dissolved, if any of the partners has been made bankrupt or has passed away, or if the partnership has had a bankruptcy order made against it;

(n) where the Approved Institution is a body corporate, if the Approved Institution has (i) become insolvent, (ii) gone into voluntary liquidation otherwise than for the purpose of reconstruction or amalgamation, (iii) had an order of court made for its compulsory liquidation or for it to be placed under judicial management (save where such termination is prohibited under Section 440 of the Insolvency, Restructuring and Dissolution Act 2018), (iv) had a receiver or liquidator appointed over any of its undertaking or property;

(o) the Approved Institution has entered into any composition or arrangement with its creditors;

(p) the Approved Institution has had legal proceedings alleging insolvency against it;

(q) the Approved Institution has ceased to carry on business; or

(r) the Approved Institution has had its Licence issued by MOH under the PHMCA or HCSA (as applicable) suspended or revoked.

## 6. Remedies

6.1 If an Event of Default occurs, MOH shall have the right to take such actions as may be appropriate, including but not limited to any or all the following:

(a) where an Approved Institution has failed to furnish to MOH such documents or information as MOH may require for the purpose of the administration of MediSave and/or MediShield Life claims (including but not limited to audit, processing and verification of such claims, and resolution of claims-related disputes), within the time specified by MOH, MOH may require the Approved Institution and the AMP to jointly and severally refund all monies paid under that MediSave and/or MediShield Life claim plus any administrative fees that may have been incurred by MOH and/or CPFB and applicable interest pursuant to the CPF Act, in the manner determined by MOH and/or its appointed agents and representatives;

(b) where the Approved Institution's Licence has been revoked or is no longer effective, revoke the Approved Institution's approval as an Approved Institution with immediate effect from the date of the revocation of the Licence;

(c) require the Approved Institution to amend or re-submit any MediSave or MediShield Life claim made which is affected by the non-compliance, irregularity, or suspected fraud or criminal conduct (as the case may be) ("Affected Claim"), and repay the sum of money previously paid by CPFB and/or MOH to the Approved Institution in excess of the amount claimed in the amended or re-submitted claim plus any administrative fees that may have been incurred by MOH and/or CPFB and applicable interest pursuant to the CPF Act, in the manner determined by MOH and/or its appointed agents and representatives;

(d) where the Approved Institution has received an overpayment under MediSave or MediShield Life (as determined by MOH), to require the Approved Institution to amend or re-submit the claim and to return the excess amount in accordance with MOH's and/or CPFB's written instructions;

(e) require the Approved Institution to cancel any MediSave or MediShield Life claim made, and repay all monies previously paid to the Approved Institution under the cancelled claim plus any administrative fees that may have been incurred by MOH and/or CPFB and applicable interest pursuant to the CPF Act, in the manner determined by MOH and/or its appointed agents and representatives;

(f) require the Approved Institution to undertake a mandatory self-review of past claims (based on these Terms and Conditions and other MediSave or MediShield Life Scheme rules and guidelines), report the results to MOH, and if MOH deems necessary, comply with MOH's requirements in accordance with clause 6.1(c) and (d) above;

(g) disclose to CPFB information in respect of any MediSave or MediShield Life claim for which MediSave monies have been erroneously deducted or monies paid out from MediShield Life for CPFB to take the necessary action;

(h) engage an independent party to investigate further into the matter and report on the same, with the costs of such investigations borne or repaid by the Approved Institution;

(i) suspend the Approved Institution's approval as an Approved Institution for such period of time as MOH may deem fit, upon MOH giving at least fifteen (15) days' written notice to the Approved Institution;

(j) revoke the approval granted to the Approved Institution as an Approved Institution, upon MOH giving at least fifteen (15) days' written notice to the Approved Institution, without prejudice to any other rights at law or in equity;

(k) refer any information or documents to the appropriate authorities for investigation into any possible criminal or professional misconduct; and/or

(l) take such action under MOH's enforcement and escalation frameworks as MOH deems appropriate, including but not limited to any actions under the Escalation and Enforcement Framework for Claim Appropriateness as set out in Annex C and such other frameworks as described in the Manual and circulars from time to time.

The Approved Institution shall comply with any directions given to it by MOH pursuant to this clause 6.1, within such time as MOH may, in its sole discretion, stipulate.

6.2 The withdrawal, suspension or revocation of the Approved Institution's approval shall not affect any right or liability which has accrued to the Approved Institution or MOH at the time the withdrawal, suspension or revocation came into force or which thereafter may accrue in respect of any act or omission prior to such withdrawal, suspension or revocation.

6.3 Upon the withdrawal, suspension or revocation of the Approved Institution's approval under clause 6.1, the Approved Institution shall:

(a) inform all their patients upfront, before they register or receive treatment, that the Approved Institution's approval has been withdrawn, suspended or revoked (as the case may be) and accordingly, that MediSave and/or MediShield Life is/are not claimable for approved treatment rendered at the Approved Institution and that the Approved Institution shall not be able to make claims under the MediSave and/or MediShield Life Scheme(s) ;

(b) remove from its premises and online/digital platforms (e.g. website) all stickers and other markings carrying the MediSave, MediShield Life and/or CDMP logos, publicity materials relating to MediSave, MediShield Life and/or the CDMP and any collaterals where it is stated that MediSave, and/or MediShield Life may be claimable for approved treatment rendered at the Approved Institution;

(c) return all materials mentioned in sub-paragraph (b) that were provided by MOH and/or its authorised agents and representatives, as directed by MOH; and

(d) submit to MOH all MCAFs in respect of all outstanding fees and all MediSave or MediShield Life claims that have not been made/submitted and clinical data that have not been submitted as at the effective date of the withdrawal, suspension or revocation, within one (1) month of the date of withdrawal, suspension or revocation.

6.4 Where an Approved Institution's approval has been suspended, the lifting of the suspension shall be in MOH's sole discretion. MOH shall have the right to impose such requirements on the Approved Institution as it deems necessary, including but not limited to the following, before considering whether to lift or extend the suspension or to revoke the approval granted to the Approved Institution as an Approved Institution:

(a) The Approved Institution shall submit to MOH a statement, with such supporting information and documents as MOH may require, explaining the steps it has taken to rectify any previous non-compliance with these Terms and Conditions and all applicable legislation and guidelines, and the steps it will take to ensure future compliance; and

(b) The Approved Institution shall rectify and repay all inappropriate or incorrect MediSave and/or MediShield Life claims, with the applicable interest for MediSave claims under the CPF Act, as specified by MOH and/or its appointed agents and representatives.

6.5 Where the Approved Institution's approval has been revoked, and the Approved Institution wishes to be reconsidered for participation in the MediSave and/or MediShield Life Scheme(s), the Approved Institution shall submit a fresh

application for approval. MOH shall in its sole discretion decide whether to approve the application.

## 7. Review of Terms and Conditions

7.1 MOH may at any time (including during any period of suspension of the Approved Institution) review these Terms and Conditions and make such modifications, alterations, additions and/or other amendments as MOH considers necessary or appropriate for the proper and effective administration of MediSave and/or MediShield claims.

7.2 MOH will provide the Approved Institution at least one (1) month's notice of any such modifications, alterations, additions or other amendments to these Terms and Conditions.

7.3 Whilst MOH will make reasonable efforts to notify the Approved Institution of any changes to these Terms and Conditions, any applicable legislation, guidelines and requirements issued or imposed by MOH (including but not limited to the guidelines and requirements in the Manual and circulars), the Approved Institution shall be required to check MOH's website and the MediClaim portal periodically to apprise itself of any changes to, and the prevailing version of, these Terms and Conditions, as well as all applicable legislation, guidelines and requirements applicable to the Approved Institution's approval under the MAWR and the MLSA.

7.4 The Approved Institution agrees that the publication of these Terms and Conditions, all relevant guidelines and requirements issued or imposed by MOH (including but not limited to the guidelines and requirements in the Manual and circulars) (collectively, "the Conditions"), and any modifications, alterations, additions and/or other amendments to the Conditions (collectively, "the Amendments") on MOH's website or in the MediClaim portal shall be deemed to be sufficient notice of the Conditions and the Amendments to the Approved Institution.

7.5 If the Approved Institution does not agree with any of the Amendments, it shall request to withdraw its approval as an Approved Institution pursuant to clause 4.1 above by sending a written notice to MOH within one (1) month of the notice of the Amendments, failing which the Approved Institution will be deemed to have accepted the Amendments. The Approved Institution also acknowledges and agrees that by making a claim in the MediClaim system, the Approved Institution (a) represents to MOH that it has read, understood and agreed with the latest version of the Conditions and the Amendments, and (b) is deemed to have read, understood and agreed to the latest version of the Conditions and the Amendments.

## 8. General

8.1 Indemnity. The Approved Institution shall fully indemnify and hold harmless MOH and its appointed agents and representatives from and against any and all claims, expenses, losses, damages, or liabilities which MOH may suffer or incur as a consequence of the Approved Institution's provision of healthcare services to a patient and the Approved Institution's claims under the MediSave and/or MediShield Life Scheme(s).

8.2 Notices. Any notice given pursuant to these Terms and Conditions shall be in written form and may be given or made by letter, facsimile transmission, or electronic transmission (e.g., electronic mail, MediClaim or the FSAE). Notices to the Approved Institution given or made by letter will be sent to the address provided in its application for approval as an Approved Institution, or to such other address, facsimile number, or electronic account as the Approved Institution may notify MOH in writing. Notices will be deemed to have been received in the case of a facsimile or electronic transmission at the time of dispatch and in the case of a letter, two (2) days after the posting of the same by prepaid local post.

8.3 Set-off. Whenever any sum of money shall be recoverable from or payable by the Approved Institution pursuant to these Terms and Conditions, the same may be deducted from any sum then due or which at any time thereafter may become due to the Approved Institution pursuant to these Terms and Conditions.

## 9. Chronic Disease Management Programme (CDMP)

9.1 This clause 9 shall apply only to Approved Institutions which are also "approved CIT medical institutions" as defined in Regulation 2(1) of the MAWR, which are approved to make MediSave claims for the management of selected chronic conditions under the CDMP.

9.2 The Approved Institution shall review, treat and manage patients under the CDMP in accordance with prevailing clinical practice guidelines on chronic disease management, Appropriate Care Guides issued by MOH, and/or best available evidence-based practice, including but not limited to the prevailing CDMP Guidelines.

9.3 The Approved Institution shall document and, where required, submit to MOH clinical and financial data of all patients under the CDMP in accordance with the CDMP Guidelines, and in the manner and format and at such time or interval as the Government and/or the Administrator may require. The Approved Institution shall obtain the consent of the patients and shall collect, disclose and use such data in accordance with these Terms and Conditions and all applicable laws and legislation. The data submitted by the Approved Institution may be subject to audits. The Approved Institution acknowledges and agrees that MOH may at its discretion publish relevant aggregated performance data

based on submitted data on patient care delivery for chronic disease patients, which is intended to assist patients to make better decisions.

9.4 MOH may conduct periodic reviews of the data and key components of care in any disease management programme(s) provided by any Approved Institution. Where possible, such reviews shall be conducted in consultation with the Approved Institutions in the programme.

9.5 Without prejudice to MOH's right to revoke or suspend an Approved Institution's approval in clause 6 above, MOH may revoke or suspend for such period as it deems fit the Approved Institution's approval if the Approved Institution fails to satisfy minimum standards of clinical practice as stipulated by MOH on MOH's website.

## 10. Casemix Data

10.1 This clause 10 shall apply only to Approved Institutions that are also "approved hospitals" as defined in Regulation 2(1) of the MAWR.

10.2 The Approved Institution shall submit information on the number of cases, length of stay, bill size and such other information in respect of in-patient and day surgery cases as MOH may require ("Casemix data") via the systems prescribed by MOH. The information shall be submitted in accordance with the following requirements:

(a) The Approved Institution shall code and submit the Casemix data not more than 42 days from the date of patient discharge. The Casemix data shall be submitted on a monthly basis on the 15th calendar day of each month. If this date falls on a weekend or public holiday, the data shall be sent on the working day immediately preceding this date;

(b) The Casemix data shall be submitted in the format stipulated by MOH;

(c) The Approved Institution shall submit the Casemix data in respect of all inpatient and day surgery cases, whether or not the individual patients have made MediSave and/or MediShield Life claims;

(d) The Approved Institution shall ensure the completeness and accuracy of all Casemix data submitted;

(e) The Approved Institution shall inform MOH of any anticipated delay in submission of Casemix data and explain the reasons for the anticipated delay, at least 5 working days before the submission date stipulated in (a);

(f) The Approved Institution shall include all charges for the episode, including doctors' professional fees and implants, in the bill sizes submitted for publication. The Approved Institution shall work with its

doctors to ensure that the information on professional fees is completely and accurately reflected in the data submitted to MOH; and

(g) MOH may at its discretion publish relevant aggregated performance data based on the submitted data on care delivery for patients treated in approved hospitals, which is intended to assist patients to make better decisions.

The Approved Institution shall ensure that it has obtained the consent of its patients for such disclosure, and shall collect, disclose and use such data in accordance with these Terms and Conditions and all applicable laws and legislation.

10.3 The Approved Institution may be issued demerit points for non-compliance with the requirements in this clause 10. Demerit points shall be issued in accordance with the Demerit Points Framework in Annex B.

10.4 Without prejudice to MOH's right to revoke or suspend an Approved Institution's approval in clause 6 above, MOH may suspend an Approved Institution's approval for a minimum period of 6 months if the Approved Institution accumulates 16 or more demerit points within a calendar year.

## PART C: TERMS AND CONDITIONS OF APPROVAL UNDER THE MEDISAVE SCHEME AND THE MEDISHIELD LIFE SCHEME FOR APPROVED MEDICAL PRACTITIONERS

### 1. Preliminaries

1.1 The approval of an Approved Medical Practitioner (AMP) is subject to his compliance with the Terms and Conditions in this Part C, all applicable laws and legislation, the guidelines and requirements in the Manual and circulars, and such other guidelines and requirements that may be issued or imposed by the Minister in relation to the MediSave and/or MediShield Life Scheme(s), and any conditions issued or imposed by the Minister for specific cases.

1.2 The Minister has the sole and absolute discretion to approve or reject a medical practitioner's application to be an AMP, without assigning any reason. Without prejudice to the generality of the foregoing, the Minister may reject an application or suspend or revoke an approval if the Minister determines at any time that:

(a) The AMP is of unfit character, and in particular, has been involved, or suspected to be involved in any prior or present breach of:

(i) the terms and conditions of any public scheme administered by the Government or its appointed agents, including the MediSave and MediShield Life Schemes, CHAS and other public schemes administered by MOH (i.e., as described in clause 3(b) of the MediShield Life Scheme (Disclosure of Information) Regulations 2017);

(ii) any health service licensing legislation and regulations;

(iii) all applicable laws and legislation (including the CPF Act, the MAWR, the MLSA and the MLSR), and all prevailing guidelines and requirements issued or imposed by MOH, including but not limited to the guidelines and requirements in the Manual and circulars;

(iv) the Medical Registration Act 1997 and the Dental Registration Act (as the case may be); and/or

(v) any professional or ethical guidelines and codes of conduct as may be applicable to the AMP;

(b) The approval or participation of the AMP under any other healthcare financing or assistance scheme(s) administered by the Government has been suspended or revoked;

(c) The AMP fails to demonstrate to MOH's satisfaction, his ability to properly certify medical treatment or services for the purposes of making

claims under the MediSave or MediShield Life Scheme (as the case may be);

(d) The AMP has been convicted of an offence, or found by the relevant professional boards (SMC or SDC) to be guilty of misconduct involving dishonesty or fraud;

(e) The AMP has been suspended or struck off the register maintained by the SMC or the SDC (as the case may be);

(f) The AMP has overcharged his/her patients (as determined by MOH in its sole discretion);

(g) The AMP has over-serviced his/her patients and/or provided and charged for inappropriate treatment to his/her patients (as determined by MOH in its sole discretion). Without limiting the generality of the foregoing, the AMP could be deemed to have over-serviced his/her patients, or provided and charged for inappropriate treatment to his/her patients if the AMP:

(i) provided medical treatment which is deemed not medically appropriate, based on the prevailing guidelines and requirements issued or imposed by MOH, including but not limited to the guidelines and requirements in the Manual and circulars; or

(ii) provided and charged his/her patient(s) for medical treatment, services or items (as the case may be) which was assessed, by the MSHL Council pursuant to Regulation 12(2)(b) of the MLSR, to be inappropriate in the circumstances of a particular case, for which the patient was unable to claim benefits under the MediShield Life Scheme.

1.3 To avoid doubt, an AMP's approval under the MAWR does not necessarily mean that the AMP is also approved by the Central Provident Fund Board as an Approved Applicant. AMPs should enquire with the CPFB should they wish to be an Approved Applicant.

1.4 The approval of the medical practitioner as an AMP shall commence from the effective date stated in the written notice issued by MOH to the AMP. The approval shall remain in force for the period stated in the written notice (if any) unless earlier suspended or terminated by the Minister.

1.5 The AMP shall notify MOH of any changes in the information provided in his application for approval as an AMP through electronic mail or the Electronic System and shall submit a copy of all relevant documents as supporting evidence of such change, within one (1) month of change. To avoid doubt, where the change affects the registration status of the AMP with the SMC or SDC, MOH may exercise one or more of the rights/remedies under clause 6 of these Terms and Conditions.

## 2. Claims for Approved Treatment under the MediSave and/or MediShield Life Scheme(s)

2.1 The AMP shall certify claims for approved treatment performed or provided to his patients under the MediSave and/or MediShield Life Scheme(s) in accordance with the following:

(a) these Terms and Conditions;
(b) all applicable legislation (including the CPF Act, the MAWR, the MLSA and the MLSR);
(c) all prevailing relevant guidelines and requirements issued or imposed by MOH, including but not limited to the guidelines and requirements in the Manual and circulars; and
(d) any conditions issued or imposed by the Minister for specific cases (e.g. for overseas use of MSV).

The AMP shall only certify claims under the MediSave and/or the MediShield Life Scheme(s) in relation to the provision of medical treatment, psychiatric treatment or approved treatment in an Approved Institution, unless otherwise permitted or approved by MOH in writing.

2.2 For the avoidance of doubt, AMPs shall not:

(a) certify claims for fictitious patient visits or treatment;

(b) certify multiple claims for a single patient visit / split claims;

(c) certify claims for inappropriate treatment (as determined by MOH in its sole discretion, including the circumstances as described in Part C clause 1.2(g) above);

(d) certify claims using an inappropriate TOSP code(s), including by way of:
  (i) using proxy TOSP code(s) that do not accurately describe the procedure performed;
  (ii) submitting more than one TOSP code where a single TOSP code adequately describes the episode of surgery/procedure carried out; and/or
  (iii) performing each component procedure in a separate episode of surgery or procedure, for procedures that could otherwise be performed under a single TOSP code and/or episode of surgery/procedure.

(e) provide any incorrect information in relation to the claims made (e.g. treatment for an acute condition indicated as treatment for a chronic condition, or diagnosis);

(f) certify claims on behalf of medical practitioners who are not AMPs (“Non-AMPs”) for patients who receive or had received medical treatment and services from Non-AMPs, unless otherwise permitted or approved by MOH in writing;

(g) certify claims for patient without a set of corroborating documents document(s), such as clinical case notes, operation reports, radiographs, histology reports, laboratory results, Letter of Certifications and other relevant documents, in support of each aspect of the patient visit;

(h) certify claims for or include in claims treatments and items which are not approved under the MAWR and/or MLSR; and

(i) certify claims for or include in claims certified treatments and items by any person who is not a registered doctor or dentist with the SMC or SDC respectively, unless otherwise permitted by MOH, in writing.

2.3 The AMP shall ensure that his patients are informed, on or before their first consultation at the Approved Institution where he is providing medical treatment, psychiatric treatment or approved treatment, of the estimated total charges which are likely to be incurred in respect of their treatment by the AMP, and shall ensure that his patients are counselled on the available avenues for payment, including the use of MediSave and/or MediShield Life (as applicable).

2.4 The AMP shall exercise due diligence before certifying any claim in a LOC under the MediSave and/or MediShield Life Scheme(s). Where an AMP certifies or is deemed to have certified (e.g., where his MCR/DCR number and/or signature is found on the LOC) a claim which is not in accordance with these Terms and Conditions, the AMP and the Approved Institution which made the erroneous claim through MediClaim shall be jointly and severally responsible for:

(a) ensuring that all MediSave monies improperly paid under such a claim (including any payment of MediSave monies that is not in compliance with the MAWR as provided under Regulation 25A of the MAWR) are promptly refunded with applicable interest under the CPF Act, as directed by MOH, and if disallowed by MOH in writing, such monies are not to be recovered from the patient;

(b) ensuring that all monies improperly paid out under MediShield Life under such a claim are promptly refunded as directed by MOH and if disallowed by MOH in writing, such monies are not to be recovered from the patient;

(c) indemnifying MOH and/or CPFB against all damages, payments, costs, expenses, losses and other liabilities whatsoever incurred, sustained or suffered by MOH and/or CPFB arising from (a) and (b) above and from any and all erroneous claims made by the AMP and the Approved Institution; and

(d) paying to MOH all fees, costs and expenses incurred by MOH and its authorised agents, in enforcing these Terms and Conditions, including but not limited to the cost of auditing the AMP's other claims.

2.5 If the AMP receives any MediSave monies that were withdrawn to pay for treatment received or to be received by a patient under an approved treatment package provided by the AMP, and/or receives any monies paid out from MediShield Life to pay for treatment received or to be received by a patient under an approved treatment packaged provided by the AMP, and any one or more of the following occurs, namely:

(a) the approved treatment package is cancelled or not fully utilized by that patient; and/or

(b) the final bill amount is less than the total amount of MediSave monies or monies paid out from MediShield Life claimed in respect of the approved treatment package,

the AMP shall upon MOH's written direction repay CPFB the balance of such MediSave monies with interest (as applicable) and/or the monies paid out from MediShield Life corresponding to the part of the approved treatment package that was not provided to the patient or such amount as MOH directs in its written direction. If the AMP does not repay such monies by the date stipulated in MOH's written direction to do so, the AMP shall indemnify MOH and/or CPFB against all damages, payments, costs, expenses, losses and other liabilities whatsoever incurred, sustained or suffered by MOH and/or CPFB to recover such monies and for any other work related thereto.

2.6 If the AMP receives an overpayment under MediSave or MediShield Life (as determined by MOH), he/she shall return the excess amount in accordance with MOH's and/or CPFB's written instructions.

2.7 The AMP shall personally attend, or send an appropriate staff to attend, such training programmes or meetings (regardless of mode of training or meeting) in relation to the MediSave and/or MediShield Life Scheme(s) as MOH may require from time to time. Where an AMP sends his staff to attend such training programmes or meetings, the AMP shall ensure that his staff properly updates the AMP and all other of the AMP's staff of all content disseminated in such training programmes and meetings, including any updates to these Terms and Conditions or other guidelines, circulars and requirements relating to the MediSave and/or MediShield Life Scheme(s), in a timely manner. To avoid doubt, all of the AMP's staff shall, for the purposes of these Terms and Conditions, be deemed to have knowledge of all content disseminated in such training programmes and meetings after one or more of staff members have attended such training programmes and meetings, and it shall be no defence that the AMP or his staff were ignorant or not informed.

2.8 The AMP agrees that any sum recoverable by or due to MOH and/or CPFB (as applicable) under these Terms and Conditions may be sued for and recovered by MOH and/or CPFB (as applicable) from the AMP and/or the Approved Institution as if it were a debt due to MOH and/or CPFB (as applicable), regardless whether the approval of the Approved Institution and/or the AMP has been withdrawn, suspended, terminated or revoked.

2.9 The AMP agrees that it shall be jointly and severally liable for any sum recoverable by or due to MOH and/or CPFB (as applicable) from the AMP and/or the Approved Institution pursuant to clause 2.4 of Part B, and that such sum may be sued for and recovered by MOH and/or CPFB (as applicable) from the AMP and/or the Approved Institution as if it were a debt due to MOH and/or CPFB (as applicable), regardless whether the approval of the Approved Institution and/or the AMP has been withdrawn, suspended, terminated or revoked.

Records and submission of data

2.10 The AMP and the Approved Institution shall be jointly and severally responsible to maintain clear, accurate and complete clinical records (which shall include the patient's chief complaint, the clinical findings, any diagnoses, and treatment plan) and financial records (including, but not limited to, all fees charged and waived) of all his patients who received healthcare services in relation to all claims made under the MediSave and/or MediShield Life Scheme(s) for at least seven (7) years after the final treatment of the patient for which the use of MediSave and/or MediShield Life was authorised. This includes, but is not limited to, the MCAF, the LOC and all relevant medical bills and receipts. The AMP shall submit to MOH such records and/or the data in such records in such manner and format and at such time or interval as MOH may require.

2.11 The AMP and the Approved Institution shall treat patient medical information with confidence, and be jointly and severally responsible for safeguarding the confidentiality and integrity of the personal data in their possession or control, and ensuring sufficient control and governance over the data as the Government may reasonably require, and in accordance with the Personal Data Protection Act 2012, the Computer Misuse Act 1993, and any other applicable legislation or laws. To avoid doubt, the Approved Institution shall access patient medical information only with the patient's consent and, save for what is required for purposes of these Terms and Conditions, for patient care purposes only.

2.12 Where the AMP sees a patient who is undergoing treatment at an "approved hospital" under the MAWR as an inpatient or day surgery patient under his care, the AMP shall submit Casemix data to MOH via the systems prescribed by MOH as applicable to the Approved Institution as stated under clause 10 of Part B of these Terms and Conditions on the size of all bills rendered by him or on his behalf. Such information shall include the AMP's professional fees and charges for medication, consumables and other supplies, imposed in relation to the management of the patient for that admission. This is to enable the approved hospital to fulfil its obligations to report Casemix data to MOH under clause 10 of Part B of these Terms and Conditions.

2.13 Where the AMP sees a patient who is undergoing treatment at an "approved CIT medical institution" under the MAWR, the AMP shall submit information as required by MOH to MOH via the systems prescribed by MOH as applicable to the Approved Institution as stated under clause 9 of Part B of these Terms and Conditions. Such information shall include clinical data in accordance with the

CDMP Guidelines. This is to enable the approved CIT medical institution to fulfil its obligations to report clinical data to MOH under clause 9 of Part B of these Terms and Conditions.

2.14 The Government may use and/or disclose the data submitted by the AMP pursuant to clauses 2.10, 2.12, 2.13 and 9.3 to the CPFB, the patient's insurer(s) and its/their appointed agencies, and healthcare professionals at any medical institution who have cared or are caring for the patient for the purposes of:

(a) administration of MediSave and/or MediShield Life claims, including but not limited to audit, processing and verification of such claims, and resolution of claims related disputes; and

(b) facilitating patient care and the effective administration, monitoring and improvement of healthcare and other public schemes, and the review and development of public healthcare finance policies;

(c) contacting the patients and the treating doctor / dentist in relation to that patient's participation under any healthcare or other public schemes; and

(d) data analysis, and policy evaluation, formulation, development and review, in which event only anonymized or aggregated data that does not identify any individual will be used.

The AMP shall collect, disclose and use such data in accordance with these Terms and Conditions and all applicable laws and legislation.

## 3. Security and Audit

3.1 The AMP shall implement such data security and audit requirements in relation to the administration of the MediSave and/or MediShield Life Scheme(s) as MOH and/or its appointed agents and representatives, including MOHH and CPFB, may reasonably require.

3.2 MOH shall, at its own expense, cause the records of the AMP to be reviewed and/or audited by MOH and/or its appointed agents and representatives at such times or frequency as it considers necessary or appropriate, to determine and verify whether the AMP has complied with these Terms and Conditions, the applicable legislation and the prevailing guidelines and requirements issued or imposed by MOH, including but not limited to the guidelines and requirements in the Manual and circulars. The AMP undertakes, at his own expense, to extend all cooperation to MOH and/or its appointed agents and representatives in providing all such information and documents as may be required in such form and manner, and within such time, as MOH may specify. The AMP shall ensure that all information provided to MOH and/or its appointed agents and representatives for the purposes of audit and review are true and accurate and all documents and records are authentic and have not been altered in any way.

3.3 The AMP shall, upon notification and within such time as may be stipulated therein, furnish to MOH: (i) medical and treatment records relating to the MediSave and/or MediShield Life claim(s) in respect of the patient; (ii) a LOC for MediSave and/or MediShield Life claims relating to surgical procedures; and (iii) such other documents or information as MOH may require for the purposes specified in clause 2.14 of this Part C.

3.4 The AMP shall inform MOH of any anticipated delay in the submission of documents or information required by MOH under clauses 3.2 and/or 3.3 and explain the reasons for the anticipated delay, at least five (5) working days ahead of the specified deadline for submission.

3.5 In the course of the review/audit/claim assessment, MOH and/or its appointed agents and representatives may take any or all of the following actions:

(a) inspect the AMP's documents and records related to the review/audit (including but not limited to books of accounts, financial and medical records of the AMP's patients, and appointment records) at the premises where the AMP is practising or last known to be practising, during normal business hours without prior appointment, and for this purpose, the AMP consents to MOH and/or its appointed agents and representatives entering the relevant premises and other locations where the AMP's documents and records are kept;

(b) make copies of or take extracts from the AMP's documents and records at no cost to MOH and/or its appointed agents and representatives;

(c) require the disclosure of and obtain medical reports required for review and verification of MediSave or MediShield Life claims from the Approved Institution at no cost to MOH and/or its appointed agents and representatives

(d) request for and obtain itemised bills relating to MediSave and/or MediShield Life claims for which the AMP has certified LOCs, at no cost to MOH and/or its appointed agents and representatives;

(e) directly contact and interview the AMP's patients, staff, and ex-staff (where relevant) with the consent of the relevant patient, staff, or ex-staff, and for this purpose, the AMP agrees to facilitate the conduct of such contact and interview; and

(f) disclose and use any information obtained or generated or which comes to the attention of MOH and/or its appointed agents and representatives in the course of the audit for such purposes as MOH considers appropriate.

## 4. Withdrawal of Approval with Notice

4.1 Save where an Event of Default occurs, or where the approval of an AMP has been suspended, the AMP may request the Minister to withdraw his/her approval as an AMP by giving MOH at least one (1) month's prior written notice.

4.2 The Minister may withdraw the AMP's approval as an AMP without giving any reasons, by giving the AMP at least one (1) month's prior written notice.

## 5. Events of Default

5.1 In Part C of these Terms and Conditions, an "Event of Default" means MOH, in its sole discretion, determines or has grounds to believe that:

(a) the AMP has failed to furnish to MOH such documents or information required by MOH for the purpose of the administration of MediSave and/or MediShield Life claims, including but not limited to audit, processing and verification of such claims, and resolution of claims-related disputes, within the time specified by MOH;

(b) the AMP has furnished any information to MOH which he/she knows or believes to be false or has no reason to believe is true;

(c) the AMP has failed to comply with these Terms and Conditions, any conditions issued or imposed by the Minister for specific cases and/or any applicable legislation or guidelines (including but not limited to the Manual and circulars);

(d) the AMP has made a false, improper or non-compliant MediSave or MediShield Life claim;

(e) the AMP has received an overpayment under MediSave or MediShield Life (as determined by MOH) and has failed to return the excess amount in accordance with MOH's and/or CPFB's written instructions;

(f) the AMP knows or has reason to believe that he/she has received an overpayment under MediSave or MediShield and has failed to return the excess amount;

(g) there is suspected fraudulent or criminal conduct on the part of the AMP;

(h) the AMP's participation in or approval under any healthcare financing or assistance scheme (including but not limited to the MediSave Scheme, MediShield Life Scheme and the CHAS) has been suspended or terminated for any reason;

(i) the AMP is convicted of an offence, or found by the relevant professional body (i.e. the SMC or SDC) to be guilty of misconduct involving dishonesty or fraud;

(j) the AMP is suspended or struck off the register maintained by the SMC or the SDC (as the case may be);

(k) the AMP is the subject of ongoing criminal or disciplinary investigations or proceedings;

(l) the AMP has engaged in conduct that is prejudicial to the integrity and reputation of the medical services industry or the MediSave and/or MediShield Life Scheme(s), or the Government's interests; or

(m) the AMP has entered into any composition or arrangement with his/her creditors;

(n) the Approved Institution has had legal proceedings alleging bankruptcy against him/her;

(o) it is in the public interest to do so.

## 6. Remedies

6.1 If an Event of Default occurs, MOH shall have the right to take such actions as may be appropriate, including but not limited to any or all of the following:

(a) where an AMP had certified that he had provided treatment in relation to a MediSave and/or MediShield Life claim for which the AMP and/or the Approved Institution has failed to furnish to MOH such documents or information as MOH may require for the purpose of the administration of MediSave and/or MediShield Life claims (including but not limited to audit, processing and verification of such claims, and resolution of claims-related disputes), within the time specified by MOH, MOH may require the AMP and the Approved Institution to jointly and severally refund all monies paid under that MediSave and/or MediShield Life claim plus any administrative fees that may have been incurred by MOH and/or CPFB and applicable interest pursuant to the CPF Act, in the manner determined by MOH and/or its appointed agents and representatives;

(b) where an AMP had certified that he had provided treatment in relation to a MediSave and/or MediShield Life claim which is affected by the non-compliance, irregularity, or suspected fraud or criminal conduct (as the case may be) ("Affected Claim"), require the Approved Institution which submitted the Affected Claim to amend or re-submit the claim, and the AMP and the Approved Institution to jointly and severally repay the sum of money previously paid to the Approved Institution in excess of the amount claimed in the amended or re-submitted claim plus any administrative fees that may have been incurred by MOH and/or CPFB and applicable interest pursuant to the CPF Act, in the manner determined by MOH and/or its appointed agents and representatives;

(c) where an AMP had certified that he had provided treatment in relation to a MediSave and/or MediShield Life claim, and MOH requires the Approved Institution which submitted the MediSave and/or MediShield Life claim to cancel the claim, the AMP and the Approved Institution shall be jointly and severally liable to refund to MOH all monies paid under the cancelled claim plus any administrative fees that may have been incurred by MOH and/or CPFB and applicable interest pursuant to the CPF Act, in the manner determined by MOH and/or its appointed agents and representatives;

(d) where the AMP has received an overpayment under MediSave or MediShield Life (as determined by MOH), to require the AMP to amend or re-submit the claim and to return the excess amount in accordance with MOH's and/or CPFB's written instructions;

(e) disclose to CPFB information in respect of any MediSave and/or MediShield Life claim for which MediSave monies have been erroneously deducted or monies paid out under MediShield Life for CPFB to take the necessary action;

(f) engage an independent party to investigate further into the matter and report on the same, with the costs of such investigations borne or repaid by the AMP;

(g) suspend the AMP's approval as an AMP for such period of time as MOH may deem fit, upon MOH giving at least fifteen (15) days' written notice to the AMP;

(h) revoke the approval granted to the AMP as an AMP, upon MOH giving at least fifteen (15) days' written notice to the AMP, without prejudice to any other rights at law or in equity;

(i) refer any information or documents to the appropriate authorities for investigation into any possible criminal or professional misconduct; and/or

(j) take such action under MOH's enforcement and escalation frameworks as MOH deems appropriate, including but not limited to any actions under the Escalation and Enforcement Framework for Claim Appropriateness as set out in Annex C and such other frameworks as described in the Manual and circulars from time to time.

The AMP shall comply with any directions given to him by MOH pursuant to this clause 6.1, within such time as MOH may, in its sole discretion, stipulate.

6.2 Without prejudice to clause 6.1 above, where the AMP has been found to have made inappropriate or incorrect MediSave and/or MediShield Life claims, he may be subjected to such other administrative sanctions and be required to take such follow up actions as MOH may impose, including but not limited to any or all of the following:

(a) undergoing mandatory training sessions, and/or online training and tests which the AMP must pass within a stipulated deadline;

(b) undertaking mandatory self-review of past claims (based on these Terms and Conditions and other MediSave or MediShield Life regulations, rules and guidelines) and reporting the results to MOH and if MOH deems necessary, comply with MOH's requirements in accordance with clause 6.1(c) above; and/or

(c) refunding any other erroneous claims to CPFB, with applicable interest pursuant to the CPF Act.

The AMP further acknowledges and agrees to the following:

(d) MOH may delay the payment of MediSave and/or MediShield Life monies for submitted MediSave and/or MediShield Life claims pending the AMP's completion of any follow-up actions required by MOH and/or its authorised agents and representatives;

(e) MOH may withhold the payment of MediSave or MediShield Life monies to the AMP, for such period as MOH deems necessary for the AMP to amend or re-submit any MediSave or MediShield Life claim made which is affected by the non-compliance, until such time as MOH and/or the Appointed Auditor is satisfied that the AMP has completed the necessary rectification; and

(f) The AMP shall comply with any directions given to it by MOH pursuant to this clause 6.2 within such time as MOH may, in its sole discretion stipulate.

6.3 The withdrawal, suspension, refusal or revocation of the AMP's approval shall not affect any right or liability which has accrued to the AMP or MOH at the time the withdrawal, suspension or revocation came into force or which thereafter may accrue in respect of any act or omission prior to such withdrawal, suspension or revocation.

6.4 Upon the withdrawal, suspension, or revocation of the AMP's approval under clause 6, the AMP shall:

(a) inform all his patients upfront, before they register or receive treatment, that the AMP's approval has been withdrawn, suspended or revoked (as the case may be) and accordingly, that treatment provided by the AMP shall not be eligible for claims under the MediSave and/or MediShield Life Scheme(s);

(b) ensure that there is no document or material (including stickers, publicity materials and any collaterals) in (i) the physical premises of any clinic in which he provides treatment and/or (ii) the online address/website or

such other digital platforms or applications in connection with such clinic, stating that MediSave and/or MediShield Life may be claimable for treatment rendered by the AMP;

(c) return all materials mentioned in sub-paragraph (b) that were provided by MOH and/or its authorised agents and representatives, as directed by MOH; and

(d) submit to MOH all MCAFs in respect of all outstanding fees and MediSave or MediShield Life claims that have not been made/submitted and clinical data that have not been submitted as at the effective date of the withdrawal, suspension or revocation, within one (1) month of the date of withdrawal, suspension or revocation.

6.5 Where an AMP's approval has been suspended, the lifting of the suspension shall be in MOH's sole discretion. MOH shall have the right to impose such requirements on the AMP as it deems necessary, including but not limited to the following, before considering whether to lift or extend the suspension or to revoke the approval granted to the AMP as an AMP:

(a) the AMP shall submit to MOH a statement, with such supporting information and documents as MOH may require, explaining the steps he has taken to rectify any previous non-compliance with these Terms and Conditions and all applicable legislation and guidelines, and the steps he will take to ensure future compliance; and

(b) the AMP shall rectify and repay all inappropriate or incorrect MediSave and/or MediShield Life claims, with the applicable interest for the MediSave claims under the CPF Act, as specified by MOH and/or its appointed agents and representatives.

6.6 Where the AMP's approval has been revoked, and the AMP wishes to be reconsidered for participation in the MediSave and/or MediShield Life Scheme(s), the AMP shall submit a fresh application for approval. MOH shall in its sole discretion decide whether to approve the application.

## 7. Review of Terms and Conditions

7.1 MOH may at any time (including during any period of suspension of the AMP) review these Terms and Conditions and make such modifications, alterations, additions, and/or other amendments as MOH considers necessary or appropriate for the proper and effective administration of MediSave or MediShield Life claims.

7.2 MOH will provide the AMP at least one (1) month's notice of any such modifications, alterations, additions or other amendments to these Terms and Conditions.

7.3 Whilst MOH will make reasonable efforts to notify the AMP of any changes to these Terms and Conditions, any applicable legislation, guidelines and requirements issued or imposed by MOH (including but not limited to the guidelines and requirements in the Manual and circulars), the AMP shall be required to check MOH's website and the MediClaim portal periodically to apprise himself of any changes to, and the prevailing version of, these Terms and Conditions, as well as all applicable legislation, guidelines and requirements applicable to the AMP's approval under the MAWR and the MLSR.

7.4 The AMP agrees that the publication of these Terms and Conditions, all relevant guidelines and requirements issued or imposed by MOH (including but not limited to the guidelines and requirements in the Manual and circulars) (collectively, "the Conditions"), and any modifications, alterations, additions and/or other amendments to the Conditions (collectively, "the Amendments") on MOH's website or in the MediClaim portal shall be deemed to be sufficient notice of the Conditions and the Amendments to the AMP.

7.5 If the AMP does not agree with any of the Amendments, it shall request to withdraw its approval as an AMP pursuant to clause 4.1 above by sending a written notice to MOH within one (1) month of the notice of the Amendments, failing which the AMP will be deemed to have accepted the Amendments. The AMP also acknowledges and agrees that by certifying a MediSave or MediShield Life claim, the AMP (a) represents to MOH that he has read, understood and agreed with the latest version of the Conditions and the Amendments, and (b) is deemed to have read, understood and agreed to the latest version of the Conditions and the Amendments.

## 8. General

8.1 Indemnity The AMP shall fully indemnify and hold harmless MOH and its appointed agents and representatives from and against any and all claims, expenses, losses, damages, or liabilities which MOH may suffer or incur as a consequence of the AMP's provision of healthcare services to a patient and the certification of claims under the MediSave and/or MediShield Life Scheme(s).

8.2 Notices Any notice given pursuant to these Terms and Conditions shall be in written form and may be given or made by letter, facsimile transmission, or electronic transmission (e.g. electronic mail, MediClaim or FSAE). Notices to the AMP given or made by letter will be sent to the address provided in the application for approval as an AMP or such other address, facsimile number, or electronic account as the AMP may inform MOH in writing. Notices will be deemed to have been received in the case of a facsimile or electronic transmission at the time of dispatch and in the case of a letter, two (2) days after the posting of the same by prepaid local post.

8.3 Set-off. Whenever any sum of money shall be recoverable from or payable by the AMP pursuant to these Terms and Conditions, the same may be deducted from any sum then due or which at any time thereafter may become due to the AMP pursuant to these Terms and Conditions.

## 9. Chronic Disease Management Programme (CDMP)

9.1 This clause 9 shall apply only to AMPs providing “approved chronic illness treatment”, as defined in regulation 2(1) of the MAWR, under the CDMP.

9.2 The AMP shall review, treat and manage patients under the CDMP in accordance with prevailing clinical practice guidelines on chronic disease management, Appropriate Care Guides issued by MOH, and/or best available evidence-based practice, including but not limited to the prevailing CDMP Guidelines.

9.3 The AMP shall document and, where required, submit to MOH clinical and financial data of all patients under the CDMP in accordance with the CDMP Guidelines, and in the manner and format and at such time or interval as the Government and/or the Administrator may require. The AMP shall ensure that the consent of the patients is obtained and shall collect, disclose and use such data in accordance with these Terms and Conditions and all applicable laws and legislation. The data submitted by the AMP may be subject to audits. The AMP acknowledges and agrees that MOH may at its discretion publish relevant aggregated performance data based on submitted data on patient care delivery for chronic disease patients, which is intended to assist patients to make better decisions.

9.4 MOH may conduct periodic reviews of the data and key components of care in any disease management programme(s) provided by the AMP. Where possible, such reviews shall be conducted in consultation with the medical practitioners in the programme.

9.5 Without prejudice to MOH’s right to revoke or suspend an AMP’s approval in clauses 6 above, MOH may revoke or suspend for such period as it deems fit the AMP’s approval if he fails to satisfy minimum standards of clinical practice as stipulated by MOH on MOH’s website.

**Annex A**

MOH FCM No
25-2018(LOC).pdf

**ANNEX B**

## DEMERIT POINT FRAMEWORK FOR NON-COMPLIANCE WITH CASEMIX DATA SUBMISSION

The approval of an Approved Institution shall be suspended for a minimum period of 6 months if the Approved Institution accumulates 16 or more demerit points within a calendar year.

**Table 1: Demerit Points Framework for approved hospitals which do not meet Casemix data submission criteria**

| Type of non-compliance | Type of non-compliance | Demerit Points |
|---|---|---|
| **Failure to submit data in timely manner** | Delay beyond stipulated submission date of less than 1 quarter | 2 points |
| | Delay of more than 1 quarter and less than 2 quarters | 4 points |
| | Delay of 2 quarters and beyond | 8 points |
| **Failure to submit complete information** | Deviation of less than 20% between submitted cases and cases in MediClaim, or<br>Less than 20% of submitted cases with “Total Professional Fees = $0” | 2 points |
| | Deviation above 20% but less than 50% between submitted cases and cases in MediClaim, or More than 20%, but less than 50% cases with “Total Professional Fees = $0” | 4 points |
| | Deviation above 50% between submitted cases and cases in MediClaim, or more than 50% cases with “Total Professional Fees = $0” | 8 points |
| **Any other non-compliance** | - | Up to 16 points as determined in MOH’s sole discretion |

**ANNEX C**

## ESCALATION AND ENFORCEMENT FRAMEWORK FOR CLAIM APPROPRIATENESS

| Instance of non-compliant conduct (NC) | Enforcement actions | Details of enforcement actions |
|---|---|---|
| **1st NC** | **Engagement** | • The AMP or Approved Institution will receive a Letter of Advice detailing the non-compliant conduct.[1] |
| **2nd NC** | **Training** | • The AMP or Approved Institution will be required to complete mandatory training on Claim Appropriateness[2] within 2 months from the date of second non-compliance letter to the AMP or Approved Institution.<br>• AMP or Approved Institution who fails to complete their training within the stipulated period may have their approval as an AMP or Approved Institution under MediSave Scheme and MediShield Life Scheme suspended for six months. |
| **3rd NC** | **Suspension** | • The AMP's or Approved Institution's approval under the MediSave Scheme and MediShield Life Scheme will be suspended for 6 months. (Note: The suspension notice will be listed on MOH's website.) |
| **4th NC** | **Revocation** | • The AMP's or Approved Institution's approval under MediSave Scheme and MediShield Life Scheme will be revoked and the AMP or Approved Institution barred from applying for approval for a period of 2 years. (Note: The revocation notice will be listed on MOH's website.) |

[1] This is intended to help the AMP or Approved Institution understand the contraventions and to improve in its/his/her practices.
[2] This is intended to familiarize the AMP or Approved Institution with prevailing and relevant MOH guidelines on Claim Appropriateness, including but not limited to MSHL Claim Rules, requirements under the Table of Surgical Procedures ("TOSP") booklet, MOH Fee Benchmarks, Manuals and circulars.