

ALBERTA BLUE CROSS PHYSIOTHERAPY ONLINE SERVICES BILLING AGREEMENT

ABC Benefits Corporation ("Alberta Blue Cross") makes the Alberta Blue Cross Physiotherapy Online Services Web Site (the "Site") available solely for the purpose of providing physiotherapist practitioners the means to obtain pre-determinations and/or claim adjudication on behalf of patients covered under an Alberta Blue Cross physiotherapy benefit plan. As a condition of using the Site, the following terms and conditions of this Physiotherapy Online Services Billing Agreement (the "Agreement") must be adhered to. Your use of this Site signifies that you have read, understood and agree to be bound by the terms of this Agreement.

DEFINITIONS:

Date of Service means the date the Physiotherapist performed Services for a Member.

Member means any individual covered under a group, government or individual health benefit plan with Alberta Blue Cross and for whom Physiotherapy benefits are available.

Physiotherapist means the individual or business entity that is qualified, licensed and operating within the scope of Physiotherapy services under the laws of the province or jurisdiction in which the Physiotherapy services are delivered.

Services mean the physiotherapy examinations, diagnosis, treatment and prescribed services delivered by the Physiotherapist that are eligible for reimbursement under the Member's physiotherapy benefit plan with Alberta Blue Cross.

1.0 WEB SITE POLICY

- 1.1 All rights of ownership associated with the Site are retained entirely by Alberta Blue Cross and will not be transferred, assigned, loaned, leased, rented, licensed, sold, distributed or otherwise disposed of in any way whatsoever without the prior written consent of Alberta Blue Cross. Except as permitted herein, the Physiotherapist will not modify, reformulate, disassemble, reverse engineer or decrypt any of the Site contents.
- 1.2 Any use of the Site not expressly permitted by these terms of use is a breach of this Agreement and will violate copyright, trademark or other laws. All rights not expressly granted herein are reserved.
- 1.3 All information on the Site is protected by copyright laws and cannot be sold, published, distributed or used by the Physiotherapist for the Physiotherapist's own commercial or other purposes.
- 1.4 The Blue Cross symbol and name are registered trademarks of the Canadian Association of Blue Cross Plans, used under license by ABC Benefits Corporation, an independent licensee of the Canadian Association of Blue Cross Plans, doing business under the trade name Alberta Blue Cross. The Site may contain other registered and unregistered trademarks, trade names and service marks belonging to, or used under license by, Alberta Blue Cross. The appearance of such marks and names does not convey any rights to the Physiotherapist to use them without the prior written consent of Alberta Blue Cross.
- 1.5 Alberta Blue Cross makes every effort to ensure that current and accurate information is accessible through this Site. However, information may change at any time without updating this Site to reflect such changes. Internet software or transmission problems may produce inaccurate or incomplete copies of information downloaded or displayed on your computer. Before acting on any information or data you view on this Site, you may contact us for our confirmation. If any information appears to be missing or incorrect, or if you have questions about what you are viewing, please contact Alberta Blue Cross by calling the Health Services Provider Line. If information presented through this Site differs from the official Alberta Blue Cross records, the latter will prevail.

- 1.6 Alberta Blue Cross has taken reasonable measures to protect the security of your online claim submission. The information you access on this Site is contained within secure databases using industry best practices in data protection systems. Alberta Blue Cross employees follow specific privacy policies and procedures to protect and safeguard its customer and provider information. Once you have accessed the information on this Site, there are several steps you can take to safeguard that access and protect information pertaining to you. Those relate to your own record keeping and Internet use practices.

2.0 Site Use

- 2.1 The Physiotherapist will be required to change the unique temporary password provided by Alberta Blue Cross upon first accessing the Site.
- 2.2 The Physiotherapist is responsible for ensuring its proper use of the Site and for maintaining the proper security over the Physiotherapist's password. Access to the Site and/or claims submitted through the Site by any party using the Physiotherapist's password shall be deemed to be authorized by and binding upon the Physiotherapist. The Physiotherapist will be liable for all damages, losses and costs incurred by Alberta Blue Cross as a direct result of the inappropriate or illegal use of the Site when accessed using the Physiotherapist's password. Therefore, the Physiotherapist will share this password at the Physiotherapist's sole risk. The Physiotherapist will notify Alberta Blue Cross of any real or perceived unauthorized use, potential abuse or compromised access to the Site using the Physiotherapist's password. Alberta Blue Cross will respond by taking the necessary steps to prevent such unauthorized access and will work with the Physiotherapist to establish alternative access to the Site.
- 2.3 The Physiotherapist will not access or use Member data available through the Site for any purpose other than as described in this Agreement. The Physiotherapist agrees that any and all Member data the Physiotherapist accesses is strictly confidential. The Physiotherapist will not divulge this confidential Member data to any other person, firm, business, corporation, association or entity whatsoever, other than Alberta Blue Cross, except as may be required by law or as may be permitted by the Member.
- 2.4 Alberta Blue Cross shall take reasonable and appropriate precautions to ensure the Site does not contain computer viruses. However, the Physiotherapist shall be solely responsible for monitoring and protecting the integrity of its own computer system when using the Site.
- 2.5 Unauthorized attempts by the Physiotherapist to access or modify computer system information or interfere with normal system operation, whether on Alberta Blue Cross computer systems or Alberta Blue Cross networks that are accessible by the Physiotherapist, are not permitted and may result in Alberta Blue Cross's suspension or termination of the Physiotherapist's access to the Site and/or legal action.

3.0 LIMITATION OF LIABILITY AND INDEMNITY RIGHTS

- 3.1 Physiotherapists use the site solely at their own risk. The site and its contents are provided "as is" and "as available". Alberta Blue Cross, to the fullest extent permitted by law, disclaims all warranties of every kind, whether express or implied, statutory or otherwise. Alberta Blue Cross explicitly disclaims any representation, warranty or condition of merchantability, fitness for particular uninterrupted or error-free services, or inter-operability of products and services, whether arising by usage or trade, course of dealing, course of performance, statute, or otherwise.
- 3.2 Alberta Blue Cross and its affiliates, and their respective officers, directors, agents, employees and suppliers are not responsible for any direct, indirect, special, incidental or consequential losses or damages the Physiotherapist, or any other party claiming through the Physiotherapist, may suffer in connection with use, misuse or inability to use the site, any of its contents or any web browser. This limitation applies regardless of the form of action, whether based on warranty, contract, tort or other legal theory.

This limitation of liability includes but is not limited to:

- a) Any damage to the Physiotherapist's computer equipment or property.

- b) Any losses, costs, charges, damages or expenses resulting from viruses in connection with the Physiotherapist's access to or use of the Site to receive or use data, text, images, files or other Site materials.
 - c) Any losses, costs, charges, damages or expenses in connection with an e-mail sent to Alberta Blue Cross or any e-mail Alberta Blue Cross sends to the Physiotherapist at the Physiotherapist's request.
- 3.3 Alberta Blue Cross reserves the right to disable the Site as required for the purpose of routine maintenance or other technical servicing. In the case of an unanticipated Site failure, Alberta Blue Cross will make its best attempts to restore the Site to normal operating conditions as quickly as possible. Temporary disruption of the Site will not constitute a breach or termination of this Agreement.
- 3.4 Subject only to Alberta Blue Cross's obligation to make payment pursuant to Articles 4.0 and 5.0 herein, the Physiotherapist agrees to indemnify Alberta Blue Cross for any losses, costs, charges, damage, and expenses, including legal fees and disbursements, arising from:
- a) The Physiotherapist's delivery of Services to the Member.
 - b) Any negligence, default or unlawful act of the Physiotherapist that is associated with the use of this Site, including misuse or unauthorized use of the Site.
- 3.5 Alberta Blue Cross agrees to indemnify the Physiotherapist against any third party petitions and associated losses, costs, charges, damages and expenses, including legal fees and disbursements, arising from:
- a) The Physiotherapist providing information to Alberta Blue Cross for audit purposes as required by this Agreement and as outlined in Article 6.0.
 - b) Any negligence, default, or unlawful act of Alberta Blue Cross or its servants, officers, directors, agents, partners or employees.
- 3.6 Clauses 3.1, 3.2, 3.4 and 3.5 will survive the termination of this Agreement.

4.0 SUBMISSION OF CLAIMS

- 4.1 Unless otherwise stated, all claims referenced herein refer solely to Member claims for Services. Alberta Blue Cross will not be responsible for paying any claims submitted by the Contractor on behalf of individuals who are not Members. Whenever possible, a current Member identification card indicating eligibility for such Services, together with such other identification the Physiotherapist deems appropriate, should be viewed by the Physiotherapist before the Service is billed pursuant to this Agreement.
- 4.2 The Physiotherapist may verify the Member's physiotherapy benefit limit or any limitation associated with the Services, prior to submitting a claim.
- 4.3 The Physiotherapist will provide Alberta Blue Cross with details of Services provided to Members for which the Physiotherapist requests claim adjudication, pre-determination of benefits and/or payment by Alberta Blue Cross. The Physiotherapist's submission of claims shall include a description of Services provided and the Physiotherapist will supply all further information that Alberta Blue Cross may require to support the claim(s).
- 4.4 The Physiotherapist will invoice the Member directly for any amount owing to the Physiotherapist that is in excess of the Member's Alberta Blue Cross physiotherapy benefit plan limit.
- 4.5 The Physiotherapist will not submit a claim to Alberta Blue Cross prior to the Date of Service.

- 4.6 The Physiotherapist warrants that all claims submitted to Alberta Blue Cross by the Physiotherapist are authentic and constitute an accurate account of Services rendered by the Physiotherapist and the charges billed, according to the terms of this Agreement.
- 4.7 Alberta Blue Cross may refuse to pay a claim where the delay in submitting it to Alberta Blue Cross exceeds thirty (30) days from the date the Services were incurred.
- 4.8 Alberta Blue Cross agrees to make payments to the Physiotherapist according to a bi-weekly pre-determined payment schedule, in the eligible amounts due for claims received by Alberta Blue Cross within the claims submission cutoff period for each payment period. Such payments will include a payment summary for the claims submitted by the Physiotherapist during the relevant payment period.
- 4.9 The Physiotherapist shall examine and verify the accuracy of the payment summary so received and shall notify Alberta Blue Cross in writing of any error or omission therein or arising there from within thirty (30) days of its receipt, after which time the Physiotherapist and any party claiming thereunder may, at the sole discretion of Alberta Blue Cross, lose its right to dispute the accuracy of the information contained in the payment summary and/or Alberta Blue Cross's adjustment of the claim shown in the payment summary.
- 4.10 Notwithstanding the foregoing, if Alberta Blue Cross identifies an error in a claim or in the payment thereof within two years of the Date of Service, Alberta Blue Cross may, at its discretion, adjust the claim regardless of who is responsible for the error and whether or not the claim has been paid. The amount of the error so adjusted shall become due and payable within thirty (30) days.
- 4.11 All monies payable hereunder shall be in Canadian Dollars.

5.0 Billings to Members

- 5.1 Upon delivery of the Services, the Physiotherapist will access any and all available public funding on behalf of the Member and will only submit a claim to Alberta Blue Cross on behalf of that Member if the Services are not eligible under a publicly funded program.
- 5.2 In the Physiotherapist's professional judgment, should a delay to access public funding result in a delay that is detrimental to the Member's medical recovery, the Physiotherapist may consider the Member's Alberta Blue Cross physiotherapy benefit plan as the primary payer to public funding to facilitate the Member's earlier treatment.
- 5.3 When submitting a claim to Alberta Blue Cross for direct payment on behalf of a Member, the Physiotherapist shall provide a hard copy of the claim statement to the Member indicating the total payment to be made by Alberta Blue Cross towards the cost of the Services.
- 5.4 The Physiotherapist recognizes that Alberta Blue Cross benefit contracts may contain deductibles, co-payment amounts and maximum provisions, and that the sole responsibility for payment of the uninsured portions of the Services is that of the Member.
- 5.5 The Physiotherapist agrees to collect from the Member the difference between the total amounts billed for the Services and the amount to be paid by Alberta Blue Cross, if any.
- 5.6 The Physiotherapist agrees not to charge Members any amounts for Services that are in excess of the normal, customary and usual fees and costs charged by the Physiotherapist to customers who are not Members.

6.0 AUDIT RIGHTS

- 6.1 For a period of two (2) years from the Date of Service, the Physiotherapist agrees to retain those records that pertain to the treatment and billing of Services provided to the Member.

- 6.2 For audit purposes and upon the request of Alberta Blue Cross, the Physiotherapist will make the treatment and billing records available for Members, along with any other documents and information deemed necessary by Alberta Blue Cross to substantiate claims the Physiotherapist submitted for payment to Alberta Blue Cross.
- 6.3 The Physiotherapist acknowledges and agrees that Alberta Blue Cross may take extracts from and make copies of any Member's treatment and billing records as described in Clause 6.2 that pertain to claims for Services provided by the Physiotherapist. Alberta Blue Cross will protect all such extracts and copies from unauthorized access, using the same manner for which it protects its own confidential information.
- 6.4 Except in the case of a claims abuse investigation, Alberta Blue Cross shall attempt to conduct any such audits in co-operation with the Physiotherapist at times that are mutually convenient for both parties. Alberta Blue Cross shall not be responsible to the Physiotherapist or any other party for any costs or losses associated with conducting an audit.
- 6.5 Clauses 6.1 through 6.4 will survive the termination of this Agreement.

7.0 PRIVACY AND CONFIDENTIALITY

- 7.1 The Physiotherapist and Alberta Blue Cross acknowledge their compliance with governing privacy legislation.
- 7.2 By reason of this Agreement, both Alberta Blue Cross and the Physiotherapist will have access to confidential information, including the personal information of Members, pertaining to the other party. With respect to confidential information disclosed by one party to the other, the receiving party shall hold such confidential information in strict confidence using the same standard of care as it uses to protect its own confidential information but not less than a reasonable standard of care and shall not use the confidential information for any purpose except as necessary to fulfill its obligations under this Agreement.
- 7.3 Clauses 7.1 and 7.2 will survive the termination of this Agreement.

8.0 AMENDMENTS

- 8.1 Alberta Blue Cross may, at any time, amend the content of this Site or the terms and conditions of this Agreement, with or without notice. It is the responsibility of the Physiotherapist to regularly access the Site and review this Agreement.

9.0 EFFECTIVE AND TERMINATION DATE OF AGREEMENT

- 9.1 This Agreement shall become effective on the date the Physiotherapist first submits a claim to Alberta Blue Cross via the Site for pre-determination of benefits and/or adjudication. This Agreement will continue in effect until such time as it has been terminated by one of the following methods:
- a) By either party providing the other with sixty (60) days written notice of termination.
 - b) Immediately and without notice by the Physiotherapist's professional license being revoked or suspended.
 - c) Immediately and without notice by a change in Physiotherapist ownership, if the Physiotherapist is a clinic, treatment facility, or other form of business entity in which the Physiotherapist is not an individual.

- d) Alberta Blue Cross may terminate the Agreement immediately and without notice in the event of a claim abuse investigation, criminal charges, or professional or other disciplinary action being undertaken or pursued by Alberta Blue Cross against the Physiotherapist; a material breach of this Agreement by the Physiotherapist; or a misuse of the Site by the Physiotherapist and/or a party accessing the Site with the Physiotherapist's password.

9.2 Upon termination of this Agreement the rights of the Physiotherapist hereunder automatically cease and terminate. Alberta Blue Cross agrees to pay the Physiotherapist for all claims then properly due and owing for Services previously provided pursuant to this Agreement, provided that such claims are submitted to Alberta Blue Cross within fifteen (15) days of the date of termination. Notwithstanding the termination of this Agreement, Alberta Blue Cross may continue to exercise its limitation of liability, indemnity, petition and audit rights pursuant to Articles 3.0, 4.0 and 6.0 of this Agreement.

10.0 NOTICES

- 10.1 Any notices to be given under the terms of this Agreement will be made in writing and may be delivered in person; sent by fax, followed by a copy sent by mail or by messenger for confirmation purposes; registered mail; postage prepaid; or by courier, to any address that the parties to this agreement may designate in writing. Such notice will be deemed to have been received by the recipient upon the actual receipt in person; the first business day following its sending by fax; or the third business day following its sending by registered mail, postage prepaid or courier.
- 10.2 The Physiotherapist will notify Alberta Blue Cross as soon as reasonably possible regarding the occurrence of any applicable event described in Clauses 9.1(b) or (c).

11.0 ASSIGNMENT

- 11.1 This Agreement or any portion thereof shall not be assigned by the Physiotherapist without prior written consent of Alberta Blue Cross.

12.0 ENTIRE AGREEMENT

- 12.1 This Agreement is the entire agreement between the parties and supersedes all previous agreements, arrangements or understandings between the parties hereto, whether written or oral, in connection with or incidental to the aforementioned Site and this Agreement.

13.0 GOVERNING LAW

- 13.1 The laws of the Province of Alberta, Canada, will govern this Site, its content and this Agreement, and the Courts of Alberta will have exclusive jurisdiction.