

**ALBERTA BLUE CROSS
CHIROPRACTIC ONLINE SERVICES BILLING AGREEMENT**

ABC Benefits Corporation (“Alberta Blue Cross”) makes the Alberta Blue Cross Chiropractic Online Services Web Site (the “Site”) available solely for the purpose of providing chiropractic practitioners the means to obtain pre-determinations and/or claim adjudication on behalf of patients covered under an Alberta Blue Cross chiropractic benefit plan. As a condition of using the Site, the following terms and conditions of this Chiropractic 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:

“**Chiropractor**” means the individual or business entity that is qualified, licensed and operating within the scope of chiropractic services under the laws of the province or jurisdiction in which the chiropractic services are delivered.

“**Date of Service**” means the date the Chiropractor 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 chiropractic benefits are available.

“**Services**” means the chiropractic examinations, diagnosis, treatment and prescribed services delivered by the Chiropractor that are eligible for reimbursement under the Member’s chiropractic 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 Chiropractor 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 Chiropractor for the Chiropractor’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 Chiropractor 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 Alberta Blue Cross for 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 chiropractic 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 Chiropractor will be required to change the unique temporary password provided by Alberta Blue Cross upon first accessing the Site.
- 2.2 The Chiropractor is responsible for ensuring its proper use of the Site and for maintaining the proper security over the Chiropractor's password. Access to the Site and/or claims submitted through the Site by any party using the Chiropractor's password shall be deemed to be authorized by and binding upon the Chiropractor. The Chiropractor 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 Chiropractor's password. Therefore, the Chiropractor will share this password at the Chiropractor's sole risk. The Chiropractor will notify Alberta Blue Cross of any real or perceived unauthorized use, potential abuse or compromised access to the Site using the Chiropractor's password. Alberta Blue Cross will respond by taking the necessary steps to prevent such unauthorized access and will work with the Chiropractor to establish alternative access to the Site.
- 2.3 The Chiropractor will not access or use Member data available through the Site for any purpose other than as described in this Agreement. The Chiropractor agrees that any and all Member data the Chiropractor accesses is strictly confidential. The Chiropractor 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 Chiropractor 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 Chiropractor 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 Chiropractor, are not permitted and may result in Alberta Blue Cross's suspension or termination of the Chiropractor's access to the Site and/or legal action.

3.0 LIMITATION OF LIABILITY AND INDEMNITY RIGHTS

- 3.1 Chiropractors 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 Chiropractor, or any other party claiming through the Chiropractor, may suffer in connection with the use, misuse, or inability to use the Site or 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 Chiropractor's computer equipment or property.
 - b) Any losses, costs, charges, damages or expenses resulting from viruses in connection with the Chiropractor'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 Chiropractor at the Chiropractor's request.
- 3.3 Alberta Blue Cross reserves the right to disable the Site as required for routine maintenance or other technical servicing purposes. 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 Chiropractor agrees to indemnify Alberta Blue Cross for any losses, costs, charges, damage, and expenses, including legal fees and disbursements on a solicitor and his own client basis, arising from:
- a) The Chiropractor's delivery of Services to the Member.
 - b) Any negligence, default or unlawful act of the Chiropractor that is associated with the misuse or unauthorized use of the Site.
- 3.5 Alberta Blue Cross agrees to indemnify the Chiropractor against any third party petitions and associated losses, costs, charges, damages and expenses, including legal fees and disbursements on a solicitor and his own client basis, arising from:
- a) The Chiropractor 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 chiropractic claims submitted by the Chiropractor 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 that the Chiropractor deems appropriate, should be viewed by the Chiropractor before the Service is billed pursuant to this Agreement.
- 4.2 The Chiropractor may verify the Member's chiropractic benefit limit or any limitation associated with the Services, prior to submitting a claim on behalf of that Member.
- 4.3 The Chiropractor will provide Alberta Blue Cross with details of Services provided to Members for which the Chiropractor requests claim adjudication and/or payment by Alberta Blue Cross. The Chiropractor's submission of claims shall include a description of Services provided and the

Chiropractor will supply all further information that Alberta Blue Cross may require to support the claim(s).

- 4.4 The Chiropractor will not submit a claim to Alberta Blue Cross prior to the Date of Service.
- 4.5 The Chiropractor warrants that all claims submitted to Alberta Blue Cross by the Chiropractor are authentic and constitute an accurate account of Services rendered by the Chiropractor and the charges billed, according to the terms of this Agreement.
- 4.6 Alberta Blue Cross may refuse to pay a claim where the Chiropractor's delay in submitting it to Alberta Blue Cross exceeds thirty (30) days from the date the Services were incurred.
- 4.7 Alberta Blue Cross agrees to make payments to the Chiropractor 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 payment period. Such payments will include a payment summary for all claims submitted by the Chiropractor during the relevant payment period.
- 4.8 The Chiropractor 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 therefrom within thirty (30) days of its receipt, after which time the Chiropractor 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.
- 4.9 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 Member claim regardless of who is responsible for the error and whether or not the Member claim has been paid. The amount of the error so adjusted shall become due and payable within thirty (30) days.
- 4.10 All monies payable hereunder shall be in Canadian Dollars.

5.0 MEMBER BILLINGS

- 5.1 When submitting a claim to Alberta Blue Cross for direct payment on behalf of a Member, the Chiropractor must provide a hard copy of the claim statement to the Member indicating the total payment to be made by Alberta Blue Cross toward the cost of the Services.
- 5.2 The Chiropractor 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.
- 5.3 The Chiropractor will invoice the Member directly for any amount owing to the Chiropractor that is in excess of the Member's Alberta Blue Cross chiropractic benefit plan limit.
- 5.4 The Chiropractor 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 Chiropractor 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 Chiropractor agrees to retain those claim 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 Chiropractor 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 Chiropractor submitted for payment to Alberta Blue Cross.

- 6.3 The Chiropractor 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 Chiropractor. 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 Chiropractor at times that are mutually convenient for both parties. Alberta Blue Cross shall not be responsible to the Chiropractor 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 Chiropractor and Alberta Blue Cross acknowledge their compliance with governing privacy legislation.
- 7.2 By reason of this Agreement, both Alberta Blue Cross and the Chiropractor 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 Chiropractor 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 Chiropractor 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 Chiropractor's professional license being revoked or suspended.
 - c) Immediately and without notice resulting from a change in Chiropractor ownership, if the Chiropractor is a clinic, treatment facility, or other form of business entity in which the Chiropractor 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 Chiropractor; a material breach of this Agreement by the Chiropractor; or a misuse of the Site by the Chiropractor and/or a party accessing the Site with the Chiropractor's password.

- 9.2 Upon termination of this Agreement the rights of the Chiropractor hereunder automatically cease and terminate. Alberta Blue Cross agrees to pay the Chiropractor 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 Chiropractor 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 The Chiropractor will not assign this Agreement or any portion thereof.

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.

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.