

**ALBERTA BLUE CROSS
OPTICAL PROVIDER
WEB SITE POLICY AND ONLINE BILLING AGREEMENT**

DEFINITIONS:

Alberta Blue Cross Optical Provider Online Services Web Site means the Internet web site hosting the online submission of vision benefit claims on behalf of Members.

Agreement means this Alberta Blue Cross Optical Provider Web Site Policy and Online Billing Agreement.

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

Optical Provider means the party qualified and entitled to carry on the practice of vision care services under the laws of the province or jurisdiction in which its place of business is located, and the party's directors, partners and designated employees, agents, servants and other representatives.

Services mean the vision care examinations, diagnosis, treatment and prescribed products or services rendered by the Optical Provider that are eligible for reimbursement under the Member's vision care benefit plan with Alberta Blue Cross.

Acceptance of Agreement

ABC Benefits Corporation (hereinafter referred to as Alberta Blue Cross) makes this Alberta Blue Cross Optical Provider Online Services Web Site (hereinafter referred to as the Site) available solely for the purpose of providing Optical Providers the means to obtain claim adjudication, pre-determinations or pre-authorization of benefits on behalf of Members. As a condition of using the Site, the following terms and conditions of the Agreement must be adhered to. Your use of this Site signifies that you have read and understood the terms of this Agreement and that you agree to be bound by it.

Cross. The appearance of such marks and names does not convey any rights to the Optical Provider 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 at (780) 498-8083 (Edmonton and area) and toll free in other areas of Canada at 1-800-588-1195. If information presented through this Site differs from the official Alberta Blue Cross records, the latter will prevail.

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 Optical Provider will not modify, reformulate, disassemble, reverse engineer or decrypt any of the Site contents.

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 with the latest 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.

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 Optical Provider for its commercial purposes.

2.0 Site Use

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

2.1 To access the Site, Alberta Blue Cross will provide the Optical Provider with a unique user name and password.

2.2 The Optical Provider is responsible for ensuring its proper use of the Site and for maintaining the proper security over the Optical Provider's password. Access to the Site and/or claims submitted through the Site by any party using the Optical Provider's password shall be deemed to be

authorized by and binding on the Optical Provider. The Optical Provider will be liable for all inappropriate or illegal use of the password. Therefore, the Optical Provider will share that password at the Optical Provider's sole risk. The Optical Provider will notify Alberta Blue Cross of any real or perceived unauthorized use, potential abuse or compromised access to the Site using the Optical Provider's password. Alberta Blue Cross will respond by taking the necessary steps to prevent such unauthorized access and will work with the Optical Provider to establish alternative access to the Site.

2.3 The Optical Provider will not access or use Member data available through the Site for any purpose other than as described in this Agreement. The Optical Provider agrees that any and all Member data the Optical Provider accesses is strictly confidential. The Optical Provider 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 The Optical Provider will, at its own expense, operate and maintain its own computer hardware and communications software for the purpose of accessing the Site. While Alberta Blue Cross shall take reasonable and appropriate precautions to ensure that the Site does not contain computer viruses, the Optical Provider shall be solely responsible for monitoring and protecting the integrity of its own computer system prior to, during, and after use of the Site and for remedying any breaches, losses, or damages that may result therefrom.

2.5 Unauthorized attempts 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 Optical Provider, are not permitted and may result in Alberta Blue Cross's suspension or termination of the Optical Provider's access to the Site and/or legal action.

3.0 Limitation of Liability/Indemnity Rights

3.1 Optical Providers 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, 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 Optical Provider, or any other party claiming through the Optical Provider, 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.

3.3 Alberta Blue Cross assumes no responsibility or liability for:

- a) Any damage to the Optical Provider's computer equipment or property, or
- b) Any business losses resulting from viruses in connection with the Optical Provider's access to or use of the Site as a result of receiving or using data, text, images, files or other Site materials.

3.4 Alberta Blue Cross is not responsible for, and will not be liable to the Optical Provider or any other party for, any damages in connection with an e-mail sent to Alberta Blue Cross or any e-mail Alberta Blue Cross sends to the Optical Provider at the Optical Provider's request.

3.5 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 termination of this Agreement.

3.6 Subject only to Alberta Blue Cross's obligation to make payment pursuant to Articles 4.0 and 5.0 herein, the Optical Provider agrees to indemnify Alberta Blue Cross for any losses, costs, charges, damage, and expenses, including legal fees and disbursements, arising from:

- a) The provisions of Services by the Optical Provider to the Member; and
- b) Any negligence, default or unlawful acts of the Optical Provider, including misuse or unauthorized use of the Site.

3.7 Subject to the specific limitations on liability provided for in Clauses 3.2 and 6.5 herein, Alberta Blue Cross agrees to indemnify the Optical Provider against any third party claims and associated losses, costs, charges, damages and expenses, including legal fees and disbursements, arising from:

- a) The Optical Provider providing information to Alberta Blue Cross for audit purposes as required by this Agreement, as outlined in Article 6.0
- b) Any negligence, default, or unlawful act of Alberta Blue Cross, its servants, officers, directors, agents, partners or employees.

3.8 Clauses 3.6 and 3.7 will survive the termination of this Agreement.

4.0 Submission of Claims

4.1 Alberta Blue Cross will not be liable to pay the Optical Provider for claims submitted on behalf of individuals who are not Members. Whenever possible, a current identification card indicating eligibility for such Services together with such other identification that the Optical Provider deems appropriate should be viewed by the Optical Provider before the Service is billed pursuant to this Agreement.

- 4.2 The Optical Provider may verify the Member's benefit limit or limitation associated with the Services, prior to submitting a claim on behalf of that Member.
- 4.3 The Optical Provider will submit to Alberta Blue Cross details of Services provided to Members for which the Optical Provider requests claim adjudication, pre-determination of benefits, pre-authorization for claims submitted under Alberta Employment and Immigration (AEI) or the Assured Income for the Severely Handicapped (AISH) program of Alberta Seniors and Community Supports, and/or payment by Alberta Blue Cross. The submission of claims shall include a description of Services provided and all further information that Alberta Blue Cross may require.
- 4.4 The Optical Provider will invoice the Member directly for any amount owing to the Optical Provider that is in excess of the Member's benefit limit.
- 4.5 For services that include vision care products (i.e. frames, lenses, contact lenses and related products), the date of Service is the date when the products are physically provided to the Member and any amount owing by the Member is due. For Services that do not include any vision care products (i.e. eye exams), the date of Service is the date that the Optical Provider performed said Services. The Optical Provider will not submit a claim for Services to Alberta Blue Cross before the date of Service. The Optical Provider will collect in full from the Member any amount that is due as specified in Clause 5.3 on the date of Service or within a reasonable time thereafter.
- 4.6 The Optical Provider warrants that all claims submitted to Alberta Blue Cross by the Optical Provider are authentic and constitute an accurate account of Services rendered by the Optical Provider and the charges billed thereon, and are in accordance with 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 Optical Providers on a bi-weekly pre-determined payment schedule, in the amounts due for claims received by Alberta Blue Cross from Optical Providers within the claims submission cutoff period for each payment period. Such payments will include a payment summary for the claims submitted by the Optical Provider during the relevant payment period.
- 4.9 The Optical Provider 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 Optical Provider 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 the adjustment of the claim made by Alberta Blue Cross 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 as defined in Clause 4.5, 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 With the exception of Members who have coverage under AEI/AISH, when submitting a claim to Alberta Blue Cross for direct payment on behalf of a Member, the Optical Provider shall provide a hard copy of the Claim Summary to the Member indicating the total payment to be made by Alberta Blue Cross towards the cost of the Services.
- 5.2 The Optical Provider 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 Optical Provider 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.
- 5.4 The Optical Provider 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 Optical Provider to customers who are not Members.
- 6.0 Audit Rights**
- 6.1 For a period of two (2) years from the date of Service as defined in Clause 4.5, the Optical Provider agrees to retain those records that pertain to the provision of Services to and the treatment and billing for the Member.
- 6.2 For audit purposes and upon the request of Alberta Blue Cross, the Optical Provider will make available the billing and treatment records for Members and any other documents and information deemed necessary by Alberta Blue Cross to substantiate claims for Services provided by the Optical provider to Members that are claims submitted by the Optical Provider to Alberta Blue Cross on behalf of Members.
- 6.3 The Optical Provider acknowledges and agrees that Alberta Blue Cross may take extracts from and make copies of any Member's billing and treatment records pertaining to claims for Services provided by the Optical Provider to Members as defined in Clause 6.2. Alberta Blue Cross will protect all such extracts and copies from unauthorized access and use in the same manner it protects its own confidential information.
- 6.4 The Optical Provider agrees that any person authorized by Alberta Blue Cross may have access to, take extracts from, and make copies of any Optical Provider records

pertaining to claims for Services provided by the Optical Provider to Members as defined in Clause 6.2.

6.5 Except in the case of a claims abuse investigation, Alberta Blue Cross shall attempt to conduct any such audits in co-operation with the Optical Provider at times mutually convenient for both parties. Alberta Blue Cross shall not be responsible for any costs or losses to the Optical Provider associated with the conduct of an audit.

6.6 Clauses 6.1 through 6.5 will survive the termination of this Agreement.

7.0 Privacy and Confidentiality

7.1 The Optical Provider and Alberta Blue Cross acknowledge their compliance with governing privacy legislation.

7.2 By reason of this Agreement, both Alberta Blue Cross and the Optical Provider 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 Optical Provider to review the Site and this Agreement regularly.

9.0 Effective and Termination Date of Agreement

9.1 This Agreement shall become effective on the date the Optical Provider first submits a claim to Alberta Blue Cross via the Site for pre-determination of benefits, pre-authorization 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) By the Optical Provider having its professional licence revoked or suspended, in which case the Agreement will immediately terminate.
- c) By a change in Optical Provider ownership, in which case the Agreement will immediately terminate.

d) 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 Optical Provider; a material breach of this Agreement by the Optical Provider; or a misuse of the Site by the Optical Provider and/or a party accessing the Site with the Optical Provider's access codes, Alberta Blue Cross may terminate the Agreement immediately and without notice.

9.2 Upon termination of this Agreement, the rights of the Optical Provider hereunder automatically cease and terminate. Alberta Blue Cross agrees to pay to the Optical Provider 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, claim 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 Optical Provider 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 Optical Provider 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.