

1 Acceptance of Agreement

- 1.1 As a condition of using the Medavie Inc. website, hereinafter referred to as the Medavie Blue Cross Provider Electronic Claim Submission Service web page (hereinafter called the “System”), the following terms and conditions of the Medavie Blue Cross Electronic Claim Submission Agreement (hereinafter called the “Agreement”) must be adhered to. Proceeding to use this System by the Provider or their representative indicates acceptance of this Agreement by the Provider on whose behalf the System is being accessed (hereinafter called the “Provider”). Medavie Blue Cross will consider any use of the System as an act of part performance that is binding on the Provider or the representative submitting claims on the Provider’s behalf.
- 1.2 Requirements and/or documentation related to claims reimbursement criteria specific to plan designs and/or programs is documented in applicable Provider Guides and/or Provider handbooks and it is the responsibility of the Provider to familiarize itself with these requirements and ensure such documentation is available for audit purposes.
- 1.3 The terms and conditions of this Agreement may change from time to time and it is the responsibility of the Provider to familiarize itself with such updates. The last revision date for these terms and conditions is set forth below.

2 Submission of Claims

- 2.1 The reimbursement of services is granted only when the service rendered is **medically necessary** for the treatment of an injury or medical condition. Benefit exclusions include services for cosmetic purposes or conditions not detrimental to one’s health; any health care service or supplies which are neither Medically Necessary nor Proven Effective.

The Provider agrees **not** to submit claims to Medavie Blue Cross for services that do not fall within the guidelines as stated above. Claims must be submitted using the Provider number of the Provider who personally administered the service, unless otherwise approved by Medavie Blue Cross at its sole and unfettered discretion.

The Provider will submit to Medavie Blue Cross details of services provided for which the Provider requests claim adjudication, pre-determination of benefits, Special Authorization, and/or payment by Medavie Blue Cross. The submission of claims shall include a description of services provided and all further information that Medavie Blue Cross may require.
- 2.2 Services are considered to be incurred on the date the Provider performed said services.
- 2.3 The Provider warrants that all claims submitted to Medavie Blue Cross by the Provider are authentic and constitute an accurate account of services rendered by the Provider and the charges billed thereon, and are in accordance with the terms of this Agreement.
- 2.4 Medavie Blue Cross may refuse to pay a claim where the delay in submitting it to Medavie Blue Cross exceeds the specified timeline from the date the services were incurred. Specified timelines related to plan designs and/or programs are referenced in the Provider Guides and/or Provider handbooks and it is the responsibility of the Provider to familiarize itself with these requirements.
- 2.5 When submitting a claim to Medavie Blue Cross for direct payment on behalf of a client, the Provider shall provide a hard copy of the “Claim Payment Result” screen to the client indicating the total payment to be made by Medavie Blue Cross towards the cost of the services. The Provider agrees to keep a hard copy of the “Claim Payment Result” screen signed by the client or legal guardian on file for a period of two years.
- 2.6 The Provider recognizes that Medavie Blue Cross 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 client, if applicable.
- 2.7 The Provider agrees to consult the applicable plan design and/or program requirements to determine whether the Provider is required to collect, or is prohibited from collecting, from the client the difference between the total amount billed for the services and the amount to be reimbursed by Medavie Blue Cross, and the Provider hereby agrees to collect, or to refrain from collecting (as the case may be), such amount from the client. The Provider acknowledges that it is his/her sole responsibility to consult the plan design and/or program requirements, and to collect, or to refrain from collecting (as the case may be) said amount from the client. Where the Provider improperly collects or fails to collect such amount, the Provider agrees to be solely responsible for such improper collection or failure to collect, and shall indemnify Medavie Blue Cross for any claims or shortfalls which may arise from such failure.
- 2.8 The Provider agrees not to charge clients amounts for services in excess of the normal, customary and usual fees and costs charged by the Provider to customers whose benefits are not administered by Medavie Blue Cross. The Provider agrees **not** to charge higher fees for services when billing through the System than those charged to cash paying clients for services or when submitting paper claims to Medavie Blue Cross.

3 Audit Rights

- 3.1 The Provider must keep original copies on file of all treatment and billing and prescription records for clients for a period of two years unless otherwise required as documented in the applicable Provider Guides and/or Provider Handbooks in accordance with clause 1.2. The original copy of the "Claim Payment Result" screen signed by the client or legal guardian must be kept on file by the Provider for a period of two years. This signed document provides proof that the Provider had the right to submit the claim electronically on behalf of the client and is in accordance with governing privacy legislation. Failure to produce original, client-signed copies of these documents may result in recovery of the amount paid, and/or termination of access to the System by Medavie Blue Cross and/or suspension or termination of approval status as a Provider of service to clients.
- 3.2 Upon request, the Provider will make available to Medavie Blue Cross for audit purposes the billing and treatment records that detail treatment provided, fees charged, dates of service and copy of the prescription for clients and any other documents and information deemed necessary by Medavie Blue Cross to verify claims submitted by the Provider.
- 3.3 The Provider agrees that any person authorized by Medavie Blue Cross may have access to, take extracts from and make copies of any Provider records pertaining to claims submitted to Medavie Blue Cross.
- 3.4 Except in the case of a claims abuse investigation, Medavie Blue Cross shall attempt to conduct any such audits in co-operation with the Provider at times mutually convenient for both parties. Medavie Blue Cross shall not be responsible for any costs or losses to the Provider associated with the conduct of an audit.

4 Terms of Use

- 4.1 Access to the System is restricted to approved Providers and their representatives for the purpose of obtaining claim adjudication, pre-determinations of benefits and/or claim submissions for payment on behalf of clients.
- 4.2 The Provider shall comply with the terms of audit rights under Clause 3.
- 4.3 The Provider is the sole recipient of the Provider Number and Password codes, which provide access to the System. The Provider is responsible for ensuring the proper use of the System and for maintaining the proper security over the access codes. Access to the System and/or claims submitted through the System by any party using the Provider's access codes shall be deemed to be authorized by and binding on the Provider.
- 4.4 The Provider shall ensure that they or their representative will only use their approved Provider Number when submitting claims that have been personally rendered by the Provider. Under no circumstance is it acceptable to submit claims for services performed by another party using the Provider's Approved Provider Number, whether or not the other party is approved by Medavie Blue Cross to provide service to clients.
- 4.5 The Provider will, at its own expense, operate and maintain its own computer hardware and communications software for the purpose of accessing the System. While Medavie Blue Cross shall take reasonable and appropriate precautions to ensure that the System does not contain computer viruses, the Provider shall be solely responsible for monitoring and protecting the integrity of its own computer system prior to, during, and after use of the System and for remedying any breaches, losses or damages that may result there from.
- 4.6 Unauthorized attempts to access or modify computer system information or interfere with normal system operation, whether on Medavie Blue Cross computer systems or Medavie Blue Cross networks that are accessible by the Provider, are not permitted and may result in measures being undertaken by Medavie Blue Cross to suspend or terminate the Provider's access to the System and legal action being taken.
- 4.7 The Provider agrees that it is a condition of this Agreement that the Provider remain, at all material times, eligible and/or licensed to practice and/or carry on business in the particular field of healthcare for which the Provider has provided services and for which the Provider seeks payment from Medavie Blue Cross, in full compliance with the appropriate licensing board or governing body in the jurisdiction where such services are rendered. It is understood, however, that this Agreement shall not supersede, replace or in any way affect any professional regulation or licensing body or legislation which may apply to the Provider.

The Provider also agrees that it is a condition of this Agreement that the Provider remain at all material times, eligible and compliant with the documented Medavie Blue Cross Approved Provider Criteria.

5 Provider Payment

- 5.1 Medavie Blue Cross agrees to make payment to the Provider or its Assignee (in cases where the Provider has assigned payment to a third party) every second week of the amount due for claims received by Medavie Blue Cross from the Provider together with a payment summary for the claims submitted during the relevant claim period.
- 5.2 The Provider or its Assignee (in cases where the Provider has assigned payment to a third party) shall examine and verify the accuracy of the payment summary so received and shall notify Medavie Blue Cross in writing of any error or omission therein or arising therefrom within thirty (30) days of its receipt, failing which the Provider, the Assignee and any party claiming thereunder shall lose the right to dispute the accuracy of the information contained in the payment summary and/or the adjustment of the claim made by Medavie Blue Cross shown in the payment summary.

- 5.3 Notwithstanding the foregoing, if an error in a claim or in the payment thereof is identified by Medavie Blue Cross, it may, at its sole and unfettered discretion, adjust the claim at any time, regardless of when the error is discovered, who is responsible for the error and whether or not the claim has been paid. The amount of the error so adjusted shall become immediately due and payable.

6 Limitation of Liability/Indemnity Rights

- 6.1 Medavie Blue Cross reserves the right to disable the System at its discretion. In the case of an unanticipated System failure, Medavie Blue Cross will make best attempts to restore the System to normal operating conditions as quickly as possible. Temporary disruption of the System will not constitute termination of the Agreement.
- 6.2 Medavie Blue Cross is not responsible for any direct, indirect, special, incidental or consequential damages or any other damages whatsoever and howsoever caused, arising out of or in connection with the unauthorized use of System, damage to the Provider's computer system, or the non-availability of the System, including loss of use, lost data, lost business profits, business interruption or any other pecuniary loss.
- 6.3 Subject only to Medavie Blue Cross's obligation to make payment pursuant to article 2 of this Agreement, the Provider agrees to indemnify Medavie Blue Cross for any losses, costs, charges, damages and expenses arising from:
- a) The provision of services by the Provider to the client; and
 - b) Any negligence, default or unlawful acts of the Provider, its servants, directors, agents, partners or employees.
- 6.4 Subject to the specific limitations on liability provided for in paragraphs 6.2 and 3.4 of this Agreement, Medavie Blue Cross agrees to indemnify the Provider for any losses, costs, charges, damages and expenses arising from:
- a) The Provider providing information to Medavie Blue Cross for audit purposes as required by this Agreement as outlined in Clause 3.4.
 - b) Any negligence, default, or unlawful act of Medavie Blue Cross, its servants, officers, directors, agents, partners or employees.

7 Reserved Rights and Trademarks

- 7.1 Medavie Blue Cross either owns the intellectual property rights, including copyright, or has acquired the necessary licences and/or consents over the information associated with the System, including text, code and the selection and arrangement of the site.
- 7.2 The Provider is granted a limited licence to use the System and the information contained thereon in accordance with the terms of this Agreement. Any other use of the System or information is prohibited.
- 7.3 The Blue Cross symbol and name are registered trademarks of the Canadian Association of Blue Cross Plans, used under licence by Medavie Inc., an independent licensee of the Canadian Association of Blue Cross Plans, doing business under the trade name Medavie Blue Cross. The Provider agrees not to use the Blue Cross name or symbol except in a manner authorized by Medavie Blue Cross.
- 7.4 The Provider and Medavie Blue Cross acknowledge their compliance with governing privacy legislation.

8 Amendments

- 8.1 The Provider acknowledges and agrees that Medavie Blue Cross may amend the terms and conditions of this Agreement from time to time to accommodate changes in the System or for any other reason. In this event, a notice of amendment will be posted on the System website, requiring acknowledgment by the Provider and/or its representative that the amendment has been received. Continued use of the System after notification of such amendment constitutes acceptance by the Provider of the new terms and conditions.

9 Effective and Termination Date of Agreement

- 9.1 This Agreement shall become effective the date the Provider first submits a claim to Medavie Blue Cross via the System for adjudication, pre-determination of benefits, special authorization, and/or payment. This Agreement will continue in effect until such time as it has been terminated by one of the following methods:
- a) By Medavie Blue Cross providing the Provider with sixty (60) days written notice of termination.
 - b) By the Provider providing Medavie Blue Cross with sixty (60) days written notice of termination.
 - c) By the Provider having its professional membership with a recognized association or regulatory body revoked or suspended, in which case the Agreement will immediately terminate.
 - d) In the event of non-compliance with audit rights under clause 3 or terms of use under clause 4, a claim abuse investigation, criminal charges or disciplinary action being undertaken or pursued by Medavie Blue Cross against the Provider; a material breach of this Agreement by the Provider; or a misuse of the System by the Provider and/or a party accessing the System with the Provider's access codes, Medavie Blue Cross may terminate the Agreement and access to the System immediately.
 - e) If the System is not accessed for three consecutive months, Medavie Blue Cross reserves the right to immediately terminate the Agreement and remove the Provider's access to the System. The Provider may re-apply for access to the System if they so desire in the future.

9.2 Upon termination of this Agreement, the rights of the Provider hereunder automatically cease and terminate. Medavie Blue Cross reserves the right to terminate the Agreement relating to any or all approved Provider numbers associated to the Provider. Medavie Blue Cross agrees to pay to the Provider all claims then properly due and owing for services previously provided pursuant to this Agreement, provided that such claims are submitted to Medavie Blue Cross within 45 days of the date of termination. Notwithstanding the termination of this Agreement, Medavie Blue Cross may continue to exercise its limitation of liability, indemnity, claim and audit rights pursuant to Articles 2, 3 and 6 of this Agreement.

10 Assignment

10.1 Notwithstanding that the Provider may enter into an agreement with a third party whereby the Provider entitlement to receive payment from Medavie Blue Cross for services rendered is assigned and made payable to that third party, as specifically contemplated in Clause 5 of this Agreement, it is understood and agreed that by the Provider that the entitlement to make use of the System, together with all rights and obligations hereunder, may not be assigned by the Provider to the third party without the prior written consent of Medavie Blue Cross, which consent may be withheld at the sole and unfettered discretion of Medavie Blue Cross. Specifically, unless and until such assignment is consented to by Medavie Blue Cross, the Provider shall remain fully responsible and liable to Medavie Blue Cross for all claims submitted for payment.

11 Entire Agreement

11.1 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 System.