**Appendix A**

**AFFILIATED PROVIDER FORM**
**for Providers who are provided with an HCAI UserID for accessing the HCAI System in electronic format on behalf of an HCAI-enrolled facility**

Health Claims for Auto Insurance Processing ("HCAI") operates a central Accident Benefits health claims transactions processing system (known as the "HCAI System") that permits health care and rehabilitation treatment and assessment plans and invoices ("Claim Requests") to be submitted centrally to automobile insurers ("Insurers") by health care and rehabilitation providers or their intermediaries ("Providers"). Health care and rehabilitation facilities, clinics or practices ("Facility" or "Facilities") and Providers who submit claims on their own behalf must be individually enrolled with HCAI. A Facility that is enrolled in HCAI (i.e., one that has executed an HCAI Enrolment Form) is referred to in the following as an "HCAI-Enrolled Facility"). Any use of the HCAI system, including the submission of any Claim Requests, and any services provided by HCAI are subject to the applicable HCAI Terms and Conditions (set out at <http://www.hcaiinfo.ca>). Providers who deliver services to a claimant through and on behalf of an HCAI-Enrolled Facility, for whose services payment is made to such HCAI-Enrolled Facility and who are issued a UserID for directly accessing the HCAI System in electronic format do not need, for the purposes of their work on behalf of the HCAI-Enrolled Facility, to execute an enrolment form. However, they must agree to the following terms and conditions:

**1.1 Privacy** HCAI will protect personal information and personal health information in accordance with the applicable HCAI Terms and Conditions (including applicable laws). The individual Provider executing this form (referred to in the following as the "Undersigned Provider") authorizes HCAI to: (1) collect, retain and use the information provided by the Undersigned Provider to the HCAI-Enrolled Facility, the Undersigned Provider's other contact information, the Undersigned Provider's treating/prescribing information and any claims submitted by the Undersigned Provider or on the Undersigned Provider's behalf, only as required by HCAI to discharge its obligations under the Statutory Accident Benefits Schedule (O. Reg. 403/96 as amended from time to time) ("SABS"), (2) disclose this information to Insurers from whom the HCAI-Enrolled Facility or patients treated by the Undersigned Provider seek payment of health benefit claims under the SABS, only as required by such Insurers in order that they may investigate and process such claims as required by law, and (3) disclose this information (excluding any personal information that would identify a specific patient) to the Insurance Bureau of Canada (IBC) for the purposes of (i) preventing fraud, and detecting fraud where there are reasonable grounds to suspect fraud; and (ii) without using names, professional registration numbers or any other information that would identify a Provider or HCAI-Enrolled Facility, identifying and analyzing the nature and costs of goods and services that are provided to automobile accident victims including by classes or types of health care providers. HCAI's privacy statement is available at **http://www.hcaiinfo.ca.** For the purposes of this section Provider agrees to and understands that HCAI may pursuant to the written request of FSRA disclose to FSRA Provider information (excluding claimant Personal Information) for any purpose(s) related to the regulatory compliance requirements of the Provider. **For greater certainty in no event will HCAI be liable for any direct, indirect, special, incidental, consequential, aggravated, and exemplary or punitive damages or losses which may arise from a disclosure under this section.**

**1.2 HCAI Electronic Access Terms and Conditions**. The undersigned Provider agrees to the HCAI Electronic Access Terms and Conditions as revised from time to time and which may be obtained from the HCAI-Enrolled Facility or which can be accessed from http://www.hcaiinfo.ca.

The Undersigned Provider acknowledges that HCAI will be relying upon the Undersigned Provider's agreement to the provisions contained in this form, and for further certainty agrees that HCAI shall be entitled to the benefit of these provisions in the event the Undersigned Provider initiates a claim or proceeding against HCAI or any other entity that HCAI has agreed to indemnify in respect of the operation of the HCAI- provided services.

## HCAI Enrolled Facility:

Print Facility Name: ______________________________________________________________________

Print Provider Name: ____________________________

Date: ______________________ Signature:__________________________________

**NOTE: This form must be retained by the HCAI-Enrolled Facility for a period of six (6) years following the last date upon which a Claim Request is submitted on behalf of the Provider executing this form.**