

## Appendix B

### **DEPENDENT PROVIDER HCAI TERMS AND CONDITIONS for Providers delivering services on behalf of an HCAI-enrolled facility and not interfacing directly with HCAI in electronic format**

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 the HCAI-Enrolled Facility and are not submitting claims directly in electronic format to HCAI do not need, for the purposes of their work on behalf of the HCAI-Enrolled Facility, to enrol on an individual basis with HCAI. However, such Providers must agree to the following terms and conditions. This is required for HCAI to permit the HCAI-Enrolled Facility to submit claims for work performed by such Providers without requiring the Providers to enrol directly with HCAI:

**1.1 No Liability.** The individual Provider executing these Dependent Provider HCAI Terms and Conditions (referred to in the following as the “Undersigned Provider”) agrees that he or she (i) will not directly access through electronic means the HCAI System in respect of work performed for the HCAI-Enrolled Facility named below; and (ii) will not submit, or permit to be submitted, any Claim Requests in respect of services performed by the Undersigned Provider other than on behalf of the HCAI-Enrolled Facility named below (although the Undersigned Provider is not precluded from executing additional copies of this agreement in respect of other HCAI-enrolled Facilities and is also not precluded from enrolling in HCAI for the purpose of submitting claims directly on the Provider’s own behalf). Further, the Undersigned Provider acknowledges and agrees that HCAI is not providing services to the Undersigned Provider and that any obligation or liability is owed exclusively to the HCAI-enrolled Facility, which has agreed that 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. The Undersigned Provider agrees to waive any and all claims against HCAI or any other entity for any damages or other liability arising from the provision or failure to provide any service by HCAI or any other matter arising or related to any claims submitted to HCAI in respect of work performed by such Undersigned 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 section 1.2.**

**1.2 Privacy.** HCAI will protect personal information and personal health information in accordance with the applicable HCAI Terms and Conditions (including applicable laws). 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.

The Undersigned Provider acknowledges that HCAI will be relying upon the Undersigned Provider's agreement to these Terms and Conditions, and for further certainty agrees that HCAI shall be entitled to the benefit of these Terms and Conditions 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.**