

## 1. INTRODUCTION

This Agreement governs the Account, the Services, all transactions in the Account, the use of the website, the Third Party Content, and the interactions the Client has with AMB. This Agreement is binding on the Client's heirs, executors, administrators, successors, and assigns. By using and/or receiving the Services, the Client acknowledges that he or she has received, read, and understands this Agreement and agrees to be bound by its terms.

## 2. DEFINITIONS

**"Account"** means the account the Client opens with AMB for the purposes of providing the Services.

**"Agreement"** means these terms and conditions, and may be referred to as "this Agreement".

**"Alberta Health"** means Alberta Health & Wellness and the Ministry of Health as represented by the Government of Alberta.

**"AMB"** means Alberta Medical Billing Inc., and its officers, directors, employees, agents, and representatives. Alberta Medical Billing Inc. is a party to this Agreement.

**"Billing Services"** means the medical billing services provided by AMB to the Client.

**"Billing Sheets"** means the sheet(s), code(s), or document(s) the Client gives AMB, in relation to the Billing Services, to create the Billing Submissions.

**"Billing Submissions"** means the product AMB creates from the Billing Sheets, in relation to the Billing Services, and AMB submits to Alberta Health for payment purposes.

**"Client"** means the individual or entity, other than Alberta Medical Billing Inc., that signs this Agreement. The Client is a party to this Agreement.

**"Date of Service"** means the date that the content of the Billing Sheets arose (for example, the date a patient received treatment).

**"Invoices"** means the document(s) that outline(s) the amount of money the Client owes AMB for the Services.

**"Services"** means, collectively, the website, the Account, the Billing Services, and all other services provided by AMB that relates, either directly or indirectly, to the Services. This Agreement applies to the Services provided by AMB regardless of how the Client accesses or receives them (for example, in person, phone, Internet, or by mobile device).

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**“Statement of Assessment”** means the document(s) that outline the contents of the Billing Sheets that are submitted to Alberta Health. These are created by Alberta Health and/or AMB and they relate to the Billing Services.

**“Third Party Content”** means all information, tool(s), and service(s) available on AMB’s website that are provided by a third party, including, but not limited to, the Alberta Medical Association Fee Navigator, the ICD-9-CM database (and all further revisions), and Alberta Health content.

**“website”** means the Internet site(s) of AMB, whose domain name is registered as <http://www.albertabilling.com>, and through which AMB offers some of the Services.

### 3. CLIENT ACCOUNT AND RELATIONSHIP WITH AMB

**a. Self-Directed Billing Services.** The Client understands and acknowledges that the Services provided by AMB are directed by the Client. The Client is responsible for ensuring that the Billing Sheets are complete and accurate when the Client sends them to AMB. Anything the Client represents in the Billing Sheets may be used by AMB in preparing the Billing Submissions and is sent to Alberta Health at the Client’s own risk.

**b. Fees and Commissions.** The Client will pay all Invoices, charges, taxes, and other fees applicable to his or her Account within 15 days from the date they become payable. AMB may refuse to submit, or delay in submitting, all future and current Billing Submissions without notice to the Client if said payments are not made within one month from the date they become payable. The Client will not hold AMB responsible for any losses or expense caused or incurred by said refusal or delay.

AMB’s fees and pricing will be explained to the Client, either orally, in writing, or otherwise, prior to AMB performing the Billing Services. AMB may change AMB’s fees and pricing at any time by posting changes on the website, sending out a newsletter, sending emails, or by any other means AMB deems appropriate. AMB reserves the right to vary the Client’s fees in any circumstance upon reasonable notice to the Client. AMB may pay a portion of the revenues or fees derived from servicing the Account to third parties that provide services to the Client.

**c. Statements and Confirmations.** It is the Client’s obligation to review all Invoices sent by AMB within 10 business days of delivery, as hereinafter described, following which the Invoices shall be considered binding unless the Client notifies AMB in writing of any objections within 10 business days of receipt. Invoices are deemed to be received: (1) immediately, if the Invoices are sent by electronic means including email; or (2) 5 business days after AMB sends the Invoices by regular mail, if the Invoices are sent by regular mail. It is the Client’s responsibility to advise AMB of any change of electronic address or mailing address.

**d. Statement of Assessment and Obligations.** The Client acknowledges that, currently, Alberta Health sends him or her a Statement of Assessment on a weekly basis. It is the Client’s obligation to review the Statement of Assessment sent by Alberta Health and to notify AMB of any Billing Submissions that have not been submitted to Alberta Health. The Client agrees to indemnify AMB and hold AMB harmless for any loss or expense that the Client sustains as a result of failing to notify AMB in a timely manner. The

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Client acknowledges that Alberta Health may change the frequency at which they send him or her a Statement of Assessment and may refrain from sending a Statement of Assessment at all. The Client will not hold AMB responsible for any failure of Alberta Health to send the Client a Statement of Assessment either in a timely manner or at all. The Client acknowledges that AMB has no control or influence over the information presented in the Statement of Assessment from Alberta Health. The Client will not hold AMB responsible for any information the Client relies on from the Statement of Assessment from Alberta Health.

The Client acknowledges that, if requested in writing, AMB will send the Client a separate Statement of Assessment on a monthly basis. It is the Client's obligation to review the Statement of Assessment sent by AMB and notify AMB of any Billing Submissions that have not been submitted to Alberta Health. It is the Client's obligation to notify AMB if he or she has not received said Statement of Assessment for any given month. The Client agrees to indemnify AMB and hold AMB harmless for any loss or expense that the Client sustains as a result of failing to notify AMB of any Billing Submissions that have not been submitted or any Statement of Assessment the Client has not received in a timely manner.

**e. Payment.** The Client agrees that AMB is not responsible for ensuring the Client is paid. The Client acknowledges that all payments to him or her are made through Alberta Health and/or the Government of Alberta. The Client agrees to indemnify AMB and hold AMB harmless for any loss or expense that the Client sustains as a result of the decision(s), action(s) or non-action(s) of Alberta Health and/or the Government of Alberta.

**f. Deadlines.** The Client acknowledges that Alberta Health, currently, will only accept Billing Submissions within 90 days from the Date of Service (the "Time Limit"). The Client acknowledges that Alberta Health may change the Time Limit at any time and this Agreement will remain in force at the time of such change. It is the Client's responsibility to have knowledge of, and AMB is not responsible for informing the Client of, any new time limits set by Alberta Health.

It is the Client's obligation to send AMB the Billing Sheets and/or notify AMB if there are any Billing Submissions that have not been sent to Alberta Health at least 10 days before the conclusion of the Time Limit or any new time limit set by Alberta Health. The Client agrees to indemnify AMB and hold AMB harmless for any loss or expense that the Client sustains as a result of failing this obligation.

**g. Instructions and Services.**

1. General. AMB may accept and act on instructions from the Client, the Client's agent, or any person authorized on the Account. AMB is permitted to perform the Billing Services and provide Billing Submissions to Alberta Health on behalf of the Client. AMB may refuse to submit, or delay in submitting, the Billing Submissions if AMB determines, in its sole discretion, that the Billing Sheets require clarification or that submitting the Billing Submissions would be unjust, immoral, or unlawful. The Client will not hold AMB responsible for any loss or expense caused or incurred by said refusal or delay.

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2. **Third Party Software.** The Client agrees that AMB may use third party software in performing the Billing Services. The Client agrees to indemnify AMB and hold AMB harmless for any loss or expense that the Client sustains as a result of the Third Party Software.

3. **Account Security.** The Client agrees that AMB may use security procedures for acting upon the Account. The Client acknowledges that such security procedures may include one, some, or all of the following: account owner identification and verification; notice provided via email or phone to account owner and/or authorized agent; and account surveillance and analysis. The Client agrees that said security procedures are commercially reasonable under the circumstances.

**h. Agency Relationships.** The Client agrees that written notice is not required for the Client to designate an agent or any other person or entity to act on the Client's behalf. AMB is permitted to infer that a person is authorized to act as the Client's agent and make decisions on the Account based on, but not limited to, the Client's actions, emails, and verbal and non-verbal communication with AMB. Any inference that a person or entity is entitled to act on the Client's behalf must be reasonable in the circumstances.

**i. Third Party Content.** The Client acknowledges and agrees that AMB has no ownership interest, control over, or influence over the Third Party Content. The Client relies on any information presented by the Third Party Content at his or her own risk. AMB cannot guarantee that the Third Party content will be free of material that the Client may find objectionable or otherwise. The Client agrees to indemnify AMB and hold AMB harmless for any damage, loss, or expense that the Client sustains from viewing, visiting, or relying on the Third Party Content.

**j. Compliance with Laws.** The Client agrees to comply with all laws, rules, and regulations applicable to the Account and/or the Services.

## 4. ABOUT THE CLIENT

**a. Legal Capacity.** The Client represents that he or she is of legal age in the jurisdiction in which they reside and has the capacity and authority to enter into this Agreement.

**b. Accuracy of Information.** The Client represents that all the information he or she provides to AMB is true and correct. The Client will promptly notify AMB in writing within 10 Business Days after any change in such information. AMB may rely upon all information the Client provides to AMB.

**c. Rights, Terms, and Obligations of Account.** Except as required by law or this Agreement, AMB is not obligated to notify the Client of any external events that may effect the Services or the Account. The Client is responsible for knowing the laws, rights, terms, and obligations that relate, either directly or indirectly, to the Services and/or the Account and for monitoring the occurrence of any events or non-events that may effect the Client's ability to be paid by Alberta Health.

## 5. PRIVACY AND CONFIDENTIALITY

**a. Privacy.** AMB will take reasonable measures to protect the privacy and confidentiality of information in its possession about the Account and the Client.

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**b. Phone Conversations and Electronic Communications.** AMB may communicate with the Client by any means, including, but not limited to, phone, email, mail, video, or in-person. AMB may record and monitor any communications with the Client.

**c. Disclosure of Account information.** AMB is specifically authorized to disclose information about the Account, the Services, and the Client to third parties so long as such disclosure is required for or related to, either indirectly or directly, the Services. Nothing in this section detracts from AMB's duty to protect private medical information from disclosure under the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c F-25 (and future amendments), the *Access to Information Act*, RSC 1985, c A-1 (and future amendments), the *Privacy Act*, RSC 1985, c P-21 (and future amendments), and the *Health Information Act*, RSA 2000, c H-5 (and future amendments).

## 7. ARBITRATION

**a. Right to Sue.** The parties to this Agreement give up their rights to sue each other in court.

**b. Dispute.** The parties to this Agreement agree that any controversy arising out of or relating to this Agreement, their relationship, any Services provided by AMB, or the use of the Services, whether arising before or after the date of this Agreement, shall be arbitrated by an independent arms-length Arbitrator of AMB's choosing. The decision of the arbitrator shall be binding on all parties.

**c. Resisting Decision.** If any party unsuccessfully resists an arbitration award rendered under this Agreement, then that party shall pay all costs, legal fees, and expenses incurred by the other party or parties in defending, enforcing, and collecting upon said arbitration award.

**d. Beginning Proceedings.** Arbitration shall be initiated by service upon the other party of a written demand for arbitration or notice of intention to arbitrate.

**e. Enforcement.** Judgment, upon any award rendered by the arbitrator, may be entered in and enforced by any court of competent jurisdiction.

**f. Interest.** Any arbitration award granted shall carry an interest rate of 18% per annum and shall begin accruing from the date the arbitration decision is rendered.

In any controversy about debt owed to AMB or any unpaid Invoices that proceeds to arbitration and/or litigation, the Client agrees that said debt and/or unpaid Invoices will attract a contractual rate of interest of 18% per annum.

## 8. MISCELLANEOUS

**a. Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable. In such event: (1) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision has never comprised a part of this Agreement or was modified to be legal, valid, and enforceable; and (2) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal,

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invalid, or unenforceable provisions or by its severance from this Agreement, to the extent permitted by law.

**b. Entirety of Agreement.** Save for the specific fees and pricing of the Services, this Agreement contains the entire agreement between the Client and AMB; and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Client and AMB, provided, however, any and all other agreements if any, between the Client and AMB and AMB's affiliates, not inconsistent with this Agreement will remain in full force and effect, and if there are any conflicts between this Agreement and any other agreements, this Agreement shall prevail.

**c. Assignments and Escheatment.** The Client may not assign this Agreement or any rights or obligations under this Agreement without first obtaining AMB's prior written consent. AMB may assign, sell, or transfer the Account and this Agreement, or any portion thereof, at any time, without the Client's prior consent.

**d. Amendment.** AMB reserves the right to unilaterally amend this Agreement without prior notice to the Client or as required by law. The current version of this Agreement will be posted on the website and the Client's continued use of the Services constitutes the Client's agreement to be bound by all amendments to this Agreement, regardless of whether the Client has actually reviewed them. AMB is not bound by any verbal statements that seek to amend this Agreement.

**e. Termination.** AMB may terminate this Agreement, end the Services, or close the Account upon three days notice and the Client shall remain responsible for the payments of all obligations incurred for the Services, the Account, or otherwise, rendered up to the date of termination. The Client may terminate this Agreement after paying any obligations owed to AMB and providing 10 business days written notice. This Agreement survives termination of the Account and/or Services. Should the Client choose to terminate this Agreement, AMB may claim the full benefit of any and all protections offered by this Agreement in any arbitration, court, or judicial-like setting.

**f. Force Majeure.** In no event shall AMB be responsible or liable for any failure or delay in the performance of AMB's obligations arising out of our caused by, directly or indirectly, forces beyond AMB's control, including, without limitation, strikes, work stoppages, accidents, sickness, deaths, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, pandemics, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

**g. Indemnification.** The Client agrees to indemnify and hold harmless AMB and its affiliates and their respective officers, directors, employees, agents, and representatives from any and all liabilities, losses, costs, judgments, penalties, claims, actions, damages, expenses, or legal fees (collectively, the "Losses") resulting or arising, directly or indirectly, from the Service or the Account, except to the extent that such Losses are the direct result of AMB's gross negligence or willful misconduct.

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**h. Waiver.** AMB's failure to insist on compliance with this Agreement will not constitute a waiver of any of its rights.

**i. Admissibility of Documents in Proceedings.** A copy of this Agreement is considered to be true, complete, valid, authentic, and admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. The Client will not contest the admissibility or enforceability of AMB's copy of this Agreement in any proceeding arising out of or utilizing this Agreement.

**j. Client's Address.** The Client represents that, at the date this Agreement is executed, the Client's address and electronic address is as follows:

(Street Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(City, Province, Postal Code) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

(Email) \_\_\_\_\_

The Client is responsible for advising AMB in writing of any change of address or electronic address.

The parties have executed this Agreement in Red Deer, Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed and agreed to by:

\_\_\_\_\_  
(Client's Name)

\_\_\_\_\_  
(Client's Signature)

ALBERTA MEDICAL BILLING INC. by it's  
authorized agent:

\_\_\_\_\_  
Authorized Signatory