

ENROLMENT SERVICE CONTRACT

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THIS AGREEMENT made this _____ day of _____,

BETWEEN:

Shield Medical Inc., 300-1275 West 6th Avenue, Vancouver, B.C. V6H 1A6, the head office being located at #210, 10220-156 Street, Edmonton, Alberta T5P 2R1 (hereinafter called "Shield Medical"),

OF THE ONE PART,

-And-

(Hereinafter called "the Employer")

OF THE OTHER PART,

WHEREAS:

- A) Shield Medical is engaged in the administration of benefit plans.
- B) The Employer wishes to engage to assist in the administration of the benefit plan established by the Employer for its employees and their dependents; and
- C) Shield Medical has agreed to provide administrative assistance to the Employer in accordance with the provisions of this Agreement.

NOW THEREFORE Shield Medical and the Employer hereby agree as follows:

1. For the purpose of this Agreement, the following definitions shall apply:
 - a) "Claim" means the amount of money claimed by a Recognized Professional Caregiver or an Eligible Member for services covered by the Plan and provided by the Recognized Professional Caregiver to an Eligible Member.
 - b) "Contestable Claim" means a Claim in respect of which the claims procedure established by Shield Medical has not been followed or the eligibility of which for any reason is subject to determination by the current governing rules.
 - c) "Eligible Member" means any employee or any of the dependents of an employee who is eligible for benefits under the Plan.
 - d) "Eligible employee" means an employee who is an Eligible Member.
 - e) "Employee" means an employee, officer or director of the Employer or a person who has formerly held such position.
 - f) "Participating professional" means a professional who provides services to an Eligible Member.
 - g) "Plan" means the Employer's benefits plan, the terms and conditions of which are set forth and described in Appendix "A".
 - h) "Extra Benefits Claim" means the amount of money claimed by a Recognized Professional Care Giver or an Eligible Member for dental services not covered by or exceeding the limits of the Plan but authorized by the Employer and provided by the Recognized Professional Care Giver to an Eligible Member.
2. Shield Medical shall provide the following assistance to the Employer:
 - a) Vetting of Claims to ascertain their eligibility for payment;
 - b) Determination of Contestable Claims;
 - c) Payment of Claims to Providers or Eligible employees;
 - d) Provision of statements to the Employer in accordance with paragraph 8;
 - e) Consultation with respect to plan design;
 - f) Issue of information to Eligible employees who are residents of British Columbia;
 - g) Provision of claims forms to the Employer and Participating Providers.
3. The Employer shall pay to Shield Medical in the manner provided in this Agreement the amount of all Claims paid to Eligible employees for services provided to Eligible Members plus an administration charge of TEN (10 %) per cent of Claims paid.
4. **Shield Medical will effect payment of an Extra Benefits Claim only if the Employer provides Shield Medical with:**
 - a) **A written request for such payment, outlining the type and cost of the services provided or to be provided;**
 - b) **Supporting invoices and claim forms; and**
 - c) **Payment to Shield Medical of an amount equal to 110 % of the amount of the Extra Benefits Claim.**
Example: \$100.00 (claim) x 110% = \$110.00
5. Shield Medical shall apply the monies paid by the Employer hereunder firstly in payment of Claims and secondly in payment of the administration charges due to Shield Medical
6. Shield Medical shall keep proper and sufficient records and accounts for the purposes of this Agreement. The Employer or its duly accredited agent may at any reasonable time and upon not less than ten (10) days' prior notice to Shield Medical, inspect such records and accounts at the head office of Shield Medical for the purpose of verifying any statement furnished by Shield Medical. Provided however, that any such inspection must be completed not later than five (5) months after delivery to the Employer of such statement. Provided further, that in no event shall any such inspection or planned inspection permit the Employer to delay payment of any amounts required by this Agreement.
7. The Employer shall compile and furnish to Shield Medical a list of all Eligible Members showing the unique identification number of the employee, the name, date of birth and sex of the employee, and the names, dates of birth and sex of all dependents of the employee.
8. The Employer shall notify Shield Medical forthwith if an employee ceases to be eligible under the Plan.
9. Shield Medical may from time to time by not less than sixty (60) days' notice to the Employer amend any of the provisions of this Agreement except the provisions of paragraph 3.
10. This Agreement may be terminated by not less than sixty (60) days' notice given by either party to the other.

11. The Employer shall give notice to Shield Medical of any proposed changes in the Plan and such changes shall form part of this Agreement.
12. Shield Medical shall not be responsible or liable for any act or omission by a Recognized Professional Care Giver or by the employees or agents of a Recognized Professional Care Giver or by any other person performing professional services covered under the Plan or for the availability, quality or results of any services or for the failure of an Eligible Member to obtain plan services.
13. For the purpose of determining the eligibility of any Claim, the Director shall have the exclusive right to determine any question which may arise in connection with any Claim and any such determination made in good faith shall be conclusive and binding upon the Employer and Shield Medical.
14. Any controversy or claim arising out of or relating to this Agreement or its breach between or by either or both of the parties shall be determined by a single arbitrator agreeable to both parties. If the parties fail to agree upon an arbitrator or if such arbitrator fails to act, then another arbitrator may be appointed by a Justice of the Court of Queen's Bench of British Columbia upon the application of either party. The decision of the arbitrator shall be final and binding on both parties. The arbitration shall be governed by the Arbitration Act of British Columbia.
15. If any part of this Agreement or any amendment of it shall be determined by any arbitrator, court or other competent authority to be illegal, void or unenforceable, such determination shall not abrogate this agreement or any part of it other than the part to be illegal, void or unenforceable, and all other provisions of this Agreement shall remain in full force and effect, unless the invalid part shall be an essential term.
16. Notwithstanding any other provision of this Agreement, if the Employer fails to pay Shield Medical when due any of the amounts provided for in this Agreement:
 - a) Shield Medical may refuse or suspend payment of claims until the default is remedied; and
 - b) Shield Medical may terminate this Agreement forthwith by notice to the Employer, whether or not payment of Claims has been refused or suspended.
17. In the event of termination of this Agreement for any cause, Shield Medical shall not be required to pay any Claims relating to services provided after the date of termination. Shield Medical shall be under no obligation to pay any Claims relating to services provided before the termination date unless they are presented to Shield Medical for payment within sixty (60) days after the termination date. The Employer shall remain responsible for payment to Shield Medical of all Claims in respect of services provided before the termination date plus the administration overhead charge of such Claims. The administration overhead charge is noted in paragraph 3.
18. When benefits provided under the Plan are available to an Eligible Member under any benefit or insurance plan, the benefits of the other plan will be deemed payable prior to the application of benefits under the Plan. The amount payable under the Plan will be limited to the extent that the total amount available under all coverage's will not exceed one hundred (100%) per cent of the allowable expenses.
19. This Agreement, including the terms defined in paragraph 1, shall be construed with all changes in gender and number required by the context.
20. This Agreement shall be deemed to have been made in and shall be governed by the laws of the Province of British Columbia.
21. Time shall be of the essence of this Agreement.
22. No waiver by either party of any breach of any provision of this agreement shall be taken or held to be a waiver of any other breach of the same provision.
23. Notices required to be given under this Agreement shall be in writing given to the parties at their respective addresses set forth above. Either party may change its address for notices at any time by written notice to the other. Notices given by mail shall be deemed to have been received on the second postal delivery day next following the date of mailing. Provided that in the event of disruption of mail service a notice shall only be effective if actually delivered.
24. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.
25. This Agreement and the appendices and any amendments embody the entire agreement between the parties with regard to the subject matter.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized signing officers effective as of the day and year first above written.

Shield Medical Inc.

Per: X _____

Employer:

(Print Company Name)

Per: X _____
