

Information Bulletin

March 3, 2022

Attention: BCCA Members

Subject: Chiropractic Services Amendment

WorkSafeBC has amended the Chiropractic Services Agreement which commenced January 1, 2020. The Chiropractor will be deemed to have agreed to these terms and conditions upon submitting an invoice or request for payment to WorkSafeBC. This Agreement is made pursuant to the authority and requirements of the *WCA* and specifically sections 21(6) and 56.

We have highlighted in **RED** the changes below.

This Chiropractic Services Agreement ("**Agreement**") sets out the terms and conditions for Chiropractors who deliver Chiropractic Services to injured workers and the Workers' Compensation Board ("**WorkSafeBC**"). A Chiropractor **that is new to providing Chiropractic Services under this Agreement** will be deemed to have agreed to these terms and conditions upon submitting their first invoice or request for payment to WorkSafeBC. **A Chiropractor that has previously agreed to this Agreement will be deemed to have agreed to the terms of this amended version of the Agreement on the next submission by the Chiropractor of an invoice or request for payment to WorkSafeBC.** This Agreement is made pursuant to the authority and requirements of the *WCA* and specifically sections 21(6) and 56.

In Section 4 - When this Agreement ends or is terminated,

- (e) "where this Agreement has been terminated, except as permitted under subsection (b), the Chiropractor will not provide any further chiropractic services to any Injured Workers, whether under this Agreement or otherwise, and the Chiropractor will be prohibited from creating a new contract for Services between the Chiropractor and WorkSafeBC, whether through the Voting Software or by submitting an invoice or request for payment to WorkSafeBC, and any attempt by a Chiropractor to create a new contract by any means will be ineffective."

This Section 0 will survive the termination or expiration of this Agreement.

**In Schedule A,
Qualifications** in Section 10

1. If the Chiropractor is subject to any College imposed restrictions or limitations at the start of the Term, or if during the Term the College imposes any restrictions or limitations on the Chiropractor, the Chiropractor must immediately notify WorkSafeBC. WorkSafeBC shall determine, in its sole discretion, whether such restriction or limitation affects the Chiropractor's ability to provide the Services under this Agreement. If WorkSafeBC determines that such restriction or limitation affects the Chiropractor's ability to provide the Services under this Agreement, WorkSafeBC shall notify the Chiropractor of its determination and may at its discretion elect to suspend the Chiropractor from performing Services under this Agreement with immediate effect, or immediately terminate this Agreement under section 3(d) of the Agreement. WorkSafeBC shall have no liability to pay the Chiropractor for any Services rendered after the date of the notification.

General in Section 35

- This Agreement and its schedules constitutes the entire agreement between the parties regarding the Services and supersedes all proposals or prior understandings, communications, representations and agreements, whether oral or written. No modification of this Agreement shall be effective unless in writing and signed by the parties. In the event of a conflict between a schedule and a provision in the body of the Agreement or between the Reference Manual and the body of this Agreement or a schedule, the provision in the body of the Agreement or schedule, as applicable, will apply. Sections 28, 29, 30, and 32 of this Schedule A, the Additional Terms and Conditions set out in Schedule B, and Schedule C survive the termination or expiration of this Agreement.

General in Section 38

- "WorkSafeBC's rights and remedies under this Agreement are cumulative, and the exercise of one right or remedy does not preclude, exclude or waive the right to exercise any other. WorkSafeBC's rights and remedies under this Agreement are in addition to any other rights and remedies that WorkSafeBC may have at law"

We thank you for the continued care you provide to injured workers across British Columbia.

If you have any questions please don't hesitate to contact us.

Contact us

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For more information about other health care programs at WorkSafeBC, visit us online at <https://www.worksafebc.com/en/health-care-providers>