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CONTRACT #H001487

CHIROPRACTIC SERVICES

Memorandum of Agreement effective October 11, 2010

BETWEEN:

BRITISH COLUMBIA CHIROPRACTIC ASSOCIATION (BCCA)

A professional (not for profit) society having its head office at
#125 – 3751 Shell Road,
Richmond, BC V6X 2W2

("BCCA")

AND:

WORKERS' COMPENSATION BOARD OF BRITISH COLUMBIA,

a body corporate, having its head office at 6951 Westminster Highway,
Richmond, BC V7C 1C6

("WorkSafeBC")

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BACKGROUND

WorkSafeBC (Workers' Compensation Board of BC) is created by and charged with the administration of the *Workers Compensation Act* R.S.B.C. 1996 c. 492 as amended from time to time (the "Act"). Under the Act WorkSafeBC has been given the authority to provide health care and rehabilitation services to Workers who sustain injuries that arise out of and in the course of their employment. In the exercise of that authority WorkSafeBC has established a series of programs and services with different criteria and mandates that are designed to meet Injured Worker and referral source needs, and to assist Injured Workers with recovery from injury with a primary focus on Return to Work in a safe and timely manner.

WorkSafeBC and BCCA hereby agree to the following terms and conditions under which Chiropractors shall provide Services to WorkSafeBC. Wherefore WorkSafeBC and BCCA agree as follows:

DEFINITIONS

The following phrases shall have the following meanings when used in this Agreement (The "Agreement").

Board Officer:	A WorkSafeBC Case Manager, Entitlement Officer, Vocational Rehabilitation Consultant or other as designated.
CCBC:	College of Chiropractors of British Columbia.
Chiropractor:	A doctor of chiropractic who is a registrant with CCBC.
Injured Worker / Worker:	The individual as defined in the <i>Workers Compensation Act</i> (the "Act"), who is entitled to compensation under the Act and who receives Services under this Agreement.
Party:	WorkSafeBC and/or BCCA.
RTW:	Return to Work.
Services/ Chiropractor Services:	The chiropractor services provided by or under the direction of qualified Chiropractors to WorkSafeBC under this Agreement and only as described in Schedules A, C and at the rates set out in Schedule B.
WorkSafeBC, WCB or the Board:	The Workers' Compensation Board of British Columbia.
WorkSafeBC Sponsored Rehabilitation Services:	A term used to describe the network of Services, established by WorkSafeBC. These are a series of Services with different criteria and mandates that are designed to meet Injured Worker and referral source needs, and to assist Injured Workers with return to work in a safe and timely manner.

SERVICES

- 1.1 **Services:** The Chiropractor shall provide to WorkSafeBC the Services only as described in Schedules A, C, and at the rates set out in Schedule B. The Schedules are attached to and form part of this Agreement. The Services shall be provided in compliance with all criteria, policies and procedures detailed in this Agreement.

- 1.2 Concurrent Care: It is the Chiropractor's responsibility to determine if the Injured Worker is receiving other types of treatment from WorkSafeBC. The Chiropractor shall not provide Services to Injured Workers who are concurrently receiving other types of treatment, unless it is either pre-approved by the Board Officer or is the exception outlined in 7.5.

Where reports indicate an Injured Worker is receiving concurrent treatment, the claim will be referred to a Board Officer for review. There are cases where concurrent care may be deemed acceptable pursuant to Section 21(2) of the Act. Where concurrent treatment is reasonable, approval will be granted. If approval for concurrent care is denied, in those cases where medical reports have been submitted within a three (3) day period, corresponding health care benefit accounts will be paid to the date of written notification.

- 1.3 Non-Exclusive Agreement: This Agreement is a non-exclusive Agreement. BCCA agrees and acknowledges that WorkSafeBC contracts with Chiropractors for a number of specific Services for the WorkSafeBC Sponsored Rehabilitation Services outside of this Agreement. BCCA agrees and acknowledges that WorkSafeBC may continue with and offer such agreements for these Services to Chiropractors, at its sole discretion.

BCCA agrees and acknowledges that WorkSafeBC, its directors, officers, employees, or agents have not made any representations or warranties in regard to the quantity of referrals or requests for the Services during the Term of this Agreement. BCCA acknowledges that any referrals or requests for Services made by WorkSafeBC under this Agreement are only as required by WorkSafeBC.

- 1.4 The Act: This Agreement is entered pursuant to the Workers Compensation Act R.S.B.C. 1996 c. 492 as amended (the "Act") and the Services provided under this Agreement are subject to the provisions of the Act.

TERM

- 2.1 Initial Term: The term of the Agreement under which Chiropractors will provide Services to WorkSafeBC as described in Schedules A, B, and C, is for a period of **seven (7) years** commencing on **October 11, 2010** and terminating on **October 10, 2017** (the "Term").
- 2.2 Compensation Re-opener: A compensation re-opener can be exercised to cover the period of October 15, 2015 to October 10, 2017. The re-opener will be restricted to the current model and fee codes as described in Schedule B.
- 2.3 Compensation Re-opener Fees: BCCA may exercise the re-opener for either a rate increase based on COLA (WorkSafeBC legislated at CPI less 1%) or negotiate rate changes in accordance with clause 2.2.
- 2.4 Continuation of Agreement: This Agreement shall continue in effect after the expiration date until it is replaced by a new or amended Agreement.

RELATIONSHIP BETWEEN WORKSAFEBC AND BCCA

- 3.1 BCCA: WorkSafeBC recognizes BCCA as the official authorized body to negotiate the terms of this Agreement on behalf of the Chiropractors that wish to provide Services to WorkSafeBC.

- 3.2 Designates: WorkSafeBC designates the Vice-President responsible for Health Care Services and/or other WorkSafeBC designate, and BCCA designates the Executive Director for the purposes of administering this Agreement.
- 3.3 Consultation: WorkSafeBC shall inform and consult with BCCA in accordance with clause 4.0 Liaison Committee as set out in this Agreement before implementing changes which will materially affect the working relationship between WorkSafeBC and the Chiropractors who perform Services for WorkSafeBC under the terms of this Agreement. In the event BCCA disagrees with any change WorkSafeBC implements, BCCA will have the right to proceed to clause 26.0 Dispute Resolution as set out in this Agreement.
- 3.4 Reports: WorkSafeBC shall make available to BCCA, free of charge, reports that are regularly generated by WorkSafeBC for internal management purposes, subject to the *Freedom of Information and Privacy Act*. Other reports may be generated and shared with BCCA on a fee for service basis in respect to specific requests made by BCCA. The fee shall be waived if the Liaison Committee agrees that the report is mutually beneficial.

LIAISON COMMITTEE

- 4.1 WorkSafeBC and BCCA shall participate in a WorkSafeBC/BCCA Liaison Committee (the “Liaison Committee”) to address terms of reference, areas of mutual interest and/or concern. The operation of the Liaison Committee shall in no way conflict or interfere with the WorkSafeBC requirement/ obligation to direct, supervise, and control the provision of health care as set out in section 21(6) of the Act. In the event of a conflict the provisions of section 21(6) of the Act shall prevail.
- 4.2 Membership and Chair:
- 4.2.1 Membership on the Liaison Committee shall consist of not more than three (3) members representing BCCA and not more than three (3) members representing WorkSafeBC. By mutual agreement of the Parties, the membership on the Liaison Committee may be increased only where the representation of the Parties is equal. Each Party shall assume the costs of their own member’s participation.
- 4.2.2 One (1) representative of BCCA shall be a senior member or designate and one (1) representative of WorkSafeBC shall be a senior member or designate.
- 4.2.3 The Liaison Committee shall be comprised of two (2) chair persons. One (1) chair person shall be selected from BCCA’s representatives and one (1) chair person shall be selected from WorkSafeBC’s representatives. The chairing of meetings shall be rotated between the chair persons. Support for the meetings will be similarly appointed.
- 4.3 Meetings: The Liaison Committee shall meet upon a mutually agreeable basis. The frequency of the meetings shall be specified in the terms of reference.
- 4.4 Terms of Reference:
- 4.4.1 The Liaison Committee will review matters involving and affecting processes and the relationship between WorkSafeBC and BCCA, whether of its own volition or in response to a referral from either Party, or both, and will make recommendations to the Parties on those matters.

- 4.4.2 The Liaison Committee will attempt to resolve any disagreement between WorkSafeBC and BCCA and/or the Chiropractor which are referred to it and in accordance with clause 26.0 Dispute Resolution.
 - 4.4.3 The Liaison Committee shall determine its own procedures.
 - 4.4.4 The Liaison Committee's terms of reference and strategic plan will be reviewed annually.
 - 4.4.5 Changes to the content of this Agreement and fee negotiation are beyond the terms of reference for the Liaison Committee.
 - 4.4.6 Process change to establish BCCA's role to jointly evaluate non-compliance with the Agreement, to then educate and alert Chiropractors, before referring to WorkSafeBC's discretion for the removal of Chiropractors from providing Services in the Chiropractor network.
 - 4.4.7 The Liaison Committee will be responsible for managing the approval process for treatment for extenuating circumstances including developing decision making criteria and approving individual requests to provide treatment beyond eight (8) weeks in keeping with WorkSafeBC policy.
- 4.5 **Objectives:** The Liaison Committee's primary objectives include, but are not limited to:
- 4.5.1 Improving disability management for Injured Workers.
 - 4.5.2 Establishing evidence-based principles for the treatment of Injured Workers.
 - 4.5.3 Providing consultation and input relevant to clinical practice, including communication strategies for Chiropractor services including brochure and form development, reporting requirements and billing processes. (Note: WorkSafeBC will produce a version of the Chiropractic brochure in Punjabi.)
 - 4.5.4 Consultation on the educational needs of BCCA members and WorkSafeBC employees regarding the practice of Chiropractor and recommending an educational strategy to address those needs.

CURRENT ELECTRONIC PAYMENT SYSTEM

- 5.1 The Chiropractor must use the electronic payment system for invoicing as specified by WorkSafeBC. The current system available for electronic submission of invoices is the Medical Services Plan (MSP) Teleplan system, unless the Injured Worker does not possess a valid Personal Health Number (PHN).
- WorkSafeBC continues to pursue electronic commerce and communication initiatives with Injured Workers, employers and providers of goods and services. The obligations with respect to electronic connectivity may change during the term of this Agreement.

FUTURE TECHNOLOGY AND DATA REQUIREMENTS

- 6.1 The Chiropractor shall possess and maintain the most advanced personal computer technology to meet the security and compatibility requirements of WorkSafeBC at any time during the term of this Agreement, as specified by WorkSafeBC. This includes but is not limited to computer equipment, hardware, software, security firewall and web browsers that must be current within six (6) months of all security patches and upgrade.

- 6.2 In addition, the Chiropractor shall comply with WorkSafeBC requirements for submission of data in the prescribed format with ninety (90) days notification from WorkSafeBC. This may include, but is not limited to, the submission of invoices and report forms.
- 6.3 WorkSafeBC may change technology systems for invoicing, reporting and data submission for the Services at any time during the Term of this Agreement. WorkSafeBC reserves the right to use third party software to administer data requirements in the future. The Chiropractor agrees to use this third party software and possess any necessary personal computer technology required for the compatibility requirements as specified by WorkSafeBC.
- 6.4 Fee Service Supplement: WorkSafeBC, in its discretion, may supplement the fees to a Chiropractor for a limited time to manage offset reasonable expenses incurred by the Chiropractor in association with but not limited to clause # 6.3. WorkSafeBC shall provide written notification to both the BCCA and the Chiropractors regarding the terms of the fee service supplement.

INVOICING

- 7.1 Authorized Services: The Chiropractor shall only submit invoices to WorkSafeBC for authorized Services as described and in compliance with Schedule A, and B. No additional charges shall be invoiced to or payable by WorkSafeBC.
- 7.2 Fee Item Codes: The Chiropractor shall only submit invoices that reference the appropriate fee item code as described in Schedule B.
- Chiropractor acknowledges the WorkSafeBC Board Officers do not have the authority to deviate from the Fee Schedule specified herein.
- 7.3 WorkSafeBC Claim Status: The Chiropractor shall be responsible to determine the status of an Injured Worker's claim.
- 7.4 Reimbursement to the Injured Worker: Where the Injured Worker's claim is pending and/or is initially not treated as an Injured Worker and the claim is subsequently accepted by WorkSafeBC, the Chiropractor shall reimburse the Injured Worker for all amounts received from the Injured Worker. The Chiropractor shall then invoice WorkSafeBC for the provision of Services under this Agreement as described in Schedule B.
- 7.5 Charges to the Injured Worker: The Chiropractor shall not charge any fees or charges of any nature for the Services or supplies provided under this Agreement directly or indirectly to the Injured Worker who has a claim accepted by WorkSafeBC or, any other individual, business or other entity, with the following exception:
- Injured Workers may choose to elect Chiropractic Services for areas other than the injured area accepted on a WorkSafeBC claim while attending a Chiropractor for work-related injuries.
- The Chiropractor may charge a fee to the Injured Worker when the Services are provided for areas other the WorkSafeBC accepted area of injury. The Injured Worker must acknowledge prior to the Services being provided that they understand this fee is the Injured Worker's responsibility and is not be reimbursed by WorkSafeBC.
- 7.6 Missed, Late or Cancelled Appointments: The Chiropractor shall not invoice WorkSafeBC for missed, late, or cancelled appointments.

- 7.7 Supplies: Board officer approval must be obtained for supplies over \$50.00 provided to an Injured Worker.
- 7.8 Invoice Submission: The Chiropractor shall submit invoices within seven (7) calendar days of the completion of the Services in order to facilitate the timely notification of disallowed or suspended claims or concurrent treatment in accordance with Schedule B. Invoices received after ninety (90) days from the completion of the Services may not be paid by WorkSafeBC pursuant to section 56 (3) of the Workers Compensation Act R.S.B.C. 1996 c. 492 as amended (the "Act").
- 7.9 Invoice Business Name: The Chiropractor shall use the same business name referenced on all invoices submitted by the Chiropractor.
- 7.10 Currency: The Chiropractor shall submit all invoices in Canadian funds.
- 7.11 HST: WorkSafeBC is subject to the Harmonized Sales Tax ("HST"). Where applicable, the Chiropractor shall indicate HST separately on each line item on all invoices and include the Chiropractor's GST/HST registration number.

PAYMENT

- 8.1 Fee Schedule: WorkSafeBC shall pay the Chiropractor in accordance with Schedules A, and B for providing Services only if the Services are authorized by WorkSafeBC and if the Chiropractor has provided the Services in compliance with the terms and conditions of this Agreement.
- WorkSafeBC will pay the full cost of the office visit, and when applicable a form fee if the injury is work related and the injury is the primary reason for the office visit. Payments for all other injuries and complaints fall outside the jurisdiction of WorkSafeBC by virtue of the Act.
- 8.2 WorkSafeBC Claim Status: WorkSafeBC shall pay the Chiropractor in accordance with Schedule A, clause 4.1 and Schedule B – Fee Schedule where the Injured Worker's claim has been accepted by WorkSafeBC or where the claim is pending on the date of the Initial Visit and is subsequently not accepted or where the Injured Workers is not treated as an Injured Worker.
- 8.3 Chiropractic Treatment (note: The flat fee for Treatment replaces the Subsequent Visit Fee): WorkSafeBC will only pay the flat fee for treatment visits as noted in Schedule A, clause 4.2 if the claim has been accepted by WorkSafeBC. If the initial visit is greater than eight (8) weeks from the date of injury, the Chiropractor shall contact the Board Officer to clarify the claim status prior to providing service.
- The Board Officer will inform the Chiropractor if treatment will be covered by WorkSafeBC. Any visits including the Initial Visit will not be reimbursed if treatment is not authorized.
- 8.4 Return to Work Outcomes: The Parties agree the Return to Work expectation of this agreement will continue to meet the historical outcomes of 60% Return to Work. Following mutual review, WorkSafeBC reserves the right to re negotiate the agreement and will provide six (6) months notice, should Return to Work outcomes not meet this expectation.
- 8.5 Invoice Returns: WorkSafeBC shall notify the Chiropractor of invoices containing discrepancies or errors, noting areas for correction. If the defect is minor, WorkSafeBC may correct the invoice. WorkSafeBC shall not pay the Chiropractor until an invoice complies with the terms of this Agreement and is received by WorkSafeBC or the invoice has been corrected by WorkSafeBC.

- 8.6 Currency: WorkSafeBC shall submit all payments in Canadian Funds.
- 8.7 Interest: Interest will be paid on outstanding accounts according to WorkSafeBC policy and only on accounts submitted through HIBC Teleplan.

QUALIFICATIONS OF CHIROPRACTORS

- 9.1 Qualification: During the Term of this Agreement, the Chiropractor shall possess the appropriate professional qualifications and licenses as required by the CCBC for Services provided in Schedule A.
- 9.2 Qualification Review: WorkSafeBC may undertake a review to confirm the professional credentials of the Chiropractor at any time during the Term of this Agreement. If WorkSafeBC determines that the Chiropractor does not possess the required qualifications, WorkSafeBC may proceed to clause 30.0 Termination of the Services **provided** by a Chiropractor as set out in this Agreement.

RECORDS AND AUDIT RIGHTS

- 10.1 The Chiropractor shall maintain all clinical records, business records, accounting records, books, time sheets, invoices and any other documents concerning the Services provided and invoiced by the Chiropractor under this Agreement (the “Clinical and Business Records”), together with all relevant documents and materials for the duration of this Agreement, including any and all renewals of this Agreement and for a further seven years following the completion or termination of this Agreement (the “Records Retention Period”).
- 10.2 When requested by WorkSafeBC, the Chiropractor shall during the Records Retention Period make available the Clinical and Business Records together with the supporting documents to WorkSafeBC for review, inspection, audit, or reproduction by their employees and/or subcontractors or authorized representative, during normal business hours at the Chiropractor office or place of business. The Chiropractor shall not charge any fee for the cost of reproduction of the Clinical and Business Records required under this Agreement.
- 10.3 WorkSafeBC may, at any time during the Records Retention Period audit all the Chiropractors Clinical and Business Records concerning Services provided under this Agreement, including any and all documents and other materials, in whatever form they be kept, upon which the Clinical and Business Records are based.
- 10.4 Upon receipt of a request from WorkSafeBC, the Chiropractor, shall, within two (2) business days, give WorkSafeBC full access to the Chiropractor’s complete file, including the Clinical and Business Records in respect to Services provided to an Injured Worker pursuant to this Agreement. This may include but is not limited to, identifying previous injury or illness rather than to the current claim or area of injury in question from a previous claim.

CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 11.1 In this Agreement Information includes “record” and “personal information” as defined in B.C. *Freedom of Information and Protection of Privacy Act* (FIPPA). Any Information supplied by the Chiropractor to WorkSafeBC and any Information supplied by WorkSafeBC to the Chiropractor under this Agreement is subject to FIPPA.

- 11.2 The Chiropractor shall comply with Schedule C and will treat as confidential, and except insofar as such publication, release or disclosure is necessary to enable the Chiropractor to fulfill its obligations under this Agreement will not, without the prior written consent of WorkSafeBC, publish, release or disclose or permit to be published, released or disclosed, any Information supplied to, obtained by, or which comes to the knowledge of the Chiropractor as a result of this Agreement, except as may be specifically provided for in this Agreement. In such instances, the Chiropractor shall advise WorkSafeBC prior to disclosing the information. The Chiropractor further agrees the collection, use, storage, access and disposal of the Information shall be in compliance with the FIPPA and in particular with Part 3 of FIPPA and as may be specifically provided for in this Agreement. The confidentiality requirement is not avoided by removing references to names or other identifying Information. Any violation of this confidentiality requirement or any breach of any relevant privacy legislation constitutes a fundamental breach of this Agreement and gives rise to an immediate right on the part of WorkSafeBC to terminate this Agreement and may result in WorkSafeBC taking legal action against the Chiropractor. The decision to terminate this Agreement or to seek an alternative remedy shall be in the sole discretion of WorkSafeBC. When any Information is no longer required by the Chiropractor to carry out the Agreement or as required by law it shall be destroyed in accordance with the standards set by FIPPA and clause 11.5.
- 11.3 The Chiropractor will allow WorkSafeBC to disclose Information in accordance with FIPPA.
- 11.4 Any Information or records retained by the Chiropractor should be securely stored and measures must be in place to restrict access to authorized personnel only. Measures should be taken to protect information and records from fire, flood, natural disaster, criminal activity or unauthorized access to systems and data.
- 11.5 Information may be destroyed after compliance with the contracted retention period or that of the professional governing body/college of the Chiropractor whichever imposes the higher standards. The Information must be disposed of in a safe and secure manner that prevents any disclosure of personal information.

ADVERTISING, PUBLICATION OR SOLICITATION

- 12.1 The Chiropractor shall not advertise its relationship with WorkSafeBC or use the WorkSafeBC's name, trademark (WorkSafeBC) or any contents of this Agreement in any advertising, mailing list or publication, written or verbal, except the Chiropractor may use the following statement in its advertising: "WorkSafeBC Claims Accepted".
- 12.2 The Chiropractor will not use the name of any Injured Worker for any advertising, solicitation, in any mailing list or publication, written or verbal, without prior written consent from the Injured Worker.
- 12.3 Any use or reference by the Chiropractor to this Agreement to promote, solicit, or disseminate information regarding the details of this Agreement is prohibited except as allowed in clause 12.1 of this Agreement.
- 12.4 If WorkSafeBC, in its sole discretion, determines that the use of the phrase noted in 12.1 hereof is inappropriate or in any way causes harm to WorkSafeBC or its reputation WorkSafeBC may in writing direct the Chiropractor to cease using any reference to WorkSafeBC in its advertising or may terminate this Agreement or both.

WORKSAFEBC ASSESSMENT REGISTRATION

- 13.1 As a condition of the Agreement, the Chiropractor shall be registered and in good standing with the Assessment Department of WorkSafeBC if required or permitted under the Act and shall maintain such good standing during the term of this Agreement and any subsequent renewals. If the Services are provided outside of British Columbia the Chiropractor shall be registered if required or permitted and in good standing with WorkSafeBC or similar authority within that jurisdiction, and shall maintain such good standing during the term of this Agreement and any subsequent renewals.

RIGHT OF SET OFF

- 14.1 If, under this Agreement, or any document delivered under this Agreement, WorkSafeBC becomes obligated or liable to pay any money to the Chiropractor, WorkSafeBC may, without limiting or waiving any right or remedy against the Chiropractor under this Agreement, set off against and apply that sum to any amounts owing by the Chiropractor to WorkSafeBC, including but not limited to prior over billing, and accounts for assessments levied against the Chiropractor by WorkSafeBC, pursuant to the Act, which are due and owing by the Chiropractor to WorkSafeBC, until that amount has been completely set off.

OCCUPATIONAL HEALTH AND SAFETY

- 15.1 The Chiropractor shall at all times during the term of this Agreement and any subsequent renewals provide a safe and healthy environment for the Injured Worker and comply with all applicable health and safety regulations under the Act including while conducting job site visits. The Chiropractor shall educate the Injured Worker regarding emergency evacuation procedures. These procedures shall be maintained and posted by the Chiropractor.
- 15.2 WorkSafeBC is responsible for Worker and workplace safety in British Columbia, and for ensuring compliance with the Workers Compensation Act (the Act) and the regulations under the Act (the Regulations). As such it is important that any Chiropractor performing Services for WorkSafeBC complies with the Act and Regulations in order to promote Worker and workplace safety. During the Term of this Agreement the Chiropractor shall ensure that all work performed in British Columbia by the Chiropractor, whether for WorkSafeBC or anyone else, whether under this Agreement or not, is performed in compliance with all applicable health and safety regulations and guidelines, including without limitation the Act and Regulations. If the Chiropractor does not comply with this requirement, the WorkSafeBC may terminate this Agreement for cause.

INCIDENT REPORTING

- 16.1 The Chiropractor shall report, verbally and in writing, to the WorkSafeBC Program Manager of Health Care Services and Case Manager, any physical or psychological trauma sustained by or any complaints relating to service reported by Injured Workers while attending the Chiropractor's facility. The incident or trauma must be reported within twenty-four (24) hours of the Chiropractor becoming aware of it having occurred. This does not preclude other notification required to be given by the Chiropractor or to his insurer or the BCCA.

THREAT AND HAZARD

- 17.1 The Chiropractor, his and her employees, servants, agents and subcontractors are required to, as soon as possible and no later than twenty-four (24) hours from being made aware of the threat, report to WorkSafeBC any threats, whether perceived or actual made by Injured Workers. Threats include, but are not limited to: physical threats and suicide threats.

Reports shall be made to the WorkSafeBC Corporate Security Department at (604) 279-7578.

COMPLIANCE WITH LAWS AND REGULATIONS

- 18.1 The Chiropractor shall comply with the provisions of all Provincial and Federal legislation, regulations, orders, and directives and Municipal by-laws in the province in which they operate their business, or as they apply to the provision of Services.

INSURANCE

- 19.1 During the term of this Agreement and any subsequent renewal, the Chiropractor shall at their own expense and without limiting their liability under this Agreement insure their operations for providing the Services as described in Schedules A, B and C under a contract of either comprehensive or commercial general liability, with an insurer licensed in British Columbia or in the province where the Chiropractor is located, in an amount of not less than \$2 Million per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. Such insurance shall include blanket coverage for contractual liability.
- 19.2 Professional Liability: The Chiropractor shall, at their own expense, and without limiting their liability herein insure their operations as required by the CCBC, insuring against malpractice. The Chiropractor shall carry this insurance for the term of this Agreement and any subsequent renewals.
- 19.3 Evidence: At any time during the Term of this Agreement, at the request of WorkSafeBC, the Chiropractor shall provide written proof of continuing insurance to WorkSafeBC.

INDEMNIFICATION

- 20.1 The Chiropractor shall indemnify and hold harmless WorkSafeBC, their directors, officers, employees, servants, agents, and subcontractors, from any and all claims, demands, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Chiropractor, their directors, officers, employees, servants, agents, and subcontractors, in the performance by the Chiropractor of this Agreement.

FORCE MAJEURE

- 21.1 Neither Party and/or Chiropractors will be liable for any failure or delay to perform that Party's and/or Chiropractor's obligations resulting from any cause beyond that party's reasonable control, including but not limited to fires, strikes, work stoppages, acts of government, accidents or delays caused by material shortages. The Chiropractor shall use reasonable efforts to resume its obligations with the least possible delay.

INDEPENDENT CONTRACTOR

- 22.1 The Chiropractor is an independent contractor and neither the Chiropractor, nor their directors, officers, employees, servants, agents, or subcontractors are the directors, officers, employees, servants, agents, or subcontractors of WorkSafeBC.
- 22.2 The Chiropractor shall not, in any manner whatsoever, commit WorkSafeBC to the payment of any money to any person, firm or corporation. WorkSafeBC is not responsible for any deductions or remittances for the Chiropractor or the Chiropractor's employer.
- 22.3 WorkSafeBC may, from time to time, give such instructions as it considers necessary to the Chiropractor in connection with the provision of the Services. The Chiropractor shall comply with these instructions, but the Chiropractor will not be subject to the control of WorkSafeBC with respect to the manner in which such instructions are carried out except in regard to general WorkSafeBC standards, policies and guidelines.

ASSIGNMENT

- 23.1 The Chiropractor shall not assign, either directly or indirectly, this Agreement or any rights, duties, or obligations of the Chiropractor arising pursuant to this Agreement, except as outlined in the CCBC's Professional Bylaws regarding Delegation and Supervision, including any and all amendments.
- 23.2 The Chiropractor shall only assign or transfer any interest or delegate any responsibility arising out of this Agreement to a member that is in good standing as recognized by the CCBC, is in good standing with WorkSafeBC and who agrees to accept the Terms and Conditions of this Agreement.
- 23.3 The Chiropractor shall ensure the member in good standing complies with the clinical practice statement and the contents of this Agreement.

STANDARD OF CONDUCT

- 24.1 The Chiropractor shall perform all Services in a professional manner satisfactory to WorkSafeBC, in accordance with the *Health Professions Act*, Chiropractor Regulations and the bylaws of the CCBC.
- 24.2 WorkSafeBC has a Standards of Conduct Policy, a Personal Harassment Policy, and a Scent Safety in the Workplace Policy. The Chiropractor and all employees, servants, agents and/or subcontractors shall familiarize themselves with these and conduct themselves accordingly. The three (3) policies will be provided upon request and are available for viewing under "Purchasing Policies and Terms; Bid Opportunities" at <http://www.worksafebc.com>.

CONFLICT OF INTEREST

- 25.1 The Chiropractor shall ensure that Services are provided to WorkSafeBC without any conflict of interest. Examples of conflict of interest include, but are not limited to:
- a personal relationship between any officer, director, employee, servant or agent of the Chiropractor and any other person which results in Injured Workers being referred to the Chiropractor;

- any officer, director, employee, servant or agent of the Chiropractor approaching WorkSafeBC personnel, other than the individual designated by WorkSafeBC as responsible for the network of providers, to in any way promote the business of the Chiropractor or otherwise solicit referrals/requests for Services (this clause does not preclude the Chiropractor from communicating with the WorkSafeBC Officer regarding specific issues related to Injured Worker treatment plans);
- the Chiropractor knowingly provides Chiropractor Services outside this Agreement for a work-related injury and has not informed the Injured Worker of their responsibility to report the injury to WorkSafeBC;
- the Chiropractor is also an employee of WorkSafeBC;
- retention of WorkSafeBC employees and/or subcontractors to provide Services to Injured Workers;
- distribution of promotional material while conducting WorkSafeBC business;
- marketing goods or services to Injured Workers outside of the terms of this Agreement, during the course of WorkSafeBC treatment; and
- providing advocacy services to Injured Workers regarding the management of their claim by WorkSafeBC.

If the Chiropractor recognizes or perceives a conflict of interest, the Chiropractor shall immediately provide full disclosure and written notice to WorkSafeBC of the conflict.

DISPUTE RESOLUTION

26.1 In the event of a dispute arising solely in reference to billing issues or issues related to the quality of service pursuant to this Agreement that cannot be resolved between the Chiropractor and the Health Care Services Manager, then the issue(s) may be raised to the Liaison Committee for resolution.

26.2 Liaison Committee: No issue can be raised to the Liaison Committee that:

- (a) Is greater than six (6) months old; or
- (b) Challenges legislation (“Workers’ Compensation Act”).

The Liaison Committee will not deal with issues regarding non- payment of invoices that are submitted over ninety (90) days from the date of service in respect to section 56 (3) of the *Workers’ Compensation Act*.

Only the Chiropractor involved in the issue may raise it to the Liaison Committee. A formal meeting of the Liaison Committee shall be completed within thirty (30) business days of the dispute being raised to the committee. A written decision of the Liaison Committee shall be completed within fifteen (15) business days of the Liaison Committee’s meeting.

The Chiropractor must submit a comprehensive written document outlining his or her position on the dispute to the Liaison Committee. The Chiropractor shall submit the document at least fifteen (15) business days prior to the Liaison Committee and include the names and addresses of the Chiropractor’s representatives. Health Care Services shall submit its document at least five (5) business days prior to the Committee meeting with a copy to the Chiropractor and their representatives. The discussion at the formal meeting will be limited to only those points raised in these submissions.

The Chiropractor and Health Care Services shall present their positions at the meeting which shall take place at the premises of WorkSafeBC in Richmond, British Columbia. All expenses

associated with attending the meeting shall be the responsibility of the Chiropractor, unless otherwise recommended by the Liaison Committee.

26.3 WorkSafeBC Vice-President, Health Care Services and/or other WorkSafeBC Designate:

If the Liaison Committee is unable to resolve the issue(s) then the WorkSafeBC Vice-President, overseeing Health Care and/or other WorkSafeBC designate shall be advised of the dispute and the WorkSafeBC Vice-President, overseeing Health Care and the Chiropractor or designated representatives shall meet to resolve the issue. The decision of the WorkSafeBC Vice-President, overseeing Health Care and/or other WorkSafeBC designate shall be final as per Section 21 (6) of the *Act*. The dispute resolution set out herein shall not in any manner affect an Injured Worker's rights pursuant to the *Act*.

NON-WAIVER

27.1 A Party shall not waive a provision of this Agreement or a breach of this Agreement except in writing and signed by that Party.

27.2 The written waiver by either Party of any breach by the other Party of any provision of this Agreement is not to be deemed a waiver of any subsequent breach by that Party of the same or any other provision of this Agreement.

VARIATION OF AGREEMENT

28.1 Except as where otherwise provided for in this Agreement, this Agreement will not be varied unless such variation is in writing and is signed by the Manager of Corporate and Health Care Purchasing and BCCA.

28.2 WorkSafeBC reserves the right to revise the Billing Guide for BC Chiropractic Doctors as changes occur during the Term of this Agreement or any subsequent renewals. The Parties agree the Reference Guide for BC Chiropractic Doctors may be varied without signatures of the Parties.

GENERAL CONTRACT NOTICES

29.1 Any document sent to WorkSafeBC (other than invoices, clinical issues and reports), that either Party may require to give the other may be delivered in the following manner and will be deemed delivered to and received by the address, if:

- Delivered personally, on the date of delivery, or
- Fax, on the date of the fax confirmation, or
- Registered mail, if mailed within British Columbia, within eight (8) days after mailing and if mailed to or outside British Columbia, within fourteen (14) days after mailing, or
- Regular mail, when received by the addressee.

If a dispute arises over whether or not a document has been delivered, the party claiming delivery must provide proof of delivery to:

Executive Director
British Columbia Chiropractic Association
#125 – 3751 Shell Road
Richmond, BC V6X 2W2
Fax #: (604) 278-0093

And if to WorkSafeBC:

Senior Manager, Corporate and Health Care Purchasing
WorkSafeBC
6951 Westminster Highway
Richmond, BC V7C 1C6
Fax #: (604) 276-3260

- 29.2 Either Party may, from time to time, give to the other Party written notice of any change of address or service location and after giving notice the address will, for purposes of the preceding paragraph, be deemed to be the address of the Party giving such notice.

TERMINATION OF THE SERVICES PROVIDED BY A CHIROPRACTOR

- 30.1 Termination of the Services provided by a Chiropractor: WorkSafeBC reserves the right to terminate the provision of the Services by any Chiropractor at any time during the term of this Agreement upon the occurrence but is not limited to, any of the following events:
- (a) the Chiropractor's failure to deliver the Services in accordance with the terms of this Agreement as set out in Schedules A, B, and C to the satisfaction of WorkSafeBC; or
 - (b) the Chiropractor's failure to ensure that the Services are provided by qualified personnel in compliance with regulations and/or licenses as required by this Agreement; or
 - (c) the Chiropractor's failure to meet the Services as outlined in Schedules A, B, and C and as set out in clause 4.4.6 Liaison Committee, to the satisfaction of WorkSafeBC; or
 - (d) the Chiropractor's filing of misleading information or misrepresenting Services; or
 - (e) the Chiropractor has directly charged fees or collected fees in addition to or in excess of those provided under this Agreement and the Chiropractor knew or ought to have known, that the Injured Worker was entitled to benefits under the Act; or
 - (f) the Chiropractor, their employees, servants, agents and/or subcontractors engaging in behaviour that fails to comply with clause 24.2 Standard of Conduct and/or contravenes the College of Chiropractors of British Columbia's standards of professional and ethical conduct; or
 - (g) the Chiropractor fails to comply with all applicable health and safety regulations and guidelines, including without limitation the Act and Regulations for all work performed in British Columbia by the Chiropractor, whether for WorkSafeBC or anyone else, whether under this Agreement or not;
 - (h) the Chiropractor's failure to rectify defaults or breach where notice has been provided under this Agreement.

Such termination shall be in writing and may be without notice and will be effective upon receipt of written notice of termination by the Chiropractor and shall not result in any penalty or other charges to WorkSafeBC. WorkSafeBC shall also immediately suspend the Chiropractor's ability to directly bill WorkSafeBC for the Services.

- 30.2 Notice of Default or Breach: Without limiting or restricting in any way the Termination for Breach rights as conferred on WorkSafeBC by this Agreement, WorkSafeBC may provide written notification to the Chiropractor of any breach or default in performance or observance of any of their obligations arising from this Agreement when WorkSafeBC becomes aware of the breach or default in performance.

If the Chiropractor fails to remedy such default or correct such breach within sixty (60) business days after receiving written notice from WorkSafeBC, WorkSafeBC may at its sole discretion terminate this Agreement in accordance with the clause 30.1 Termination of the Services by a Chiropractor as set out in this Agreement.

TERMINATION FOR CONVENIENCE

31.1 **Termination for Convenience:** Either Party may, without cause, upon a minimum of **ninety (90)** business days written notice terminate this Agreement at any time during the Term of this Agreement. Where BCCA elects to terminate this Agreement, BCCA must provide written notification to both WorkSafeBC Program Manager of Health Care Services and WorkSafeBC Manager of Corporate and Health Care Purchasing. After receipt of such notice, WorkSafeBC will no longer be under further obligation to the Chiropractors, except to pay the Chiropractors such amount as they may be entitled to receive for payment of Services provided to the date of termination.

NO FAULT TERMINATION

32.1 A no-fault termination will occur upon the occurrence of the following events that include but are not limited to:

- legislative amendment to the Workers Compensation Act of British Columbia; or
- significant changes that impact WorkSafeBC business process and system technological operations.

In the event of a no fault termination, WorkSafeBC shall have the right to terminate all or any part of its obligations by written notice to BCCA, such termination shall be effective upon a minimum of ninety (90) days written notice at any time during the Term of this Agreement.

After delivery of written notice to BCCA, WorkSafeBC will no longer be under further obligation to the Chiropractors, except to pay the Chiropractors such amount as the Chiropractors may be entitled to receive for payment of Services provided up to the date of termination.

MISCELLANEOUS

33.1 **Laws:** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, and each of the parties by their execution of this Agreement irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.

33.2 **Headings:** The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

33.3 **Singular/Plural:** In this Agreement wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as the case may be, has been used where the context of the Parties hereto so require.

33.4 **Survivability:** The obligations of the Chiropractors, BCCA, their employees, servants, agents and subcontractors as set out in clause 10.0 through 10.4 inclusive and clause 11.0 through 11.5 inclusive and. Schedule C – Privacy Protection of this Agreement regarding the confidentiality, retention, disclosure, provision to the WorkSafeBC and destruction of records shall survive the termination of this Agreement.

33.5 Severability: If any provision of this Agreement is for any reason held to be unenforceable or invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the unenforceable or invalid provision had never been included in this Agreement.

ENTIRE AGREEMENT

34.1 Entire Agreement: This Agreement includes the Schedules attached to it constitutes the entire Agreement between WorkSafeBC, BCCA and Chiropractors and supersedes all previous communications, representations, understandings, and agreements whether verbal or written between the Parties with respect to the subject matter of this Agreement.

34.2 Reference Documents: All schedules and attachments specifically referenced to in this Agreement form a part of this Agreement including:

Schedule A	Chiropractic Services
Schedule B	Fee Schedule
Schedule C	Privacy Protection Schedule

The WORKERS' COMPENSATION BOARD and BRITISH COLUMBIA CHIROPRACTIC ASSOCIATION (BCCA) have executed this Agreement as of the day and year above first written.

Signed for and on behalf of the
**WORKERS' COMPENSATION
BOARD OF BRITISH COLUMBIA**

Signed for and on behalf of the
**WORKERS' COMPENSATION
BOARD OF BRITISH COLUMBIA**

Authorized Signatory
Steve Barnett, Senior Vice President & CFO
Office of The CFO - Finance

Authorized Signatory
Sheila Garner, Manager
Corporate and Health Care Purchasing

Date

Date

Signed for and on behalf of
BRITISH COLUMBIA CHIROPRACTIC ASSOCIATION (BCCA)

Authorized Signatory

Date

SCHEDULE A CHIROPRACTIC SERVICES

1.0 OVERVIEW

- 1.1 The goal of chiropractic treatment under this Agreement is to assist Injured Workers in reaching the functional levels needed to return to pre-injury work in a safe, durable and timely manner. This requires that the Chiropractor has an understanding of the Injured Worker's critical job demands for treatment and return to work planning
- 1.2 Chiropractors shall place an emphasis on return to work through active and functional exercises, unless medically contraindicated.

2.0 SERVICE EXPECTATION

- 2.1 Compliance: The Chiropractor shall comply with The Workers' Compensation Act, The Health Professions Act (Chiropractors Regulation), the CCBC bylaws specifically regarding Scope of Practice, Code of Ethics, Personal and Professional Conduct, and Delegation and Supervision.
- 2.2 Injured Worker Education: The Chiropractor shall initiate education for the Injured Worker at the Initial Visit and continue through all Subsequent Treatments. The education is to be focused on activities of daily living and early return to work.

3.0 FACILITY/EQUIPMENT

- 3.1 The Chiropractor providing the Service from a clinic shall:
 - 3.1.1 Comply with the CCBC bylaws regarding Standards, Limits and Conditions of Practice regarding private chiropractic practice/corporations.
 - 3.1.2 Ensure a safe environment by routine and prompt maintenance of the facility and equipment.

4.0 SERVICE DESCRIPTION

4.1 CHIROPRACTIC FIRST REPORT (FORM 8C) (Fee Code 19134)

- 4.1.1 The Chiropractor shall electronically submit a 'Form 8C – Chiropractor's First Report' to WorkSafeBC within five (5) calendar days of the Initial Visit. Day zero (0) is considered the date of the Initial Visit. A penalty is applied for Chiropractic first reports that are received beyond the five (5) calendar day timeframe.
- 4.1.2 Chiropractic First Report Fee will only be paid upon receipt of 'Form 8C – Chiropractor's First Report'. A penalty will be applied if the Form 8C is not received electronically.
- 4.1.3 The Chiropractor must complete a Form 8C for Injured Workers that indicate that the injury and/or disease is work related.
- 4.1.4 WorkSafeBC will reimburse the Chiropractor for an initial report and two (2) visits. The F8C fee is inclusive of the Form 8C and two (2) visits.

SCHEDULE A CHIROPRACTIC SERVICES

4.1.5 The Chiropractor shall be reimbursed for only one (1) Chiropractic First report fee per claim.

4.1.6 The Initial Visit includes all of the following for the Injured Worker:

- Assessment;
- Diagnosis;
- Treatment, if indicated; and
- General education with the goal of early and safe return to work.

4.2 CHIROPRACTIC TREATMENT AND PROGRESS/DISCHARGE REPORT (FORM 11C) (Fee Code 19135)

4.2.1 Treatment is tailored to the needs of the Injured Worker which may include:

- Education focused on activities of daily living and early return to work following injury;
- Development of a Return to Work (RTW) plan;
- X-rays, when indicated (Bill fee codes 19138, 19139 and 19140 as appropriate); and
- Home visit.

4.2.2 Visits associated with the Chiropractic Treatment and Progress/Discharge report (fee code 19135) commence with the third visit and will only be billed if there are more than two (2) visits.

4.2.3 Only one (1) Chiropractic Treatment and Progress/Discharge Report flat fee can be billed per claim per payee.

4.2.4 The Chiropractor shall electronically submit a Chiropractic Progress Report (Form 11C) by the end of the fourth week of treatment or at discharge, whichever comes first.

4.2.5 The Chiropractic Treatment and Progress/Discharge report fee is inclusive of all visits (up to eight (8) weeks), the Chiropractic Progress Report (Form 11C) and includes any supplies under \$50.00 relevant to the claim that are provided to the Injured Worker. Authorization must be received from a Claim Owner for supplies over \$50.00.

4.2.6 If the Form 11C – Chiropractor Progress Report is being submitted at the end of the fourth week of treatment, it must include objective findings, as well as a plan for clinical recovery and return to work or recommendations for alternate investigation or treatment.

4.2.7 If the Form 11C – Chiropractor Progress Report is being submitted at discharge, it must include the worker's status at discharge, including a return to work plan, if applicable.

4.3 EXTENUATING CIRCUMSTANCES TREATMENT

4.3.1 Extenuating Circumstances Treatment can be requested where the medical condition of the Injured Worker requires treatment beyond eight (8) weeks.

4.3.2 The Chiropractor shall submit a Request for Extenuating Circumstances Request Form to WorkSafeBC for approval providing evidence and rationale for additional treatment and including anticipated frequency and duration of treatment. The fee code will be provided and the request form will be reimbursed by WorkSafeBC if additional treatment is approved.

SCHEDULE A CHIROPRACTIC SERVICES

- 4.3.3 The Chiropractor must obtain approval from the Liaison Committee prior to commencing treatment for Extenuating Circumstances. All submissions for approval will be reviewed by the Liaison Committee and referred to the Claim Owner for final authorization.
- 4.3.4 The Liaison Committee will determine the criteria for decision making related to the provision of treatment beyond eight (8) weeks.
- 4.3.5 The Extenuating Circumstances Treatment may only be invoiced using the Extenuating Circumstances Treatment fee code provided upon approval and will be invoiced for each visit.

4.4 SPINAL CORD INJURY-TREATMENT (NEW Fee Code 19149)

- 4.4.1 Where the severity and chronicity of the medical condition of the Injured Worker requires long term, periodic on-going treatment in regard to including but not limited to spinal cord injuries (example para/quadruplegia) the Chiropractor may continue to provide treatment beyond eight (8) weeks.
- 4.4.2 When the Chiropractor submits the Form 11C, at the end of Chiropractic Treatment as described in 4.2, the intent to continue to treat will be provided including anticipated frequency and duration of treatment.
- 4.4.3 The Spinal Cord Injury Treatment fee code (19149) will be invoiced for each visit.
- 4.4.4 A Comprehensive Report may be requested by WorkSafeBC (Fee Code 19144) to provide updates regarding on-going treatment.

4.5 JOB SITE VISIT/ASSESSMENT

- 4.5.1 A Job Site Visit (JSV) is a workplace visit for the purposes of supporting the Injured Worker in remaining at or returning to work.
- 4.5.2 The Chiropractor must obtain prior approval from the Board Officer to perform a JSV/Assessment.
- 4.5.3 The JSV/Assessment may include any or all of the following:
 - A brief review of work tasks;
 - Confirmation of the Injured Worker's critical job demands;
 - Exploration of simple job modifications and return to work options;
 - Consultation with the employer and other relevant stakeholders, to establish an appropriate return to work plan;
 - Communication/education of the employer regarding RTW opportunities;
 - Ongoing support of GRTW Plan including, job coaching/shadowing.
- 4.5.4 All Occupational Health and Safety Regulations must be adhered to while conducting any Job Site Visit/Assessment.
- 4.5.5 The JSV/Assessment Fee is inclusive of all the above elements, including the JSV Report and is payable only following receipt of the JSV Report by the WorkSafeBC.
- 4.5.6 The JSV/Assessment Fee is inclusive of the JSV Report and any subsequent JSV/Assessment when the subsequent JSV/Assessment is in follow-up to the initial Job Site Visit and related to the same job opportunity.

SCHEDULE A CHIROPRACTIC SERVICES

- 4.5.7 JSV date(s) and findings must be reported in a JSV report and submitted to the WorkSafeBC, the Attending Physician and other health care providers involved in the Injured Worker's care.
- 4.5.8 The JSV/Assessment Report must be received by WorkSafeBC to be eligible for payment of the Job Site Visit/Assessment. The Report should be received within five (5) calendar days of the date of the Job Site Visit/ Assessment (Day zero (0) is considered the date of the Job Site Visit/ Assessment).
- JSV/Assessment Fee is inclusive of up to one (1) hour of return travel time.

5.0 COMMUNICATIONS REQUIREMENTS

- 5.1 Communications: Communication with the WorkSafeBC Board Officer or designate and/or the employer or other health care practitioners may be required during the course of treatment.
- 5.2 Telephone Consultation with a Board Officer/ Employer (Fee Code 19132):
- 5.2.1 Board Officer and/or a Chiropractor initiated phone call shall be reimbursed up to a maximum of fifteen (15) minutes when the discussion involves:
- Treatment progress;
 - Return to work planning;
 - Discharge planning; and
 - Recommendations for further or alternative intervention programs or services.
- 5.2.2 Phone calls shall not be reimbursed for the discussion of administrative payment or performance issues of the Chiropractor.
- 5.2.3 Employer consultation must be authorized by the Board Officer for telephone communication of up to fifteen (15) minutes with Employers.
- 5.2.4 Phone calls must be documented to include date, time, Employer's contact name and a summary of the discussion.

6.0 REPORTING REQUIREMENTS

- 6.1. Report Submission Format: The Chiropractic First Report (F8C) and Chiropractic Progress Report (F11C) must be submitted electronically.
- 6.2. Requested Reports:
- 6.2.1 Written Report Fee (19141): Payable when requested by a Board Officer.
- 6.2.2 Comprehensive Report Requested by WorkSafeBC (19144): Payable when requested by a Board Officer.

**SCHEDULE B
FEE SCHEDULE**

Description of Fee Item	Fee Item Code	WorkSafeBC Business Rules	Oct 11, 2010	Dec 11, 2011	Feb 11, 2013
Chiropractic First Report (Form 8C)	19134	<ul style="list-style-type: none"> • Payable upon receipt of Form 8C - Electronic Chiropractor's First Report. • The F8C fee is inclusive of the initial report and two (2) visits. • F8C must be received within five (5) calendar days following the initial visit to be reimbursed the full amount; Reduced by \$15.00 if received after five (5) days. • A penalty will be applied for reports that are not electronically submitted; Reduced by \$40.53 if not submitted electronically. • For billing purposes, the date of service used for billing is the date of the initial visit. • The second visit does not have to have occurred for submission of the F8C to be made. 	\$102.75	\$102.75	\$102.75
Chiropractic Treatment And Progress/Discharge Report (Form 11C)	19135	<ul style="list-style-type: none"> • Payable upon receipt of Form 11C - Electronic Chiropractor's Progress/Discharge Report. • Fee is inclusive of the progress/discharge report and all treatment visits (up to and including eight (8) weeks) including home visit. • The Chiropractor shall electronically submit a Chiropractic Progress Report (Form 11C) by the end of the fourth week of treatment or at discharge, whichever comes first. • A penalty of \$23.78 will be applied for reports that are not electronically submitted. • Includes supplies provided to the Injured Worker up to the value of \$50.00. 	\$369.00	\$379.00	\$493.00

**SCHEDULE B
FEE SCHEDULE**

Description of Fee Item	Fee Item Code	WorkSafeBC Business Rules	Oct 11, 2010	Dec 11, 2011	Feb 11, 2013
Extenuating Circumstances Treatment - Visit	Provided on approval	<ul style="list-style-type: none"> Chiropractor must obtain approval from WorkSafeBC prior to providing treatment for extenuating circumstances. The Chiropractor shall submit a Request for Extenuating Circumstances Form to the WorkSafeBC, providing evidence and rationale, including recommended frequency and duration of treatment. Limit ONE (1) visit per day. 	\$30.75	\$30.75	\$30.75
Request for Extenuating Circumstances Form Fee	Provided on approval	<ul style="list-style-type: none"> Will only be reimbursed upon approval of extenuating circumstances treatment. Fee code will be provided by WorkSafeBC if the service is approved. 	\$23.78	\$23.78	\$23.78
Spinal Cord Injury - Treatment	19149	<ul style="list-style-type: none"> Commences after completion of eight (8) weeks of treatment. Submits Form 8/11C indicating intent to continue treatment. Chiropractor must obtain approval from WorkSafeBC prior to providing spinal cord injury treatment. Limit ONE (1) treatment per day. 	\$40.53	\$40.53	\$40.53
Telephone Consultation with Board Officer/Employer	19132	<ul style="list-style-type: none"> Initiated by Board Officer and/or Chiropractor up to fifteen (15) minutes. Billable for discussions regarding treatment related issues, return to work and must be documented in clinical notes. Not billable for discussion of administrative, payment or performance issues. 	\$46.00	\$46.00	\$46.00
Spinal Series	19138	<ul style="list-style-type: none"> Minimum two (2) views. 	\$59.86	\$59.86	\$59.86
Spinal Series	19139	<ul style="list-style-type: none"> Recheck. 	\$23.19	\$23.19	\$23.19

**SCHEDULE B
FEE SCHEDULE**

Description of Fee Item	Fee Item Code	WorkSafeBC Business Rules	Oct 11, 2010	Dec 11, 2011	Feb 11, 2013
Peripheral Joints	19140	<ul style="list-style-type: none"> All Views. 	\$26.70	\$26.70	\$26.70
Written Report	19141	<ul style="list-style-type: none"> Requested by WorkSafeBC. Not payable with fee codes 19142, 19143 or 19144. 	\$42.98	\$42.98	\$42.98
WorkSafeBC Chiro Copies of Patient Record	19142	<ul style="list-style-type: none"> Requested by WorkSafeBC. Not payable with fee codes 19141 or 19144. 	\$26.34	\$26.34	\$26.34
Comprehensive Report Requested by WorkSafeBC	19144	<ul style="list-style-type: none"> Requested by WorkSafeBC. Not payable with fee codes 19141, 19142 or 19143. 	\$209.59	\$209.59	\$209.59
Job Site Visit / Assessment with Report received <u>within</u> five (5) calendar days	19718	<ul style="list-style-type: none"> Limit ONE (1) JSV/Assessment Report per payee per accepted claim. Report must be received within five (5) calendar days of the initial JSV/Assessment; Reduce fee by \$55.00 if report is received after five (5) calendar days. JSV/Assessment Report must be received by WorkSafeBC to be eligible for payment of the Job Site Visit/Assessment. Includes up to one (1) hour of return travel time. Report required. A penalty is applied if the JSV report is received after five (5) calendar days following the JSV. 	\$265.00	\$265.00	\$265.00

SCHEDULE C - PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,
 - (a) "the FIPPA" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (a) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (b) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between WorkSafeBC and the Contractor dealing with the same subject matter as the Agreement.
 - (c) "Contractor" means a consultant, provider, service provider, supplier or vendor who provides goods and/or services to WorkSafeBC.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable WorkSafeBC to comply with its statutory obligations under the FIPPA with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the FIPPA with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or WorkSafeBC otherwise directs in writing, the Contractor:
 - may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement,
 - must collect personal information directly from the individual the information is about, and
 - must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the person designated by WorkSafeBC to answer questions about the Contractor's collection of personal information as the WorkSafeBC FIPP Coordinator, PO Box 2310 Stn Terminal, Vancouver, BC, V6B 3W5, (604) 279-8171.

Accuracy of personal information

4. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or WorkSafeBC to make a decision that directly affects the individual the information is about.

Requests for access to personal information

5. If the Contractor receives a request for access to personal information from a person other than WorkSafeBC, the Contractor must respond to the request pursuant to any relevant legislation unless the Agreement expressly provides otherwise.

Correction of personal information

6. Within 5 business days of receiving a written direction from WorkSafeBC to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction and WorkSafeBC must advise the Contractor of the date the correction request was received by WorkSafeBC in order that the Contractor may comply with section 9.
7. Within 5 business days of correcting or annotating any personal information under section 6, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to WorkSafeBC, the Contractor disclosed the information being corrected or annotated.
8. If the Contractor receives a request for correction of personal information from a person other than WorkSafeBC, the Contractor must promptly advise the person to make the request to the WorkSafeBC FIPP Coordinator as set out in section 3(c).

Protection of personal information

9. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement. Personal Information shall be kept according to the standards of WorkSafeBC or of the professional governing body/college of the Contractor whichever imposes the higher standard. Transferring the physical custody of any personal information to the Contractor for the purposes of the Agreement does not equate transference of control. Access, use, disclosure, destruction and integrity of the personal information remains in the control of WorkSafeBC. The Contractor agrees to cooperate and assist in any public body investigation of a complaint that personal information has been used or disclosed contrary to the FIPPA or to any agreement between WorkSafeBC and the Contractor.

Storage and access to personal information

10. Unless WorkSafeBC otherwise directs in writing or the Agreement specifically provides otherwise, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada except in compliance with section 33.1(1)(p) of the FIPPA.

PRIVACY PROTECTION SCHEDULE - MR/PGB.doc

Retention of personal information

11. Unless the Agreement otherwise specifies or as required by law, the Contractor must retain personal information until directed by WorkSafeBC in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

12. Unless WorkSafeBC otherwise directs in writing, the Contractor may only use personal information if that use is:
 - (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
 - (b) in accordance with section 11.

Disclosure of personal information

13. Unless WorkSafeBC otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than WorkSafeBC if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
14. Unless the Agreement otherwise specifies or WorkSafeBC otherwise directs in writing, the Contractor must not disclose personal information outside Canada except in compliance with section 33.1(1)(p) of the FIPPA.

Inspection of personal information

15. In addition to any other rights of inspection WorkSafeBC may have under the Agreement or under statute, WorkSafeBC and/or the BC Information and Privacy Commissioner may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to and institute any recommended changes arising from any such inspection.

Compliance with the FIPPA and directions

16. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the FIPPA applicable to the Contractor as a service provider, including any applicable order of the Commissioner under the FIPPA and
 - (b) any direction given by WorkSafeBC under this Schedule.
17. The Contractor acknowledges that it is familiar with the requirements of the FIPPA governing personal information that are applicable to it as a service provider.
18. In the event the Contractor has employees and/or subcontractors involved in the performance of the Agreement, the Contractor agrees to require each employee and/or subcontractors to attend an annual Freedom of Information Training seminar and to annually sign a confidentiality agreement in accordance with the confidentiality agreement attached to this Schedule with the Contractor.

Notice of non-compliance

19. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify WorkSafeBC of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

20. In addition to any other rights of termination which WorkSafeBC may have under the Agreement or otherwise at law, WorkSafeBC may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

21. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
22. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
23. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
24. If a provision of the Agreement (including any direction given by WorkSafeBC under this Schedule) conflicts with a requirement of the FIPPA or an applicable order of the commissioner under the FIPPA, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
25. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.