



WORKING TO MAKE A DIFFERENCE

Corporate and Health Care Purchasing

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***Chiropractic Services Memorandum of Agreement
Made effective May 28, 2007***

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WorkSafeBC has established the following terms and conditions under which Chiropractors will provide services to WorkSafeBC Injured Workers on a fee for service basis to the Worker's Compensation Board ("WorkSafeBC").

1.0 TERM

1.1 The term of the Agreement shall be for the period of three (3) years effective May 28, 2007 until March 31, 2010.

2.0 DEFINITIONS

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

Board Officer:	A WorkSafeBC Case Manager, Entitlement Officer, Medical Advisor, Vocational Rehabilitation Consultant or other as designated.
Medical Advisor:	A physician within WorkSafeBC providing medical opinions and recommendations to Board Officers, attending physicians, health care providers, Injured Workers, employers, and other bodies entitled under the <i>Workers' Compensation Act</i> .
BCCA:	British Columbia Chiropractic Association.
BCCC:	British Columbia College of Chiropractors, or the appropriate legislated governing body in the Province of British Columbia.
Business Day:	A week day (Monday to Friday), and excluding the following public holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
Chiropractic Consultant:	A Chiropractor within WorkSafeBC providing Chiropractic opinions and recommendations to Board Officers, attending physicians, health care providers, Injured Workers, employers, and other bodies entitled under the <i>Workers' Compensation Act</i> .
Chiropractor:	A doctor of chiropractic who is a member in good standing with the BCCC or with the respective governing body in the Province of practice and who provides services consistent with the Chiropractors Act.
Clinical Record:	Includes but is not limited to all notes, reports, records information, instruments and documentation produced or obtained by the Chiropractor or any other person employed or otherwise engaged by the Chiropractor in the performance of this Agreement and shall include all copies of the same.
Consult:	Meaningfully seeking advice and an exchange of views prior to the making of a decision or the finalization of a policy initiative, as the context may require.
FIPPA – Freedom of Information and Protection of Privacy Act:	The provincial legislation outlining rights and responsibilities regarding personal information.

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.
Nurse Advisor:	A nurse within WorkSafeBC responsible for assisting the medical and adjudication staff in providing health care services to Injured Workers, with a focus on Return to Work.
Modified Return to Work:	Modified return to work is clinically defined as returning to reduced work activities (including any modifications), hours or a combination of both, with a specified end date.
Party:	Means either WorkSafeBC or the Contractor and "Parties" means both of them.
Services:	Refers to the services provided by Chiropractors to WorkSafeBC Injured Workers pursuant to this Agreement, the Chiropractors Act, and the rulings of the BCCC.

3.0 NATURE OF THE AGREEMENT

- 3.1 This is an Agreement for the chiropractic services which Chiropractors provide to WorkSafeBC Injured Workers.
- 3.2 The Chiropractor provides services pursuant to the Workers' Compensation Act ("*the Act*") under this Agreement.

4.0 LIAISON COMMITTEE

- 4.1 WorkSafeBC and the BCCA will participate in a WorkSafeBC/BCCA Liaison Committee (the "Liaison Committee") to address areas of mutual interest or concern.
- 4.2 The Liaison Committee's specific objectives include:
 - 4.2.1 Improving disability management for WorkSafeBC Injured Workers;
 - 4.2.2 Establishing evidence based principles for the treatment of WorkSafeBC Injured Workers;
 - 4.2.3 Providing consultation and input relevant to clinical practice, including communication strategies, forms development, reporting requirements and billing processes;
 - 4.2.4 Consultation on the educational needs of the BCCA members and WorkSafeBC staff regarding matters related to the practice of Chiropractic and recommending an educational strategy to address those needs.
- 4.3 Changes to contract content and fee negotiation are beyond the Terms of Reference for the Liaison Committee.
- 4.4 Issues raised on the behalf of individual Chiropractors (BCCA members only), which can not be resolved by the Liaison Committee, will be referred to the dispute resolution level as referenced in Article 9.0 of this Agreement.

5.0 OBLIGATIONS OF CHIROPRACTORS

- 5.1 Chiropractors will comply with reasonable requests arising out of the administration of this Agreement. In the case of a dispute between a Chiropractor and WorkSafeBC about the reasonableness of a request, the matter may be referred to the dispute resolution process outlined in Articles 4.0 and 9.0 of this Agreement.
- 5.2 The Chiropractor shall be responsible for determining the status of an Injured Worker's claim at the time of the Initial Visit, by accessing the WorkSafeBC website: www.worksafebc.com or by calling the Call Centre at (604) 231-8888 or toll free at 1 (888) 967-5377.

6.0 RECORDS AND AUDIT RIGHTS

- 6.1 The Chiropractor shall maintain all records and books concerning the Services provided and fees invoiced by the Chiropractor under this Agreement.
- 6.2 The Chiropractor shall maintain all records and books, together with all relevant documents and materials, for the duration of this Agreement, including any and all renewals of this Agreement, for seven (7) years following the completion or termination of this Agreement.
- 6.3 When requested by WorkSafeBC, the Chiropractor shall make available all books and records, together with the supporting or underlying documents and materials, to WorkSafeBC for inspection, audit, or reproduction by its employees and/or subcontractors or authorized representatives, during normal business hours at the Chiropractor's office or place of business. The Chiropractor shall not charge any fee for the cost of reproduction of records required under this Article of the Agreement.
- 6.4 WorkSafeBC may, at any time during the Term of this Agreement, audit all of the Chiropractor's accounting records and books concerning Services provided under this Agreement, including any and all documents and other materials, in whatever form they may be kept, upon which the accounting records and invoices are based.
- 6.5 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 records in respect to an Injured Worker pursuant to this Agreement. This may include identifying previous injury or illness relevant to the current claim or area of injury in question from a previous claim.

7.0 ELECTRONIC PAYMENT SYSTEM

- 7.1 During the course of this Agreement WorkSafeBC may upgrade and implement electronic systems for invoicing, reporting and payment of chiropractic Services to Injured Workers.
- 7.2 The preferred method of report and invoice submission is electronic. WorkSafeBC will reimburse Chiropractors for submission of reports as described in Schedules A and B. The current system available for electronic submission of invoices and forms is the Medical Services Plan Teleplan system.
- 7.3 Effective June 2, 2008, electronic transmission will be the only acceptable method of invoice and report submission. Chiropractors who do not currently report and bill through the MSP system will be encouraged to meet this requirement through use of the BCCA Service Bureau.

8.0 CONCURRENT CARE AND APPLICABLE WORKSAFEBC POLICY

8.1 The general view of WorkSafeBC is that an Injured Worker shall be under treatment by only one physician or other qualified practitioner at a time. There are cases, however, where concurrent care may be deemed acceptable.

9.0 DISPUTE RESOLUTION

9.1 The Chiropractor and the Program Manager, Health Care Services, responsible for Chiropractic Services will attempt to resolve any dispute which may arise pursuant to this Agreement.

9.2 Liaison Committee: In the event the dispute cannot be resolved between the Chiropractor (BCCA members only) and the Program Manager, then the dispute shall be referred to the Liaison Committee for discussion and resolution in accordance with clause 4.4 Liaison Committee as set out in this Agreement.

9.3 WorkSafeBC Vice-President, Health Care Services and/or other WorkSafeBC Designate: In the event the dispute cannot be resolved by the Liaison Committee, then the dispute shall be referred to the WorkSafeBC Vice President responsible for Health Care Services and/or other WorkSafeBC designate, who shall have the power to render a binding decision, as required by Section 21(6) of the Act.

10.0 INVOICING AND PAYMENTS

10.1 No additional fees in addition to those outlined in Schedules A and B will be charged to WorkSafeBC or any WorkSafeBC Injured Worker in respect of services provided under this Agreement.

10.2 Invoices must be received within seven (7) calendar days of service in order to facilitate the timely notification of disallowed or suspended claims or concurrent treatment. Invoices submitted more than ninety (90) calendar days after the date of last service may not be paid.

10.3 WorkSafeBC agrees to provide notification to the Chiropractor, in writing, by electronic means, or remittance statement that a claim, which was initially accepted, has been subsequently disallowed or suspended or that concurrent treatment is not approved. After providing such notice, which will be deemed to have been delivered to and received by the addressee, if delivered personally on the date of delivery or, if faxed on the date of the fax transmission confirmation or, if mailed, on the third (3rd) business day after the date of mailing of the same in British Columbia by prepaid post, WorkSafeBC will not be responsible for payments on the claim.

In such cases, where the initial medical reports have been submitted within a three (3) day period from the Initial Visit and the invoice for that Initial Visit has been submitted within seven (7) calendar days of the service date, corresponding health care benefit accounts will be paid to the date of notification that treatment has not been approved.

10.4 Payment for Form 8C on Claims that are pending at the time of the Initial Visit: WorkSafeBC shall pay the Chiropractor for the Form 8C where on the date of the Initial Visit, the Injured Worker's claim is pending and no other Form 8C has been paid on the claim.

10.5 WorkSafeBC shall only pay for Services where the claim has been accepted by WorkSafeBC.

- 10.6 Payment for Initial and Subsequent Visits will be dependant on receipt of the Form 8C and when applicable the Form 11C. There will be no payment for Subsequent Visits beyond four (4) weeks until a Form 11C is received by WorkSafeBC.
- 10.7 Interest will only be paid on outstanding accounts according to WorkSafeBC Policy.
- 10.8 If an Injured Worker is not initially treated as a WorkSafeBC Injured Worker and a compensation claim is subsequently accepted under the Act in respect to the treatment administered to such Injured Worker, any amounts received in excess of those provided under this Agreement, shall be reimbursed to the Injured Worker or the Medical Services Plan by the Chiropractor or his/her employer.
- 10.9 WorkSafeBC agrees not to seek a refund or redirection of billing from Chiropractors of any payments made in error and good faith and in accordance with this Agreement which are ultimately found to be the responsibility of the Insurance Corporation of BC and not of WorkSafeBC.
- 10.10 WorkSafeBC may suspend any Chiropractor's right to bill WorkSafeBC for treatments or may require the reimbursement of excess charges in the event WorkSafeBC discovers that such Chiropractor has engaged in the practice of balance billing and has collected fees in addition to or in excess of those provided under this Agreement. WorkSafeBC will do so if it determines that the Chiropractor knew or ought to have known, that the client was entitled to benefits under the Act. WorkSafeBC will notify the BCCA (members only) and the BCCC of any billing infractions when suspending any Chiropractor's right to bill WorkSafeBC.
- 10.11 As soon as it is aware, WorkSafeBC shall notify the Chiropractor of the details related to any invoice deficiency. Payment of subsequent invoices without deficiencies will not be delayed due to the submission of a deficient invoice.
- 10.12 Where applicable, the Chiropractor shall indicate Provincial Sales Tax (PST) separately on all invoices as WorkSafeBC is subject to PST.
- 10.13 The Chiropractor shall not include the Goods & Services Tax (GST) on any invoice. Services provided under this Agreement are for the use of and are being purchased by WorkSafeBC and therefore are not subject to the GST (WorkSafeBC registration number is R107864738).
- 10.14 Individual billing or payment disputes will be resolved pursuant to the Dispute Resolution Procedure outlined in Articles 4.0 and 9.0 of this Agreement.
- 10.15 WorkSafeBC shall issue all payments in Canadian funds.
- 11.0 FEES**
- 11.1 Provided the Chiropractor has provided Services under the provisions of this Agreement, the Chiropractor shall receive payment for only those Services provided to Injured Workers as outlined in Schedules A and B.
- 11.2 Initial Visit Fee Item 19130 will be reimbursed one (1) time only per Injured Worker per payee per claim.

- 11.3 The Initial and Subsequent Visit fees are inclusive of any and all supplies provided to the Injured Worker.
- 11.4 WorkSafeBC reserves the right to change the required timelines for submission of the Form 11C during the term of this Agreement.
- 11.5 Effective June 2, 2008, electronic transmission will be the only acceptable method of invoice and report submission and the fees for non-electronic form submission will be eliminated.
- 11.6 WorkSafeBC will monitor electronic transmission of forms and invoices and effective June 2, 2009 if a reduction in paper submissions of forms and invoices is realized, will increase the fee for timely receipt (within 3 days) of electronic Form 8C, as outlined in Schedule B.
- 11.7 WorkSafeBC will measure and calculate Return to Work (RTW) outcomes based on Workers no longer receiving any wage loss benefits at five (5) weeks following the Initial Visit. If Return to Work outcomes are improved to 67 %, then effective June 2, 2008, a fee increase for payment for merit for both the Initial Visit and Subsequent Visit Fees will be applied as outlined in Schedule B.
- 11.8 RTW will be calculated based on data collected by WorkSafeBC. Should the terms in clause 12.7 be met, the expectation is that RTW outcomes will continue to be greater than 67 %. Should RTW fall below the 67 % in any twelve (12) month period after achieving the goal stated in clause 11.7, then at WorkSafeBC's discretion, the Initial Visit and Subsequent Visit fee items will be reduced for the remainder of the Agreement to the rates defined in the first (1st) term.
- 11.9 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.
- 11.10 The Chiropractor must take all reasonable steps to ensure that the Injured Worker understands that WorkSafeBC will only cover the costs of treatment that are related to the injury accepted under the claim.

12.0 ASSIGNMENTS OR SUB-CONTRACT LOCUMS

- 12.1 The Chiropractor shall only assign or transfer any interest or delegate any responsibility arising out of this Agreement to a member in good standing as recognized by the BCCC.

13.0 INDEPENDENT CONTRACTOR

- 13.1 The Chiropractor is an independent Contractor and neither the Chiropractor, nor his/her directors, officers, employees, servants, agents, or subcontractors are the directors, officers, employees, or agents of WorkSafeBC.
- 13.2 The Chiropractor shall not, in any manner whatsoever, commit WorkSafeBC to the payment of any money to any person, firm or corporation.
- 13.3 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.

14.0 OCCUPATIONAL HEALTH AND SAFETY

- 14.1 The Chiropractor shall provide a safe and healthy environment for the Injured Worker and shall comply with all applicable Occupational Health and Safety Regulations.
- 14.2 The Chiropractor shall comply with all applicable health and safety regulations under the Act while conducting Job Site Visits.
- 14.3 The Chiropractor will promptly investigate and provide written documentation to WorkSafeBC for any injury to an Injured Worker alleged to have occurred during treatment. This does not preclude other notification required to be given by the Chiropractor or to his insurer.

15.0 COMPLAINT INVESTIGATION

- 15.1 Where WorkSafeBC receives a complaint regarding chiropractic Services, WorkSafeBC may contact the BCCC and forward the complaint for investigation and resolution. A written summary of the findings and resolution will be provided to WorkSafeBC.
- 15.2 When requested by WorkSafeBC, the Chiropractor shall meet with representatives of WorkSafeBC to review any service concerns and attend to any matter of concern to WorkSafeBC.
- 15.3 In the event WorkSafeBC has a complaint regarding the professional conduct of a Chiropractor that they are unable to resolve directly with that practitioner, WorkSafeBC may file a formal complaint with the BCCC.

16.0 ASSESSMENT REGISTRATION

- 16.1 The Chiropractor and each individual location providing the Services 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 must be registered if required or permitted and in good standing with the Workers' Compensation Board or similar authority within that jurisdiction, and shall maintain such good standing during the term of this Agreement and any subsequent renewals.

17.0 RIGHT OF SET OFF

- 17.1 If, under this Agreement, or any document delivered under this Agreement, WorkSafeBC becomes obligated or liable to pay any money to the Chiropractor, that sum may at the election of WorkSafeBC, and without limiting or waiving any right or remedy against the Chiropractor, hereunder be set-off against and applied to any amounts which are due and owing by the Chiropractor to WorkSafeBC pursuant to the Workers Compensation Act, until that amount has been completely set-off pursuant to the Act.

18.0 INSURANCE

- 18.1 Commercial General Liability: 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 and B 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.
- 18.2 Professional Liability: During the term of this Agreement and any subsequent renewal, the Chiropractor shall at his/her own expense and without limiting its liability herein, insure his/her operations against malpractice at a level determined by the BCCC in the amount of not less than \$2 million per occurrence, subject to any applicable aggregate limit, and be carried for the term of this Agreement, and any subsequent renewals.
- 18.3 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.

19.0 INDEMNIFICATION

- 19.1 WorkSafeBC agrees to indemnify and hold the Chiropractor harmless from any claims, demands or actions for which WorkSafeBC is legally responsible.
- 19.2 The Chiropractor agrees to indemnify and hold WorkSafeBC harmless from any claims, demands or actions for which the Chiropractor is legally responsible.

20.0 CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 20.1 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.
- 20.2 The Chiropractor shall comply with Schedule C and will treat as confidential, and except insofar 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 20.5.

- 20.3 The Chiropractor will allow WorkSafeBC to disclose Information in accordance with FIPPA. If disclosure of any portion of any Information may cause harm to the Chiropractor, the Chiropractor must provide details of the harm in accordance with section 21 of the FIPPA.
- 20.4 Any Information or records retained by the Chiropractor should be securely stored within a locked room at the Chiropractor's location 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.
- 20.5 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 prohibits any disclosure of personal information.

21.0 ADVERTISING, PUBLICATION OR SOLICITATION

- 21.1 The Chiropractor shall not advertise their relationship or use WorkSafeBC's name or any contents of this Agreement in any advertising, mailing list or publication, written or verbal except to state that they do provide services to Injured Workers under this Agreement.
- 21.2 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.
- 21.3 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 21.1 of this Agreement.
- 21.4 If WorkSafeBC, in its sole discretion, determines that the use of the phrase noted in 21.1 hereof is inappropriate or in anyway cause harm to WorkSafeBC or its reputation WorkSafeBC may in writing direct the Chiropractor to cease using any reference to WorkSafeBC in his/her advertising or suspend the Chiropractor's ability to invoice WorkSafeBC for Services, or both.

22.0 CONFLICT OF INTEREST

- 22.1 The Chiropractor shall ensure that the Services are provided without any conflict of interest. If a Chiropractor recognizes or perceives a conflict of interest in the performance of this Agreement the Chiropractor shall give written notice to WorkSafeBC Director of Health Care Services or designate of the conflict.
- 22.2 Conflict of interest is defined as any business relationship which may result in a direct monetary or personal gain to the Chiropractor arising from the referral of an Injured Worker for other treatment, or the provision of other goods or services to the Injured Worker that are outside the scope of this Agreement.
- 22.3 In the event of any doubt as to whether there is or could be a conflict of interest, circumstances surrounding the conflict shall be immediately disclosed to WorkSafeBC's Director responsible for Health Care Services or designate. The Director responsible for Health Care Services or

designate, after providing the Chiropractor the opportunity to discuss the circumstances surrounding the conflict, shall make a decision regarding whether or not a conflict exists. The Chiropractor may appeal the decision of the Director responsible for Health Care Services or designate, through the dispute resolution process set out in Article 9.0 of this Agreement.

23.0 FORCE MAJEURE

23.1 Neither party will be liable for any failure or delay to perform that party'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.

24.0 TERMINATION OF THE SERVICES OF A CHIROPRACTOR

24.1 Termination for Breach: WorkSafeBC reserves the right to terminate any Chiropractor's right to invoice for Services under this Agreement at any time during the term of this Agreement upon the occurrence of, but 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;
- (b) the Chiropractor's filing of misleading information or misrepresenting Services;
- (c) 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
- (d) 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.

24.2 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 the required timelines after receiving written notice from WorkSafeBC, WorkSafeBC may at its sole discretion terminate this Agreement in accordance with the clause 24.1 Termination for Breach as set out in this Agreement.

25.0 MISCELLANEOUS

25.1 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.

25.2 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.

25.3 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.

25.4 Survivability: The obligations of the Chiropractor, their employees, servants, agents and subcontractors regarding the confidentiality, retention, disclosure provision to WorkSafeBC and destruction of records survive the termination of this Agreement.

25.5 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.

26.0 ENTIRE AGREEMENT

26.1 Entire Agreement: This Agreement includes the Reference Documents attached to it and constitutes the entire Agreement between the parties 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.

26.2 Reference Documents: All schedules and attachments attached to or specifically referenced to in this Agreement form part of this Agreement including:

Schedule A	Description of Services
Schedule B	Fee Schedule
Schedule C	Privacy Protection Schedule

SCHEDULE A

DESCRIPTION OF SERVICES

1.0 CHIROPRACTIC SERVICES MAY INCLUDE:

1.1 INITIAL VISIT

1.1.1 The Initial Visit may include any or all of the following:

- Diagnosis;
- X-rays, when applicable;
- Treatment of the Injured Worker;
- General education with the goal of early and safe return to work;
- Provision and discussion of the return to work educational brochure ‘Your Chiropractor and You’.

1.1.2 The Initial Visit Fee (fee code 19130) includes any supplies relevant to the claim that are provided to the Injured Worker and is only payable once per Injured Worker per payee, per claim, and only following receipt of the Form 8C.

1.2 SUBSEQUENT VISITS (TREATMENT)

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

- Education focused on reactivation and early return to work following injury;
- Development of a Return to Work (RTW) plan;
- X-rays, when indicated.

1.2.2 The Subsequent Visit fee code (19131) may be invoiced once per day per Injured Worker and includes any supplies relevant to the claim that are provided to the Injured Worker.

1.3 JOB SITE VISIT (JSV) - PRE-APPROVED BY THE BOARD OFFICER

1.3.1 A Job Site Visit (JSV) is defined as a workplace visit for the purposes of supporting the Injured Worker in remaining at or returning to work.

The JSV 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 Graduated Return to Work (GRTW) including, job coaching/shadowing.

SCHEDULE A

DESCRIPTION OF SERVICES

1.3.2 The flat fee for the JSV and Report is inclusive of all the above elements and is payable only following receipt of the JSV Report by WorkSafeBC.

1.3.2.1 The flat fee for the JSV is inclusive of the report and any subsequent JSV when the subsequent Job Site visit is in follow up to the initial Job Site Visit and related to the same job opportunity.

1.3.2.2 The fee for JSV is inclusive of up to one (1) hour of return travel time. Travel time includes time spent traveling to the worksite, time for finding appropriate location on the work site and is over and above the time spent performing the JSV.

- JSV date(s) and findings must be reported in a JSV report and submitted to WorkSafeBC.

1.3.3 All Occupational Health and Safety Regulations must be adhered to while conducting any Job Site Visit.

1.4 COMMUNICATION

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.

2.0 DURATION OF TREATMENT

2.1 Treatment may continue for four (4) consecutive weeks from the date of the Initial Visit at which time the Chiropractor, if further treatment is required, will submit a Form 11C, Chiropractor's Report, with a plan for clinical recovery and return to work or recommendations for alternate investigation or treatment. The treatment plan will cover Services continuing for a period of up to a further four (4) weeks.

2.2 There will be no payments for Subsequent Visits beyond four (4) weeks until a Form 11C, Chiropractor's Report, is received by WorkSafeBC, with a plan for recovery.

2.3 Chiropractic Services provided for more than eight (8) weeks require authorization by the Board Officer.

3.0 REPORTING REQUIREMENTS

3.1 A Form 8C, Chiropractor's Report, (fee code 19134) must be received by WorkSafeBC, following the Injured Worker's first visit. Only one (1) is payable per claim.

3.2 A Form 11C, Chiropractor's Report, (Fee Code 19135) must be received by WorkSafeBC if:

- Chiropractic treatment is going to exceed the initial four (4) weeks;
- The Injured Worker's condition has changed since the last Form 11C, Chiropractor's Report, submission; or
- The Chiropractor is recommending a modified return to work.

3.3 A Written report (Fee Code 19141) will only be submitted and payable when requested by a Board Officer.

SCHEDULE A

DESCRIPTION OF SERVICES

- 3.4 A Comprehensive Report (Fee Code 19144) will only be submitted and payable when requested by a Board Officer.
- 3.5 The Job Site Visit /Assessment Report must be received by WorkSafeBC to be eligible for payment of the Job Site Visit/Assessment (Fee Codes 19718 & 19719).
- 3.6 Where an incident occurs of accidental or traumatic nature the Board Officer must be notified immediately and a written incident report must be submitted to the Board Officer.
- 3.7 All Internet communications that contain Injured Worker name and/or claim information must be sent securely, as determined by WorkSafeBC.
- 4.0 HOME VISIT**
- 4.1 The Home Visit pertains only to services for non-ambulatory Injured Workers and includes:
- Treatment;
 - Continued patient education with the goal of early and safe return to work.
- 4.2 The Home Visit Fee Code (19133) is only payable once per Injured Worker per payee per day.
- 5.0 TELEPHONE COMMUNICATION**
- 5.1 A Telephone Consultation (Fee Code 19132) is payable for telephone communication of up to fifteen (15) minutes with a Board Officer or designate, regarding treatment services and discharge planning.
- 5.1.1 Will not be invoiced for routine administrative or billing inquiries.
- 5.2 Pre-Authorized Employer Telephone Consultation (Fee Code 19717) is payable when authorized by the Board Officer for telephone communication of up to fifteen (15) minutes.
- 5.2.1 Will not be invoiced for routine inquiries.
- 5.2.2 The conversation must be documented to include date, time, Employer's contact name and a summary of the discussion.

SCHEDULE B

FEE SCHEDULE – 3 YEAR TERM

Fee Item Code	Description	Term 1 Fee Effective May 28, 2007	Term 2 Fee Effective June 2, 2008*	Term 3 Fee Effective June 2, 2009**
19130	Initial visit	31.00	32.00	32.00
19131	Subsequent visit	30.15	30.75	30.75
19132	Telephone Consultation with a WCB Claims Adjudicator – Up to 15 minutes	46.00	46.00	46.00
19133	Home visit (including travel to & from Injured Workers' home & call outs when office is normally closed)	40.53	40.53	40.53
19134	Form fee (8C) electronic within 3 days	27.12	30.12	40.00
19134	Form fee (8C) electronic received after 3 days	Not applicable	25.00	25.00
19134	Form fee (8C) non electronic	22.19	0.00	0.00
19135	Form fee (11C) electronic	21.00	23.78	23.78
19135	Form fee (11C)non-electronic	19.78	0.00	0.00
19138	Spinal series – min. 2 views	59.86	59.86	59.86
19139	Spinal series – recheck	23.19	23.19	23.19
19140	Peripheral joints – all views	26.70	26.70	26.70
19141	Written report as requested by the WCB	42.98	42.98	42.98
19142	Photocopies of Injured Worker's record (first 5 pages)	22.34	22.34	22.34
19143	Photocopies of Injured Worker's record (more than 5 pages)	1.06 per page	1.06 per page	1.06 per page
19144	Comprehensive report requested by the WCB	209.59	209.59	209.59
19717	Telephone Consultation with an Employer – Up to 15 minutes	46.00	46.00	46.00
19718	Jobsite Visit/Assessment (Includes report Received within 3 Business Days)	265.00	265.00	265.00
19719	Jobsite Visit/Assessment (Includes report Received after 3 Business Days)	210.00	210.00	210.00

* pending successful achievement of terms in clause 11.7 Initial Visit fee will increase to \$33.50 and Subsequent Visit Fee will increase to \$32.20

** pending successful achievement of terms in clause 11.6, otherwise Term 2 fees apply

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;
 - (b) "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;
 - (c) "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.
 - (d) "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 Act 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 WCB. 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 Act or 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.

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.

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, any such inspection.

Compliance with the Act and directions

16. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act 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 involved in the performance of the Agreement, the Contractor agrees to require each employee to attend an annual Freedom of Information Training seminar and to annually sign a confidentiality agreement in the form attached to this Schedule as Appendix "B". The Contractor agrees to appoint a knowledgeable senior employee trained in the FIPPA to provide the training and to notify the WorkSafeBC FIPP Coordinator of his/her name, title, business address and telephone number.

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.

PRIVACY PROTECTION SCHEDULE PGB.doc
October, 2006