



WORKING TO MAKE A DIFFERENCE

Corporate and Health Care Purchasing

Mailing Address
PO Box 5350 Stn Terminal
Vancouver, BC V6B 5L5

Location
6951 Westminster Hwy.
Richmond, BC V7C 5L5

www.worksafebc.com

Phone: (604) 276-3344

Fax: (604) 276-3260

Email: purchase@worksafebc.com

MESSAGE THERAPY SERVICES

Memorandum of Agreement made on August 1, 2004

BETWEEN:

WORKERS' COMPENSATION BOARD OF BRITISH COLUMBIA,
a body corporate, having its head office at 6951 Westminster Highway,
Richmond, BC V7C 1C6

("WorkSafeBC")

AND:

THE REGISTERED MESSAGE THERAPIST

If you are providing Massage Therapy Services to WorkSafeBC Injured Workers, you must abide by the terms stated in following attached Schedules:

- Schedule A – Services
- Schedule B – Fee Schedule
- Schedule C – Privacy Protection

The Registered Massage Therapist shall comply with Schedule C and will treat as confidential, and except insofar as such publication, release or disclosure is necessary to enable the Registered Massage Therapist 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 Registered Massage Therapist as a result of this Agreement except as required by law. In such instances, the Registered Massage Therapist shall advise WorkSafeBC prior to disclosing the information. The Registered Massage Therapist further agrees that the collection, use, storage, access and disposal of the Information shall be in compliance with the FIPPA and in particular with Part 3 of the FIPPA. 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 Registered Massage Therapist. 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 Registered Massage Therapist to carry out the Agreement or as required by law it shall be returned to WorkSafeBC or destroyed in accordance with the standards set by the FIPPA.

SCHEDULE A - SERVICES

1.0 THERAPY CONTENT

Massage Therapy Services must include:

- Treatment tailored to the needs of the Injured Worker
- Education focused on musculoskeletal rehabilitation , reactivation and early return to work following injury
- Communication as requested by the Board Officer
- Evidence based information for best practices
- Knowledge and application of MTABC's evidence based guidelines

2.0 FACILITY, EQUIPMENT, ORIENTATION

The RMT must:

- Maintain a suitable area and equipment to provide rehabilitative Massage Therapy Services
- Ensure a safe environment by routine and prompt maintenance of the facility and equipment
- Ensure safe operation of equipment
- Maintain a documented safety program
- Supervise each Injured Worker at all times by a member of the treatment team while participating in treatment
- Provide an orientation to the Injured Worker including treatment expectations, and provide an orientation to the facility, including safety procedures and evacuation plan

3.0 LENGTH OF STAY

- The period of massage therapy treatment for an Injured Worker will commence on the date of the initial massage therapy treatment. Treatment may continue for five (5) consecutive weeks and to a maximum number of three (3) treatments per week until RTW.
- If the Injured Worker does not RTW within five (5) weeks approval for continued treatment must be obtained from the Board Officer for further treatment.
- If required and pre-approved by the Board Officer, up to a maximum of three (3) additional weeks of treatment may be provided as follows:
 - For Injured Workers at full RTW, to a maximum of two (2) treatments per week
 - For Injured Workers in a Graduated RTW, to a maximum of three (3) treatments per week
- Treatment is limited to one (1) rehabilitation massage therapy treatment per day.

4.0 REPORTING AND COMMUNICATION REQUIREMENTS

- All reports requested by WorkSafeBC must be submitted to WorkSafeBC.
- The RMT must discuss the specifics of RTW possibility with the Board Officer before discussing plans with the Injured Worker.
- Any recommendation for further or alternative intervention, programs or services must be discussed with the Board Officer before including it in a Discharge Report or discussing with the Injured Worker.
- Where an incident occurs of accidental or traumatic nature the Board Officer and Attending Physician must be notified immediately and a written incident report must be submitted to the Board Officer.

5.0 INITIAL ASSESSMENT AND TREATMENT

Includes:

- Assessment, Evaluation and soft tissue diagnosis
- Treatment of the Injured Worker
- General education with the goal of early and safe return to work
- Any services including supplies that are used in the RMT's office while the Injured Worker is receiving treatment that could be provided by a therapist such as (e.g. hot and cold therapy, electrical modalities, exercise equipment, manual therapy, elastic devices such as elastic bands, Theraband, exercise balls, wobble boards, athletic tape, medical or sterile trays, etc.) will be part of the total Services and not billed separately
- Initial Assessment and Treatment Fee may only be billed once per Injured Worker, per Claim

6.0 SUBSEQUENT TREATMENT

Includes:

- Treatment
- Continued Injured Worker education with the goal of early and safe return to work
- Any services including supplies that are used in the RMT's office while the Injured Worker is receiving treatment that could be provided by a therapist such as (e.g. hot and cold therapy, electrical modalities, exercise equipment, manual therapy, elastic devices such as elastic bands, Theraband, exercise balls, wobble boards, athletic tape, medical or sterile trays, etc.) will be part of the total Services and not billed separately

7.0 DISCHARGE – REASSESSMENT-RETURN TO WORK

Includes:

- Treatment
- Disability Risk Assessment Protocol Survey to assess potential psychosocial indicators for delayed RTW

- Reassessment- end of treatment and/or return to work
- Clinical findings indicate Injured Worker is fit to return to pre-injury work
- Discharge from treatment- no further massage therapy is required
- Discharge-Return to Work-Reassessment Fee may only be billed once per Injured Worker per Claim

8.0 HOME-INSTITUTIONAL VISIT

Includes:

- Treatment
- Continued Injured Worker education with the goal of early and safe return to work,
- Any services including supplies that are used in the RMT's office while the Injured Worker is receiving treatment that could be provided by a therapist such as (e.g. hot and cold therapy, electrical modalities, exercise equipment, manual therapy, elastic devices such as elastic bands, Theraband, exercise balls, wobble boards, athletic tape, medical or sterile trays, etc.) will be part of the total Services and not billed separately
- The Home-Institutional Visit fee may only be billed if the Injured Worker is non-ambulatory
- Travel of up to two (2) units at the home visit fee rate may be billed in addition to one (1) Home-Institutional Visit Fee
- The Travel fee may only be billed once per destination, no matter how many Injured Workers are being seen at that destination
- Additional Injured Workers treated at the same location, may be billed at the single unit Home-Institutional Fee rate

9.0 TELEPHONE CONSULTATION

Includes:

- Discussions with the Board Officer or designate, regarding treatment services and discharge planning
- May not be billed for discussion of routine/billing issues
- Billable up to a maximum of fifteen (15) minutes

10.0 DISCHARGE STATUS CATEGORY CODES

The Injured Worker will be discharged under one (1) of the following Discharge Status options and related Discharge Status Category Codes based on the injury accepted on the claim. These are guidelines only and will be required only if a report is requested by the Board Officer:

CRITERIA: Injured Worker	DISCHARGE STATUS	DISCHARGE STATUS CATEGORY CODES
<ul style="list-style-type: none"> • has overcome the barriers preventing the return to his/her pre-injury job level, as measured by pre-injury critical job demands • is not job attached, but demonstrates the functional abilities to perform critical pre-injury job demands • has withdrawn from the program and the therapist confirms the Injured Worker could return to work without limitations • has not demonstrated functional abilities to meet critical job demands but an inconsistency in functional abilities has been observed and documented, and physical findings do not preclude a safe return to work 	<p>Fit to Return to Work without Limitations</p>	<ul style="list-style-type: none"> • Full Pre-Injury Duties
<ul style="list-style-type: none"> • has not demonstrated the ability to meet critical pre-injury job demands and objective findings of impairment are consistent with the demonstrated functional abilities • has withdrawn from the program and the therapist confirms the Injured Worker could return to work with limitations 	<p>Fit to Return to Work with Limitations*</p>	<ul style="list-style-type: none"> • Pre-injury Duties – Modified Hours • Modified Pre-Injury Duties – Pre-Injury Hours • Modified Pre-Injury Duties – Modified Hours • Alternate Duties - Pre-Injury Hours • Alternate Duties – Modified Hours
<ul style="list-style-type: none"> • has not demonstrated the physical abilities to return to work • has not overcome the barriers identified to return to work despite modifications at the work place • continues to demonstrate objective evidence of impairment • has been withdrawn from treatment by the Board Officer or Attending Physician • has withdrawn from treatment and the therapist is unable to confirm that the Injured Worker is fit to return to work • has been referred to another Rehabilitation Program or Service, including program transfers 	<p>Not Fit to Return to Work</p>	<ul style="list-style-type: none"> • Transferred to another clinic. • Withdrawn from program by Attending Physician. • Withdrawn from program by Board Officer. • Poor level of participation or attendance. • Recommend medical clarification/intervention • Recommend multidisciplinary treatment program. • Recommend community based services. • Recommend community based, structured program. • Recommend specialized services

<ul style="list-style-type: none"> • has demonstrated a poor level of attendance or participation with the treatment goals and expectations, and the therapist is unable to confirm ability to return to work. Evidence must be documented indicating poor participation, which may include: poor attendance; inconsistencies in demonstrated abilities; poor levels of participation; repeated attempts made to inform Injured Worker of responsibilities without associated improvements in participation; and/ or hostile/inappropriate behavior • is not fit to return to work and no further clinical intervention is required (includes Injured Workers participating in established Vocational Rehabilitation Plans). 		<p>(Hands; Brain Injury; etc.).</p> <ul style="list-style-type: none"> • Recommend RTW Support Services. • No further clinical intervention recommended.
--	--	--

*Where an Injured Worker is deemed fit to return to work with limitations, recommendations may be made for a return to modified or alternate work.

Modified duties are defined in the Rehabilitation Programs and Services as a reduction of intensity in **pre-injury work duties** in order to accommodate the Injured Worker’s limitations resulting from the injury.

Alternate duties are defined in the Rehabilitation Programs and Services as a return to employment performing alternate duties, or to a position having a different job title or description from the pre-injury work duties.

<p>11.0 SUBSEQUENT VISIT(S) – EXTENUATING CIRCUMSTANCES</p>
--

Subsequent visit(s) for extenuating circumstances may be applied to:

11.1 Treatment Over Eight (8) Weeks Through One (1) Year

In extenuating circumstances, subsequent treatments beyond eight (8) weeks must be pre-approved by a Board Officer. The duration of the subsequent treatments may continue as medically required by the Injured Worker. A report will be submitted prior to the end of the initial eight (8) weeks of treatment providing recommendations for duration, frequency of visits and rationale for ongoing treatment.

11.2 Treatment Beyond One (1) Year

For treatment expected to continue beyond twelve (12) months, a report must be received by WorkSafeBC within two (2) weeks of the anniversary date of the Initial Visit to obtain approval prior to continuing further treatment. The report should include rationale for ongoing treatment and recommendations for duration and frequency of visits. Should treatment continue on a long term basis pre-approval will be required annually.

11.3 **Reimbursement of Subsequent Visit(s) –Extenuating Circumstances**

Fee Code 19192 will be made on service units of fifteen (15) minutes. A maximum of nine (9) service units [eight (8) treatment service units plus one (1) travel for a round trip of up to 60 km] can be billed per visit. Subsequent visits- extenuating circumstances will be limited to one (1) per Injured Worker Visit per day.

SCHEDULE B - FEE SCHEDULE

Fee Item Code	Description	Business Rules	Fee Effective August 1, 2004
19150	Initial Treatment	<ul style="list-style-type: none"> Only billed once per Injured Worker 	\$26.82
19151	Subsequent Treatment		\$24.00
19159	Discharge – Reassessment – Return to Work Fee	<ul style="list-style-type: none"> Only billed once per Injured Worker 	\$25.87
19190	Written Report requested by WorkSafeBC	<ul style="list-style-type: none"> Only billed if requested by WorkSafeBC 	\$27.00
19191	Home-Institutional Visit – Travel Fee	<ul style="list-style-type: none"> Travel only billed once per destination Includes one (1) unit of treatment, two (2) units for travel 	To a maximum of \$47.52
19192	Subsequent Visit(s) – Extenuating Circumstances	<ul style="list-style-type: none"> Service units of fifteen (15) minutes Maximum of NINE (9) services units [Eight (8) treatment service units plus one (1) travel for a round trip of up to 60 km]. Limited to one (1) per Injured Worker Visit per day. 	\$18.00 per Service Unit
19155	Home-Institutional Visit Fee	<ul style="list-style-type: none"> Billable for each additional Injured Worker seen at same location 	\$15.84
19156	WorkSafeBC requested existing Case History and Chart Notes	<ul style="list-style-type: none"> First five (5) pages 	\$22.36
19157	WorkSafeBC requested Chart Notes over five (5) pages	<ul style="list-style-type: none"> Additional per page 	\$1.15
19158	Telephone Consultation with WorkSafeBC Case Manager or designate	<ul style="list-style-type: none"> Not to be billed for routine/billing inquiries Up to fifteen (15) minutes 	\$25.00
	Non-Electronic Invoice Fee	<ul style="list-style-type: none"> Charged for each fee line item invoiced by paper and fax transmission This becomes effective twelve (12) months after the start of this Agreement 	\$4.50

SCHEDULE C- PRIVACY PROTECTION

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 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 Act or any agreement between WorkSafeBC and the Contractor.

Storage and access to personal information

10. Unless WorkSafeBC otherwise directs in writing, 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 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.

PRIVACY PROTECTION SCHEDULE PGB.doc
December 6, 2005