



WORKING TO MAKE A DIFFERENCE

**Corporate and Health Care Purchasing**

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**CONTRACT #H001552**

**MESSAGE THERAPY SERVICES**

*Memorandum of Agreement Effective  
January 1, 2011 to December 31, 2015*

**BETWEEN:**

**MESSAGE THERAPISTS' ASSOCIATION OF BRITISH COLUMBIA**

A professional society having its head office at  
Suite 180 Airport Square  
1200 – West 73rd Avenue  
Vancouver, BC V6P 6G5

("MTABC")

**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 is created by and charged with the administration of the *Workers Compensation Act* R.S.B.C. 1996 c. 492 as amended (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 the MTABC hereby agree to the following terms and conditions under which a Registered Massage Therapist (“RMT”) shall provide Services to WorkSafeBC.

Wherefore WorkSafeBC and MTABC 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, Client Service Representative, Client Service Manager, Medical Advisor, Nurse Advisor, or other as designated.
CMTBC:	College of Massage Therapists of British Columbia.
Consultation:	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.
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.
Liaison Committee:	Committee of MTABC and WorkSafeBC members to jointly address terms of reference, areas of mutual interest and/or concerns regarding this Agreement.
MTABC:	Massage Therapists’ Association of British Columbia.
Registered Massage Therapist (“RMT”):	An individual who is a member in good standing with the College of Massage Therapists of British Columbia.
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 Act.
Negotiation Committee:	MTABC and WorkSafeBC members involved in negotiating the terms of this Agreement.
Nurse Advisor:	A nurse within WorkSafeBC responsible for assisting the medical and adjudication staff in the provision of health care services to Injured Workers, with a focus on Return to Work.
Party:	WorkSafeBC and/or MTABC.

Return to Work (RTW) Outcome:	The percentage of Injured Workers collecting wage loss at the time of the Initial Visit and have ended their wage loss eligibility within five (5) weeks of the Initial Visit for each RMT.
RTW:	Return to work.
Services/Massage Therapy Services:	The massage therapy services provided by or under the direction of qualified RMTs as set by WorkSafeBC under this Agreement as set out in Schedules A, B1, B2, and C.
WorkSafeBC, WCB or the Board:	The Workers' Compensation Board of British Columbia.

## **1.0 SERVICES**

- 1.1 Services: The RMT shall provide to WorkSafeBC the Services only as described in Schedules A, C and at the rates set out in Schedules B1 & B2.

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: The parties agree that Injured Workers should receive treatment from only one (1) type of rehabilitation service at a time. Therefore, Injured Workers that are receiving Massage Therapy services should not concurrently be receiving other types of treatment, unless it is pre-approved by the Board Officer.

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

MTABC 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. MTABC 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.

## **2.0 TERM OF AGREEMENT**

- 2.1 Initial Term: The term of the Agreement under which RMTs will provide Services to WorkSafeBC as described in Schedules A, B1, B2, and C is for a period of five (5) years, commencing on January 1, 2011 and terminating on December 31, 2015 (the "Term").
- 2.2 Renewal: This Agreement shall continue in effect after the expiration date until it is replaced by a new or amended Agreement.

### **3.0 RELATIONSHIP BETWEEN WORKSAFEBC AND MTABC**

- 3.1 **MTABC:** Subject expressly to the limitations set out herein, WorkSafeBC recognizes MTABC as the official and authorized body to negotiate the terms under which RMTs shall provide Services to WorkSafeBC.
- 3.2 **Designates:** WorkSafeBC designates the Vice-President responsible for Health Care Services and/or other WorkSafeBC designate, and MTABC designates the Executive Director for the purposes of administering this Agreement.
- 3.3 **Consultation:** WorkSafeBC shall inform and consult with MTABC 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 RMTs who perform Services for WorkSafeBC under the terms of this Agreement. In the event MTABC disagrees with any change WorkSafeBC implements, MTABC 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 MTABC, 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 MTABC on a fee for service basis in respect to specific requests made by MTABC. The fee shall be waived if the Liaison Committee agrees that the report is mutually beneficial.

### **4.0 LIAISON COMMITTEE**

- 4.1 WorkSafeBC and MTABC shall participate in a WorkSafeBC/MTABC Liaison Committee (the "Liaison Committee") to address terms of reference, areas of mutual interest and/or concerns. 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 MTABC 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 members' participation.
- 4.2.2 One (1) representative of MTABC 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 comprise of two (2) chair persons. One (1) chair person shall be selected from MTABC'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 MTABC, 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 shall issue communications to notify RMTs of their Return To Work outcomes after each measurement interval and their fee rate eligibility for the RTW Incentive Fee - Schedule B1.
- 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 The Liaison Committee will attempt to resolve any disagreement between WorkSafeBC and MTABC and/or the RMT which are referred to it and in accordance with 26.0 Dispute Resolution.  

This may include RTW outcome measures for RMTs where an Injured Worker withdraws prior to the completion of their treatment plan and the RMT is transferred from the higher to the lower fee rate for Return to Work Incentives – Fee Schedule B1.
- 4.4.6 The Liaison Committee will review any process changes to establish MTABC's role to jointly evaluate non-compliance with the Agreement, to educate and alert RMTs before referring to WorkSafeBC's discretion for the removal of RMTs from providing Services in the Massage Therapy network.
- 4.4.7 Changes to the content of this Agreement and fee negotiation are beyond the terms of reference for the Liaison Committee.

#### 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 Massage Therapy services including brochure and form development, reporting requirements and billing processes.
- 4.5.4 Consultation on the educational needs of MTABC members and WorkSafeBC employees regarding the practice of Massage Therapy and recommending an educational strategy to address those needs.
- 4.5.5 Any other subject matter the parties may agree to define as a primary objective in future.

### **5.0 CURRENT ELECTRONIC PAYMENT SYSTEM**

- 5.1 The RMT 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).
- 5.2 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.

## **6.0 FUTURE TECHNOLOGY AND DATA REQUIREMENTS**

- 6.1 The RMT shall possess and maintain the required 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 RMT shall comply with WorkSafeBC requirements for submission of data in the prescribed format within ninety (90) days from receipt of notification of such 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, upon providing ninety (90) days notice of their intention to do so. WorkSafeBC reserves the right to use third party software to administer data requirements in the future. The RMT agrees to use this third party software and maintain 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 RMT for a limited time to offset reasonable expenses incurred by the RMT in association with but not limited to clause # 6.3. WorkSafeBC shall provide written notification to both the MTABC and the RMT regarding the terms of the fee service supplement.

## **7.0 INVOICING**

- 7.1 Authorized Services: The RMT shall only submit invoices to WorkSafeBC for authorized Services as described and in compliance with Schedules A, and B1 & B2. No additional charges shall be invoiced to or payable by WorkSafeBC.
- 7.2 Fee Item Codes: The RMT shall only submit invoices that reference the appropriate fee item code as described in Schedules B1 & B2.
- 7.3 WorkSafeBC Claim Status: The RMT 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 pending claim is subsequently accepted by WorkSafeBC, the RMT shall reimburse the Injured Worker for all amounts received from the Injured Worker. The Massage Therapist shall then invoice WorkSafeBC for the provision of Services under this Agreement as described in Schedules B1 & B2.
- 7.5 Charges to the Injured Worker: The RMT 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 to any other individual, business or other entity, unless the fee is charged for treatment or services unrelated to the claim.
- 7.6 Missed, Late or Cancelled Appointments: The RMT shall not invoice WorkSafeBC for missed, late, or cancelled appointments.

- 7.7 Invoice Submission: The RMT shall submit invoices to WorkSafeBC Payment Services in the prescribed format within ninety (90) days, or earlier, of the completion of the Services or the Injured Workers' discharge in accordance with Schedules B and B1. Invoices received after ninety (90) days from the completion of the Services may not be paid by WorkSafeBC.
- 7.8 Individual Manual (Paper) Invoices for Each Injured Worker: Where the RMT submits a manual invoice, the RMT shall only reference the Services provided to one (1) Injured Worker in an invoice. Where a RMT is providing Services for multiple Injured Workers simultaneously, the RMT shall issue a separate invoice for Services rendered for each Injured Worker.
- 7.9 Invoice Business Name: The RMT shall use the same business name referenced on all invoices submitted by the RMT.
- 7.10 Currency: The RMT shall submit all invoices in Canadian funds.
- 7.11 HST: WorkSafeBC is subject to the Harmonized Sales Tax ("HST"). Where applicable, the RMT shall show HST separately for each line item (not a lump sum) on an invoice, using fee code 19330<sup>1</sup> and include the RMT's GST/HST registration number.

## **8.0 PAYMENT**

- 8.1 Fee Schedule: WorkSafeBC shall pay the RMT in accordance with Schedules A and B1 & B2 for providing Services only if the Services are authorized by WorkSafeBC and if the RMT has provided the Services in compliance with the terms and conditions of this Agreement.
- 8.2 Non-Electronic Invoice Fee: WorkSafeBC shall apply a non-electronic processing fee as described in Schedule B2 to invoices received from the RMT by paper and/or fax transmission, except in those cases where electronic business rules prohibit electronic transmission.
- 8.3 Invoice Returns: WorkSafeBC shall notify the RMT 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 RMT until an invoice complies with the terms of this Agreement and is received by WorkSafeBC or the invoice has been corrected by WorkSafeBC.
- 8.4 I.C.B.C. Claims: WorkSafeBC shall not seek a refund or redirection of an invoice from the RMT for any payments that were made in error, in good faith and in accordance with this Agreement that are determined to be the responsibility of the Insurance Corporation of BC and not of WorkSafeBC.
- 8.5 Currency: WorkSafeBC shall submit all payments in Canadian funds.

## **9.0 QUALIFICATIONS OF RMT**

- 9.1 Qualifications: During the Term of this Agreement, the RMT shall be a member in good standing of the CMTBC.
- 9.2 Qualification Review: WorkSafeBC may undertake a review to confirm the professional credentials of the RMT at any time during the Term of this Agreement. If WorkSafeBC

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<sup>1</sup> Revised December 14, 2010 to correct fee code.

determines that the RMT is not a member in good standing of the CMTBC, WorkSafeBC may proceed to clause 30.0 Termination of the Services by a RMT as set out in this Agreement.

## **10.0 RECORDS AND AUDIT RIGHTS**

- 10.1 Subject to any restrictions imposed by the CMTBC, the RMT shall maintain all clinical records, business records, accounting records, books, time sheets, invoices and any other documents expressly relating to the Services provided to an Injured Worker (the “Clinical and Business Records”) for a period of 7 years from the last date that any Service was provided to the Injured Worker or the period required by the CMTBC whichever is longer (the “Records Retention Period”).
- 10.2 When requested by WorkSafeBC, the RMT shall during the Records Retention Period make the Clinical and Business Records available to WorkSafeBC for review, inspection, audit, or reproduction by WorkSafeBC’s employees and/or subcontractors or authorized representative, during normal business hours at the RMT’s office or place of business. Where the RMT copies any of the Clinical or Business records at the request of WorkSafeBC during an audit the RMT shall be entitled to a fee of \$0.25 per page. Where the RMT makes the Clinical and Business Records available for onsite inspection or audit it shall not be entitled to a fee for providing copies.
- 10.3 Subject to any requirements of the CMTBC, WorkSafeBC may, at any time during the Records Retention Period audit all the RMTs Clinical and Business Records concerning Services provided under this Agreement in whatever form they may be kept, including any documents or other materials upon which the Clinical and Business Records are based. Where, in response to a request for records from WorkSafeBC, the RMT is of the opinion the requirements of the CMTBC restrict its ability to comply with this provision, it shall immediately notify WorkSafeBC. The foregoing in no way restricts the right of WorkSafeBC to compel the production of the RMT’s records or the RMT’s obligation to respond to an order or subpoena issued by WorkSafeBC in accordance with the Workers Compensation Act.
- 10.4 Upon receipt of a request from WorkSafeBC, the RMT, shall, within seven (7) business days, give WorkSafeBC full access to the RMT’s complete file on any particular injured worker, including the Clinical and Business Records in respect to Services provided to the Injured Worker pursuant to this Agreement. This may include but is not limited to an injury from a previous claim. Where the RMT is of the opinion the requirements of the CMTBC restrict its ability to comply with this provision it shall immediately notify WorkSafeBC.

## **11.0 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 RMT to WorkSafeBC and any Information supplied by WorkSafeBC to the RMT under this Agreement is subject to FIPPA.
- 11.2 The RMT acknowledges that they are a Service Provider within the meaning of FIPPA and shall adhere to and comply with Schedule C.

## **12.0 ADVERTISING, PUBLICATION OR SOLICITATION**

- 12.1 The RMT 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 RMT may use the following statement in its advertising: "Part of WorkSafeBC Massage Therapy Network" or others as determined by WorkSafeBC.
- 12.2 The RMT 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 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 RMT to cease using any reference to WorkSafeBC in its advertising or may terminate this Agreement or both.

## **13.0 WORKSAFEBC ASSESSMENT REGISTRATION**

- 13.1 As a condition of the Agreement, the RMT 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 RMT shall 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.

## **14.0 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 RMT, WorkSafeBC may, without limiting or waiving any right or remedy against the RMT under this Agreement, set off against and apply that sum to any amounts owing by the RMT to WorkSafeBC, including but not limited to prior over billing, and accounts for assessments levied against the RMT by WorkSafeBC, pursuant to the Act, which are due and owing by the RMT to WorkSafeBC, until that amount has been completely set off.

## **15.0 OCCUPATIONAL HEALTH AND SAFETY**

- 15.1 The RMT 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. If the Services are provided outside of British Columbia the RMT shall comply with all applicable health and safety regulations pursuant to the Workers' Compensation legislation in place within that jurisdiction, including but not limited to Occupational Health and Safety Regulations, First Aid Regulations, Occupational Environment Regulations and Workplace Hazardous Materials Information System Regulations.
- 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 RMT 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 RMT shall ensure that all work performed in British Columbia by the RMT, 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 RMT does not comply with this requirement, the WorkSafeBC may terminate this Agreement for cause.

## **16.0 INCIDENT REPORTING**

16.1 The RMT shall report in writing, to the WorkSafeBC Program Manager of Health Care Services and Case Manager, any alleged or actual physical or psychological trauma sustained by any Injured Worker while, or as a result of, attending the RMT's facility. The incident or trauma must be reported within twenty-four (24) hours of the RMT becoming aware of it having occurred.

## **17.0 THREAT AND HAZARD**

17.1 The RMT, 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. If there is imminent danger to anyone, the RMT shall contact the local policing authorities without delay.

## **18.0 COMPLIANCE WITH LAWS AND REGULATIONS**

18.1 The RMT 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.

## **19.0 INSURANCE**

19.1 Commercial General Liability: During the term of this Agreement and any subsequent renewal, the RMT 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, B1, B2 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 RMT 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 RMT shall at their own expense, and without limiting their liability herein insure their operations against professional negligence.. The Massage Therapist 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 RMT shall provide written proof of continuing insurance to WorkSafeBC.

## **20.0 INDEMNIFICATION**

20.1 The RMT 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 RMT, their directors, officers, employees, servants, agents, and subcontractors, in the performance by the RMT of this Agreement.

## **21.0 FORCE MAJEURE**

21.1 Neither Party and/or RMTs will be liable for any failure or delay to perform that Party's and/or RMT's obligations resulting from any cause beyond that Party's and/or RMT's reasonable control, including but not limited to wars, acts of terrorism, riot, fires, strikes, work stoppages or slowdowns, floods, hurricanes, tsunamis, or other extreme climatic events, or delays caused by material shortages. If an event of force majeure occurs, the Party and/or RMT who fails to perform its obligations shall notify the other Party and/or RMT and use commercially reasonable efforts to rectify the event of force majeure and resume its obligations with the least possible delay.

## **22.0 INDEPENDENT CONTRACTOR**

22.1 The RMT is an independent contractor and neither the RMT, nor their directors, officers, employees, servants, agents, or subcontractors are the directors, officers, servants, agents, or subcontractors of WorkSafeBC.

22.2 The RMT 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 RMT or the RMT's employer.

22.3 WorkSafeBC may, from time to time, give such instructions as it considers necessary to the RMT in accordance with the terms of this agreement. The RMT shall comply with these instructions, but the RMT 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.

## **23.0 ASSIGNMENT**

23.1 The RMT shall not assign, either directly or indirectly, this Agreement or any rights, duties, or obligations of the RMT arising pursuant to this Agreement, except as outlined in the CMTBC's Standards of Practice regarding Delegation and Supervision, including any and all amendments.

23.2 The RMT's delegation of a component of the Services to a member in good standing as recognized by the MTABC and CMTBC, including any and all amendments, or acceptance of the Services by the WorkSafeBC shall not in any way relieve the RMT of the responsibility for the adequacy of the Services. The RMT is liable for all damages caused by negligent performance or non-performance of work under this Agreement by another member.

23.3 The RMT shall ensure the member in good standing complies with the clinical practice statement and the contents of this Agreement.

## **24.0 STANDARD OF CONDUCT**

24.1 The RMT shall perform all Services in a professional manner satisfactory to WorkSafeBC, in accordance with the *Health Professions Act*, Massage Therapist Regulations and the bylaws of the CMTBC.

24.2 WorkSafeBC has a Standards of Conduct Policy, a Personal Harassment Policy, and a Safety in the Workplace Policy. The RMT 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 at <http://www.WorkSafeBC.com> under “Bid Opportunities; Purchasing Policies and Terms”.

## **25.0 CONFLICT OF INTEREST**

25.1 The RMT shall ensure that Services are provided to WorkSafeBC without any conflict of interest. Examples of conflict of interest include, but are not limited to:

- any officer, director, employee, servant or agent of the RMT 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 RMT or otherwise solicit referrals/requests for Services (this clause does not preclude the RMT from communicating with the Board Officer regarding specific issues related to Injured Worker treatment plans);
- the RMT knowingly provides Massage Therapy 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 RMT is also an employee of WorkSafeBC;
- 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 RMT recognizes or perceives a conflict of interest, the RMT shall immediately provide written notice to WorkSafeBC of the conflict.

## **26.0 DISPUTE RESOLUTION**

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

26.2 Liaison Committee:

The Liaison Committee will not hear a dispute unless the aggrieved party has raised the issue(s) to the Liaison Committee within six (6) months of failure to resolve it as provided in 26.1.

The Liaison Committee may 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 RMT involved in the issue or WorkSafeBC may raise an issue to the Liaison Committee. A formal meeting of the Liaison Committee shall be completed within thirty (30) calendar days of the dispute being raised to the committee. A written decision of the Liaison Committee shall be completed within fifteen (15) calendar days of the Liaison Committee's meeting.

The RMT shall deliver their position on the dispute in writing to the Liaison Committee at least fifteen (15) calendar days prior to the Liaison Committee meeting and include the names and

addresses of the RMT's representatives. Health Care Services shall deliver its position in writing at least five (5) calendar days prior to the Committee meeting with a copy to the RMT and their representatives. The RMT shall have the right to submit a rebuttal submission at least two (2) calendar days prior to the Committee meeting. The discussion at the formal meeting will be limited to only those points raised in these written positions unless the Committee otherwise permits or the parties to the dispute otherwise consent.

The RMT and Health Care Services shall present their positions at the meeting which shall take place at the premises of WorkSafeBC in Richmond, British Columbia. The parties to the dispute shall pay their own costs and expenses associated with attending the meeting, unless otherwise decided 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 RMT 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*.

## **27.0 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.

## **28.0 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 Senior Manager of Corporate and Health Care Purchasing and MTABC.

## **29.0 GENERAL CONTRACT NOTICES**

- 29.1 Any document sent to WorkSafeBC, 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  
**Massage Therapists' Association of British Columbia**  
Suite 180 Airport Square  
1200 – West 73rd Avenue  
Vancouver, BC V6P 6G5  
Fax #: (604) 873-6211

And if to the 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.

### **30.0 TERMINATION**

- 30.1 Termination for Breach: WorkSafeBC reserves the right to terminate the provision of the Services by any RMT at any time during the term of this Agreement upon the occurrence, any of the following events:
- (a) the RMT's failure to deliver the Services in accordance with the terms of this Agreement as set out in Schedules A, B1, B2, and C to the satisfaction of WorkSafeBC; or
  - (b) the RMT'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 RMT's failure to meet Schedules A, B1, B2, and C and as set out in clause 4.4.6 Liaison Committee, to the satisfaction of WorkSafeBC; or
  - (d) the RMT's filing of misleading information or misrepresenting Services; or
  - (e) the RMT has directly charged fees or collected fees in addition to or in excess of those provided under this Agreement and the RMT knew or ought to have known, that the Injured Worker was entitled to benefits under the Act; or
  - (f) the RMT, 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 RMTs of British Columbia's standards of professional and ethical conduct; or
  - (g) the RMT's failure to rectify defaults or breach where notice has been provided under this Agreement; or
  - (h) a fundamental breach of contractual terms

Such termination shall be in writing and may be without notice and will be effective upon receipt of written notice of termination by the RMT and shall not result in any penalty or other charges to WorkSafeBC. WorkSafeBC shall also immediately suspend the RMT'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 shall provide written notification to the RMT 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 RMT 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 for Breach by a RMT as set out in this Agreement.

30.3 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 MTABC elects to terminate this Agreement, MTABC must provide written notification in accordance with clause 29.0 hereof. After receipt of such notice, WorkSafeBC will no longer be under further obligation to the RMTs, except to pay the RMTs such amount as they may be entitled to receive for payment of Services provided to the date of termination.

30.4 No Fault Termination: 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 impacting the subject matter of this agreement; 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 the MTABC, 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 the MTABC, WorkSafeBC will no longer be under further obligation to the RMTs, except to pay the RMTs such amount as they may be entitled to receive for payment of Services provided up to the date of termination.

## **31.0 MISCELLANEOUS**

31.1 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.

31.2 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.

31.3 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.

31.4 Survivability: The obligations of the RMTs, MTABC, their employees, servants, agents and subcontractors as set out in clause 10.0 through 10.4 inclusive and clause 11.0 through 11.2 inclusive. 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.

31.5 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.

**32.0 ENTIRE AGREEMENT**

32.1 Entire Agreement: This Agreement includes the Schedules attached to it constitutes the entire Agreement between WorkSafeBC, MTABC and RMTs 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.

32.2 Reference Documents: All schedules, attachments, guides and manuals specifically referenced to in this Agreement form a part of this Agreement including:

Schedule A	Massage Therapy Services
Schedule B1	RTW Incentive Fee Schedule
Schedule B2	Fee Schedule
Schedule C	Privacy Protection Schedule

IN WITNESS WHEREOF, MESSAGE THERAPY ASSOCIATION OF BRITISH COLUMBIA and the WORKERS' COMPENSATION BOARD, have executed this Agreement as of the day and year above first written.

Signed for and on behalf of  
**MESSAGE THERAPISTS' ASSOCIATION OF BRITISH COLUMBIA**

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**Authorized Signatory**  
Damon Marchand, RMT  
President, MTABC

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Date

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

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**Authorized Signatory**  
Sheila Garner  
Senior Manager – Corporate & HealthCare Purchasing

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Date

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

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**Authorized Signatory**  
Andrew Montgomerie  
Director – Health Care Services

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Date

## SCHEDULE A MASSAGE THERAPY SERVICES

### 1.0 OVERVIEW

- 1.1 The goal of massage therapy 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 RMT have an understanding of the Injured Worker's critical job demands for treatment and return to work planning
- 1.2 RMTs shall place an emphasis on return to work through active and functional exercises, unless medically contraindicated.

### 2.0 SERVICE EXPECTATION

- 2.1 WorkSafeBC Claim Status: The RMT shall be responsible for determining the status of an Injured Worker's claim.
- 2.2 Referral Requirement: The RMT shall only provide Services to an Injured Worker after receiving a referral from the Injured Worker's Physician. The RMT shall keep the referral in the clinical record and provide it to WorkSafeBC, upon request.
- 2.3 Concurrent Care: Injured Workers shall receive treatment from only one (1) type of rehabilitation service at a time. It is the RMT's responsibility to determine if the Injured Worker is receiving other types of treatment from WorkSafeBC. The RMTs shall not provide Services to Injured Workers who are concurrently receiving other types of treatment, unless it is pre-approved by the Board Officer.
- 2.4 Compliance: The RMT shall comply with The Workers' Compensation Act, The Health Professions Act (RMTs Regulation), the CMTBC Bylaws specifically regarding Standards of Practice and Code of Ethical Conduct,
- 2.5 Injured Worker Education: The RMT shall initiate education for the Injured Worker at the Initial Visit and continued through all Subsequent Treatments. The education is to be focused on musculoskeletal rehabilitation and reactivation with the goal of early return to work.

### 3.0 FACILITY/EQUIPMENT

- 3.1 The RMT providing the Service from a clinic shall:
  - 3.1.1 Maintain a suitable treatment area and appropriate equipment for active treatment.
  - 3.1.2 Ensure a safe environment by routine and prompt maintenance of the facility and equipment.
  - 3.1.3 Comply with the CMTBC practice statement regarding private massage therapy practice/corporations.

### 4.0 GENERAL REPORTING AND COMMUNICATION REQUIREMENTS

- 4.1 Telephone Consultation: The RMT will consult with the Board Officer as required during the treatment.

## SCHEDULE A MASSAGE THERAPY SERVICES

- 4.2 Report Content: Reports must be submitted by the RMT as requested by the Board Officer or required by the Agreement. All reports shall be completed using the appropriate WorkSafeBC “Massage Treatment Report”:
- 4.2.1 The RMT shall submit a report that must include, but is not be limited to:
- Injured Worker’s current clinical status;
  - An outline of the treatment goals;
  - The estimated number of visits;
  - The frequency of visits;
  - The expected duration of treatment and discharge date; and
  - The expected treatment outcome and recommendation.
- 4.3 Return to Work: The RMT must discuss any return to work recommendations for the Injured Worker with the Board Officer before any communications occur with the Injured Worker.
- 4.4 Communication Copies: Copies of all claims related communication sent to the Worker’s Attending Physician shall be sent to WorkSafeBC.
- 4.5 Massage Treatment Report: Reports shall be submitted by the RMT within the timelines specified in accordance to 5.0 Service Description.
- 4.6 Further/ Alternative Intervention Programs or Services: The RMT must discuss any recommendations for further or alternative intervention programs or services with the Board Officer before any communications with the Injured Worker.
- 4.5 Inconsistent Findings: If the RMT’s assessment identifies findings that are inconsistent with the injury on the accepted claim, the RMT shall notify via telephone the Board Officer and the referring Physician within one (1) business day of the assessment. The Board Officer will then determine whether or not the findings are part of the claim.
- 4.6 Treatment Plan: The Board Officer may accept, modify or reject the treatment plan at any time during the treatment process.
- 4.7 Injured Worker Injury: The RMT will promptly report to WorkSafeBC any injury to an Injured Worker occurring during treatment as set out in clause 16.0 Incident Reporting.

## SCHEDULE A MASSAGE THERAPY SERVICES

### 5.0 SERVICE DESCRIPTION

#### 5.1 INITIAL VISIT

- 5.1.1 The Initial Visit includes an assessment, evaluation, and creation of a treatment plan for the Injured Worker.
- 5.1.2 The Initial Visit will also include treatment, if indicated.
- 5.1.3 The RMT shall provide education for the Injured Worker with the goal of early return to work.
- 5.1.4 WorkSafeBC shall pay the RMT in accordance with Schedule B1 for the Initial Visit where the Injured Worker's claim has been accepted by WorkSafeBC or if the Injured Worker's claim is pending on the date of the Initial Visit and is subsequently not accepted, when the Initial Visit is provided within 8 weeks from the date of injury.
- 5.1.5 If the Initial Visit is less than eight (8) weeks from the date of injury, the RMT shall submit a "Massage Treatment Report". The RMT shall commence with treatments in accordance with the submitted treatment plan. The treatment plan does not need to be approved by the Board Officer for any treatments that occur within 8 weeks from the date of injury.<sup>2</sup>
- 5.1.6 If the Initial Visit is greater than eight (8) weeks from the date of injury, the RMT shall contact the Board Officer to clarify the claim status prior to providing any Services or submitting a "Massage Treatment Report".  
  
The Board Officer will inform the RMT if any treatment will be covered by WorkSafeBC. Any visits, including the Initial Visit in this case will not be reimbursed if treatment is not authorized.<sup>3</sup>
- 5.1.7 The RMT shall submit a "Massage Treatment Report" to WorkSafeBC within 3 (three) business days from the Initial Visit. (Day zero (0) is considered the date of the Initial Visit).
- 5.1.8 Initial Visit Fee may only be invoiced once per Injured Worker per accepted claim.
- 5.1.9 The period of the massage therapy treatment commences upon the date of the Initial Visit for an Injured Worker. (Day zero (0) is considered the date of the Initial Visit).

#### 5.2 SUBSEQUENT TREATMENT

- 5.2.1 Subsequent treatment is treatment that occurs after the date of the Initial Visit.
- 5.2.2 The RMT shall provide continued education for the Injured Worker with the goal of early return to work.
- 5.2.3 Subsequent Treatment is limited to one (1) per Injured Worker per day.
- 5.2.4 WorkSafeBC shall only pay for Subsequent Treatments where the claim has been accepted by WorkSafeBC.
- 5.2.5 The RMT must obtain Board Officer approval before the commencement of any subsequent treatment that occur eight (8) weeks after the date of injury. The Board Officer will inform the RMT if treatment that occur eight (8) weeks after the date of injury will be covered by

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<sup>2</sup> Revised January 24, 2011 to remove Board Officer approval for the initial visit if less than 8 weeks from the date of injury.

<sup>3</sup> Revised January 24, 2011 to delete The RMT must obtain Board Officer approval before the commencement of treatment. Payments for Initial Visits provided beyond 8 weeks from the date of injury will only be made upon Board Officer approval.

## SCHEDULE A MESSAGE THERAPY SERVICES

WorkSafeBC. Any Subsequent Visits that occur eight (8) weeks after the date of injury will not be reimbursed if treatment is not authorized.<sup>4</sup>

5.2.6 The RMT is responsible to determine if the Injured Worker is receiving other types of treatment from WorkSafeBC. The RMTs shall not provide Services to Injured Workers who are concurrently receiving other types of treatment, unless it is pre-approved by the Board Officer.

5.2.7 **TREATMENT DURATION OF FIVE (5) WEEKS:**

Treatment may be provided to a maximum of three (3) treatments per week within a period of five (5) consecutive weeks until the Injured Worker returns to work for a maximum of fifteen (15) treatments.

5.2.8 **TREATMENT BEYOND FIVE (5) WEEKS:**

5.2.8.1 In order to provide treatment beyond five (5) weeks from the Initial Visit, the RMT shall submit a "Massage Treatment Report" to the Board Officer which must be received prior to the treatment end date (initial five (5) consecutive weeks). The report is to include:

- Injured Worker's current clinical status;
- An outline of the treatment goals;
- The estimated number of visits;
- Frequency of visits;
- The expected duration of treatment and discharge date; and
- The expected treatment outcome and recommendation.

5.2.8.2 The RMT must obtain prior approval from the Board Officer for any further treatment beyond five (5) weeks.

5.2.8.3 Treatment extensions may be authorized by the Board Officer where there is evidence and rationale to support the recommendation. Evidence and rationale shall include, but is not limited to:

- Objective measures demonstrating significant progress towards pre-injury work demands;
- Weekly goals and specified time frames that progress towards pre-injury work; or
- A return to work plan is in progress.

5.3 **EXTENUATING CIRCUMSTANCES TREATMENT**

5.3.1 In specific circumstances where the severity of the medical condition of the Injured Worker requires on-going massage therapy and meets the medical conditions defined in #5.3.3, the RMT shall submit a "Massage Treatment Report" to the Board Officer. The RMT must obtain prior approval from the Board Officer to commence treatment for Extenuating Circumstances.

5.3.2 The Extenuating Circumstances Treatment is a separate category from the Initial Visit and Subsequent Treatment categories. Extenuating Circumstances Treatment may be billed from Day zero (0) instead of the Initial Visit and/or Subsequent Treatments.

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<sup>4</sup> Revised January 24, 2011 to clarify subsequent treatment.

**SCHEDULE A**  
**MASSAGE THERAPY SERVICES**

5.3.3 The following medical conditions are included under “Extenuating Circumstances”:

- Lymphedema;
- Any medical condition that is approved by a WorkSafeBC Medical Advisor as requiring ‘Extenuating Circumstances’ due to the complexity of the condition.

5.3.4 Reimbursement of the Extenuating Circumstances Treatment Fee may only be invoiced:

- In service units of fifteen (15) minutes; and
- To a maximum of eight (8) service units per visit per claim per day (six (6) treatment service units plus two (2) service units for travel).

5.3.5 The RMT must submit a “Massage Treatment Report” to the Board Officer at least five (5) business days before the end of every six (6) month period and obtain prior approval from the Board Officer to continue treatment.

5.3.6 **TRAVEL FOR EXTENUATING CIRCUMSTANCES TREATMENT:**

- Travel is defined as time spent traveling to and from the home or institution. It is separate and above the time spent performing the Service;
- Travel Fee may be invoiced only once per destination even if the travel occurrence encompasses multiple Injured Workers;
- The RMT assumes responsibility for travel time and all other expenses related to delays as a result of weather or any other unforeseen circumstances;
- The RMT is responsible for all routine travel expenses (e.g. parking, gasoline) related to the Service.

5.4 **OUT OF CLINIC TREATMENT**

5.4.1 Out of Clinic Treatment shall be provided where an Injured Worker is unable to safely travel to a massage therapy clinic or where the Board Officer approves treatment in an Injured Worker’s residence or an institution due to the nature and severity of the injury. These conditions may include, but are not limited to Injured Workers with traumatic injuries recently discharged from the hospital.

5.4.2 The goal of an Out of Clinic Treatment is to improve function to a level that allows the Injured Worker to safely travel to a massage therapy clinic.

5.4.3 The Out of Clinic Treatment is a separate category from the Initial Visit, Subsequent Treatment and Extenuating Circumstances Treatment categories. Out of Clinic Treatment may be billed from Day zero (0) instead of the Initial Visit and/or Subsequent Treatments and/or Extenuating Circumstances Treatment.

5.4.4 The RMT shall provide continued education for the Injured Worker with the goal of early return to work.

5.4.5 Out of Clinic Treatment Fee may only be invoiced once per Injured Worker per day.

5.4.6 Reimbursement of the Out of Clinic Treatment Fee may only be invoiced:

- In service units of fifteen (15) minutes; and
- To a maximum of two (2) service units per visit plus two (2) service units for travel.

5.4.7 **TRAVEL FOR OUT OF CLINIC TREATMENT:**

- Travel is defined as time spent traveling to and from the home or institution. It is separate and above the time spent performing the Service;

## SCHEDULE A MASSAGE THERAPY SERVICES

- Travel Fee may be invoiced only once per destination even if the travel occurrence encompasses multiple Injured Workers;
- The RMT assumes responsibility for travel time and all other expenses related to delays as a result of weather or any other unforeseen circumstances;
- The RMT is responsible for all routine travel expenses (e.g. parking, gasoline) related to the Service.

### 6.0 CLINICAL RECORDS

- 6.1 The RMT shall maintain a clinical record for each Injured Worker.
- 6.2 The clinical record shall comply with the relevant CMTBC Clinical Practice Statement.

### 7.0 INVOICING

- 7.1 Schedule A - Massage Therapy Services: RMTs shall only submit invoices for authorized Services as described in Schedule A.
- 7.2 Schedules B1 & B2 – Return to Work Incentive - Fee Schedules: Only invoices with appropriate Massage Therapy fee item codes as described in Schedules B1 & B2 are payable. RMT acknowledges the WorkSafeBC Board Officers do not have the authority to deviate from the Fee Schedules specified herein.
- 7.3 Supplies: The RMT shall not charge fees for supplies provided under this Agreement as described in Schedules B1 & B2. All supplies provided by the RMT and used to treat the Injured Worker will be included in the cost of the Services.
- 7.4 MSP (HIBC) Teleplan: RMTs shall invoice WorkSafeBC electronically via MSP (HIBC) Teleplan system directly or through a service bureau at no cost to WorkSafeBC, except when the Worker does not possess a valid Personal Health Number (PHN).
- 7.5 Paper Invoices: Paper invoices may be submitted but are subject to a non-electronic invoice fee. Paper invoices shall be submitted using the 'Invoice for Treatment Services' form (267) available from [WorkSafeBC.com/forms/health care providers](http://WorkSafeBC.com/forms/health%20care%20providers). Incomplete/inaccurate paper invoices may be returned to the RMT for resubmission.
- 7.6 Incomplete Reports: The RMT shall not be reimbursed for incomplete reports.
- 7.7 Telephone Consultations:
- 7.7.1 Board Officer and/or a RMT initiated phone call shall be reimbursed when the discussion involves:
- Treatment progress;
  - Return to work planning; and
  - Discharge planning.
- 7.7.2 Phone calls shall not be reimbursed for the discussion of administrative, payment or performance issues of the RMT.
- 7.7.3 Contractually required phone calls from the RMT to address clinical issues shall be reimbursed.

## SCHEDULE A MASSAGE THERAPY SERVICES

### 8.0 RETURN TO WORK INCENTIVES

- 8.1 Individual RMTs that achieve the target Return to Work outcomes will be eligible for a higher fee rate as specified below and in the Return to Work Incentive - Fee Schedule B1.
- 8.1.1 Measurement Intervals: Return to Work outcomes for the Massage Therapy provider network shall be measured and calculated based upon the following schedule:
- Effective one (1) year from contract implementation, and on a bi-annual basis of every 6 (six) months.
- 8.1.2 Return to Work Outcomes: RMTs will be evaluated on the percentage of Injured Workers collecting wage loss at the time of the Initial Visit and have ended wage loss within five (5) weeks of the Initial Visit for each RMT.
- 8.1.3 Higher Fee Rate:  
RMTs that achieve the Return to Work outcome of 60% (sixty percent) or greater effective September 30, 2011, will be eligible for the higher fee rates as follows:
- All RMTs shall commence at the higher fee rates in Schedule B1 for the first year effective January 01, 2011, to December 31, 2011.
  - After December 31, 2011, RMTs that achieve the RTW outcomes equal to or greater than sixty (60) % percent and meet the minimum requirements are eligible for the higher fee rates in Schedule B1. The new fee rate will be applicable until the following applicable measurement interval.
  - After December 31, 2011, RMTs that **do not** achieve the RTW outcomes equal to or greater than sixty (60) % percent and meet the minimum requirements are eligible for the lower fee rates in Schedule B1. The new fee rate will be applicable in the following applicable measurement interval.
  - The Liaison Committee shall issue communications to notify RMTs of their Return to Work outcomes after each measurement interval and their fee rate eligibility for the RTW Incentive Fee – Schedule B1.
  - Any disagreement between WorkSafeBC and the RMT regarding RTW outcome measures shall be referred to the Liaison Committee. This may include where an Injured Worker withdraws or is withdrawn prior to the completion of their treatment plan resulting in the RMT being transferred from the higher to the lower fee rate Return to Work Incentive - Fee Schedule B1.
- 8.1.4 Minimum Requirements: In order to be eligible to be evaluated or re-evaluated for the Return to Work Outcomes, RMTs must assess and/or treat the following minimum of Injured Workers:
- Three (3) or more Injured Workers who are eligible for Wage Loss at the time of the Initial Visit per measurement interval.
- 8.1.5 Exclusions: The Return to Work outcomes data for Treatments for Extenuating Circumstances or Out of Office will not be included in the measurements.

**SCHEDULE A**  
**MASSAGE THERAPY SERVICES**

**9.0 PERFORMANCE STANDARD ISSUES**

- 9.1 Performance standards will be evaluated to ensure quality services are provided to Injured Workers. These performance standards may include but are not be limited to:
- Failure to submit reports as described in Schedule A;
  - Volume of complaints against the RMT;
  - Billing practices that breach the terms of this Agreement, including but not limited to direct billing of Injured Workers, and/or collecting fees in excess of those provided under this Agreement as set out in clause 30.1 Termination for Breach.
- 9.2 WorkSafeBC may advise the RMT and the MTABC of the performance standard issues as per clause #4.4.5 of Liaison Committee.
- 9.3 WorkSafeBC may require a corrective action plan to address the performance standard issues.
- 9.4 After completing the corrective action plan, if the RMT still fails to meet the performance expectations, WorkSafeBC may prohibit the RMT to treat WorkSafeBC Injured Workers pursuant to Clause 30.1 Termination for Breach or issue a Notice of Default pursuant to Clause 30.2 and remedies therein. WorkSafeBC may also report any such occurrences to the College of Massage Therapists of British Columbia.

**SCHEDULE B1  
RETURN TO WORK INCENTIVE - FEE SCHEDULE**

Description of Fee Item	Fee Item Code	WorkSafeBC Business Rules	Jan 01, 2011 to Dec 31, 2011	January 01, 2012 – December 31, 2012		January 01, 2013 – December 31, 2013		January 01, 2014 – December 31, 2014		January 01, 2015 – December 31, 2015	
				Higher Fee Rate	Lower Fee Rate	Higher Fee Rate	Lower Fee Rate	Higher Fee Rate	Lower Fee Rate	Higher Fee Rate	Lower Fee Rate
<b>Initial Visit with Massage Treatment Report</b>	19150	<ul style="list-style-type: none"> <li>Limit ONE (1) per payee per claim.</li> <li>Billable if the Massage Treatment Report is received.</li> <li>Report must be received by WorkSafeBC within three (3) business days from the date of the initial visit. For invoicing purposes the date of assessment is considered zero (0).</li> <li>Deduction of \$10.00 will be applied if treatment report is not received within three (3) days of the initial visit.</li> <li>Deduction of \$27.00 will be applied if treatment report is not received within ten (10) days of the initial visit.</li> </ul>	\$62.00 (inclusive of \$27.00 report fee)	\$62.00 (inclusive of \$27.00 report fee)	\$55.43 (inclusive of \$27.00 report fee)	\$63.00 (inclusive of \$27.00 report fee)	\$56.00 (inclusive of \$27.00 report fee)	\$64.00 (inclusive of \$27.00 report fee)	\$56.88 (inclusive of \$27.00 report fee)	\$65.00 (inclusive of \$27.00 report fee)	\$57.50 (inclusive of \$27.00 report fee)
<b>Subsequent Treatment</b>	19151	<ul style="list-style-type: none"> <li>Limit ONE (1) per payee per day per accepted claim.</li> <li>Service date must be later than that of Initial Visit.</li> <li>No concurrent treatments are allowed unless approved by a Board Officer.</li> </ul>	\$30.00	\$30.00	\$25.44	\$31.00	\$26.82	\$32.00	\$27.22	\$33.00	\$28.00

**SCHEDULE B2  
FEE SCHEDULE**

Description of Fee Item	Fee Item Code	WorkSafeBC Business Rules	Jan 01, 2011 – Dec 31, 2011	Jan 01, 2012 – Dec 31, 2012	Jan 01, 2013 – Dec 31, 2013	Jan 01, 2014 – Dec 31, 2014	Jan 01, 2015 – Dec 31, 2015
<b>Extenuating Circumstances Treatment</b>	19192	<ul style="list-style-type: none"> <li>ONE (1) Service-Unit equals FIFTEEN (15) minutes of treatment.</li> <li>Must receive prior approval from the Board Officer</li> <li>Maximum of EIGHT (8) Service-Units (six (6) treatment service units plus two (2) travel).</li> <li>Billable from Initial Visit instead of fee item codes 19150 or 19151.</li> <li>Billable if the Massage Treatment Report Form is received before the Initial Visit and before the end of the six (6) month period.</li> </ul>	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00
<b>Out of Clinic Treatment</b>	19155	<ul style="list-style-type: none"> <li>Limit ONE (1) per day per payee per accepted claim.</li> <li>Service date must be later than that of the Initial Visit.</li> <li>MAXIMUM of four (4) service units per visit (two (2) treatment service units plus two (2) service units for travel).</li> </ul>	\$15.84	\$15.84	\$15.84	\$15.84	\$15.84
<b>Massage Treatment Report Requested by WorkSafeBC</b>	19190	<ul style="list-style-type: none"> <li>For regular Treatment Beyond five (5) weeks or Extenuating Circumstances treatment beyond six (6) months, or as requested by WorkSafeBC;</li> <li>If requested by WorkSafeBC, report must be received by WorkSafeBC within ten (10) business days from the date of the request. For invoicing purposes the date of request is considered day ZERO (0).</li> <li>\$10.00 deduction if the report is received by WorkSafeBC eleven (11) business days from the date of the request.</li> </ul>	\$27.00 per Report	\$27.00 per Report	\$27.00 per Report	\$27.00 per Report	\$27.00 per Report
<b>Telephone Consultation with Board Officer</b>	19158	<ul style="list-style-type: none"> <li>Initiated by Board Officer and/or RMT.</li> <li>Billable for conversation time only for discussions regarding treatment related issues, return to work and must be documented in clinical notes.</li> <li>Billable for consultations up to FIFTEEN (15) minutes per Service-Unit.</li> <li>Limit ONE (1) per payee per accepted claim per day.</li> <li>Not billable for discussion of administrative or performance issues.</li> </ul>	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
<b>Producing copies (first 5 pages)</b>	19156	<ul style="list-style-type: none"> <li>Requested by WorkSafeBC.</li> </ul>	\$22.36	\$22.36	\$22.36	\$22.36	\$22.36
<b>Producing copies (every page over 5 pages)</b>	19157	<ul style="list-style-type: none"> <li>Requested by WorkSafeBC.</li> </ul>	\$1.15 per page	\$1.15 per page	\$1.15 per page	\$1.15 per page	\$1.15 per page

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Description of Fee Item	Fee Item Code	WorkSafeBC Business Rules	Jan 01, 2011 – Dec 31, 2011	Jan 01, 2012 – Dec 31, 2012	Jan 01, 2013 – Dec 31, 2013	Jan 01, 2014 – Dec 31, 2014	Jan 01, 2015 – Dec 31, 2015
<b>Non-Electronic Invoicing Fee</b>	NA	<ul style="list-style-type: none"> <li>Processing fee for each invoice sent by paper and fax transmission.</li> </ul>	\$4.50 penalty (invoice)	\$4.50 penalty (invoice)	\$4.50 penalty (invoice)	\$4.50 penalty (invoice)	\$4.50 penalty (invoice)
<b>Harmonized Sales Tax (HST)</b>	<b>19330<sup>5</sup></b>	<ul style="list-style-type: none"> <li>Where applicable, show HST separately for each line item (not as a lump sum) on an invoice;</li> <li>Include the RMT's GST/HST registration number.</li> </ul>					

<sup>5</sup> Revised December 14, 2010 to correct fee code.

## 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;
- (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 RMTs, 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. WorkSafeBC has exclusive jurisdiction to determine if security arrangements are adequate.
- 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 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.

### 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.