



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](http://www.worksafebc.com)

Phone: (604) 276-3344

Fax: (604) 276-3260

Email: [purchase@worksafebc.com](mailto:purchase@worksafebc.com)

## **PHYSIOTHERAPY SERVICES**

*Memorandum of Agreement made on January 1, 2009*

**BETWEEN:**

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

("WorkSafeBC")

**AND:**

**PHYSICAL THERAPISTS**

## TABLE OF CONTENTS

<b>CONTRACT</b>	Background.....	1
	Definitions .....	1
	Services.....	3
	Term of Agreement.....	4
	Electronic Payment System .....	4
	Invoicing .....	4
	Payment .....	5
	Qualifications of the Physical Therapists .....	6
	Records and Audit Rights .....	6
	Confidentiality and Freedom of Information .....	7
	Advertising, Publication or Solicitation.....	8
	WorkSafeBC Assessment Registration.....	8
	Right of Set Off.....	8
	Occupational Health and Safety.....	9
	Threat and Hazard.....	9
	Incident Reporting .....	9
	Compliance with Laws and Regulations.....	9
	Insurance .....	9
	Indemnification.....	10
	Force Majeure .....	10
	Independent Contractor.....	10
	Assignment .....	10
	Standard of Conduct .....	11
	Conflict of Interest.....	11
	Dispute Resolution.....	12
	Non-Waiver .....	12
	Variation of Agreement .....	13
	General Contract Notices.....	13
	Termination of the Services by a Physical Therapist.....	13
	Termination for Convenience .....	14
	Miscellaneous .....	14
	Entire Agreement.....	15
<b>SCHEDULE A</b>	Physiotherapy Services	
	1.0 Overview.....	16
	2.0 Service Expectation .....	16
	3.0 WorkSafeBC Physiotherapy Services Reference Manual.....	17
	4.0 Facility/Equipment .....	17
	5.0 General Reporting and Communications Requirements.....	17
	6.0 Service Description.....	18
	7.0 Treatment Extensions .....	22
	8.0 Hydrotherapy .....	23
	9.0 Clinical Record .....	23
	10.0 Invoicing .....	23
	11.0 Performance Standards .....	25
<b>SCHEDULE B</b>	Fee Schedule.....	26
<b>SCHEDULE C</b>	Privacy Protection Schedule .....	33

## **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 the 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 the 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. These programs are referred to as Board Sponsored Rehabilitation Services (B.S.R.S.).

WorkSafeBC and the Physical Therapist hereby agree to the following terms and conditions under which Physical Therapists shall provide Services to WorkSafeBC. Wherefore WorkSafeBC and the Physical Therapist 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.
CNS:	Central nervous system.
CPTBC:	College of Physical 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.
Health Care Provider:	An authorized third-party provider that is contracted to WorkSafeBC to provide health care services. Limited only to Return to Work Support Services and Occupational Therapy Services for this Agreement.
Injured Worker/Worker:	An 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.
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.
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 the Physical Therapist.
Physical Therapist/ Physiotherapist:	An individual who is a member in good standing with the College of Physical Therapists of British Columbia.

The guidelines developed by WorkSafeBC which identify the standard protocols and procedures to be followed for the provision of the Services.

**<sup>1</sup>Physiotherapist Support Worker:  
(PTSW)**

An individual that meets the 'Group 1' criteria as defined by the 'Essential Competencies of Physiotherapist Support Workers in Canada (July 2002)'. Additionally, a graduate or currently registered student of a Health Science or Rehabilitation degree or diploma program will also be considered a PTSW, for example: a Registered Kinesiologist and Rehabilitation Therapy Assistant and Physiotherapist Assistant.

The 'Essential Competencies of Physiotherapist Support Workers in Canada (July 2002)' Published by the Canadian Alliance of Physiotherapy Regulators and the Canadian Physiotherapy Association defines a 'Group 1' Physiotherapist Support Workers as:

The educational background of *all* Group 1 physiotherapist support workers includes *all* of the following:

1. A curriculum that prepares students for physiotherapy practice in Canada.
2. A broadly ranging curriculum to match the variety of physiotherapy environments and client populations.
3. A college diploma / certificate from a recognized\* post-secondary program that includes a minimum of three terms full-time equivalent study of which
  - 3.1 One (1) term's equivalent must be in physiotherapy-specific coursework (e.g., use of ambulatory aides, electrotherapy modality instruction, the principles of therapeutic exercise) that includes classroom and laboratory work; and
  - 3.2 One (1) term's equivalent in physiotherapist-supervised practical training / fieldwork; and
  - 3.3 One (1) term's equivalent of generic, program-related coursework (e.g., anatomy, physiology).
4. Educational program faculty includes registered physiotherapist(s).

\*Recognized by the provincial / territorial ministry of education or equivalent.

An individual that does not meet the above requirements and feels that he or she has the required knowledge, skills and ability to perform the function of a PTSW may apply to the Program Manager (Physiotherapy Network) to have his or her supporting documentation reviewed by the Liaison Committee for consideration.

---

<sup>1</sup> Definition added October 2008

Services: The physiotherapy services provided by or under the direction of qualified Physical Therapists as set by WorkSafeBC under this Agreement as set out in Schedules A, B, C, and WorkSafeBC Physiotherapy Services Reference Manual.

WorkSafeBC, WCB or the Board: The Workers' Compensation Board of British Columbia.

## **1.0 SERVICES**

1.1 Services: The Physical Therapist shall provide to WorkSafeBC the Services only as described in Schedules A and C, WorkSafeBC Physiotherapy Services Reference Manual and at the rates set out in Schedule B.

The Schedules are attached to and form part of this Agreement. WorkSafeBC Physiotherapy Services Reference Manual forms a part of this Agreement. The Services shall be provided in compliance with all criteria, policies and procedures detailed in this Agreement.

1.2 Early Intervention: WorkSafeBC and the Physical Therapist agree that early referral of Injured Workers to physiotherapy is in the best interest of Injured Workers and employers and may undertake administrative and educational initiatives with physicians to promote physiotherapy services as early intervention for musculoskeletal injuries. Early intervention may involve communication with relevant stakeholders that includes, but is not limited to: Attending Physicians, Board Officers, Medical Advisors, and Nurse Advisors.

1.3 Concurrent Care: WorkSafeBC and the Physical Therapist agree that Injured Workers should receive treatment from only one (1) type of rehabilitation service at a time. Therefore, Injured Workers that are receiving physiotherapy services should not concurrently be receiving other types of treatment, unless it is pre-approved by the Board Officer.

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

The Physical Therapist 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. The Physical Therapist acknowledges that any referrals or requests for Services made by WorkSafeBC under this Agreement are only as required by WorkSafeBC.

1.5 The Act: This Agreement is entered pursuant to 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 Physical Therapists of BC will provide Services to WorkSafeBC as described in Schedules A, B, C, and WorkSafeBC Physiotherapy Services Reference Manual, is for a period of one (1) year, commencing on **January 1, 2009**, and terminating on **December 31, 2009**, (the “Term”).<sup>2</sup>
- 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 ELECTRONIC PAYMENT SYSTEM**

- 3.1 **Current:** The Physical Therapist shall 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).
- 3.2 **Information:** WorkSafeBC shall provide information on hardware, software and other implementation requirements to all Physical Therapists who have invoiced WorkSafeBC in the prior year.
- 3.3 **Change:** WorkSafeBC may change and/or upgrade and/or implement electronic systems for invoicing, reporting and payment of physiotherapy Services to Injured Workers at any time during the Term of this Agreement or any subsequent renewals. WorkSafeBC shall provide a minimum of six (6) months written notification to all Physical Therapists who have invoiced WorkSafeBC in the prior year regarding any changes. WorkSafeBC may assign specific WorkSafeBC employees to liaise with the Physical Therapists during the implementation of the electronic systems.

## **4.0 INVOICING**

- 4.1 **Authorized Services:** The Physical Therapist shall only submit invoices to WorkSafeBC for authorized Services as described and in compliance with Schedule A, B, and WorkSafeBC Physiotherapy Services Reference Manual. No additional charges shall be invoiced to or payable by WorkSafeBC.
- 4.2 **Fee Item Codes:** The Physical Therapist shall only submit invoices that reference the appropriate fee item code as described in Schedule B.
- 4.3 **WorkSafeBC Claim Status:** The Physical Therapist shall be responsible to determine the status of an Injured Worker’s claim.
- 4.4 **Reimbursement to the Injured Worker:** Where the Injured Worker’s pending claim is subsequently accepted by WorkSafeBC, the Physical Therapist shall reimburse the Injured Worker for all amounts received from the Injured Worker. The Physical Therapist shall then invoice WorkSafeBC for the provision of Services under this Agreement as described in Schedule B.

---

<sup>2</sup> Amended October 2008 to extend term.

- 4.5 Charges to the Injured Worker: The Physical Therapist shall not charge any fees or charges of any nature for the Services or supplies provided under this Agreement directly or indirectly to the Injured Worker who has a claim accepted by WorkSafeBC or, any other individual, business or other entity.
- 4.6 Missed, Late or Cancelled Appointments: The Physical Therapist shall not invoice WorkSafeBC for missed, late, or cancelled appointments.
- 4.7 Supplies: The Physical Therapist shall not charge fees for supplies provided under this Agreement.
- 4.8 Invoice Submission: The Physical Therapist shall submit invoices within ninety (90) days of the completion of the Services in accordance with Schedule B and WorkSafeBC Physiotherapy Services Reference Manual. Invoices received after ninety (90) days from the completion of the Services may not be paid by WorkSafeBC.
- 4.9 Individual Manual (Paper) Invoices for Each Injured Worker: Where the Physical Therapist submits a manual invoice, the Physical Therapist shall only reference the Services provided to one (1) Injured Worker in an invoice. Where a Physical Therapist is providing Services for multiple Injured Workers simultaneously, the Physical Therapist shall issue a separate invoice for Services rendered for each Injured Worker.
- 4.10 Invoice Business Name: The Physical Therapist shall use the same business name referenced on all invoices submitted by the Physical Therapist.
- 4.11 Currency: The Physical Therapist shall submit all invoices in Canadian funds.
- 4.12 GST: The Physical Therapist shall not include GST on any invoice. Services provided under this Agreement are for the use of and are being purchased by WorkSafeBC and therefore are not subject to the Goods and Services Tax (“GST”).
- 4.13 PST: Where applicable, the Physical Therapist shall indicate PST separately on all invoices as WorkSafeBC is subject to the Provincial Sales Tax (“PST”).

## **5.0 PAYMENT**

- 5.1 Fee Schedule: WorkSafeBC shall pay the Physical Therapist in accordance with Schedule A, B and WorkSafeBC Physiotherapy Services Reference Manual for providing Services only if the Services are authorized by WorkSafeBC and if the Physical Therapist has provided the Services in compliance with the terms and conditions of this Agreement.
- 5.2 WorkSafeBC Claim Status: WorkSafeBC shall pay the Physical Therapist in accordance with Schedule B – Fee Schedule for the Initial Visit where the Injured Worker’s claim has been accepted by WorkSafeBC or is pending on the date of the Initial Visit and is subsequently not accepted.<sup>3</sup>

---

<sup>3</sup> Amended September 14, 2006. Refer to page 31 which reflects this change.

- 5.3 WorkSafeBC shall only pay for Subsequent Visits where the claim has been accepted by WorkSafeBC. If the Initial Visit is greater than sixty (60) business days from the date of injury, the Physical Therapist shall contact the Board Officer to clarify the claim status prior to providing Service.

The Board Officer will inform the Physical Therapist 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.

- 5.4 Non-Electronic Invoice Fee: WorkSafeBC shall apply a non-electronic processing fee as described in Schedule B and WorkSafeBC Physiotherapy Services Reference Manual to fee item line items on invoices received from the Physical Therapist by paper and/or fax transmission, except in those cases where electronic business rules prohibit electronic transmission.
- 5.5 Invoice Returns: WorkSafeBC shall return to the Physical Therapist invoices containing discrepancies or errors, noting areas for correction. If the defect is minor, WorkSafeBC may correct the invoice. WorkSafeBC shall not pay the Physical Therapist until an invoice complies with the terms of this Agreement and is received by WorkSafeBC or the invoice has been corrected by WorkSafeBC.
- 5.6 I.C.B.C. Claims: WorkSafeBC shall not seek a refund or redirection of an invoice from the Physical Therapist 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.
- 5.7 Currency: WorkSafeBC shall submit all payments in Canadian funds.

## **6.0 QUALIFICATIONS OF PHYSICAL THERAPISTS**

- 6.1 Qualifications: During the Term of this Agreement, the Physical Therapist shall possess the appropriate professional qualifications and licenses as required by the CPTBC for Services provided in Schedule A and WorkSafeBC Physiotherapy Services Reference Manual.
- 6.2 Qualification Review: WorkSafeBC may undertake a review to confirm the professional credentials of the Physical Therapist at any time during the Term of this Agreement. If WorkSafeBC determines that the Physical Therapist does not possess the required qualifications, WorkSafeBC may proceed to clause 27.0 Termination of the Services by a Physical Therapist as set out in this Agreement.

## **47.0 RECORDS AND AUDIT RIGHTS**

- 7.1 The Physical Therapist shall maintain all clinical records, business records, accounting records, books, time sheets, invoices and any other documents concerning the Services provided and invoiced by the Physical Therapist under this Agreement (the “Clinical and Business Records”), together with all relevant documents and materials for the duration of this Agreement, including any and all renewals of this Agreement and for a further seven years following the completion or termination of this Agreement (the “Records Retention Period”).

---

<sup>4</sup> New and replacement clause added October 2008

- 7.2 When requested by WorkSafeBC, the Physical Therapist shall during the Records Retention Period make available the Clinical and Business Records together with the supporting documents to WorkSafeBC for review, inspection, audit, or reproduction by their employees and/or subcontractors or authorized representative, during normal business hours at the Physical Therapist office or place of business. The Physical Therapist shall not charge any fee for the cost of reproduction of the Clinical and Business Records required under this Agreement.
- 7.3 WorkSafeBC may, at any time during the Records Retention Period audit all the Physical Therapists Clinical and Business Records concerning Services provided under this Agreement, including any and all documents and other materials, in whatever form they be kept, upon which the Clinical and Business Records are based.
- 7.4 Upon receipt of a request from WorkSafeBC, the Physical Therapist, shall, within two (2) business days, give WorkSafeBC full access to the Physical Therapist's complete file, including the Clinical and Business Records in respect to Services provided to an Injured Worker pursuant to this Agreement. This may include but is not limited to, identifying previous injury or illness rather than to the current claim or area of injury in question from a previous claim.

## **8.0 CONFIDENTIALITY AND FREEDOM OF INFORMATION**

- 8.1 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 Physical Therapist to WorkSafeBC and any Information supplied by WorkSafeBC to the Physical Therapist under this Agreement is subject to FIPPA.
- 8.2 The Physical 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 Physical 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 Physical Therapist as a result of this Agreement except as required by law. In such instances, the Physical Therapist shall advise WorkSafeBC prior to disclosing the information. The Physical Therapist further agrees the collection, use, storage, access and disposal of the Information shall be in compliance with the FIPPA and in particular with Part 3 of FIPPA. 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 Physical 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 Physical 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 FIPPA.
- 8.3 The Physical Therapist will allow WorkSafeBC to disclose Information in accordance with FIPPA. If disclosure of any portion of any Information may cause harm to the Physical Therapist, the Physical Therapist must provide details of the harm in accordance with section 21 of the FIPPA.

- 8.4 Any Information or records retained by the Physical Therapist should be securely stored and measures must be in place to restrict access to authorized personnel only. Measures should be taken to protect information and records from fire, flood, natural disaster, criminal activity or unauthorized access to systems and data.

## **9.0 ADVERTISING, PUBLICATION OR SOLICITATION**

- 9.1 The Physical Therapist 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 Physical Therapist may use the following statement in its advertising: "Part of WorkSafeBC Physiotherapy Network".
- 9.2 The Physical Therapist 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.
- 9.3 Any use or reference by the Physical Therapist to this Agreement to promote, solicit, or disseminate information regarding the details of this Agreement is prohibited except as allowed in clause 9.1 of this Agreement.
- 9.4 If WorkSafeBC, in its sole discretion, determines that the use of the phrase noted in 9.1 hereof is inappropriate or in anyway causes harm to WorkSafeBC or its reputation WorkSafeBC may in writing direct the Physical Therapist to cease using any reference to WorkSafeBC in its advertising or may terminate this Agreement or both.

## **10.0 WORKSAFEBC ASSESSMENT REGISTRATION**

- 10.1 As a condition of the Agreement, the Physical Therapist 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 Physical Therapist 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.

## **11.0 RIGHT OF SET OFF**

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

## **12.0 OCCUPATIONAL HEALTH AND SAFETY**

- 12.1 The Physical Therapist 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. The Physical Therapist shall educate the Injured Worker regarding emergency evacuation procedures. These procedures shall be maintained and posted by the Physical Therapist.

## **13.0 THREAT AND HAZARD<sup>5</sup>**

- 13.1 The Physical Therapist, 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 Physical Therapist shall contact the local policing authorities without delay.

## **14.0 INCIDENT REPORTING<sup>6</sup>**

- 14.1 The Physical Therapist shall report, verbally and in writing, to the WorkSafeBC Program Manager of Health Care Services, any physical or psychological trauma sustained by or any complaints relating to service reported by the Injured Workers during the Services. The incident or trauma must be reported within twenty-four (24) hours of the Physical Therapist becoming aware of it having occurred.

## **15.0 COMPLIANCE WITH LAWS AND REGULATIONS**

- 15.1 The Physical Therapist 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.

## **16.0 INSURANCE**

- 16.1 Commercial General Liability: During the term of this Agreement and any subsequent renewal, the Physical Therapist shall at their own expense and without limiting their liability under this Agreement insure their operations for providing the Services as described in Schedules A, B, C, WorkSafeBC Physiotherapy Services Reference Manual under a contract of either comprehensive or commercial general liability, with an insurer licensed in British Columbia or in the province where the Physical Therapist 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.
- 16.2 Professional Liability: The Physical Therapist shall at their own expense, and without limiting their liability herein insures their operations as required by the CPTBC, insuring against malpractice. The Physical Therapist shall carry this insurance for the term of this Agreement and any subsequent renewals.

---

<sup>5</sup> New clause – added October 2008

<sup>6</sup> New clause – added October 2008

16.3 Evidence: At any time during the Term of this Agreement, at the request of WorkSafeBC, the Physical Therapist shall provide written proof of continuing insurance to WorkSafeBC.

## **17.0 INDEMNIFICATION<sup>7</sup>**

17.1 The Physical Therapist 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 Physical Therapist, their directors, officers, employees, servants, agents, and subcontractors, in the performance by the Physical Therapist of this Agreement.

## **18.0 FORCE MAJEURE**

18.1 Neither Party and/or Physical Therapists will be liable for any failure or delay to perform that Party's and/or Physical Therapist's obligations resulting from any cause beyond that Party's and/or Physical Therapist'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 Physical Therapist who fails to perform its obligations shall notify the other Party and/or Physical Therapist and use commercially reasonable efforts to rectify the event of force majeure and resume its obligations with the least possible delay.

## **19.0 INDEPENDENT CONTRACTOR**

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

19.2 The Physical Therapist 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 Physical Therapist or the Physical Therapist's employer.

19.3 WorkSafeBC may, from time to time, give such instructions as it considers necessary to the Physical Therapist in connection with the provision of the Services. The Physical Therapist shall comply with these instructions, but the Physical Therapist 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.

## **20.0 ASSIGNMENT**

20.1 The Physical Therapist shall not assign, either directly or indirectly, this Agreement or any rights, duties, or obligations of the Physical Therapist arising pursuant to this Agreement, except as outlined in the CPTBC Clinical Practice Statement regarding Transfer of Function, including any and all amendments.

20.2 The Physical Therapist's delegation of a component of the Services to a non-physical therapist as outlined in the CPTBC Clinical Practice Statement regarding Transfer of Function, including any and all amendments, or acceptance of the Services by the WorkSafeBC shall not in any way relieve the Physical Therapist of the responsibility for the adequacy of the Services. The Physical

---

<sup>7</sup> Clause revised October 2008

Therapist is liable for all damages caused by negligent performance or non-performance of work under this Agreement by the non-physical therapist.

- 20.3 The Physical Therapist shall ensure the non-physical therapist complies with the clinical practice statement and the contents of this Agreement.

## **21.0 STANDARD OF CONDUCT**

- 21.1 The Physical Therapist shall perform all Services in a professional manner satisfactory to WorkSafeBC, in accordance with the *Health Professions Act*, Physical Therapist Regulations and the bylaws of the CPTBC.
- 21.2 WorkSafeBC has a Standards of Conduct Policy, a Personal Harassment Policy, and a Scent Safety Workplace<sup>8</sup>. The Contractor and all employees, servants, agents and/or subcontractors shall familiarize themselves with these and conduct themselves accordingly. The three (3) policies will be provided upon request and are available for viewing under “Purchasing Policies and Terms; Bid Opportunities” at <http://www.worksafebc.com>.

## **22.0 CONFLICT OF INTEREST**

- 22.1 The Physical Therapist shall ensure that Services are provided to WorkSafeBC without any conflict of interest. Examples of conflict of interest include, but are not limited to:
- a personal relationship between any officer, director, employee, servant or agent of the Physical Therapist and any other person which results in Injured Workers being referred to the Physical Therapist;
  - any officer, director, employee, servant or agent of the Physical Therapist 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 Physical Therapist or otherwise solicit referrals/requests for Services (this clause does not preclude the Physical Therapist from communicating with the Board Officer regarding specific issues related to Injured Worker treatment plans);
  - the Physical Therapist knowingly provides physiotherapy 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 Physical Therapist is also an employee of WorkSafeBC;
  - retention of WorkSafeBC employees and/or subcontractors to provide Services to Injured Workers;
  - distribution of promotional material while conducting WorkSafeBC business;
  - marketing goods or services to Injured Workers outside of the terms of this Agreement, during the course of WorkSafeBC treatment; and
  - providing advocacy services to Injured Workers regarding the management of their claim by WorkSafeBC.

If the Physical Therapist recognizes or perceives a conflict of interest, the Physical Therapist shall immediately provide written notice to WorkSafeBC of the conflict.

---

<sup>8</sup> Clause revised October 2008

## **23.0 DISPUTE RESOLUTION<sup>9</sup>**

23.1 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 Physical Therapist and the Health Care Services Manager, then the issue(s) may be raised to the Liaison Committee for resolution.

23.2 **Liaison Committee:** No issue can be raised to the Liaison Committee that:

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

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

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

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

The Physical Therapist and Health Care Services shall present their positions at the meeting which shall take place at the premises of WorkSafeBC in Richmond, British Columbia. All expenses associated with attending the meeting shall be the responsibility of the Physical Therapist, unless otherwise recommended by the Liaison Committee.

23.3 **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 Physical Therapist 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*.

## **24.0 NON-WAIVER**

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

24.2 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.

---

<sup>9</sup> Amended October 2007

## **25.0 VARIATION OF AGREEMENT**

- 25.1 Except as where otherwise provided for in this Agreement, this Agreement will not be varied unless such variation is in writing and is signed by the Manager of Corporate and Health Care Purchasing and the Physical Therapist.
- 25.2 WorkSafeBC reserves the right to revise the WorkSafeBC Physiotherapy Services Reference Manual as changes occur during the Term of this Agreement or any subsequent renewals. The Parties agree the WorkSafeBC Physiotherapy Services Reference Manual may be varied without signatures of the Parties.

## **26.0 GENERAL CONTRACT NOTICES**

- 26.1 Any notice, consent, waiver, statement, other document or payment and all or any part of the Services (other than invoices, clinical issues and reports) that either Party may be required or may desire to give or deliver to the other will be conclusively deemed to have been delivered to and received by the addressee, if delivered personally on the date of delivery or, if faxed on the date of the transmission confirmation or, if mailed, on the third business day after the date of mailing of the same in British Columbia by prepaid post addressed, if to WorkSafeBC:

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

- 26.2 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.

## **27.0 TERMINATION OF THE SERVICES**

- 27.1 Termination of the Services: WorkSafeBC reserves the right to terminate the provision of the Services by any Physical Therapist at any time during the term of this Agreement upon the occurrence but is not limited to, any of the following events:
- (a) the Physical Therapist's failure to deliver the Services in accordance with the terms of this Agreement as set out in Schedules A, B, C, WorkSafeBC Physiotherapy Services Reference Manual to the satisfaction of WorkSafeBC; or
  - (b) the Physical Therapist'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 Physical Therapist's failure to meet the Performance Standards as outlined in Schedules A, B, C, the WorkSafeBC Physiotherapy Services Reference Manual; or
  - (d) the Physical Therapist's filing of misleading information or misrepresenting Services; or
  - (e) the Physical Therapist has directly charged fees or collected fees in addition to or in excess of those provided under this Agreement and the Physical Therapist knew or ought to have known, that the Injured Worker was entitled to benefits under the Act; or

- (f) the Physical Therapist, their employees, servants, agents and/or subcontractors engaging in behaviour that fails to comply with clause 21.2 Standards of Conduct and/or contravenes the College of Physical Therapists of British Columbia's standards of professional and ethical conduct; or
- (g) the Physical Therapist's failure to rectify defaults or breach where notice has been provided under this Agreement.

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

- 27.2 Notice of Default or Breach: Without limiting or restricting in any way the Termination for Breach rights as conferred on WorkSafeBC by this Agreement, WorkSafeBC may provide written notification to the Physical Therapist 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 Physical Therapist 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 27.1 Termination for Breach as set out in this Agreement.

## **28.0 TERMINATION FOR CONVENIENCE**

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

## **29.0 MISCELLANEOUS**

- 29.1 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.
- 29.2 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.
- 29.3 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.

- 29.4 **Survivability:** The obligations of the Physical Therapists, their employees, servants, agents and subcontractors as set out in clause 7.0 through 7.5 inclusive and clause 8.0 through 8.4 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.
- 29.5 **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.

### **30.0 ENTIRE AGREEMENT**

- 30.1 **Entire Agreement:** This Agreement includes the Schedules attached to it, WorkSafeBC Physiotherapy Services Reference Manual and constitutes the entire Agreement between WorkSafeBC, and Physical Therapists 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.
- 30.2 **Reference Documents:** All schedules, attachments, guides and manuals specifically referenced to in this Agreement form a part of this Agreement including:
- |  |                             |
|--|-----------------------------|
| Schedule A   | Physiotherapy Services      |
| Schedule B   | Fee Schedule                |
| Schedule C   | Privacy Protection Schedule |
| WorkSafeBC Physiotherapy Services Reference Manual |                             |

## SCHEDULE A PHYSIOTHERAPY SERVICES

### 1.0 OVERVIEW

- 1.1 The goal of physiotherapy 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 Physical Therapist has an understanding of the Injured Worker's critical job demands for treatment and return to work planning.
- 1.2 Physical Therapists shall place an emphasis on return to work through active and functional exercises, unless medically contraindicated.

### 2.0 SERVICE EXPECTATION

- 2.1 The Physical Therapist shall be responsible for determining the status of an Injured Worker's claim.
- 2.2 The Physical Therapist shall only provide Services to an Injured Worker after receiving a referral from a Physician. The Physical Therapist shall keep the referral in the clinical record and provide it to WorkSafeBC, upon request.
- 2.3 The Physical Therapist will only be reimbursed for treatments that have been approved by the Board Officer subject to clause 5.7.
- 2.4 For "Standard Treatment", a "Physiotherapy Initial Notification Form" shall be submitted following the Initial Visit. The number of visits for "Standard Treatment" is limited to twenty-two (22) in eight (8) weeks.
- 2.5 For "Exceptions to Standard Treatment" and "CNS Disorder Treatment", treatment plans shall be submitted following the Initial Visit and be pre-approved by the Board Officer prior to implementation subject to clause 5.7.
- 2.6 For "Home Visits", treatment plans shall be submitted following the Initial Visit and pre-approved by the Board Officer prior to continuation of treatment beyond six (6) visits subject to clause 5.7.
- 2.7 Injured Workers shall receive treatment from only one (1) type of rehabilitation service at a time. Physical Therapists shall not provide Services to Injured Workers who are concurrently receiving other types of treatment, unless it is pre-approved by the Board Officer. It is the Physical Therapist's responsibility to determine that the Injured Worker is not receiving concurrent treatment.
- 2.8 The Physical Therapist shall confirm with the Injured Worker that he or she is not receiving Home Visits concurrently with physiotherapy clinic visits.
- 2.9 The Physical Therapist shall comply with The Workers' Compensation Act, The Health Professions Act (Physical Therapist Regulation), the CPTBC Bylaws specifically regarding Clinical Statements, Practice Directives, Code of Ethics, Rules of Conduct and Transfer of Function.
  - 2.9.1 The Physical Therapist may transfer components of a physical therapy treatment plan to a Physical Therapist Support Worker (PTSW). All transfer of functions must be in compliance with the CPTBC Practice Standard # 3. In addition, the PTSW must be supervised by a registered Physical Therapist that is physically present during treatment and readily available for consultation at all times. The PTSW is required to document his or her daily functions in

## SCHEDULE A PHYSIOTHERAPY SERVICES

each Injured Worker's clinical record including his or her name in an accurate and legible manner.<sup>10</sup>

### **3.0 WORKSAFEBC PHYSIOTHERAPY SERVICES REFERENCE MANUAL**

- 3.1 The WorkSafeBC Physiotherapy Services Reference Manual is the procedural reference for Services under this Agreement. WorkSafeBC shall post the Physiotherapy Services Reference Manual on its website [www.worksafebc.com](http://www.worksafebc.com). It is the Physical Therapist's sole responsibility to obtain a copy of the Reference Manual.
- 3.2 WorkSafeBC reserves the right to revise procedures within the Reference Manual should operational, legislative or technological changes occur.
- 3.3 WorkSafeBC shall post updates to the Physiotherapy Services Reference Manual on [www.worksafebc.com](http://www.worksafebc.com). It is the Physical Therapist's sole responsibility to ensure they monitor the website for updated information.
- 3.4 The Physical Therapist is responsible for maintaining the Reference Manual, incorporating any updates and communications from WorkSafeBC, and informing all personnel involved in the delivery of the Services, including any subcontractors.

### **4.0 FACILITY/EQUIPMENT**

- 4.1 The Physical Therapist providing service from a clinic shall:
  - 4.1.1 Maintain a suitable treatment area and appropriate equipment for active treatment.
  - 4.1.2 Ensure a safe environment by routine and prompt maintenance of the facility and equipment.
  - 4.1.3 Comply with the CPTBC Practice Statement regarding Private Physical Therapy Practice/Corporations.

### **5.0 GENERAL REPORTING AND COMMUNICATION REQUIREMENTS**

- 5.1 Report Content: All reports shall be completed using the appropriate WorkSafeBC forms (Form 268 and 83W5) and shall comply with the guidelines contained in the Physiotherapy Services Reference Manual.

All reports shall include, but 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.

<sup>10</sup> Added to Clause – October 2008

## SCHEDULE A PHYSIOTHERAPY SERVICES

- 5.2 Communication Copies: Copies of all claims related communication sent to the Worker's Attending Physician shall be sent to WorkSafeBC.
- 5.3 Physiotherapy Initial Notification Form: For Stream 1 only, shall be received by WorkSafeBC within three (3) business days of the Initial Visit. (Day zero (0) is considered the date of the Initial Visit).
- 5.4 Physiotherapy Requested Report: Shall be received by WorkSafeBC within three (3) business days from the request of the Board Officer. (Day zero (0) is considered the date of the request).
- 5.5 Inconsistent Findings: If the Physical Therapist's assessment identifies findings that are inconsistent with the injury on the accepted claim, the Physical Therapist 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.
- 5.6 Injured Worker Injury: The Physical Therapist will promptly report to the WorkSafeBC Board Officer any injury to an Injured Worker occurring during treatment.
- 5.7 Treatment Plan: Where a treatment plan (for Stream 2, 3 and 4) is submitted and a decision has not been communicated within five (5) business days of the plan submission, the Physical Therapist shall contact the Board Officer. If the Physical Therapist does not receive a decision and/or response from the Board Officer within two (2) business days after contacting the Board Officer, the Physical Therapist will leave a message for the Board Officer at the WorkSafeBC Claims Call Centre and may start the initial treatment plan until communication is received from the Board Officer. Treatment shall not continue beyond the parameters outlined in the initial treatment plan
- 5.8 Initial Visit > 60 Days from Date of Injury: If the Initial Visit is greater than sixty (60) business days from the date of injury, the Physical Therapist shall contact the Board Officer to clarify the claim status prior to providing Service. The Board Officer will inform the Physical Therapist 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.

### 6.0 SERVICE DESCRIPTION

- 6.1 There are four (4) treatment stream categories that have separate fee item codes. These include:
- Stream 1 = Standard Treatment;
  - Stream 2 = Exceptions to Standard Treatment;
  - Stream 3 = Home Visits; and
  - Stream 4 = CNS Disorder Treatments.

For all treatment categories the Board Officer may accept, modify or reject the treatment plan.

Stream 1 - Standard Treatment differs from the other three (3) streams in that it requires the submission of the 'Physiotherapy Initial Notification Form' and that treatment in the stream is limited to twenty-two (22) visits in eight (8) weeks. The other three (3) require the submission of a Physiotherapy Report with recommended treatment goals and duration.

## SCHEDULE A PHYSIOTHERAPY SERVICES

The following parameters apply to all four (4) treatment stream categories:

### **Initial Visit:**

- The Initial Visit consists of an assessment of the Injured Worker;
- The Initial Visit will also include treatment, if indicated;

### **Education:**

- Injured Worker education shall be initiated at the Initial Visit and continued through all Subsequent Visits.

### **Subsequent Visits:**

- Subsequent Visits are treatments that occur after the Initial Visit date;
- The Physical Therapist shall continue with ongoing Injured Worker education and provide a home exercise program;
- The Subsequent Visit may include communication with the Board Officer, Attending Physician, Employer and others as required.

## 6.2 **STREAM 1: STANDARD TREATMENT**

- 6.2.1 Injured Workers who meet the criteria of the “Standard Treatment” category may receive a maximum of twenty-two (22) visits (including the Initial Visit) within an eight (8) week period.
- 6.2.2 Injured Workers eligible for ‘Standard Treatment’ include those not included in ‘Exceptions to Standard Treatment’, ‘Home Visits’ and ‘CNS Disorder Treatments’.
- 6.2.3 The Physical Therapist shall submit a ‘Physiotherapy Initial Notification Form’ to WorkSafeBC within three (3) business days of the Initial Visit. (Day zero (0) is considered the date of the Initial Visit).
- 6.2.4 If, during the treatment, the Physical Therapist identifies that the Injured Worker meets the criteria for the Exceptions to Standard Treatment stream, the Physical Therapist shall notify the Board Officer. This may occur due to a change in the Worker’s diagnosis or condition. The Board Officer may then approve the transfer of the Injured Worker from the Standard Treatment to Exceptions to Standard Treatment stream. The Physical Therapist shall then follow the process under Stream 2 – Exceptions to Standard Treatment starting with the Initial Visit and submission of the Physiotherapy Report.
- 6.2.5 There shall be no treatment extensions for ‘Standard Treatment’.
- 6.2.6 Upon request by the Board Officer, the Physical Therapist shall submit a Physiotherapy Requested Report, which must be received by WorkSafeBC within three (3) business days of the request.
- 6.2.7 The Physical Therapist shall submit a Physiotherapy Report, which must be received at least five (5) business days prior to the treatment end date if the Worker is not expected to return to pre-injury hours and duties.
- 6.2.8 The Physical Therapist shall not submit a Physiotherapy Report if the Worker is expected to return to pre-injury hours and duties by the end of the eight (8) weeks from the date of the Initial Visit.

## SCHEDULE A PHYSIOTHERAPY SERVICES

### 6.3 **STREAM 2: EXCEPTIONS TO STANDARD TREATMENT**

- 6.3.1 A medical condition included under 'Exceptions to Standard Treatment' is eligible for extended treatment duration, subject to the Board Officer's approval of the treatment plan.
- 6.3.2 The following medical conditions are included under 'Exceptions to Standard Treatment':
- Systemic medical disorders (pre-existing or co-morbid) documented by a medical practitioner that compromise functional recovery;
  - The following complex musculoskeletal conditions treated non-surgically:
    - Dislocation of complex joint;
    - Adhesive capsulitis;
    - All fractures;
    - Grade 3 sprains.
  - Traction/Compression Neuropathy - acute traumatic onset;
  - Acute traumatic peripheral neuropathy;
  - Surgical repair of:
    - Articular fractures (ORIF/OREF);
    - Capsulo-ligamentous injury;
    - Articular derangement;
    - Musculo-tendinous injury;
    - Joint reconstruction.
  - Any condition that is approved by a Medical Advisor.
  - Any condition that is referred by a Specialist
- 6.3.3 Where applicable, an established post-surgical treatment protocol shall be submitted with the Physiotherapy Report.
- 6.3.4 Following an 'Exception to Standard Treatment' Initial Visit, the Physical Therapist shall submit a Physiotherapy Report within three (3) business days of the Initial Visit (day zero (0) is considered the date of Initial Visit). This report shall include, but not be limited to:
- Injured Worker's current clinical status;
  - The estimated number of visits;
  - The frequency of visits;
  - An outline of the treatment goals;
  - The expected duration of treatment and discharge date;
  - The expected treatment outcome.
- 6.3.5 The Physical Therapist will only be reimbursed for treatments that have been approved by the Board Officer subject to clause 5.7.
- 6.3.6 The Board Officer may accept, modify, or reject the treatment plan at any time during the treatment process.
- 6.3.7 If it is unlikely that the expected outcome will be achieved by the end of the initial treatment plan, the Physical Therapist shall contact the Board Officer, at least five (5) business days prior to the treatment end date, to discuss the proposed recommendation and, if requested, submit a Physiotherapy Requested Report.

## SCHEDULE A PHYSIOTHERAPY SERVICES

6.3.8 If an extension has been granted and the outcome in the extended treatment plan will not be achieved, the Physical Therapist shall repeat the process outlined in clause 6.3.7.

### 6.4 **STREAM 3: HOME VISITS**

6.4.1 A Home Visit shall be provided where an Injured Worker is unable to safely travel to a physiotherapy clinic or where the Board Officer approves treatment in an Injured Worker's residence 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.

6.4.2 The goal of a Home Visit is to improve function to a level that allows the Injured Worker to safely travel to a physiotherapy clinic.

6.4.3 'Home Visits' and physiotherapy clinic visits **cannot** occur concurrently.

6.4.4 All Home Visits, including treatments for CNS Disorders in the home, shall be billed under the 'Home Visits' fee item code.

6.4.5 Up to six (6) Home Visits, including the Initial Visit may be provided without the Board Officer's pre-approval.

6.4.6 Following the Initial Home Visit, the Physical Therapist shall submit a 'Physiotherapy Report' for Home Visit within three (3) business days of the Initial Visit (day zero (0) is considered the date of Initial Visit). This report shall include, but not be limited to:

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

6.4.7 The Board Officer may accept, modify, or reject the treatment plan at any time during the treatment process.

6.4.8 If it is unlikely that the expected outcome will be achieved by the end of the initial treatment plan, the Physical Therapist shall contact the Board Officer, at least five (5) business days prior to the treatment end date to discuss the proposed recommendation and, if requested, submit a Physiotherapy Requested Report.

6.4.9 If an extension has been granted and the outcome in the extended treatment plan will not be achieved, the Physical Therapist shall repeat the process outlined in clause 6.4.8.

### 6.5 **STREAM 4: CENTRAL NERVOUS SYSTEM (CNS) DISORDERS TREATMENTS**

6.5.1 CNS Disorders Treatments may be provided when an Injured Worker presents with:

- Mild/Moderate Traumatic Brain Injury (with associated physical dysfunction);
- Cranial nerve disorders;
- Vestibular disorders;
- Cauda equina lesions with neurological sequelae;
- Spinal cord injury (paraplegia or quadriplegia); or

## **SCHEDULE A PHYSIOTHERAPY SERVICES**

- Acute traumatic spinal injury (with upper motor neuron lesion signs and/or radicular signs).
- 6.5.2 When treatment is provided for both a CNS disorder and a WorkSafeBC accepted orthopedic condition, only the CNS disorders treatment can be invoiced.
- 6.5.3 Following the Initial CNS Disorders Visit, the Physical Therapist shall submit a 'Physiotherapy Report' for CNS disorders within three (3) business days of the Initial Visit (day zero (0) is considered the date of Initial Visit). This report shall include, but not be limited to:
- Injured Worker's current clinical status;
  - The estimated number of visits;
  - The frequency of visits;
  - An outline of the treatment goals;
  - The expected duration of treatment and discharge date;
  - The expected treatment outcome.
- 6.5.4 The Board Officer may accept, modify, or reject the treatment plan at any time during the treatment process.
- 6.5.5 If it is unlikely that the expected outcome will be achieved by the end of the initial treatment plan, the Physical Therapist shall contact the Board Officer, at least five (5) business days prior to the treatment end date, to discuss the proposed recommendation, and if requested, submit a Physiotherapy Requested Report.
- 6.5.6 If an extension has been granted and the outcome in the extended treatment plan will not be achieved, the Physical Therapist shall repeat the process outlined in clause 6.5.5.

### **7.0 TREATMENT EXTENSIONS**

- 7.1 Treatment extensions shall only be considered in the following three (3) treatment categories:
- 'Exceptions to Standard Treatment';
  - 'Home Visits'; and
  - 'CNS Disorders Treatment'.
- 7.2 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.
- 7.3 Where a treatment extension decision has not been communicated within five (5) business days of the request, then the Physical Therapist shall contact the Board Officer. If the Physical Therapist does not receive a decision and/or response from the Board Officer within two (2) business days after contacting the Board Officer, the Physical Therapist will leave a message for the Board Officer at the WorkSafeBC Claims Call Centre. Only Board Officer approved extensions will be paid.

## **SCHEDULE A PHYSIOTHERAPY SERVICES**

### **8.0 HYDROTHERAPY**

Hydrotherapy is defined as a pool therapy program specifically designed for an individual to improve neuromuscular skeletal function conducted and supervised by appropriately qualified personnel, ideally in a purpose-built hydrotherapy pool.

- 8.1 The Physical Therapist may provide hydrotherapy as part of an Injured Worker's regular Subsequent Visit, provided that hydrotherapy is:
  - 8.1.1 Recommended by the Attending Physician, Specialist or a Medical Advisor;
  - 8.1.2 Approved by the Board Officer; and
  - 8.1.3 Supervised by a Physical Therapist.
- 8.2 Hydrotherapy shall be counted as a regular Subsequent Visit toward the approved maximum number of Subsequent Visits.
- 8.3 Hydrotherapy may be provided in smaller groups (up to 3 patients maximum) or larger groups (between 4 and 15 patients) in accordance with Schedule B.
- 8.4 Invoicing for hydrotherapy:
  - 8.4.1 Hydrotherapy cannot be invoiced with other treatment services;
  - 8.4.2 Hydrotherapy and Subsequent Visits shall not be invoiced on the same day. If hydrotherapy is provided in addition to regular clinic treatment on the same day, only the hydrotherapy portion may be billed;
  - 8.4.3 No other fees associated with hydrotherapy shall be invoiced (i.e. pool admittance);
  - 8.4.4 Invoices shall be submitted in accordance with Schedule B.

### **9.0 CLINICAL RECORD**

- 9.1 The Physical Therapist shall maintain a clinical record for each Injured Worker.
- 9.2 The clinical record shall comply with the relevant CPTBC Clinical Practice Statement and contain:
  - Barriers to return to pre-injury work;
  - Specific knowledge of the job requirements; and
  - Documentation of Employer and Board Officer's contact, if applicable.

### **10.0 INVOICING**

#### **10.1 GENERAL**

The following apply to all treatment types:

- 10.1.1 Physical Therapists shall only submit invoices for authorized Services as described in Schedule A.
- 10.1.2 Only invoices with appropriate Physiotherapy fee item codes as described in Schedule B are payable.

## **SCHEDULE A**

### **PHYSIOTHERAPY SERVICES**

- 10.1.3 The Physical Therapist acknowledges WorkSafeBC Board Officers do not have the authority to deviate from the Fee Schedule specified herein.
- 10.1.4 Physical Therapists shall invoice WorkSafeBC electronically via MSP 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).
- 10.1.5 Paper invoices may be submitted, but are subject to a non-electronic invoice fee.
- 10.1.6 Paper invoices shall be submitted using the 'Invoice for Treatment Services' form (267).
- 10.1.7 Incomplete/inaccurate paper invoices may be returned to the Physical Therapist for resubmission.
- 10.1.8 Incomplete reports shall not be reimbursed.
- 10.1.9 Board Officer and/or a Health Care Provider initiated phone calls shall be reimbursed when the discussion involves:
- Treatment progress;
  - Return to work planning; and
  - Discharge planning.
- 10.1.10 Phone calls shall not be reimbursed for the discussion of administrative or performance issues of the Physical Therapist.
- 10.1.11 Contractually required phone calls from the Physical Therapist to address clinical issues shall be reimbursed.
- 10.1.12 Refer to the 'Physiotherapy Reference Manual' for detailed invoicing instructions.

#### **10.2 HOME VISIT AND CNS DISORDERS TREATMENTS**

- 10.2.1 Invoicing for Home Visits and CNS Disorders Treatments shall be in the form of service-units per visit as follows:
- 10.2.1.1 One (1) service-unit equals up to fifteen (15) minutes of treatment.
- 10.2.1.2 A maximum of eight (8) service-units may be billed per Home Visit (excluding travel) or CNS Disorders Visit.
- 10.2.1.3 Travel for Home Visits: One (1) service-unit may be billed for travel up to sixty (60) km to a Home Visit. Reimbursement for travel to a Home Visit that is greater than sixty (60) km shall be pre-approved by the Board Officer, and will be paid at the rate of one (1) additional service-unit for each additional sixty (60) km (or portion thereof).
- 10.2.1.4 If Home Visits and physiotherapy clinic visits are invoiced concurrently, only physiotherapy clinic visits shall be reimbursed.

## SCHEDULE A PHYSIOTHERAPY SERVICES

### 11.0 PERFORMANCE STANDARDS

11.1 Performance Standards will be evaluated to ensure quality services are provided to Injured Workers. These standards may include but are not be limited to:

11.1.1 Median Subsequent Visits:

- The median Subsequent Visits per individual Practitioner Number shall be used to compare with the median Subsequent Visits of the physiotherapy provider network for each treatment stream.

11.1.2 Return to Work Outcomes:

- Return to work outcomes may be monitored at five (5) weeks from Initial Visit for the individual Practitioner Number and compared to the physiotherapy provider network for each treatment stream.

11.2 Performance Standard Issues:

11.2.1 WorkSafeBC may advise the Physical Therapist of performance standard issues when the Physical Therapist falls below the physiotherapy provider network performance as per clause 11.1.1 and 11.1.2. above.

11.2.2 WorkSafeBC may require a corrective action plan to address the performance standard issues.

11.2.3 After completing the corrective action plan, if the Physical Therapist still fails to meet the performance standards as above, WorkSafeBC may prohibit the Physical Therapist to treat WorkSafeBC Injured Workers pursuant to Clause 27.1 Termination for Breach or issue a Notice of Default pursuant to Clause 27.2 and remedies therein.

**REVISED SCHEDULE B  
FEE SCHEDULE**

<b>Standard Treatment – Stream 1</b>	<b>Fee Item Code</b>	<b>WorkSafeBC Business Rules</b>	<b>January 1, 2009 to December 31, 2009</b>
Initial Visit with PT Initial Notification Form received <u>within</u> three (3) business days	19178	Limit ONE (1) Initial Notification Form per payee per claim. Will be reimbursed only for accepted claims. Billable if ‘Initial Notification Form’ received within THREE (3) business days of Initial Visit. Form Required.	\$61.25
Initial Visit with PT Initial Notification Form received <u>after</u> three (3) business days	19179	Limit ONE (1) Initial Notification Form per payee per claim. Will be reimbursed only for accepted claims. Billable if ‘Initial Notification Form’ received after THREE (3) business days of Initial Visit. Form Required.	\$55.25
Standard Treatment - <i>Subsequent Visit</i>	19202	Limit ONE (1) Subsequent Visit per payee per day per accepted claim. Service date must be later than that of Initial Visit. No concurrent treatments are allowed unless approved by a Board Officer.	\$37.25
Standard Treatment Report	19185	Limit ONE (1) Report per payee per accepted claim. Received at least five (5) business days prior to the treatment end date if the Worker is not expected to return to pre-injury hours and duties.	\$37.62
Late Standard Treatment Report	19186	Limit ONE (1) Report per payee per accepted claim. Received less than five (5) business days prior to the treatment end date if the Worker is not expected to return to pre-injury hours and duties.	\$32.42
<b>Exceptions to Standard Treatment – Stream 2</b>	<b>Fee Item Code</b>	<b>WorkSafeBC Business Rules</b>	<b>January 1, 2009 to December 31, 2009</b>
Exceptions to Standard Treatment - <i>Initial Visit</i>	19181	Limit ONE (1) Initial Visit per payee per accepted claim. Will be reimbursed only for accepted claims.	\$50.25
Exceptions to Standard Treatment - <i>Subsequent Visit</i>	19184	Limit ONE (1) Subsequent Visit per payee per day per accepted claim. Service date must be later than that of Initial Visit. No concurrent treatments are allowed unless approved by a Board Officer.	\$37.25

**REVISED SCHEDULE B  
FEE SCHEDULE**

<b>Exceptions to Standard Treatment – Stream 2</b>	<b>Fee Item Code</b>	<b>WorkSafeBC Business Rules</b>	<b>January 1, 2009 to December 31, 2009</b>
Exceptions to Standard Treatment Physiotherapy Report	19203	Limit ONE (1) Report per payee per accepted claim. Must be received within THREE (3) business days of Initial ‘Exceptions to Standard Treatment’ Visit. Report required.	\$37.62
Exceptions to Standard Treatment Late Physiotherapy Report	19187	Limit ONE (1) Report per payee per accepted claim. Billable if report received later than THREE (3) business days of Initial ‘Exceptions to Standard Treatment’ Visit. Report required.	\$32.42
<b>Home Visits – Stream 3</b>	<b>Fee Item Code</b>	<b>WorkSafeBC Business Rules</b>	<b>January 1, 2009 to December 31, 2009</b>
Home Visit – <i>Initial Visit</i>	19182	Limit of ONE (1) Initial Home Visit per payee per accepted claim. Will be reimbursed only for accepted claims. ONE (1) Service-Unit equals FIFTEEN (15) minutes of treatment. Maximum of EIGHT (8) Service - Units per visit.	\$27.15 per Service-Unit
Home Visit – <i>Subsequent Visit</i>	19163	Limit of ONE (1) Subsequent Home Visit per payee per accepted claim per day. Service date must be later than that of the Initial Home Visit. ONE (1) Service-Unit equals FIFTEEN (15) minutes of treatment. Maximum of EIGHT (8) Service - Units per visit.	\$27.15 per Service-Unit
<b>Home Visits – Stream 3</b>	<b>Fee Item Code</b>	<b>WorkSafeBC Business Rules</b>	<b>January 1, 2009 to December 31, 2009</b>
Physiotherapy Report for Home Visit	19173	Limit ONE (1) Home Visit Report per payee per accepted claim. Report must be received within THREE (3) business days of the Initial Home Visit. Limit of ONE (1) item per payee per claim. Report required.	\$37.62

**REVISED SCHEDULE B  
FEE SCHEDULE**

<b>Home Visits – Stream 3</b>	<b>Fee Item Code</b>	<b>WorkSafeBC Business Rules</b>	<b>January 1, 2009 to December 31, 2009</b>
Late Physiotherapy Report for Home Visit	19189	Limit ONE (1) Home Visit Report per payee per accepted claim. Limit ONE (1) item per payee per claim. Billable if report received after THREE (3) business days of the Initial Home Visit. Report required.	\$32.42
Travel for Home Visit	19198	ONE (1) Service-Unit equals up to SIXTY (60) kms of travel. ONE (1) Service-Unit does not require pre-approval. More than ONE (1) Service-Unit must be pre-approved.	\$27.15 per Service-Unit
<b>CNS Disorder Treatments – Stream 4</b>	<b>Fee Item Code</b>	<b>WorkSafeBC Business Rules</b>	<b>January 1, 2009 to December 31, 2009</b>
Central Nervous System (CNS) Disorders Visit – <i>Initial Visit</i>	19183	Limit of ONE (1) CNS Disorders Initial Visit per payee per accepted claim. Will be reimbursed only for accepted claims. ONE (1) Service-Unit equals FIFTEEN (15) minutes of treatment. Maximum of EIGHT (8) Service-Units per visit.	\$27.15 per Service-Unit
Central Nervous System (CNS) Disorders Visit – <i>Subsequent Visit</i>	19165	Limit of ONE (1) CNS Disorders Subsequent Visit per payee per accepted claim per day. ONE (1) Service-Unit equals FIFTEEN (15) minutes of treatment. Maximum of EIGHT (8) Service-Units per visit.	\$27.15per Service-Unit
Physiotherapy Report for CNS Disorders	19175	Limit ONE (1) CNS Disorders Visit Report per payee per accepted claim. Report date must be received within THREE (3) business days of the Initial CNS Disorders Visit. Report required.	\$37.62

**REVISED SCHEDULE B  
FEE SCHEDULE**

<b>CNS Disorder Treatments – Stream 4</b>	<b>Fee Item Code</b>	<b>WorkSafeBC Business Rules</b>	<b>January 1, 2009 to December 31, 2009</b>
Late Physiotherapy Report for CNS Disorders	19197	Limit ONE (1) CNS Disorders Visit Report per payee per accepted claim. Billable if report received after THREE (3) business days of the Initial CNS Disorder Visit. Report required.	\$32.42
<b>Hydrotherapy</b>	<b>Fee Item Code</b>	<b>WorkSafeBC Business Rules</b>	<b>January 1, 2009 to December 31, 2009</b>
Hydrotherapy Session- <i>Small Group</i>	19199	Up to three (3) patients maximum. ONE (1) Service-Unit equals FIFTEEN (15) minutes of treatment. Limit FOUR (4) Service-Units per payee per accepted claim per day. Hydrotherapy cannot be invoiced with any other treatment service. One (1) Hydrotherapy Session equals one (1) Subsequent Visit and is counted toward the maximum Subsequent Visit count. Service date must be later than that of Initial Visit. No concurrent treatments are allowed unless approved by a Board Officer. Includes the cost of pool admission and all other associated costs. Service Unit of fifteen (15) minutes. Not billable for Home Visits.	\$27.15 per Service-Unit
Hydrotherapy Session- <i>Large Group</i>	19201	Between four (4) and fifteen (15) patients. Limit ONE (1) Hydrotherapy Session per payee per accepted claim per day. Hydrotherapy cannot be invoiced with any other treatment service. One (1) Hydrotherapy Session equals one (1) Subsequent Visit and is counted toward the maximum Subsequent Visit count. Service date must be later than that of Initial Visit. No concurrent treatments are allowed unless approved by a Board Officer. Includes the cost of pool admission and all other associated costs. Not billable for Home Visits.	\$35.91 per Session

**REVISED SCHEDULE B  
FEE SCHEDULE**

Other Reports	Fee Item Code	WorkSafeBC Business Rules	January 1, 2009 to December 31, 2009
Requested Report	19167	Requested by a Board Officer. Must be received by WorkSafeBC within THREE (3) business days from the date of request. For invoicing purposes the date of request is considered day ZERO (0).	\$37.62
Late Requested Report	19188	Requested by a Board Officer. Billable if the report is received by WorkSafeBC later than THREE (3) business days from the date of request.	\$32.42
Medical Review Report	19200	Requested by a Board Officer Comprehensive report, which includes but is not limited to the Injured Worker's history including: symptoms, treatment, results and present condition. The report may be requested to answer a specific question. Must be received by WorkSafeBC within THREE (3) business days from the date of request. For invoicing purposes the date of request is considered day ZERO (0).	\$374.54
Other Fee Codes	Fee Item Code	WorkSafeBC Business Rules	January 1, 2009 to December 31, 2009
Telephone Consultation with Board Officer	19177	Initiated by a Board Officer. To discuss treatment services, return to work and discharge planning only. <b>Or:</b> Telephone consultation that is initiated by the Physical Therapist and is contractually required to contact a Board Officer. Telephone consultations are billable for conversation time or a detailed message regarding RTW and other related treatment matters only and must be documented in clinical notes; Billable for consultations up to FIFTEEN (15) minutes per increment. Not billable for routine/billing/administrative issues.	\$27.59 per 15 min. increment

**REVISED SCHEDULE B  
FEE SCHEDULE**

Other Fee Codes	Fee Item Code	WorkSafeBC Business Rules	January 1, 2009 to December 31, 2009
Telephone Consultation for Return to Work and Other Related Issues	19204	<p>For telephone communication with a Health Care Provider Limited to 'Return to Work Support Services' and 'Occupational Therapy Services'. To discuss return to work and/or other related issues.</p> <p>Telephone consultations are billable for conversation time or a detailed message regarding RTW and other related treatment matters only and must be documented in clinical notes;</p> <p>Telephone consultations are billable for conversation time only;</p> <p>Billable for consultations up to FIFTEEN (15) minutes per increment.</p> <p>Not billable for routine/billing/administrative issues.</p>	\$27.59 per 15 min. increment
Photocopies (first 5 pages)	19171	Requested by WorkSafeBC.	\$27.15
Photocopies (every page over 5 pages)	19172	Requested by WorkSafeBC.	\$1.27 per page
Non-Electronic Invoicing Fee	N/A	Processing fees charged for each fee line item invoiced by paper and fax transmission.	\$4.50

**REVISED SCHEDULE B  
FEE SCHEDULE**

Other Fee Codes	Fee Item Code	WorkSafeBC Business Rules	January 1, 2009 to December 31, 2009
Pending Claim Report Fee <sup>11</sup>	19205	<p>Limit ONE item per payee per claim.            Claim decision date must be later than Initial Visit date.            Will be reimbursed for claims which are pending on the date of the Initial Visit and are subsequently <u>not</u> accepted.            PT Initial Notification Form or Physiotherapy Report must be received.<sup>12</sup></p> <p><u>Note:</u></p> <ul style="list-style-type: none"> <li>• This fee code is used to re-submit an invoice if the Initial Visit fee has been rejected and the claim was pending at the time of the Initial Visit.</li> <li>• This fee code may also be used if invoices have not been submitted and the pending claim has been disallowed, suspended or rejected.</li> <li>• Do not use this fee code for pending claims where the decision is under review by the Board Officer.</li> </ul>	\$59.41

<sup>11</sup> Amended September 14, 2006 to rename Fee Code

<sup>12</sup> Amended September 14, 2006 to include additional statement

## 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 Physical Therapists, 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. 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 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 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 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.