

**THIS CONCUSSION AND VESTIBULAR PHYSIOTHERAPY SERVICES AGREEMENT**  
("Agreement") is made effective as of May 1, 2024 (the "Effective Date"):

**BETWEEN:**

[Contractor Name]  
[Contractor Address]  
[Contractor Address]  
("Contractor")

**AND:**

**WORKERS' COMPENSATION BOARD,  
doing business as WorkSafeBC**  
6951 Westminster Highway  
Richmond, BC V7C 1C6  
("WorkSafeBC")

**WHEREAS:**

- A. WorkSafeBC has issued a vendor application form (the "**Vendor Application Form**") for the purpose of entering into agreements with physiotherapy services providers capable of providing treatment to assist Injured Workers with vestibular and/or concussion symptoms in reaching the physical and functional levels needed to return to their pre-injury work in a safe, durable and timely manner;
- B. The Contractor is in the business of providing concussion and vestibular physiotherapy services and has qualified resources to perform such services, and has applied to provide such services by submitting a completed Vendor Application Form to WorkSafeBC; and
- C. WorkSafeBC has determined that the Contractor is eligible to provide services on behalf of WorkSafeBC on the terms and conditions set out in this Agreement.

In consideration of the foregoing, and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement and its schedules, the following definitions apply to terms when capitalized, unless expressly defined otherwise:

- (a) "**Agreement**" means this Agreement and its schedules and the Reference Manual and any amendments made in accordance with the terms of this Agreement;
- (b) "**Business Day**" means a day that WorkSafeBC's head office is ordinarily open for business and excludes any statutory holiday in British Columbia, Saturday and Sunday;
- (c) "**CPTBC**" means the College of Physical Therapists of British Columbia;
- (d) "**Document Uploader**" means WorkSafeBC's web-based secure portal that allows the Contractor to electronically submit documents to WorkSafeBC;
- (e) "**DOS**" means date of service, with service meaning Injured Worker visit or report date, unless otherwise specified in this Agreement;

- (f) **"Facility(ies)"** means a facility(ies) where the Services are to be performed;
- (g) **"Injured Worker"** means a person who is entitled to compensation under the WCA and who receives Services under this Agreement;
- (h) **"My Provider Services"** means WorkSafeBC's web-based secure portal that allows the Contractor to electronically submit invoices, reports, and other supporting documents to WorkSafeBC;
- (i) **"Personnel"** includes the Contractor's directors, officers, employees, and permitted subcontractors;
- (j) **"Physical Therapist" or "PT"** means an individual who is a registrant in good standing with the CPTBC;
- (k) **"Program Manager"** means the WorkSafeBC Health Care Programs Program Manager responsible for managing the Concussion and Vestibular Physiotherapy Services program at WorkSafeBC;
- (l) **"Provider Network"** means the network of concussion and vestibular physiotherapy service providers who have entered Concussion and Vestibular Physiotherapy Services agreements with WorkSafeBC;
- (m) **"Reference Manual"** means the Concussion and Vestibular Physiotherapy Services Reference Manual developed by WorkSafeBC which identifies the standard protocols and procedures for the delivery of Services as the same may be amended by WorkSafeBC from time to time as set out in this Agreement;
- (n) **"RTW"** means return to work;
- (o) **"Services"** means the services as described in Schedule A to this Agreement;
- (p) **"WCA"** means the British Columbia *Workers Compensation Act* [RSBC 2019] chapter 1;
- (q) **"WorkSafeBC Officer"** means a WorkSafeBC Case Manager, Adjudicator, Medical Advisor, Return to Work Specialist Nurse, Recovery and Return to Work Specialist, Vocational Rehabilitation Consultant or other as designated by WorkSafeBC; and

1.2 In this Agreement, the following interpretations apply:

- (a) wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as applicable, has been used where the context requires;
- (b) headings have been included for convenience only and will not be used in construing any provision herein;
- (c) any legislation, including any statute or regulation, means and includes any successor or amended legislation; and
- (d) the word "including" or "includes", when following a general statement or term does not limit the general statement or term to any specific item or matter set forth or to similar items or matters, but permits the general statement or term to refer also to all other items or matters that could reasonably fall within its broadest possible scope.

## 2. SERVICES

- 2.1 Services: The Contractor will provide the Services in accordance with the terms and conditions of this Agreement, its Schedules and the Reference Manual. The Contractor

acknowledges and agrees that the Reference Manual is incorporated in and forms part of this Agreement. The Contractor will perform the Services in a competent, diligent and efficient manner to the full satisfaction of WorkSafeBC.

- 2.2 Authorization: The Contractor acknowledges and agrees that no Services will be provided to Injured Workers unless and until authorized by a WorkSafeBC Officer, except as otherwise expressly permitted in this Agreement.
- 2.3 Services Location: Except where otherwise permitted under Schedule C, the Contractor will deliver the Services only at the Facility(ies) identified in Schedule C, which may be changed only as set out in sections 5.1 to 5.3 of this Agreement. The Facility(ies) must at all times comply with the requirements set out in Schedule C.
- 2.4 Physical Therapist Availability: The Contractor must ensure that one or more Physical Therapists are available to provide Services, with minimum availability as set out in Schedule A.
- 2.5 Contractor Personnel: The Contractor shall, at its own expense, ensure that Personnel performing the Services have all required professional qualifications and licensing and are properly instructed and trained prior to commencing performance of the Services. The Contractor shall:
- (a) ensure that all Services set out in Schedule A are performed only by Physical Therapists who meet all requirements set out in this Agreement, unless otherwise expressly permitted in Schedule A;
  - (b) notify WorkSafeBC immediately in writing of any change in the registration status of any Physical Therapist Personnel with the appropriate professional association or college or of any complaint that results in disciplinary hearing or disciplinary action with respect to a Physical Therapist;
  - (c) ensure at all times throughout the Term that Personnel other than subcontractors who may have access to children or vulnerable adults within the meaning of the *Criminal Records Review Act* RSBC 1996 c. 86 ("**CRRA**"), whether Injured Worker or members of Injured Worker families, either has received a clear criminal record check completed by the Criminal Records Review Program within the last five years or is a "registered member" of a "governing body" as those terms are defined in the CRRA and is in compliance with all CRRA requirements for registered members;
  - (d) ensure at all times throughout the Term that all subcontractor Personnel undergo a criminal record check conducted by RCMP or a municipal police department or is a "registered member" of a "governing body" as those terms are defined in the CRRA and is in compliance with all CRRA requirements for registered members, and to not permit any subcontractor Personnel to perform any Services if the subcontractor Personnel criminal record includes any of the offences set out in the CRRA; and
  - (e) remove from the performance of the Services any Personnel, including subcontractor Personnel, who refuse to undergo the applicable criminal record check or is charged with or convicted of any of the offences set out in the CRRA at any time during the Term of this Agreement; replace such Personnel with Personnel qualified under this section; and immediately notify WorkSafeBC of any such removal and replacement.
- 2.6 Subcontracting: Where the Contractor subcontracts a portion of the Services to a Physical Therapist, the Contractor remains liable for the performance of all Services,

including the Services performed by subcontractors and for each subcontractor's compliance with this Agreement. Without limiting the foregoing, the Contractor shall:

- (a) ensure all subcontractors meet the requirements set out in section 2.5 and section 9.1; and
- (b) enter into written agreements with subcontractors which incorporate all terms and conditions of this Agreement applicable to Personnel.

WorkSafeBC reserves the right to review the qualifications of Physical Therapist subcontractors at any time, and from time to time, during the Term.

2.7 Prohibited Activities: The Contractor and its Personnel will not:

- (a) provide advocacy services to or on behalf of Injured Workers regarding the management of their claim by WorkSafeBC, including without limitation providing expert testimony on behalf of the Injured Worker in a civil action arising in relation to their claim by WorkSafeBC;
- (b) accept any money or gifts of any sort from an Injured Worker or a person making a claim for compensation for providing or assisting in filling out WorkSafeBC application forms; or
- (c) become an authorized representative for an Injured Worker or require an Injured Worker to provide any consent for access to the Injured Worker's claim file.

2.8 Incident Reporting: The Contractor will report, verbally and in writing using Incident Report Form 83M380, to the WorkSafeBC Officer, the Program Manager, and the Injured Worker's physician, any physical or psychological trauma sustained by an Injured Worker in the course of the Contractor delivering Services to the Injured Worker. Where the incident results in the Injured Worker requiring emergency care, the Contractor must provide the Incident Report Form 83M380 to the WorkSafeBC Officer and Program Manager within two Business Days.

2.9 Technology Requirements: The Contractor must possess and maintain throughout the Term the computer technology and electronic devices sufficient to deliver the Services, and to submit invoices, reports and other information to WorkSafeBC. The Contractor's computer technology and electronic devices, which includes without limitation computer equipment, hardware, software, security firewall and web browsers, must be current within six months of all security patches and upgrades and meet WorkSafeBC's security and compatibility requirements as identified in "Provider Bulletins" issued by WorkSafeBC. WorkSafeBC reserves the right to change technology systems for invoicing, reporting and data submission at any time during the Term and may require the Contractor on 90 days' written notice to the Contractor to obtain additional software, electronic devices or computer technology in order to be compatible with WorkSafeBC technology systems or business processes as the same may change or be updated from time to time in WorkSafeBC's sole discretion.

2.10 Data Submission: The Contractor will comply with WorkSafeBC requirements for submission of data, including without limitation invoices, referral mechanisms where applicable, and report forms, and ensure that all data is submitted in the format and via the method specified by WorkSafeBC from time to time. Subject to section 2.11, the Contractor may use Document Uploader, or fax at 604-233-9777, or My Provider Services to submit data to WorkSafeBC. WorkSafeBC reserves the right to change any format or method on 30 days' written notice to the Contractor, and the Contractor will comply with any change.

2.11 Document Uploader: The Contractor will make reasonable efforts to use the Document Uploader to submit reports, forms, and any other data as may be specified by WorkSafeBC from time to time. When using the Document Uploader, the Contractor:

- (a) shall take all steps necessary to obtain access to the Document Uploader for itself and for the Personnel who are required to access Document Uploader for the purposes set out under this section 2.11;
- (b) is responsible for ensuring that access to and use of Document Uploader is strictly limited to only those Personnel who require access for the performance of Services under this Agreement, and will take all necessary steps to manage Document Uploader access and security, including without limitation doing the following:
  - (i) appointing one or more designated Personnel, as required, to manage its access and security of the Document Uploader;
  - (ii) regularly reviewing and updating the Personnel that have been granted access to Document Uploader, as required; and
  - (iii) immediately cancelling access to Document Uploader of any Personnel that are no longer employed with the Contractor or that, for any reason, no longer require access to Document Uploader in the course of their employment with the Contractor;
- (c) shall not upload:
  - (i) any harmful or malicious data or files, including without limitation any data or files containing a virus or code that might disrupt, disable, harm, erase the memory of, or otherwise impede the operation, features and functions of any software, firmware, hardware, system or network, or that would permit any third party to access the Document Uploader; and
  - (ii) any data or files that are protected by third party intellectual property rights, unless legally permitted to do so.

The Contractor acknowledges and agrees that WorkSafeBC may suspend or terminate the Contractor's access to and use of the Document Uploader in the event that the Contractor fails to comply with its obligations under this section 2.11.

2.12 WCA: Services provided under this Agreement are subject to the provisions of the WCA. Where there is a conflict between the WCA and this Agreement, the WCA will govern.

2.13 Non-Exclusive Agreement: This Agreement is a non-exclusive Agreement. The Contractor acknowledges that Services are provided to WorkSafeBC by other Contractors. WorkSafeBC reserves the right to provide referrals to other providers of the Services and to increase the number of service providers in its Provider Network at any time and from time to time, as WorkSafeBC determines in its sole discretion. WorkSafeBC acknowledges that the Contractor and its Personnel are providing Services to WorkSafeBC on a non-exclusive basis and that the Contractor and its Personnel may provide services to other entities, provided that the provision of such services does not conflict with the delivery of the Services.

2.14 Quantity of Services: The Contractor acknowledges that provision of Services is on an "if and when requested basis" and that WorkSafeBC has the right in its sole discretion to determine whether to request Services from the Contractor. WorkSafeBC makes no representation as to the quantity of referrals or requests for Services that will be made under this Agreement. The Contractor specifically 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 Services during the Term, and that no such representation or warranty, if made, is binding on WorkSafeBC.

### 3. **TERM, RENEWAL AND TERMINATION/SUSPENSION**

3.1 Term: The term of this Agreement will commence on the Effective Date and will terminate on April 30, 2027, unless otherwise earlier terminated or unless renewed in accordance with section 3.2 (the "**Term**").

3.2 Renewal: WorkSafeBC will have the right to renew this Agreement on the same terms and conditions as contained in this Agreement for one further two year term upon 30 days' written notice to the Contractor prior to the expiry of the Term then in effect.

3.3 Termination for Breach: WorkSafeBC may terminate this Agreement in whole or in part immediately upon written notice to the Contractor if the Contractor:

- (a) fails to deliver the Services in accordance with the terms of this Agreement to the satisfaction of WorkSafeBC which failure is not cured by the Contractor at its own expense to WorkSafeBC's satisfaction within five days from receipt of notice from WorkSafeBC or such other greater period of time stipulated by WorkSafeBC;
- (b) fails to ensure that the Services are provided by the appropriate qualified and/or certified Personnel as required by this Agreement or fails to have adequate qualified and/or certified Personnel to perform the Services, including a failure as a result of a change in the registration status of any Personnel with their professional association or college, or any complaint that results in a disciplinary hearing or disciplinary action with respect to any Personnel with their professional association or college;
- (c) breaches any of its obligations under this Agreement with respect to privacy, confidentiality, criminal record checks, conflicts of interest, notification with respect to a proposed change to the legal ownership, Facility location, its obligations under section 2.11 or 4.12 to 4.14, or with respect to its occupational health and safety obligations under section 9.1(e);
- (d) submits misleading information to WorkSafeBC, including without limitation invoices that have material inaccuracies, include Services not performed or inaccuracies in Physical Therapist qualifications;
- (e) fails to rectify defaults where notice has been provided under this Agreement within the time set out in the notice;
- (f) has made a representation or warranty in this Agreement or the Contractor's response to the Vendor Application Form that is untrue or incorrect at the time at which it was made;
- (g) becomes insolvent or bankrupt, has a receiver appointed, or is unable to continue to provide the Services for any reason; or
- (h) as otherwise permitted by the terms of this Agreement;

or if any Contractor Personnel engages in behaviour which in the opinion of WorkSafeBC is inappropriate.

3.4 No Fault Termination: WorkSafeBC may terminate this Agreement in whole or in part at any time as it determines in its sole discretion and for any reason by providing 30 days' written notice to the Contractor. The Contractor may terminate this Agreement at

any time as it determines in its sole discretion and for any reason by providing 30 days' written notice to WorkSafeBC.

3.5 Consequences of termination: In the event of a termination (which includes when this Agreement ends):

- (a) the Contractor will complete and deliver to WorkSafeBC on the effective date of termination all outstanding reports or forms with respect to an Injured Worker set out in this Agreement;
- (b) the Contractor will provide a list to WorkSafeBC of any Injured Workers and Services being provided to them that will not be completed by the effective date of termination and either provide reasonable assistance to WorkSafeBC to transition all Injured Workers whose treatment cannot be completed prior to the effective date of the termination to other services providers, or if directed by WorkSafeBC, complete any Services for an Injured Worker that were commenced prior to the effective date of termination in accordance with the terms and conditions of this Agreement as may be directed by WorkSafeBC;
- (c) WorkSafeBC will pay the Contractor the undisputed amount for Services rendered up to the effective date of termination and for any Services rendered under section 3.5(b) as directed; and
- (d) except for an amount payable under section 3.5(c), the Contractor will not be entitled to claim for or receive any other remuneration, compensation or payment of any nature whatsoever from WorkSafeBC.

3.6 Suspension: In addition to its other rights under this Agreement, WorkSafeBC reserves the right in its sole discretion to immediately suspend referrals and/or the Contractor's right to provide any or all Services, including without limitation in a particular Facility, in the event that it is in breach of any provision of this Agreement, is not complying with any provision of the Agreement to WorkSafeBC's satisfaction or in the event that WorkSafeBC has lost confidence in the ability of the Contractor to perform the Services, until such time as the breach, the compliance issue or performance issue is resolved to WorkSafeBC's satisfaction.

3.7 Termination of any Facility: In addition to its other rights under this Agreement, if the Contractor provides Services from more than one Facility, WorkSafeBC may terminate this Agreement in accordance with sections 3.3 or 3.4 with respect to any such Facility.

3.8 Rights Cumulative: The rights of termination under section 3.3 and 3.4 and the rights of suspension under section 3.6 are in addition to any other right or remedy that WorkSafeBC may have. Payment by WorkSafeBC of any invoice to the Contractor for Services rendered by the Contractor will not be deemed to be a waiver of any breach of the Contractor's obligations arising under this Agreement.

**4. PAYMENT AND INVOICING**

4.1 Fees: Subject to receiving an invoice that complies with this Agreement, WorkSafeBC will pay the Contractor fees in accordance with Schedule B for providing Services actually performed only if the Services have been authorized by WorkSafeBC and if the Contractor has provided the Services in compliance with the terms and conditions of this Agreement. All fees are billable and paid in Canadian funds only. The Contractor agrees that all invoices are subject to verification by WorkSafeBC after payment and payment may be adjusted if the invoice does not comply with this Agreement or is otherwise incorrect.

4.2 No Additional Billing: The Contractor will not charge directly or indirectly any fees or other charges of any nature for Services provided under this Agreement to the Injured

Worker or to any other individual, business or other entity, except as expressly permitted in this Agreement. The Contractor acknowledges and agrees that no WorkSafeBC Officer has the authority to deviate from the fees payable under Schedule B and that no amount will be payable under this Agreement, except as set out in Schedule B.

- 4.3 Interest: WorkSafeBC will not be liable to pay any interest with respect to an invoice or an amount due under this Agreement.
- 4.4 Invoices: The Contractor will submit invoices to WorkSafeBC within 90 days of the DOS for each related fee code included in an invoice for an Injured Worker that comply with the following:
- (a) the Services must be invoiced separately for each Injured Worker and all invoices must include Services provided to one Injured Worker only;
  - (b) all Services included in an invoice must have been performed prior to the invoice date, and the invoice must not include billing for future Services;
  - (c) the Services must be invoiced using the appropriate fees codes as set out in Schedule B;
  - (d) Services requiring approval from WorkSafeBC must not be invoiced unless that approval has been received as required under this Agreement;
  - (e) the MSP payee number in Schedule C or where directed by WorkSafeBC, the payee number assigned to the Contractor by WorkSafeBC, must be referenced on all invoices;
  - (f) where applicable, PST and GST will be indicated separately on each line item and the Contractor's GST registration number included;
  - (g) invoices must only be issued in the Contractor's name exactly as it appears in this Agreement; and
  - (h) all dates must be in the format yyyy/mm/dd.

WorkSafeBC is under no obligation to pay invoices received more than 90 days from the completion of the Services.

- 4.5 Exception: Despite section 4.4, where an invoice is being submitted as a result of a reimbursement under Schedule B section 4 of fees paid by the Injured Worker and/or the Injured Worker's third party insurance provider, as applicable, for an accepted claim prior to the claim being accepted, the Contractor must submit the invoice within 90 days of the Injured Worker's Initial Visit as defined in Schedule A, unless otherwise approved by WorkSafeBC.
- 4.6 Invoice Submission: Invoices must be submitted to WorkSafeBC electronically either via: (a) the Medical Services Plan (MSP) Teleplan system (at no cost to WorkSafeBC), or (b) My Provider Services in accordance with sections 4.12 to 4.14 below. Unless otherwise directed by WorkSafeBC, the Contractor must not submit invoices by any other method. In the event that the Contractor wishes to change an invoice after submission, the Contractor must not resubmit the invoice, but must contact Payment Services for instructions.
- 4.7 Invoice Rejection: WorkSafeBC may reject an invoice that does not comply with section 4.4, 4.5, or 4.6, or otherwise contains errors, and is under no obligation to pay an invoice until it has received an invoice that is in compliance with this Agreement and free from errors.



4.8 Time to Resolve: The Contractor must rectify the invoice rejected under section 4.7 within:

- (a) 180 days from the DOS for the specific fee code item related to the rejection or error or the last DOS if the rejection or error is not related to a specific fee code item or to more than one fee code item; or
- (b) 90 days from the date of the initial rejection of the invoice, if this date is later than the date in 4.8(a).

The Contractor must contact Payment Services for instructions to resubmit a rectified invoice. Where the Contractor does not agree with its remittance statement and/or invoice rejection, the Contractor will follow up with WorkSafeBC in a timely manner after receiving the remittance statement or other notification of invoice rejection, but in any event, within 90 days of the remittance statement date or other notification. If after the initial follow up within the 90 day time period, there has been no meaningful attempt by the Contractor to resolve the issue within 180 days of the DOS, including taking such steps as are necessary to reconcile the Contractor's accounts to the remittance statements, the Contractor waives its right to review the remittance statement and it will be deemed to be correct, in which case the Contractor will not be entitled to payment for the Services included in such invoice that are the subject of the invoice rejection and WorkSafeBC will have no liability to pay for such Services.

4.9 Payment: WorkSafeBC will pay the undisputed amount of any invoice that complies with this Agreement. Where the Contractor provides the Services from multiple Facilities, WorkSafeBC will only issue payment to the Facility from which the invoice is issued and will not create separate payments by Facility.

4.10 Invoicing Procedures: WorkSafeBC may change the invoicing requirements set out in sections 4.1 to 4.9 at any time during the Term upon providing 60 days' written notice to the Contractor.

4.11 Set-off: If WorkSafeBC becomes obligated or liable to pay any money to the Contractor under this Agreement or otherwise, that sum, at the election of WorkSafeBC and without limiting or waiving any right or remedy against the Contractor, may be set-off against and applied to any amounts that are due and owing by the Contractor to WorkSafeBC pursuant to the WCA or any amount by which the Contractor has been overpaid under this Agreement until those amounts have been completely set-off.

4.12 My Provider Services Use: The Contractor may use My Provider Services for the purposes of submitting invoices under this Agreement and for any other purposes as may be directed by WorkSafeBC from time to time.

4.13 My Provider Services Access: The Contractor will take all steps necessary to obtain access to the My Provider Services for itself and for the Personnel who are required to access My Provider Services for the purposes set out under section 4.12 upon execution of this Agreement.

4.14 My Provider Services Security: The Contractor is responsible for ensuring that access to and use of My Provider Services is strictly limited to only those Personnel who require access for the performance of Services, and will take all necessary steps to manage My Provider Services access and security, including without limitation by ensuring each Personnel's access to and use of My Provider Services is limited to only that necessary to perform the Services.

## 5. **CHANGE OF OWNERSHIP, FACILITY LOCATION**

5.1 Written Notice: If there is a proposed change to the legal ownership of the Contractor or any change to the Facility location from that set out in Schedule C, the Contractor

will provide at least 60 days' written notice to WorkSafeBC and request for approval of any proposed changes to the WorkSafeBC Director, Procurement Services. WorkSafeBC will treat this information as confidential until WorkSafeBC is advised the information is public.

- 5.2 Qualification Requirements: In the event of a proposed change as described in section 5.1, WorkSafeBC reserves the right in its sole discretion to require the Contractor and/or prospective new owner to qualify or requalify as a Concussion and Vestibular Physiotherapy Services provider. The Contractor and/or the prospective new owner must provide such information as required by WorkSafeBC for the purpose of its qualification or requalification process. The Contractor acknowledges and agrees that submission of the required information will not result in automatic approval of any change. WorkSafeBC reserves the right in its sole discretion to decline to approve any proposed change as described in section 5.1.
- 5.3 Approval: WorkSafeBC will advise the Contractor as soon as it is practicable whether or not the proposed change(s) meets the requirements for qualification. The Contractor will not provide Services based on any requested changes until WorkSafeBC has provided its approval.

## **6. AUDIT, INSPECTION AND PERFORMANCE STANDARDS**

- 6.1 Obligation to Keep Records: The Contractor will maintain the following records:
- (a) all records of the Services provided under this Agreement to an Injured Worker and relevant underlying or related materials for a period of either three years from the date Services were last provided to that Injured Worker or for the length of time required by the Contractor's governing professional body following provision of the Services, whichever is longer; and
  - (b) all books and records regarding fees invoiced and administration of this Agreement and all underlying or related materials for a period of either seven years from the date Services were last provided under this Agreement or the length of time, if any, required by the Contractor's governing professional body for such books and records, whichever is longer.
- 6.2 Audit and Inspection of Records: When requested by WorkSafeBC the Contractor will within two Business Days make available to WorkSafeBC the books and records in section 6.1(a) and/or (b) for inspection, audit, or reproduction by WorkSafeBC or its authorized representatives. The Contractor will either provide copies of such books and records to WorkSafeBC or allow WorkSafeBC to access the original copies of such books and records during normal business hours at the Contractor's office or place of business, as specified by WorkSafeBC. The Contractor will not charge any fee for the cost of reproduction of any records required to be kept under this Agreement.
- 6.3 Credential Review: At any time during the Term and from time to time, WorkSafeBC may undertake reviews to confirm the professional credentials of the Contractor and its Personnel and compliance with the criminal record check requirements in section 2.4. The Contractor will provide all documentation requested by WorkSafeBC.
- 6.4 Service Quality: WorkSafeBC will have the right to access the Contractor's Facility(ies) during regular business hours for the purpose of ensuring that the quality of the Services provided are satisfactory to WorkSafeBC, both with and without prior notice. When requested by WorkSafeBC, the Contractor will meet with representatives of WorkSafeBC, and provide such information as required by WorkSafeBC, to review any matter of concern to WorkSafeBC. Such reviews may include, but will not be limited to:
- (a) the quality of the Services;

- (b) fee code reviews to determine compliance with Schedule B; and
- (c) report reviews to determine compliance with the reporting requirements under this Agreement.

Where there is a significant issue or concern with respect to Injured Worker safety or the quality of Services being provided by the Contractor that comes to WorkSafeBC's attention, the Contractor will provide WorkSafeBC with access to the Contractor's Facility(ies), so that WorkSafeBC can confirm whether there are risks to Injured Worker safety or any quality issues. Where there is an immediate risk to Injured Worker safety, WorkSafeBC may access the Contractor's Facility(ies) without prior notice.

6.5 Remedies: In addition to WorkSafeBC's rights of termination under sections 3.3 and 3.4 and rights of suspension under section 3.6 for any non-compliance with this Agreement with respect to service quality, WorkSafeBC will have the right:

- (a) where a service quality review reveals an overbilling by the Contractor, to exercise its rights of set-off under section 4.11; and/or
- (b) to require the Contractor to take steps to rectify the service quality issue, including developing a remedial action plan to identify the steps the Contractor must take to rectify the issue and a time by which such steps must be completed, to WorkSafeBC's satisfaction within the time specified by WorkSafeBC.

## 7. **INTELLECTUAL PROPERTY**

7.1 Work Product: For the purposes of this Agreement, "**Work Product**" means all reports (including without limitation the content of all written reports prepared and submitted by the Contractor under Schedule A), plans, models, data, designs, programs, specifications, work-in-progress and documentation in any form whatsoever created or reduced to practice or fixed in a tangible medium of expression by or on behalf of the Contractor, whether alone or with others, as part of or ancillary to the performance of the Services but excludes Contractor Work Product. "**Contractor Work Product**" means (a) all right, title and interest subsisting in any discoveries, inventions, designs, drawings, processes, procedures, reports, plans, models, data, systems, programs, specifications, work-in-progress and documentation created or owned by the Contractor for the Contractor's own uses prior to the Effective Date, and (b) clinical, session or progress notes and other records that are created by the Contractor in the course of providing the Services to an Injured Worker and that the Contractor is not required to submit to WorkSafeBC under this Agreement.

7.2 Reports and Forms: WorkSafeBC owns all right, title and interest in the reports and forms used in the performance of the Services and no such right, title and interest will vest in the Contractor as a result of its use (or that of its Personnel) of such reports and forms.

7.3 Ownership: WorkSafeBC will own all right, title and interest in the Work Product, and the Contractor does hereby assign and transfer the Work Product, including the intellectual property rights therein, vested and contingent to WorkSafeBC. The Contractor hereby waives any moral rights in and to the Work Product and will ensure that its employees, subcontractors and agents also waive any moral rights they may have in the Work Product. The Contractor hereby warrants and represents that the Work Product does not infringe any third party intellectual property rights. The Contractor agrees to execute any documents or do any acts WorkSafeBC reasonably requires to perfect WorkSafeBC's ownership, and will obtain all assignments in favour

of WorkSafeBC of rights, title and interest from any employees and subcontractors to give effect to this section.

## 8. **ACCESS TO INFORMATION, PRIVACY AND CONFIDENTIALITY**

### 8.1 Freedom of Information and Protection of Privacy:

- (a) Application: The Contractor acknowledges that FIPPA applies to the Services it provides to WorkSafeBC and agrees to comply with FIPPA in the performance of the Services. Without limiting the generality of the foregoing, the Contractor acknowledges and agrees that this Agreement and any records provided to WorkSafeBC may be disclosable under FIPPA.
- (b) Privacy Compliance: The Contractor agrees to comply, and to ensure its Personnel comply, with the provisions of FIPPA, this Agreement and the Privacy Protection Schedule attached as Schedule D with respect to the Contractor's collection, storage, access, use, disclosure and disposal of Personal Information as defined in Schedule D in the performance of the Services. Without limiting the generality of the foregoing, the Contractor:
  - i. acknowledges and agrees Injured Worker Personal Information disclosed by WorkSafeBC to the Contractor and records required under this Agreement to be created by the Contractor for WorkSafeBC that include Injured Worker Personal Information are WorkSafeBC's records and must be treated in accordance with FIPPA and the obligations set out in Schedule D, including that the Personal Information must be stored inside Canada only;
  - ii. ensure reasonable security arrangements with respect to the Personal Information that include as a minimum:
    - 1. ensuring all physical files containing Personal Information are secured with physical safeguards (such as locked file cabinets, monitored alarm system) in a restricted area that is not accessible to the general public or patients/clients and ensure access is restricted to Personnel who have a need to access the information;
    - 2. ensuring all computers and other electronic devices used to access Personal Information are password-protected for individual users with strong passwords, and ensure computers and other electronic devices are adequately protected from hacking and viruses; and
    - 3. ensuring that all email communications that contain Personal Information are encrypted;
  - iii. may, notwithstanding section 15 of Schedule D, disclose Personal Information outside Canada where required for the purposes of payment, provided such disclosure is limited to the least amount necessary to process payment.

- 8.2 Definition: "**Confidential Information**" means all information and data, whether oral, written, graphic, machine readable or any tangible form whatsoever, relating to Injured Workers, claims, the business, commercial strategies, pricing, personnel, products, or services of WorkSafeBC, and any other information that is marked "confidential", or that by its nature is confidential or proprietary. Confidential Information does not include any information that the Contractor proves: (a) was lawfully in the Contractor's possession before receiving it from WorkSafeBC; (b) is provided in good faith to the Contractor by a third party without breaching any obligations; (c) is or becomes generally available to, or accessible by, the public through no fault of the Contractor or

no wrongful act of a third party; or (d) was or is independently developed by the Contractor without reference to the WorkSafeBC's Confidential Information.

- 8.3 **Protection:** The Contractor and its Personnel will protect the Confidential Information with the same level of care that it would protect its own confidential information, but in any case, not less than a reasonable standard of care, including protecting the Confidential Information against such risks as unauthorized access, use, disclosure or disposal by making reasonable security arrangements. The Contractor may only use the Confidential Information if that use is: (a) for the performance of the Contractor's obligations under this Agreement, and (b) limited in access to only those employees, contractors and agents of the Contractor where such access is necessary to carry out his/her duties, and only to the extent necessary.
- 8.4 **Permitted Exceptions:** The Contractor and its Personnel will not copy or disclose to any third party whatsoever any Confidential Information without the prior written consent of WorkSafeBC, which consent may be arbitrarily withheld, unless such use or disclosure is: (a) necessary to enable the Contractor to perform its obligations under this Agreement; (b) required by law, including without limitation FIPPA; or (c) to the Contractor's auditors or legal advisors, provided that the information is disclosed under a professional duty of confidentiality, and to the Contractor's insurers with respect to a claim made against the Contractor or its Personnel related to the Services, and that in all such cases, the Contractor advises WorkSafeBC's Program Manager as soon as possible after disclosing the Confidential Information of the fact that Confidential Information is being disclosed under this section. The Contractor agrees to immediately notify WorkSafeBC both verbally and in writing in the event of any unauthorized access to or disclosure of Confidential Information or if the Contractor receives a legal order, warrant or demand for disclosure that includes WorkSafeBC Confidential Information in its scope.
- 8.5 **Disposition:** Subject to the provisions of Schedule D, when this Agreement ends or is terminated, the Contractor will return all Confidential Information to WorkSafeBC, or if requested, destroy it in the manner specified by WorkSafeBC.
- 8.6 **Section 235:** Nothing in this Agreement relieves the Contractor and its Personnel of any obligations they may have under section 235 of the WCA.
- 8.7 **Remedies:** In the event that the Contractor violates any provision of sections 8.1 to 8.6 or Schedule D, WorkSafeBC will retain any and all legal rights and remedies, including the right to seek injunctive relief, in addition to its rights of termination under section 3.3.

## 9. **CONTRACTOR RESPONSIBILITIES**

### 9.1 **General Responsibilities:** The Contractor shall:

- (a) at the Contractor's own expense, comply with all applicable laws, codes, by-laws, and regulations in force in British Columbia, applicable professional standards and industry codes and all applicable published WorkSafeBC policies in effect during the Term, and obtain all necessary licenses, permits, approvals and permissions to perform the Services;
- (b) immediately disclose to WorkSafeBC if it is or at any time becomes a non-resident of Canada for the purpose of the *Income Tax Act*;
- (c) ensure its Personnel when delivering Services at a WorkSafeBC location and with respect to the Services performed under this Agreement, comply with WorkSafeBC internal policies with respect to the conduct of WorkSafeBC business and workplace practices that are provided to the Contractor either

before or during the Term, including without limitation the policies located on WorkSafeBC's "Our Purchasing Policies and Terms" website as it may be updated from time to time;

- (d) remove any Personnel from the performance of the Services who WorkSafeBC, in its sole discretion, deems to be incompetent, to have conducted themselves inappropriately or deems to be unsuitable and, if required, replace that person as soon as reasonably practicable;
- (e) ensure the safety of persons providing the Services and all Injured Workers, and comply at all times with the WCA and Occupational Health and Safety Regulations made under it (or the applicable act and safety regulations if Services are performed outside of BC), and maintain a health and safety plan acceptable to WorkSafeBC and produce a copy of the plan to WorkSafeBC upon request;
- (f) if an employer, be registered and in good standing with WorkSafeBC (or the entity with jurisdiction over the Contractor equivalent to WorkSafeBC if Services are performed outside of BC) throughout the Term, and if not an incorporated entity, obtain Personal Optional Protection coverage from WorkSafeBC, if available, that is fully paid and in effect throughout the Term;
- (g) comply with WorkSafeBC policies with respect to reporting threats by Injured Workers and others, whether perceived or actually made against WorkSafeBC, its employees, Contractor Personnel or other individuals. Threats include, but are not limited to, physical threats and suicide threats. If the Contractor becomes aware that the Injured Worker is at risk of imminent harm to self or others, the Contractor will contact local policing authorities and the WorkSafeBC Officer with conduct of the Injured Worker's claim without delay. This requirement does not relieve the Contractor or its Personnel of any professional obligations and duties to report that they may otherwise hold; and
- (h) provide the Services free from any real or perceived conflict of interest, including without limitation a conflict of interest arising from personal relationships or business relationships. Without limiting the generality of the foregoing, the Contractor specifically acknowledges and agrees that it is a conflict of interest to advocate for or on behalf of an Injured Worker with respect to a matter related to the Injured Worker's claim or to be the Injured Worker's authorized representative. The Contractor will immediately advise WorkSafeBC in writing of any real or perceived conflict of interest.

9.2 No Advertising or Promotion: Except as set out in section 9.3, the Contractor will not advertise or promote its relationship with WorkSafeBC or the existence of this Agreement, or use WorkSafeBC's name, official marks, trademarks, any contents of this Agreement, or the name or image of any Injured Worker for any purposes whatsoever, including related to advertising, promotion, publications or mailing lists, whether verbally or in written form, except where WorkSafeBC's Procurement Services Department provides the Contractor prior written approval and then only in strict compliance with that approval. If WorkSafeBC, in its sole discretion, determines that there is any use in non-compliance with this section, WorkSafeBC may, as it determines in its sole discretion, direct the Contractor to cease the non-compliance or may terminate this Agreement immediately under section 3.3 or both.

9.3 Permitted Statement: During the Term of the Agreement, unless otherwise notified by WorkSafeBC in writing, the Contractor may use the statement "Part of the WorkSafeBC Provider Network" in its advertising, provided that the statement is not the purpose or focus of the advertising and is in a smaller font than the Contractor name.

- 9.4 Independent Contractor: The Contractor is an independent contractor and not an employee, agent or partner of WorkSafeBC. The Contractor will not, and will ensure that its Personnel do not, in any manner whatsoever commit or purport to commit WorkSafeBC to any payment or obligation whatsoever.
- 9.5 No Control: WorkSafeBC may, from time to time, give such instructions as it considers necessary to the Contractor in connection with the provision of the Services. The Contractor will comply with these instructions, but the Contractor 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.

## 10. **INSURANCE AND INDEMNITY**

- 10.1 Indemnity: Despite any WorkSafeBC insurance coverage, the Contractor will indemnify and save harmless WorkSafeBC, its directors, officers and employees from and against all claims, demands, losses, damages, costs, penalties, fines, complaints (including without limitation complaints under human rights legislation and FIPPA), liabilities, and/or expenses, including actual legal fees and disbursements, arising from or caused by any breach of contract, errors, omissions, wilful misconduct, breach of laws, or negligence of the Contractor, its directors, officers, employees and subcontractors, except to the extent that such claims, demands, losses, damages, costs, penalties, fines, complaints, liabilities, and/or expenses is the result of errors, omissions, wilful misconduct, breach of laws, or negligence of WorkSafeBC, its directors, officers, or employees.
- 10.2 Insurance: During the Term, the Contractor will maintain at its own expense and ensure that any Physical Therapist subcontractors maintain at their own expense:
- (a) commercial general liability insurance covering bodily injury, personal injury and property damage to third parties in an amount of not less than \$2,000,000.00. Such insurance will include blanket coverage for contractual liability; and
  - (b) professional liability insurance as required under the CPTBC's Bylaws and the British Columbia *Health Professions Act*.

WorkSafeBC will be named as additional insured for all purposes under the commercial general liability insurance which will include a cross-liability clause. The Contractor will provide on request by WorkSafeBC, certificates of insurance evidencing compliance with this section. The Contractor will require its insurer to give WorkSafeBC 30 days' prior notice of changes to or cancellation of coverage. All insurance required to be obtained must be primary. Nothing herein relieves the Contractor from its obligation to obtain all insurance that it is required to have at law or which may be necessary or advisable for the Contractor to obtain.

## 11. **GENERAL**

- 11.1 Entire Agreement: This Agreement, its schedules and the Reference Manual constitutes the entire agreement between the parties regarding the Services and supersedes all proposals or prior understandings, communications, representations and agreements, whether oral or written. No modification of this Agreement will be effective unless in writing and signed by the parties. Notwithstanding the foregoing, WorkSafeBC will be entitled to amend the Reference Manual from time to time and at any time without signatures of the parties. In the event of a conflict between a schedule and a provision in the body of the Agreement or between the Reference Manual and the body of this Agreement, the provision in the body of the Agreement will apply, and in the event of a conflict between the Reference Manual and a schedule, the schedule will apply unless the schedule expressly states to the contrary.

- 11.2 Assignment: The Contractor will not directly or indirectly assign any obligations under this Agreement without the prior written consent of WorkSafeBC's Director, Procurement Services. A refusal to consent to an assignment to a non-Canadian entity or an entity that does not or cannot comply with FIPPA with respect to the storage, access, use and disclosure of Personal Information will not be considered unreasonable. The Contractor will not at any time directly or indirectly assign the Contractor's accounts receivables or any claim that it may have against WorkSafeBC, other than through the operation of law or valid court order in a bankruptcy or insolvency proceeding. Subject always to sections 5.1 - 5.3, the Contractor must immediately advise WorkSafeBC if the Contractor comes under the direct or indirect control of any person or entity that does not control it as at the Effective Date. This Agreement will be binding on the parties, their successors and permitted assigns.
- 11.3 Law: This Agreement will 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 British Columbia in regard to any and all disputes arising out of or in connection with this Agreement.
- 11.4 Notice: Any notice required to be given under this Agreement will be validly given if given by personal delivery, email or regular mail posted by first class mail in Canada addressed and sent to the applicable party as set out below:

To the Contractor:

[Address]  
[Address]

Attention: [Contact Name]

Email address:

To WorkSafeBC:

Workers' Compensation Board  
6951 Westminster Highway  
Richmond, BC V7C 1C6

Attention: Director, Procurement  
Services

Email address:  
procurement@worksafebc.com

In the event of a postal strike, notice must be given by personal delivery or email. A notice will be deemed to be received when delivered if given by personal delivery and five days after mailing if sent by mail. Any notice may be validly given by email sent to the email address noted above, or such other address as a party provides notice of, provided that there is an acknowledgment of receipt given to the sender within 24 hours of the email notice being sent that is not system generated or automated in any manner. In the event that a valid acknowledgment is not received within 24 hours, delivery of the notice must be made using another method permitted under this section.

- 11.5 Dispute Resolution: In the event of a dispute between the parties with respect to this Agreement other than Excluded Disputes as defined below, the parties agree that the following dispute resolution process will apply:
- (a) the responsible managers in each case will attempt to resolve the dispute in the first instance;
  - (b) in the event that the managers are unable to resolve the dispute within 30 days of the dispute arising, either party may request in writing that the other party immediately appoint an accountable executive who is, at a minimum, at the vice president level (or equivalent) to meet with the requesting party's accountable executive to attempt to resolve the dispute



- (c) if the accountable executives are unable to resolve the dispute within 60 days of the dispute arising or such other period as they may agree in writing, then either party may refer the matter for arbitration under the *Arbitration Act*. Unless the parties otherwise agree in writing, the place of arbitration will be Vancouver, BC and unless the arbitrator otherwise orders, the parties will equally share the costs of arbitration other than costs with respect to representation by legal counsel and the costs related to the provision of expert evidence;
  - (d) unless otherwise agreed by the parties, the parties will continue to perform their obligations under this Agreement, other than the specific subject matter of the dispute, during the resolution of any dispute;
  - (e) where the Contractor is an individual, the Contractor will personally proceed through each of the foregoing steps; and
  - (f) "Excluded Disputes" are disputes that related to alleged breaches of sections 3.3, 3.4, 3.5, 3.6, or 8.1-8.6.
- 11.6 Waiver and Severability: WorkSafeBC's failure to enforce a provision is not a waiver of that provision nor does it affect WorkSafeBC's right to enforce the provision or to consider the non-compliance as a breach. WorkSafeBC's waiver must be express and in writing before it is effective. In the event that a provision is deemed invalid or unenforceable, that provision will be severed from the Agreement and the remainder of the Agreement will have force and effect.
- 11.7 Survival: In addition to any other provision expressly stated to survive the termination or expiration of this Agreement or which would survive by implication, sections 2.7, 3.5, 4.1, 4.3, 4.8, 4.9, 4.11, 6.1, 6.2, 7.1-7.3, 8.1-8.6, 9.2, 10.1 and Schedule D survive the termination or expiration of this Agreement.
- 11.8 Force Majeure: Neither party will be liable to the other party nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement where such failure or delay extends beyond 30 days and is as a result of or caused by a "Force Majeure Event". A Force Majeure Event is any cause beyond a party's reasonable control, whether or not foreseeable, including without limitation fires, explosions, earthquakes, floods, pandemic or local epidemic, strikes, work stoppages or slowdowns or other industrial disputes or disturbances, riots, invasion, war or civil disturbances, acts of military authorities, orders or acts of government or a regulatory body whether federal, provincial or local, inability to obtain any license or consent necessary for use of any telecommunications facilities, or delays caused by carriers or material shortages where no other carrier or material provider is reasonably available. A party must promptly provide written notice to the other party if the party anticipates any failure or delay in fulfilling or performing any term of this Agreement as a result of a Force Majeure Event, and in that written notice, identify the anticipated or actual Force Majeure Event and the period of time the party expects the Force Majeure Event to continue. The party must provide the other party with updates to the information in the written notice as new information becomes available. During a Force Majeure Event, the impacted party must use reasonable efforts to limit the effects of the Force Majeure Event and to resume the performance of the party's obligations under this Agreement as soon as reasonably practicable. Nothing in this paragraph prejudices or limits any termination or suspension right of a party under this Agreement.
- 11.9 Independent Legal Advice: The Contractor acknowledges that it has read and understands this Agreement, that it has had the opportunity to obtain independent legal advice on this Agreement, and that it is entering into this Agreement with full knowledge of the contents hereof, of its own free will and with full capacity and authority to do so.

11.10 Counterparts: This Agreement may be entered into by each party signing a separate copy of this Agreement (including a faxed or an electronic PDF copy), each of which will be deemed to be an original and together constitute one and the same agreement. Delivering the signed Agreement to the other party by fax or email will be effective delivery.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**WORKERS' COMPENSATION BOARD**  
by its authorized signatory:

**[CONTRACTOR]**  
by its authorized signatory:

\_\_\_\_\_  
Name of Authorized Signatory:  
Title:

\_\_\_\_\_  
Name of Authorized Signatory:  
Title:

REFERENCE ONLY

## SCHEDULE A

### SERVICES

#### GENERAL SERVICE STANDARDS

1. In this Schedule A and in Schedule B, the following terms have the following meanings:
  - (a) **"Assessment Report"** means the Concussion and Vestibular Physiotherapy Assessment Report (Form 83D599);
  - (b) **"CVPT"** means concussion and vestibular physiotherapy;
  - (c) **"Discharge Report"** means the Concussion and Vestibular Physiotherapy Discharge Report (Form 83D601);
  - (d) **"ECAT"** means WorkSafeBC's Early Concussion Assessment and Treatment Program;
  - (e) **"Extension"** means the Services set out in sections 26 to 29;
  - (f) **"Extension Request Report"** means the Concussion and Vestibular Physiotherapy Extension Request Report (Form 83D600);
  - (g) **"Initial Assessment"** means the Services set out in sections 18 to 20;
  - (h) **"Initial Visit"** means the day of the first visit by an Injured Worker to the Contractor's Facility for Services, which day is counted as day zero;
  - (i) **"PCMP"** means WorkSafeBC's Post-Concussion Management Program;
  - (j) **"Treatment Period"** means the Services set out in sections 21 to 25; and
  - (k) **"Treatment Services"** includes the Initial Assessment and/or the Treatment Period, and where applicable, an Extension.
2. The Contractor and its Personnel must perform the Services in accordance with the provisions of this Agreement and with the minimum clinical and administrative practices set out in the Reference Manual, as it may be amended by WorkSafeBC from time to time. WorkSafeBC will provide written notice of any amendments to the Reference Manual in the form of "Network Bulletins" or other written notice, which will include the effective date of the amendment.
3. The Contractor will ensure that its Personnel are aware of and trained on the contents of the Reference Manual. The Contractor is solely responsible for maintaining a current version of the Reference Manual that includes all amendments issued in accordance with section 2 of this Schedule A. The Contractor acknowledges and agrees that the official and binding version of the Reference Manual is the version posted by WorkSafeBC on [worksafebc.com](http://worksafebc.com).
4. The Contractor must provide notice to WorkSafeBC in the event of any closure of the Facility due to foreseen or unforeseen circumstances that will or may reasonably be expected to interrupt the provision of Services.
5. The Contractor must at all times monitor an Injured Worker's attendance for treatment in accordance with the treatment plan and immediately advise the WorkSafeBC Officer if there are any attendance issues.

6. The Contractor will ensure the Services are:
- (a) clinically appropriate;
  - (b) related to a compensable concussion and/or vestibular condition;
  - (c) directed towards improving the physical and functional levels of Injured Workers in order to assist Injured Workers in meeting their essential job duties and returning them to their pre-injury work in a safe, durable and timely manner; and
  - (d) focused on RTW and function, through the incorporation of active and functional exercises, unless medically and/or physically contraindicated, including educating Injured Workers and others involved in the Injured Worker's care on the importance of early and safe RTW.

#### **STAFF REQUIREMENTS AND QUALIFICATIONS**

7. The Contractor will ensure that at all times:
- (a) one or more Physical Therapist(s) meeting the requirements of sections 7(b) to 7(d) is available to provide the Services at the Facility(ies) for a minimum of three days per week;
  - (b) the Physical Therapist has a minimum of 12 months of experience as a Physical Therapist directly related to the treatment of concussion and vestibular disorders within the last five years;
  - (c) the Physical Therapist has either: (i) completed a vestibular course in the last three years that includes without limitation training on assessment and treatment of BPPV and of conditions of the peripheral vestibular system, including vestibular hypofunction, which includes an in-person component; or (ii) completed a vestibular course over three years ago that includes without limitation training on assessment and treatment of BPPV and of conditions of the peripheral vestibular system, including vestibular hypofunction, which includes an in-person component, but has since participated in regular and ongoing practice and/or use of the training and knowledge received from the course;
  - (d) the Physical Therapist has completed a concussion management course within the last three years that includes assessment and treatment approaches; and
  - (e) without in any way limiting any other provision of this Agreement, the Contractor will comply, and will ensure that its Personnel comply, at all times with provisions of all applicable acts and regulations, the CPTBC Bylaws and CPTBC Standards of Practice, including without limitation, regarding clinical statements, code of ethics, and assignment of tasks, as applicable (collectively, the "**Requirements**"). If any of the Requirements mandates a level of performance of the Services higher than the level required by this Agreement, the Contractor and its Personnel will meet the higher level set out in the Requirements. In the event of a conflict between this Agreement and the Requirements, the Contractor and the Personnel must provide the Services in compliance with the Requirements and immediately notify WorkSafeBC of the conflict.
8. Notwithstanding section 7, if the Contractor wishes to have a Physical Therapist who does not meet the requirements of section 7(b) provide the Services, the Contractor

may apply to the Program Manager for such Physical Therapist to provide the Services in a supervised manner under a mentorship plan and in accordance with any terms and conditions determined by the Program Manager. The Contractor acknowledges and agrees that:

- (a) the purpose of the mentorship plan is to permit a Physician Therapist who does not meet the requirements of section 7(b) to acquire this experience while being mentored and supported at all times in the provision of the Services by a Physical Therapist who does meet the requirements of sections 7(b) to 7(d);
  - (b) the Contractor must make the request for the mentorship plan to the Program Manager in writing and in accordance with the requirements set out in the Reference Manual;
  - (c) the Physical Therapist mentee must meet the criteria under sections 7(d) and 7(e) to be eligible for the mentorship plan;
  - (d) only one Physical Therapist mentee per Facility may be on mentorship plan at any given time;
  - (e) if the mentorship plan is approved, the Physical Therapist mentee may not provide any Services unless under the direct supervision of the approved Physical Therapist mentor;
  - (f) the Program Manager will determine in its sole discretion whether to approve any mentorship plan.
9. The Contractor must ensure that all Physical Therapists remain up to date on clinical best practice relating to concussion and vestibular care.
10. If WorkSafeBC conducts a "Clinician Best Practice" day or other form of network-wide education for Concussion and Vestibular Physiotherapy providers or on topics related to concussion management, the Contractor will ensure that all Physical Therapists that provide Services under this Agreement:
- (g) attend either in person or remotely, at no additional cost or expense to WorkSafeBC, including for time spent by the Physical Therapists to attend the session, or
  - (h) if WorkSafeBC records the "Clinician Best Practice" day or network-wide education session, then ensure that any Physical Therapist that does not attend the live event watches the recording within 30 days of receipt.

WorkSafeBC will provide at least 30 days' notice of such training days, including whether the training day will be recorded.

11. If the CPTBC imposes any restrictions or limitations on a Physical Therapist delivering Services under this Agreement, the Contractor must immediately notify WorkSafeBC. WorkSafeBC will determine, in its sole discretion, whether such restriction or limitation affects the Contractor's ability to provide the Services under this Agreement. If WorkSafeBC determines that such restriction or limitation affects the Contractor's ability to provide the Services under this Agreement, then the Contractor shall, at WorkSafeBC's request, remove the Physical Therapist from performing Services under the Agreement, and without limiting any other right of WorkSafeBC under this Agreement, WorkSafeBC will have the right in its sole discretion to require the Contractor to provide an alternate Physical Therapist or may transfer the Injured Worker to another service provider.

## **INITIATING SERVICES AND THE REFERRAL PROCESS**

12. The Contractor must ensure the Injured Worker's claim has been accepted by WorkSafeBC and that the Claim Owner has approved an Initial Assessment and/or Treatment Period prior to providing any Services.
13. The parties acknowledge that an Injured Worker is appropriate for Services where the Injured Worker has sustained a work-related injury to the head that may be classified as a concussion or a vestibular condition that requires concussion and/or vestibular physiotherapy services.
14. The Contractor will not provide the Services to an Injured Worker if:
  - (a) the Injured Worker is unlikely to benefit from concussion and/or vestibular physiotherapy due to factors that are beyond the scope of the Agreement to resolve;
  - (b) the Injured Worker is attending a WorkSafeBC interdisciplinary treatment program for the accepted concussion and/or vestibular condition, unless the Contractor has received approval from the WorkSafeBC Officer and Health Care Programs to provide the Services notwithstanding the Injured Worker's attendance at such program;
  - (c) the injury or condition requiring intervention is not compensable under the claim;
  - (d) the Injured Worker's participation is medically contraindicated due to a medical condition that would put the Injured Worker at undue risk of harm, even under regular medical supervision;
  - (e) the Injured Worker's participation in the Services will place staff or other clients at risk; or
  - (f) the Contractor does not have the skills or experience needed to treat the injury.
15. The Contractor is responsible for ensuring that the requirements of sections 12 to 14 have been met before providing the Services. If Services are provided in circumstances other than those set out in sections 12 to 14, the Contractor acknowledges and agrees that no amount can be claimed under this Agreement for any Services rendered, and WorkSafeBC is not liable to pay any such amount.
16. If the Contractor is approached by an Injured Worker who has not yet initiated a WorkSafeBC claim, the Contractor will inform the Injured Worker that they must contact WorkSafeBC to initiate a claim. The Contractor will not make specific comments about claim entitlement, but may direct the Injured Worker to [worksafebc.com](http://worksafebc.com) for information, or provide a claim application form and/or the Teleclaim phone number to the Injured Worker.
17. Prior to providing any Services to an Injured Worker, the Contractor will provide and the Injured Worker must participate in an orientation which includes, without limitation the following:
  - (a) educating the Injured Worker as to the Services to be provided, including an overview of the assessment and treatment plan process, rehabilitation and the expected RTW process, and obtaining the Injured Worker's written consent to participate in the Services;

- (b) advising the Injured Worker that information relating to their treatment and their file may be released to WorkSafeBC with or without their consent under the provisions of the WCA and the *Freedom of Information and Protection of Privacy Act*, to their employer or the employer representative, as required, and obtaining the Injured Worker's written consent to the release of their personal information, including to communicate with other health care providers involved in the Injured Worker's care;
- (c) advising the Injured Worker of program expectations including without limitation advising that active participation and attendance are essential and that non-compliance may result in suspension of benefits or discharge from treatment;
- (d) advising the Injured Worker of the complaint resolution process, including the Injured Worker's right to contact a WorkSafeBC Officer and/or the Program Manager or the WorkSafeBC Quality Assurance Supervisor for the Provider Network; and
- (e) providing a Facility tour, including safety procedures and evacuation plan.

## **TREATMENT SERVICES**

### **Initial Assessment**

18. The Contractor will provide the following Services in the Initial Assessment:

- (a) a subjective history, including a review of the mechanism of injury, symptom presentation over the initial 72 hours post injury, and any interventions to date;
- (b) a review of the pre-existing and/or concurrent medical conditions, post-injury symptoms, psychosocial factors, and environmental factors that may influence recovery;
- (c) a review of current symptoms that includes without limitation completion and reporting of a clinically appropriate validated outcome measure;
- (d) a neurological screen;
- (e) a physical examination of the Injured Worker to confirm the status of the Injured Worker's compensable injuries (including concussion and any cervical spine dysfunction as clinically indicated) and development of a treatment plan to address any deficits in these areas;
- (f) a vestibular assessment to confirm the status of the peripheral vestibular system and development of a treatment plan to address any deficits in these areas;
- (g) a review of the Injured Worker's essential job duties and, where a RTW is clinically appropriate, a reasonable attempt to contact the Injured Worker's employer to discuss any RTW opportunities, such as modified hours or duties, where appropriate;
- (h) a functional assessment of the Injured Worker's current level of functional ability relative to the essential job duties of the Injured Worker's pre-injury job;
- (i) verbal education regarding the anticipated course of recovery, pacing, goal setting and reactivation including the provision of written education materials to the Injured Worker;

- (j) completion and submission of the Assessment Report to WorkSafeBC no later than seven days from the Initial Visit.
19. If the Contractor's assessment under section 18 identifies findings that are inconsistent with the injury on the accepted claim, the Contractor will notify the WorkSafeBC Officer via telephone within three days of the finding. The Contractor must treat the Injured Worker only for the injury accepted on the claim, until otherwise instructed by a WorkSafeBC Officer. If the Contractor provides any Services to the Injured Worker without approval, the Contractor will not be entitled to submit an invoice for or receive any payment for such Services.
20. The Contractor must ensure that the Assessment Report includes:
- (a) DOS, being the date of the Initial Visit;
  - (b) significant clinical findings as they relate to recovery and RTW, including any RTW factors and considerations and anticipated RTW date;
  - (c) documentation of the Injured Worker's essential job duties;
  - (d) a comparison of current functional status compared to essential job duties;
  - (e) the recommended treatment plan to achieve the recovery and RTW goals, including specific and measurable treatment goals;
  - (f) recommendations for appropriate work or modified work to help promote an early and safe return to work; and
  - (g) expected duration and frequency of treatment, and anticipated discharge date.

### **Treatment Period**

21. During the Treatment Period, the Contractor will deliver treatment comprised of clinic-based treatment, rehabilitation, and education, as clinically indicated. The Contractor will ensure the intervention is focussed on short-term, acute care, education, and support for Injured Workers, progressing towards a return to work, which may include concussion, vestibular, and cervical rehabilitation in any combination based on the Injured Worker's needs.
22. If the circumstances set out in section 18 **Error! Reference source not found.** apply, the Contractor will ensure that the Treatment Period includes treatment focused on short-term education and support for the Injured Worker that allows for a successful and durable RTW and independent symptom management.
23. In delivering treatment, the Contractor will make reasonable efforts to ensure the sessions are a minimum of 30 minutes in duration, including a minimum of 20 minutes of one-on-one time with the Physical Therapist.
24. The Contractor acknowledges that the Injured Worker's next visit after the end of the Initial Assessment is the Initial Visit for the Treatment Period.
25. The Contractor will provide up to 15 visits or six calendar weeks of treatment in a Treatment Period, whichever is reached earlier, unless a WorkSafeBC Officer directs fewer treatments are indicated. The Contractor acknowledges and agrees that it can only treat an Injured Worker for one visit per day per WorkSafeBC approved claim for that Injured Worker, regardless of the number of areas being treated in that claim.



## **Extension**

26. Subject to section 27, the Contractor may deliver an Extension where the Injured Worker is demonstrating a sustained and measurable functional improvement with treatment, and further concussion and vestibular physiotherapy treatment is clinically warranted in order to return the Injured Worker to full duties and hours and/or to support the Injured Worker in developing strategies to manage any ongoing symptoms independently.
27. When the need for an Extension is identified, the Contractor must submit a Concussion and Vestibular Physiotherapy Extension Request Report to the WorkSafeBC Officer at least seven days before the Treatment Period or the then current Extension ends, but no earlier than the third calendar week in the Treatment Period or the then current Extension, which includes the following information:
  - (a) a review of current symptoms in comparison to symptoms reported at the initial assessment, including without limitation completion and reporting of a clinically appropriate validated outcome measure;
  - (b) reassessment and comparison of objective findings reported at the initial assessment, and documentation of objective progress that the Injured Worker is making in their recovery and towards pre-injury work demands;
  - (c) reassessment of the Injured Worker's current functional status compared to their pre-injury essential job duties;
  - (d) updated specific and measurable treatment goals for the outlined extension period, including documentation of progress made toward the treatment goals outlined at the initial assessment;
  - (e) whether the Injured Worker is participating in, or is ready to initiate, a RTW plan;
  - (f) a rationale for the extension request that includes without limitation objective evidence to support ongoing concussion and vestibular physiotherapy treatment;
  - (g) expected duration of treatment, number of visits, and anticipated discharge date; and
  - (h) any other relevant factors in support of the request.
28. WorkSafeBC will have the right in its sole discretion to approve or decline a request for an Extension and in its approval WorkSafeBC will indicate the approved time period and maximum number of visits included in the Extension. The Extension approval will end on the last day of the approved time period or when the maximum number of approved visits has been reached, whichever occurs first.
29. Where the Contractor requests an Extension, the Contractor must not provide any Services until it has received approval and will not be entitled to payment for any such Services provided if the WorkSafeBC Officer does not approve the request.

## **Discharge**

30. The Contractor will discharge an Injured Worker when:

- (a) all Treatment Services are completed and/or the maximum number of treatment visits permitted in this Agreement has been reached, and no Extension has been requested by the Contractor or approved by WorkSafeBC;
  - (b) the Injured Worker returns to work and further concussion and vestibular physiotherapy treatment is no longer indicated; or
  - (c) the Injured Worker is transferred to another rehabilitation program;
- or as otherwise instructed by WorkSafeBC. If the Injured Worker fails or ceases to attend for Services or book further visits, the Contractor may contact the WorkSafeBC Officer for approval to discharge, and in any event, may discharge the Injured Worker if two weeks pass without contact with the Contractor if the Injured Worker is not on a program interruption from receiving the Services.
31. The Contractor will submit a completed Discharge Report to WorkSafeBC within seven days of the last DOS. The Discharge Report must include:
- (a) the DOS, which must be the date of the Injured Worker's last visit;
  - (b) the Injured Worker's current clinical and functional status;
  - (c) treatment outcome and recommendations;
  - (d) any remaining recovery and return to work factors;
  - (e) duration of treatment (total number of visits) and discharge date; and
  - (f) final return to work outcome, including return to work considerations and anticipated return to work date where applicable.
32. The Contractor is not required to submit a Discharge Report where the Injured Worker participated in an Initial Assessment only and received no other Services after the Contractor submitted the Assessment Report.
33. The Contractor must notify the referring WorkSafeBC Officer if the Injured Worker has cancelled, refused or withdrawn from the Services or if the Contractor is considering early discharge.
34. If an Injured Worker relocates in the course of receiving Services from the Contractor, WorkSafeBC reserves the right to transfer the Injured Worker to another provider in the Provider Network that is geographically proximate to the Injured Worker's new residence, in which case the Contractor will discharge the Injured Worker in accordance with the requirements in this Schedule A.

## **INJURED WORKER TRANSFERS BETWEEN SERVICE PROVIDERS**

### **Transfers From Contractor to Another Concussion and Vestibular Physical Therapy Service Provider**

35. If after the Initial Assessment an Injured Worker elects to change to another CVPT provider at a facility not included in Schedule C, the Contractor will submit the Assessment Report to WorkSafeBC no later than seven days after the Initial Visit and may submit an invoice for fees for the Initial Assessment as set out in Schedule B. The Contractor is not required to submit a Discharge Report in these circumstances.
36. If, other than as set out in section 35, during the Treatment Period or an Extension, an Injured Worker elects to change to another CVPT provider at a facility not included in

Schedule C, the Contractor will submit a Discharge Report to WorkSafeBC within 14 days from the last treatment visit and may submit an invoice for the fees as set out in Schedule B for the provided Treatment Services.

### **Transfers to Contractor from Another Concussion and Vestibular Physical Therapy Service Provider**

37. Where an Injured Worker transfers to the Contractor from another CVPT provider at a facility not included in Schedule C, the Contractor must obtain prior approval from the WorkSafeBC Officer in accordance with section 12 before providing any Services. If Treatment Services are approved by the WorkSafeBC Officer in accordance with section 12, the Contractor will complete an Initial Assessment and may commence the Treatment Period in accordance with this Agreement, unless otherwise directed by the WorkSafeBC Officer.

### **PROGRAM INTERRUPTIONS**

38. If an Injured Worker will be unavailable to attend visits, or has been absent for any reason, including without limitation for a pre-planned vacation or absence, non-claim related surgery, serious illness or being required to attend a work location not reasonably convenient to where the Injured Worker is receiving the Services, then the Contractor must immediately notify the WorkSafeBC Officer by telephone or email, and if there is a need to adjust the end date of the Treatment Services request approval from the WorkSafeBC Officer for such change.

### **REPORTING**

39. The Contractor will provide complete and accurate reports and other information within the timelines set out in this Agreement, and where there is no specific time, in a timely manner. The Contractor must ensure that all reports are completed using the appropriate WorkSafeBC form and comply with guidelines for reports contained in the Reference Manual.
40. If any reports submitted hereunder are incomplete or otherwise do not meet the requirements set out in this Agreement, the Contractor will properly complete the report and resubmit it to WorkSafeBC and will not be entitled to any additional payment for such completion and resubmission.
41. The Contractor must provide WorkSafeBC with copies of all claims related communication sent to the Injured Worker's primary care practitioner and, unless the Injured Worker does not grant their permission, shall provide the primary care practitioner with copies of notes, reports or any other communications regarding the Injured Worker's progress and/or relevant clinical findings that are provided to WorkSafeBC. The Contractor must ensure that the primary care practitioner is notified of any significant changes to the Injured Worker's condition and of when the Injured Worker is ready to initiate a return to work. The Contractor shall bear any costs associated with providing such copies to the primary care practitioner.
42. The Contractor must maintain a complete and accurate clinical record for each Injured Worker provided with Services under this Agreement. The clinical record will comply with the relevant CPTBC Clinical Standards of Practice, be legible, and contain at a minimum:
  - (a) DOS (individually) for all Injured Worker visits;

- (b) reporting on physical and functional findings specifically as they relate to essential job duties;
- (c) documentation of conversations with the employer(s) (or documented attempts to contact), and a description of job duties and job demands as reported by the Injured Worker and confirmed by the employer and/or WorkSafeBC Officer, where possible; and
- (d) documentation of contacts with an employer and contacts with a WorkSafeBC Officer.

## **SERVICE QUALITY AND PERFORMANCE STANDARDS**

43. WorkSafeBC will administer an external quality control process, including reporting on the key performance indicators of individual providers in the Provider Network. The Contractor must adhere to the following performance standards, which will be measured monthly on the basis of a 12 month rolling average:

- (a) Durable Return To Work, with no less than 65% and a target of 75% of Injured Workers working, participating in a WorkSafeBC vocational rehabilitation plan, or not working for reasons unrelated to the compensable injury with respect to which the Injured Worker was treated, at one month post discharge; and
- (b) satisfactory performance with respect to initial DOS to discharge date and report timeliness as compared to the Provider Network.

For the purpose of this section, “**Durable Return To Work**” means the measure set by Health Care Programs, which may be amended from time to time, which reflects the proportion of Injured Workers who return to work one month post discharge.

- 44. WorkSafeBC will have the right to add additional performance standards during the Term.
- 45. Where the Contractor does not meet the required performance standards under section 43, or any additional performance standards under section 44, WorkSafeBC may require the Contractor to develop a corrective action plan acceptable to WorkSafeBC that sets out how the Contractor will address the performance issues and a date by which the Contractor commits to meet the required performance standards. The Contractor will address the performance issues in accordance with the corrective action plan by the date agreed by the parties.
- 46. The Contractor acknowledges and agrees that while WorkSafeBC may work with the Contractor to resolve any performance quality issues determined to exist under section 43 or 44, WorkSafeBC is not required to do so prior to exercising its rights of termination under section 3.3 or rights of suspension under section 3.6 of the Agreement. In the event that the Contractor fails to address the performance issues in accordance with the corrective action plan developed under section 45, WorkSafeBC will be entitled to terminate this Agreement without notice under section 3.3 of the Agreement.

## **SCHEDULE B**

### **FEES**

#### **TERMS AND CONDITIONS**

1. The fees set out in the table below (except fee code 19370, 19371, 19372, 19171, 19172) will increase by the prior calendar year's percentage change in the Canada-wide annual average consumer price index to a maximum of 4% on April 1 of each year.
2. WorkSafeBC may, without obligation, increase any fee set out in this Schedule B at its discretion on 30 days' written notice to the Contractor which includes a revised Schedule B incorporating such increase.
3. The Contractor will be entitled to invoice for and receive payment for Services provided in accordance with this Agreement if at the time Services are commenced the Injured Worker's claim has been accepted and the WorkSafeBC officer has approved Concussion and Vestibular Physiotherapy Services.
4. If the Contractor provides Services to an Injured Worker before the Injured Worker has an accepted claim or before the Injured Worker has initiated a claim, the Injured Worker is responsible to pay the Contractor for the Services. If the Injured Worker's claim is subsequently accepted by WorkSafeBC, and Services are approved by the WorkSafeBC Officer:
  - (a) within 90 days of the Injured Worker's Initial Visit for the purposes of assessment, the Contractor will refund all amounts paid for Services, whether directly to the Injured Worker for those amounts paid by the Injured Worker and/or to the Injured Worker's third party insurance provider where the Contractor directly invoiced and was paid by such third party insurance provider, and then invoice WorkSafeBC for all applicable amounts under this Schedule B for the Services that have been performed in accordance with this Agreement; or
  - (b) more than 90 days of the Injured Worker's Initial Visit for the purposes of assessment, WorkSafeBC will reimburse the Injured Worker directly for amounts paid by the Injured Worker for Services.
5. The Contractor shall not invoice for, and WorkSafeBC shall not be liable for, any additional fees or other compensation where the Contractor provides Services on non-Business Days or otherwise outside of regular business hours.
6. The Contractor shall not invoice WorkSafeBC or the Injured Worker for, and WorkSafeBC shall not be liable for:
  - (a) the cost of any supplies or equipment that the Contractor may use or provide to the Injured Worker in the course of delivering the Services (including without limitation electrical modalities, manual therapy, and any non-durable medical supplies; i.e. theraband, or athletic tape); and
  - (b) the cost of missed or cancelled appointments.

7. Subject to receipt of an invoice that complies with this Agreement, WorkSafeBC will reimburse the Contractor only for expenses that are expressly authorized herein, actually incurred and without markup as set out in this Schedule B.
8. If any reports are incomplete or otherwise do not meet the requirements set out in Schedule A, the Contractor will properly complete the report and resubmit it to WorkSafeBC without any additional payment. The Contractor will not be entitled to receive any payment until the report has been completed properly and received by WorkSafeBC.

REFERENCE ONLY

## FEE CODES AND RULES

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Amount
19365	CVPT Initial Visit and Assessment Report	<ul style="list-style-type: none"> <li>• Fee includes all Services required to complete and submit the Assessment Report.</li> <li>• Billable once per claim.</li> <li>• Eligible to be invoiced only when all services included in the Concussion and Vestibular Initial Assessment have been performed and the Assessment Report is received by WorkSafeBC.</li> <li>• Invoice DOS on the Assessment Report must be the date of the Initial Visit.</li> <li>• Not eligible to be invoiced with the Extension Request Report, Discharge Report, or Treatment Visit.</li> <li>• Services must be in-person</li> </ul>	\$220
19367	CVPT Treatment Visit	<ul style="list-style-type: none"> <li>• Eligible to be invoiced when an Injured Worker attends for an in-person treatment visit in the Treatment Period or an Extension.</li> <li>• DOS on invoice must match Injured Worker visit date.</li> <li>• Not eligible to be invoiced with CVPT Initial Visit and Assessment Report.</li> </ul>	\$96
19370	CVPT Extension Request Report	<ul style="list-style-type: none"> <li>• Fee includes all Services required to complete and submit the Extension Request Report.</li> <li>• Eligible to be invoiced when the Extension Request Report is received by WorkSafeBC.</li> <li>• DOS on the invoice must match the DOS (date of report) on the Extension Request Report.</li> <li>• Not eligible to be invoiced with the CVPT Initial Assessment and Report.</li> </ul>	\$60
19371	CVPT Discharge Report	<ul style="list-style-type: none"> <li>• Fee includes all Services required to complete and submit the Discharge Report.</li> <li>• Eligible to be invoiced when the Discharge Report is received by WorkSafeBC.</li> <li>• DOS on the invoice must match the DOS (last Injured Worker visit) on the Discharge Report.</li> <li>• Cannot be invoiced with the CVPT Initial Assessment.</li> </ul>	\$50

Other Fee Codes			
19372	CVPT Telephone Consultation for Return to Work and Other Related Issues	<ul style="list-style-type: none"> <li>• Fee may be invoiced for telephone communication with a health care provider, WorkSafeBC Officer, or with an employer if the telephone conversation with the employer occurs outside of an Initial Assessment where:               <ul style="list-style-type: none"> <li>○ the telephone communication is for the purpose of discussing treatment, return to work, discharge planning and/or other related issues;</li> <li>○ the discussion is documented in clinical records; and</li> <li>○ actual contact is made or a detailed message is left.</li> </ul> </li> <li>• Fee cannot be invoiced for telephone calls for routine matters, invoicing/payment, administrative, contract or performance issues.</li> </ul>	\$30.00 per 15 min. increment
19171	Photocopies (first 20 pages)	<ul style="list-style-type: none"> <li>• Fee may be invoiced for the first 20 pages of WorkSafeBC requested copy of chart notes, provided that the copies are received within two Business Days of request and are legible.</li> <li>• DOS on the invoice must be the date the chart notes are requested.</li> <li>• The Contractor must ensure chart notes use the minimum number of pages and a font size reasonable for the content.</li> <li>• Submissions with excessive sections of blank space may have the total number of payable pages reduced by WorkSafeBC in its sole discretion.</li> </ul>	\$42.00
19172	Photocopies (every page over 20 pages)	<ul style="list-style-type: none"> <li>• Fee may be invoiced for each page after the first 20 pages of WorkSafeBC requested copy of chart notes, provided that the copies are received within two Business Days of request and are legible.</li> <li>• The Contractor must ensure chart notes use the minimum number of pages and a font size reasonable for the content.</li> <li>• Submissions with excessive sections of blank space may have the total number of payable pages reduced by WorkSafeBC in its sole discretion.</li> </ul>	\$1.26 per page



## **SCHEDULE C**

### **FACILITIES**

1. The Contractor is authorized to provide the Services from the following Facility or Facilities only:

<b>Facility Name &amp; Address</b>	<b>MSP Payee #</b>

2. The Contractor will ensure that the Facility meets the following standards at all times:
  - (a) has a dedicated treatment area that ensures Injured Worker privacy where appropriate, equipment sufficient to test for functional ability, and any other facility or equipment otherwise necessary for the provision of Services in compliance with this Agreement;
  - (b) is a safe environment, with routine and prompt maintenance of the Facility and any equipment used in the performance of the Services under this Agreement;
  - (c) complies with the CPTBC Standards of Practice regarding Private Physical Therapy Practice/Corporations;
  - (d) is wheelchair accessible including without limitation, wheelchair ramp-to-door, wide doorways, and a minimum of one accessible washroom to Injured Workers; and
  - (e) meets all occupational health and safety requirements under the Workers Compensation Act and the Occupational Health and Safety Regulation.
3. The Contractor acknowledges and agrees that the Services will not be delivered at a location that is zoned residential or is residential in nature.

## SCHEDULE D – PRIVACY PROTECTION SCHEDULE

### Definitions

1. In the Agreement and this Schedule D:
  - (a) “**FIPPA**” means the *Freedom of Information and Protection of Privacy Act* [RSBC 1996] chapter 165, as amended from time to time, and includes any successor or replacement legislation with respect to access to information or privacy;
  - (b) “**FIPPA Designate**” means the manager of the WorkSafeBC FIPP Office ([fipp@worksafebc.com](mailto:fipp@worksafebc.com));
  - (c) “**Electronic Metadata**” means metadata generated by an electronic system that describes an individual’s interaction with the system;
  - (d) “**Personal Information**” means any information about an identifiable individual, other than contact information as defined in FIPPA;
  - (e) “**Privacy Commissioner**” means BC’s Information and Privacy Commissioner appointed under FIPPA.

### FIPPA Application

2. The Contractor acknowledges that FIPPA, by its terms, applies to the Contractor as a service provider in the same manner as it applies to an employee of WorkSafeBC. The Contractor will comply with the requirements of FIPPA applicable to the Contractor as a service provider; any applicable order or request of the Privacy Commissioner; and reasonable directions given by WorkSafeBC with respect to FIPPA compliance and compliance with WorkSafeBC privacy policies.
3. Notwithstanding any provision of the Agreement or the laws of any jurisdiction, the law of British Columbia, including but not limited to FIPPA, applies with respect to any matter related to privacy and protection of Personal Information.
4. The Contractor warrants and represents it is knowledgeable with respect to FIPPA requirements applicable to service providers. The Contractor must ensure the Contractor and the Contractor’s employees and permitted subcontractors involved in the performance of the Agreement are trained on FIPPA requirements and the requirements of this Schedule to the extent they differ from or are additional to the Contractor’s privacy policies. FIPPA or privacy training must be refreshed at least annually.

### Collection of Personal Information

5. Unless the Agreement otherwise specifies or WorkSafeBC otherwise directs in writing, the Contractor:
  - (a) may only collect or create Personal Information that is authorized under the Agreement and necessary for the performance of the Contractor’s obligations under the Agreement;
  - (b) must, to the extent Personal Information is collected expressly for WorkSafeBC, collect Personal Information directly from the individual the information is about; and
  - (c) must, to the extent Personal Information is collected expressly for WorkSafeBC, tell an individual from whom the Contractor collects Personal Information:
    - (i) the purpose for collecting it;

- (ii) the legal authority for collecting it; and
- (iii) to contact the FIPPA Designate to answer questions about the Contractor's collection of Personal Information at [FIPP@worksafebc.com](mailto:FIPP@worksafebc.com) or (604) 279-8171.

### **Accuracy of Personal Information**

- 6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any Personal Information collected by the Contractor in performing its obligations under the Agreement.
- 7. Upon notice from WorkSafeBC, the Contractor will correct Personal Information in its custody in a timely manner to ensure that any Personal Information is accurate, complete and up-to-date as required by FIPPA. The Contractor will advise WorkSafeBC when the correction is completed.
- 8. If the Contractor receives a request for correction of Personal Information from a person other than WorkSafeBC, the Contractor must advise the person to make the request to the FIPPA Designate.

### **Protection of Personal Information**

- 9. The Contractor must protect Personal Information against unauthorized access, use, disclosure or disposal by making reasonable security arrangements through appropriate administrative, technical, and physical security controls and comply with any requirements with respect to such controls set out in the Agreement, any representations with respect to security made generally on a Contractor website or specifically to WorkSafeBC, and WorkSafeBC policies provided to the Contractor. These requirements are in addition to, and not replacement of, any higher standards required by a professional governing body, privacy certification or laws of a jurisdiction other than British Columbia.
- 10. All Personal Information must be encrypted in transit and at rest using industry accepted standards, strong encryption techniques, and current security protocols.
- 11. Where the Contractor or a permitted subcontractor or subprocessor has or generates Electronic Metadata as a result of the Services, the Contractor or a permitted subprocessor will not use the Electronic Metadata or disclose it, unless information in individually identifiable form is removed from the Electronic Metadata or is destroyed.
- 12. The provisions of this Schedule apply to Personal Information and metadata that is not Electronic Metadata, including if aggregated and de-identified (all Personal Information is removed and the Personal Information cannot be re-identified) unless specified otherwise in the Agreement.

### **WorkSafeBC Rights**

- 13. WorkSafeBC has the exclusive right to determine if the Contractor's security arrangements are reasonable security arrangements as required under FIPPA.
- 14. The Contractor's physical custody of Personal Information, or that of a permitted subcontractor or subprocessor, for the purposes of the Agreement does not equate transfer of control. The rights to access, use, disclosure, destruction and integrity of the Personal Information remain in WorkSafeBC's control.

### **Data Residency**

15. Unless the Agreement specifically provides otherwise, the Contractor must not store, access, or disclose Personal Information outside Canada. This includes ensuring that email servers, data storage servers, back-up servers and disaster recovery servers are located within Canada.

#### **Access to, use and disclosure of Personal Information**

16. The Contractor may only use Personal Information for the performance of the Contractor's obligations under the Agreement and must restrict access to only the Contractor and the employees and contractors (including any subprocessors) where access and use is necessary to carry out the obligations under the Agreement, and only to the extent necessary.
17. The Contractor may only disclose Personal Information to the extent the disclosure is authorized under the Agreement and necessary for the performance of the Contractor's obligations and the exercise of any rights of disclosure as set out in the Agreement.
18. If the Contractor receives a request for access to Personal Information from a third party, including any law enforcement agency or party acting under government authority, the Contractor must immediately contact the FIPPA Designate for instructions and not respond, unless required by law.

#### **Disposition of Personal Information**

19. Unless WorkSafeBC requests the return of Personal Information or unless retention is required by law or a professional regulatory body having jurisdiction over the Contractor, the Contractor will securely and irretrievably destroy all Personal Information on the earlier of:
  - (a) a request by WorkSafeBC;
  - (b) the Personal Information no longer being required for the purposes of the Services; or
  - (c) the Agreement ending,provided that the Contractor will retain any records that include Personal Information used by the Contractor to make a decision that directly affects the individual whom the Personal Information is about for one year after the decision is made.
20. The Contractor will be entitled to retain the copies of Personal Information in a back-up system in non-readable form or the copies as required by law or a professional regulatory body on the condition that such copies and any Personal Information remains subject to the requirements of this Schedule and are securely and irretrievably destroyed in accordance with the Contractor's usual destruction schedule.

#### **Compliance and Notification Obligations**

21. The Contractor must have a privacy management program in place that addresses the collection, access, use, disclosure, storage, retention, security and disposal of Personal Information in compliance with this Schedule, and a privacy breach protocol. The Contractor will provide WorkSafeBC with a copy of its privacy management program upon request, if not otherwise available through an open website link.
22. WorkSafeBC and/or the Privacy Commissioner may, at any reasonable time and on reasonable notice, conduct a review with respect to compliance with this Schedule. The Contractor will cooperate with WorkSafeBC and/or the Privacy Commissioner in a compliance review, and will provide such access, documents and assistance as are

reasonably necessary. The Contractor must institute any recommended reasonable changes arising from a compliance review.

23. The Contractor must immediately notify the FIPPA Designate:

- (a) of any breach or suspected breach of its obligations related to privacy as set out in the Agreement or this Schedule;
- (b) if it anticipates it will be unable to comply with a provision in this Schedule in any respect,

and where requested, co-operate with WorkSafeBC in taking steps to address and/or prevent recurrence of the breach or in addressing the anticipated non-compliance. The Contractor will not notify any third parties whose Personal Information is involved in the breach as a result of the delivery of services to WorkSafeBC without WorkSafeBC's prior agreement, not to be unreasonably withheld.

24. The Contractor agrees to cooperate and assist WorkSafeBC and/or Privacy Commissioner in any investigation of a complaint that Personal Information has been used or disclosed contrary to FIPPA, the Agreement or this Schedule.

25. If the Contractor fails to comply with any requirements set out in this Schedule or any WorkSafeBC directions given under this Schedule, WorkSafeBC will, notwithstanding any provision of the Agreement to the contrary, be entitled to immediately terminate the Agreement without charge or penalty. If the Contractor's failure relates to accuracy and correction of Personal Information, WorkSafeBC's right to terminate will be subject to the Contractor first being given 10 business days to remedy the breach.