

**THIS FOOT CARE SERVICES AGREEMENT** ("Agreement") is made effective as of the [redacted] day of [redacted], 202[redacted] (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 foot care service providers capable of providing foot care treatment to assist Injured Workers in reaching the physical and functional levels needed to return to their pre-injury work or maximum level of function in a safe, durable and timely manner;
- B. The Contractor is in the business of providing services as described in the Vendor Application Form 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 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) "**DOS**" means date of service, with service meaning the date of the Injured Worker visit, unless otherwise specified in this Agreement;
  - (d) "**Facility(ies)**" means a facility(ies) where the Services are to be performed;
  - (e) "**FIPPA**" means the British Columbia *Freedom of Information and Protection of Privacy Act* [RSBC 1996] chapter 165;

- (f) **"Foot Care Nurse"** means any nurse registered, licensed and in good standing with the British Columbia College of Nurses and Midwives who has completed a specialized course in advanced foot care or continuing foot care education within the last 10 years;
- (g) **"Health Care Programs"** means the WorkSafeBC Health Care Programs Quality Assurance Supervisor or Program Manager assigned to the Foot Care Services Program, whose identity will be communicated to Contractors via network bulletins, or as otherwise designated by WorkSafeBC;
- (h) **"Injured Worker"** means a person who is entitled to compensation under the WCA and who receives Services;
- (i) **"My Provider Services"** means WorkSafeBC's web-based secure portal that allows the Contractor to electronically submit invoices to WorkSafeBC;
- (j) **"Nurse Practitioner"** means an individual who is registered, licensed, and in good standing as a nurse practitioner with the British Columbia College of Nurses and Midwives;
- (k) **"Personal Information"** has the meaning ascribed to it in Schedule D;
- (l) **"Personnel"** includes the Contractor's directors, officers, employees, and permitted subcontractors;
- (m) **"Primary Care Practitioner"** means the physician or Nurse Practitioner who has primary responsibility for the treatment and care of the Injured Worker;
- (n) **"Provider Network"** means the network of foot care service providers who have entered into Foot Care Services agreements with WorkSafeBC;
- (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; and
- (q) **"WorkSafeBC Officer"** means a WorkSafeBC Case Manager, Adjudicator, Medical Advisor, Return to Work Specialist, Return to Work Specialist Nurse, Clinical Specialist Nurse, Service Coordinator or other as designated by WorkSafeBC.

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 shall not be used in construing any provision herein;
- (c) any legislation, including any statute or regulation, shall mean and include 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 shall provide the Services in accordance with the terms and conditions of this Agreement and its Schedules. The Contractor shall 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 shall 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 approved by WorkSafeBC, the Contractor shall only deliver the Services at the Facility(ies) set out in Schedule C and any other locations set out in Schedule C.
- 2.4 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 Foot Care Nurses 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 Foot Care Nurse with the British Columbia College of Nurses and Midwives or of any complaint that results in disciplinary hearing or disciplinary action with respect to a Foot Care Nurse;
  - (c) ensure at all times throughout the Term that the Contractor, if applicable, and Personnel other than subcontractors who may have access to children or vulnerable adults within the meaning of the *Criminal Records Review Act* RSBC 1996 chapter 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.
- 2.5 Subcontracting: The Contractor may not subcontract any of the Services without the prior written consent of the Director, Procurement Services, which consent WorkSafeBC may withhold in its sole discretion. If WorkSafeBC provides consent to a subcontractor, the following applies:
  - (a) all subcontractors must meet the requirements set out in section 2.4 and section 10.1;

- (b) 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;
- (c) the Contractor must enter into written agreements with subcontractors which incorporates all terms and conditions of this Agreement applicable to Personnel; and
- (d) the Contractor must notify WorkSafeBC as set out in this section of any proposed change to any subcontractor and must not make any change unless it receives consent. Any such consent will be on the same terms and conditions as set out in this section.

2.6 Prohibited Activities: The Contractor and its Personnel shall 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.

2.7 Incident Reporting: The Contractor shall report, verbally and in writing using the Health Care Programs Incident Report (form 83M380), to the WorkSafeBC Officer and Health Care Programs:

- (a) any physical or psychological trauma sustained by an Injured Worker in the course of the Contractor delivering Services to the Injured Worker; and
- (b) any circumstances that arise in the course of the Contractor delivering Services to the Injured Worker that create an immediate safety hazard to the Injured Worker or the Contractor, or create the potential for physical or psychological harm to the Injured Worker or the Contractor.

Where the incident results in the Injured Worker requiring emergency care, the Contractor must provide the Health Care Programs Incident Report (form 83M380) to the WorkSafeBC Officer, Health Care Programs, and the Injured Worker's Primary Care Practitioner within two Business Days.

2.8 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 but is not limited to 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.

- 2.9 Data Submission: The Contractor shall 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. 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.
- 2.10 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 shall govern.
- 2.11 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.
- 2.12 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.
- 2.13 Service Delivery: The Contractor will ensure that Services are delivered in a manner that respects the Injured Worker and their privacy at any location where Services are provided. The Contractor will ensure that Personnel are courteous and professional, and refrain from inappropriate or obscene language or actions while in the company of an Injured Worker.

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

- 3.1 Term: The term of this Agreement shall commence on the Effective Date and will terminate on April 30, 2028, unless otherwise earlier terminated or unless renewed in accordance with section 3.2 (the "**Term**").
- 3.2 Renewal: WorkSafeBC shall have the right to renew this Agreement on the same terms and conditions as contained in this Agreement for one further successive three-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, its obligations with respect to My Provider Services under section 4.3, or with respect to its occupational health and safety obligations under section 10.1(e);
- (d) submits misleading information to WorkSafeBC, including without limitation invoices that have material inaccuracies or include Services not performed, or inaccuracies in Personnel 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 Health Care Programs or the WorkSafeBC Director of Procurement Services. If notice is provided under this section, the Contractor will provide reasonable assistance to WorkSafeBC to transition all Injured Workers whose treatment cannot be completed prior to the effective date of the termination to another service provider.

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

- (a) the Contractor shall 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 receiving Services and the status of the Services to the Injured Worker, and will provide reasonable assistance to WorkSafeBC to transition all Injured Workers to other service 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 from any one or more Facilities, 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 one Facility, as determined by WorkSafeBC in its sole discretion.
- 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 shall not be deemed to be a waiver of any breach of the Contractor's obligations arising under this Agreement.

#### **4. MY PROVIDER SERVICES**

- 4.1 My Provider Services Use: The Contractor shall use My Provider Services for the purposes of submitting invoices and all reports under this Agreement and for any other purposes as may be directed by WorkSafeBC from time to time.
- 4.2 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 4.1 upon execution of this Agreement.
- 4.3 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. PAYMENT AND INVOICING**

- 5.1 Fees: Subject to receiving an invoice that complies with this Agreement, WorkSafeBC shall 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.
- 5.2 No Additional Billing: The Contractor shall 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 shall be payable under this Agreement, except as set out in Schedule B.

- 5.3 Interest: WorkSafeBC shall not be liable to pay any interest with respect to an invoice or an amount due under this Agreement.
- 5.4 Invoices: The Contractor shall 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 payee number assigned to the Contractor by WorkSafeBC must be referenced on all invoices;
  - (f) where applicable, PST and GST shall 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.

The Contractor must submit the appropriate report in accordance with this Agreement along with the invoice for the related Services. WorkSafeBC is under no obligation to pay invoices received more than 90 days from the DOS or invoices for Services for which the Contractor has not submitted the applicable report.

- 5.5 Invoice Submission: Invoices must be submitted to WorkSafeBC electronically via My Provider Services. 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.
- 5.6 Invoice Rejection: WorkSafeBC may reject an invoice that does not comply with sections 5.4 or 5.5, 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.
- 5.7 Time to Resolve: The Contractor must rectify the invoice rejected under section 5.6 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 5.7(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 shall 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 shall not be entitled to payment for the Services included in such invoice that are the subject of the invoice rejection and WorkSafeBC shall have no liability to pay for such Services.

- 5.8 **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 shall only issue payment to the Facility from which the invoice is issued and will not create separate payments by Facility.
- 5.9 **Invoicing Procedures:** WorkSafeBC may change the invoicing requirements set out in sections 5.1 to 5.8 at any time during the Term upon providing 60 days' written notice to the Contractor.
- 5.10 **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.

## **6. CHANGE OF OWNERSHIP, FACILITY(IES)**

- 6.1 **Written Notice:** If there is a proposed change to the legal ownership of the Contractor or any change to the Facility(ies) from that set out in Schedule C, the Contractor shall provide at least 60 days' written notice to WorkSafeBC and request for approval of any proposed changes to the WorkSafeBC Director, Procurement Services. WorkSafeBC shall treat this information as confidential until WorkSafeBC is advised the information is public.
- 6.2 **Qualification Requirements:** In the event of a proposed change as described in section 6.1, WorkSafeBC reserves the right in its sole discretion to require the Contractor and/or prospective new owner to qualify or requalify as a 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 6.1.
- 6.3 **Approval:** WorkSafeBC shall advise the Contractor as soon as it is practicable whether or not the proposed change(s) meets the requirements for qualification. The Contractor shall not provide Services based on any requested changes until WorkSafeBC has provided its approval.

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

- 7.1 **Obligation to Keep Records:** The Contractor shall 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.
- 7.2 Audit and Inspection of Records: When requested by WorkSafeBC the Contractor shall within two Business Days make available to WorkSafeBC the books and records in section 7.1(a) and/or (b) for inspection, audit, or reproduction by WorkSafeBC or its authorized representatives. The Contractor shall 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 shall not charge any fee for the cost of reproduction of any records required to be kept under this Agreement.
- 7.3 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 shall provide all documentation requested by WorkSafeBC.
- 7.4 Service Quality: WorkSafeBC shall 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 shall 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) Injured Worker satisfaction;
  - (c) any complaints received related to Services provided;
  - (d) compliance with this Agreement;
  - (e) the effectiveness of the Services provided by the Contractor;
  - (f) late and/or missed appointments;
  - (g) invoicing reviews to determine compliance with Schedule B; and
  - (h) report reviews to determine compliance with the reporting requirements under this Agreement.
- 7.5 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 shall have the right:
- (a) where a service quality review reveals an overbilling by the Contractor, to exercise its rights of set-off under section 5.10; 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.

## 8. INTELLECTUAL PROPERTY

- 8.1 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.

8.2 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 shall vest in the Contractor as a result of its use (or that of its Personnel) of such reports and forms.

8.3 Ownership: WorkSafeBC shall 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 shall 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.

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

9.1 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.
- 9.2 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.
- 9.3 Protection: The Contractor and its Personnel shall 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.
- 9.4 Permitted Exceptions: The Contractor and its Personnel shall 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 Health Care Programs 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.

- 9.5 Disposition: Subject to the provisions of Schedule D, when this Agreement ends or is terminated, the Contractor shall return all Confidential Information to WorkSafeBC, or if requested, destroy it in the manner specified by WorkSafeBC.
- 9.6 Section 235: Nothing in this Agreement relieves the Contractor and its Personnel of any obligations they may have under section 235 of the WCA.
- 9.7 Remedies: In the event that the Contractor violates any provision of sections 9.1 to 9.6 or Schedule D, WorkSafeBC shall 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.

## 10. CONTRACTOR RESPONSIBILITIES

### 10.1 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) remove any Personnel from the performance of the Services who WorkSafeBC, in its sole discretion, deems to be unqualified, incompetent, to have conducted themselves inappropriately or deems to be unsuitable and, if required, replace that person as soon as reasonably practicable;
- (d) 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;
- (e) 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;
- (f) 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 shall 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
- (g) 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 shall immediately advise WorkSafeBC in writing of any real or perceived conflict of interest.

- 10.2 No Advertising or Promotion: Except as set out in section 10.3, the Contractor shall 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.
- 10.3 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.
- 10.4 Independent Contractor: The Contractor is an independent contractor and not an employee, agent or partner of WorkSafeBC. The Contractor shall not, and shall ensure that its Personnel do not, in any manner whatsoever commit or purport to commit WorkSafeBC to any payment or obligation whatsoever.
- 10.5 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 shall 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.

## **11. INSURANCE AND INDEMNITY**

- 11.1 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.
- 11.2 Insurance: During the Term, the Contractor will maintain at its own expense and ensure that any 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 shall include blanket coverage for contractual liability; and
  - (b) professional liability insurance with a limit of not less than \$2,000,000.00 per claim, which covers losses that may be occurred due to errors or omissions or acts of negligence by the Contractor during the Term.

WorkSafeBC shall be named as additional insured for all purposes under the commercial general liability insurance which shall include a cross-liability clause. The Contractor shall 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.

## 12. GENERAL

- 12.1 Entire Agreement: This Agreement and its schedules 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 shall be effective unless in writing and signed by the parties. In the event of a conflict between a schedule and a provision in the body of the Agreement, the provision in the body of the Agreement will apply unless the schedule expressly states to the contrary.
- 12.2 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 shall not be considered unreasonable. The Contractor shall 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 6.1 - 6.3, 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.
- 12.3 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.
- 12.4 Notice: Any notice required to be given under this Agreement shall 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.

12.5 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 shall 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 shall 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 shall 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, 3.6, or 9.1-9.6.

12.6 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 shall be severed from the Agreement and the remainder of the Agreement shall have force and effect.

12.7 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 2.5, 5.1, 5.3, 5.7, 5.8, 5.10, 7.1, 7.2, 8.1-8.3, 9.1-9.6, 10.2, 11.1 and Schedule D survive the termination or expiration of this Agreement.

12.8 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.

- 12.9 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.
- 12.10 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 shall 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 shall 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:

\_\_\_\_\_  
Tara Mudray  
Director, Procurement Services

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

## SCHEDULE A

### SERVICES

#### GENERAL SERVICE STANDARDS

1. The parties acknowledge and agree that the following terms have the following meanings:
  - (a) **"Best Practice Guidelines"** means the "Best Practice Guidelines For Cleaning, Disinfection and Sterilization of Critical and Semi-critical Medical Devices In BC Health Authorities" published by the British Columbia Ministry of Health in March 2007 and reviewed and revised December 2011, as may be amended from time to time;
  - (a) **"Discharge Assessment Report"** means WorkSafeBC's Foot Care Services Assessment Report (form 83D604) in which the Contractor checks "83D607 Discharge Assessment Report" to report on the discharge of an Injured Worker;
  - (b) **"Initial Assessment"** means the first assessment of an Injured Worker as set out in section 22;
  - (c) **"Initial Assessment Report"** means WorkSafeBC's Foot Care Services Assessment Report (form 83D604) in which the Contractor checks "83D605 Initial Assessment Report" to report on the Initial Assessment; and
  - (d) **"Progress Assessment Report"** means WorkSafeBC's Foot Care Services Assessment Report (form 83D604) in which the Contractor checks "83D606 Progress Assessment Report" to report on each Service Visit; and
  - (e) **"Service Visit"** has the meaning set out in section 28.
2. The Contractor and its Personnel must perform the Services in accordance with the provisions of this Agreement, as it may be amended by WorkSafeBC from time to time.
3. The Contractor shall ensure that the Services:
  - (a) are clinically appropriate;
  - (b) are related to the compensable injury;
  - (c) are directed towards improving the physical and functional levels of Injured Workers and educating Injured Workers and others involved in the Injured Worker's care in order to assist Injured Workers to be able to function as independently as possible; and
  - (d) complement and supplement, but don't replace, the efforts of an Injured Worker to care for him or herself with the assistance of others involved in the Injured Worker's care.
4. The Contractor will ensure that:
  - (a) all locations in which the Services are provided have sufficient and prudent infection prevention and control and that Foot Care Nurses maintain sufficient and prudent infection prevention and control measures in the delivery of the Services in accordance with Best Practice Guidelines, including without limitation sterilization of tools and equipment; and
  - (b) Foot Care Nurses have access to and utilize an autoclave for sterilization of foot care tools and instruments used in the performance of the Services.

5. Without limiting section 4, the Contractor will ensure that, following each appointment where foot care tools or equipment were used, Foot Care Nurses sterilize and store such foot care tools and equipment in accordance with Best Practice Guidelines prior to using them again.
6. The Contractor shall provide at least 10 Business Days' prior notice (a) where the Contractor will be unavailable to provide Services for more than 15 consecutive Business Days; or (b) of any temporary closure of a Facility where the temporary closure is scheduled to be for a period longer than 15 consecutive Business Days and/or the closure will or is likely to prevent the Contractor from being able to meet the timelines set out in this Schedule A. Where the Contractor will be unavailable for a period of more than 15 consecutive Business Days WorkSafeBC may, in its sole discretion, discharge the Injured Worker(s) from the Contractor's care and/or transfer the Injured Worker(s) to another service provider in the Provider Network.
7. The Contractor must immediately provide notice to WorkSafeBC of any foreseen or unforeseen circumstances that will or may reasonably be expected to interrupt the provision of Services.

### **STAFF REQUIREMENTS AND QUALIFICATIONS**

8. The Contractor shall ensure that:
  - (a) Services are provided by Foot Care Nurse;
  - (b) one or more Foot Care Nurses are available to provide the Services; and
  - (c) Foot Care Nurses correspond and collaborate with healthcare providers treating the Injured Worker as clinically appropriate, including without limitation the Injured Worker's Primary Care Practitioner, and may refer Injured Workers to the WorkSafeBC Officer as required for treatment outside the Foot Care Nurse's scope of practice.
9. Upon request by WorkSafeBC, the Contractor shall provide WorkSafeBC with the names, registration numbers with the British Columbia College of Nurses and Midwives, and educational qualifications, including without limitation any completed specialized courses in advanced foot care, for each of its Foot Care Nurses.
10. The Contractor shall ensure that, without in any way limiting any other provision of this Agreement, including section 10.1, the Contractor and its Personnel comply, at all times with:
  - (a) the provisions of all applicable acts and regulations;
  - (b) the Bylaws, Standards of Practice and Scope of Practice of their professional body, including without limitation regarding clinical statements, code of ethics, and assignment of tasks, as applicable; and
  - (c) the assumptions and competencies described in the "National Competencies for Advanced Nursing Foot Care in Canada" published by the Canadian Association of Foot Care Nurses, as may be amended from time to time  
(collectively, the "**Requirements**").

If any of the Requirements mandates a level of performance of the Services higher than the level required by this Agreement, then the Contractor and its Personnel shall 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.

11. The Contractor must immediately notify WorkSafeBC if a professional body imposes any restrictions or limitations on Personnel delivering the Services. For clarity, the Contractor must immediately notify WorkSafeBC if any Personnel delivering Services under this Agreement has any restrictions or limitations imposed as of the Effective Date. WorkSafeBC shall determine, in its sole discretion, whether such restriction or limitation affects the Contractor's ability to provide the Services. If WorkSafeBC determines that such restriction or limitation affects the Contractor's ability to provide the Services, then the Contractor shall, at WorkSafeBC's request, remove such Personnel from performing Services, and without limiting any other right of WorkSafeBC under this Agreement, WorkSafeBC shall have the right in its sole discretion to require the Contractor to provide alternate Personnel or may transfer the Injured Worker(s) to another service provider.
12. 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.

### **REFERRAL PROCESS**

13. The Contractor shall only provide Services in respect of those Injured Workers that are referred to the Contractor by WorkSafeBC.
14. The Contractor shall acknowledge and respond to a referral from the WorkSafeBC Officer and accept or decline it within one Business Day of receipt.
15. If the Contractor is unclear about any of the information provided during the referral process, the Contractor shall contact the WorkSafeBC Officer for clarification.
16. WorkSafeBC shall be entitled to withdraw any referrals that are sent by WorkSafeBC to the Contractor in error, and WorkSafeBC shall not be liable to pay any amount to the Contractor for any such referral.
17. If an Injured Worker is referred to the Contractor by someone other than WorkSafeBC, or if the Contractor is unsure about whether the Injured Worker's claim has been accepted by WorkSafeBC, or whether the Contractor can provide Services in the circumstances, the Contractor shall contact a WorkSafeBC Officer for direction before providing Services. The Contractor acknowledges and agrees that a Primary Care Practitioner's referral does not entitle an Injured Worker to the provision of the Services.
18. The parties acknowledge that an Injured Worker is appropriate for referral for Services where the Injured Worker:
  - (a) has a compensable injury accepted by WorkSafeBC warranting foot care services;
  - (b) demonstrates a medical and functional need for Services; and
  - (c) is unable to perform their own foot care due to medical, physical or mental health deficits.
19. The Contractor shall not provide the Services to an Injured Worker if:
  - (a) the Injured Worker is unlikely to benefit from receiving the Services due to barriers that are beyond the scope of this Agreement to resolve (such barriers may include but are not limited to extreme psychological distress or substance abuse);
  - (b) the Injured Worker's injury or condition requiring Services is not compensable under a claim with WorkSafeBC;

- (c) the Injured Worker does not have a medical or functional need for Services;
  - (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 Contractor staff at risk; or
  - (f) the Contractor does not have the skills or qualifications needed to provide the Services.
20. The Contractor is responsible for ensuring that the requirements of sections 13, 17, 18 and 19 have been met before providing the Services. If Services are provided in circumstances other than those set out in sections 13, 17, 18 and 19, 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.
21. Prior to providing any Services to an Injured Worker, the Contractor shall provide, and the Injured Worker must participate in, an orientation which includes but is not limited to the following:
- (a) educating the Injured Worker as to the Services to be provided and obtaining the Injured Worker's 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 Health Care Programs; and
  - (e) if Services are being performed at a Facility or other community setting, providing a tour including safety procedures and evacuation plan.

#### **INITIAL ASSESSMENT**

22. The Contractor will schedule a foot care assessment for the Injured Worker with a Foot Care Nurse within five Business Days of the Contractor accepting a referral. Within 30 days of the Contractor accepting a referral, the Contractor will:
- (a) conduct the Initial Assessment which will include without limitation:
    - i. a comprehensive physical examination of the Injured Worker's feet, lower extremities, gait, and footwear;
    - ii. assessment of the Injured Worker's general health and a risk assessment; and
    - iii. provide hands-on care and treatment of foot-related issues, foot care education, preventative care, and refer to the WorkSafeBC Officer if

the need for a referral to another health care professional is deemed appropriate and related to the compensable injury.

- (b) ensure that the Foot Care Nurse contacts the WorkSafeBC Officer to discuss the findings of their Initial Assessment and recommend Services for review by the WorkSafeBC Officer.
23. The Contractor will complete and submit an Initial Assessment Report to WorkSafeBC within five Business Days of the Initial Assessment.
  24. The Contractor shall immediately contact the WorkSafeBC Officer if the Contractor is unable to contact the Injured Worker or if, for any reason, the Contractor is unable to complete the Initial Assessment within the timelines set out in sections 22 and 23.
  25. If the Injured Worker is unable to keep the scheduled time of their Initial Assessment appointment, the Contractor shall make commercially reasonable efforts to reschedule the appointment to a date that is within two weeks of the original appointment date.
  26. If the Contractor fails to act within the timelines set out in sections 22, 23 or 25, WorkSafeBC may elect in its sole discretion to revoke the referral from the Contractor.
  27. The Contractor shall obtain approval from the WorkSafeBC Officer prior to providing any Services other than the Initial Assessment to the Injured Worker.

#### **TREATMENT SERVICES**

28. On request by WorkSafeBC, the Contractor will provide treatment within the Foot Care Nurse's scope of practice to the Injured Worker, which must include the items set out in section 22(a)(i) to (iii) and will include without limitation the following as applicable:
  - (a) assessing and inspecting the feet and lower extremities;
  - (b) cutting and filing toenails;
  - (c) reducing corns and calluses non-invasively;
  - (d) operation of manual or electronic tools and devices to provide the Services set out in subsections (b) and (c) above;
  - (e) providing footwear recommendations; and
  - (f) Injured Worker education by discussing the assessment and prevention and management related to the compensable injury(each, a "**Service Visit**").
29. The Contractor will complete and submit a Progress Assessment Report to WorkSafeBC within five Business Days of each Service Visit.
30. While an Injured Worker is in the Contractor's care, the Contractor must complete a Service Visit and submit Progress Assessment Report at least once every three months unless approval from a WorkSafeBC Officer is provided to the Contractor for an alternative frequency.

#### **REPORTING**

31. The Contractor shall submit all reports with the applicable invoice via My Provider Services.
32. The Contractor shall ensure that each report submitted under this Agreement:
  - (a) is completed by the Foot Care Nurse that conducted the Initial Assessment or Service Visit, as applicable, with the Injured Worker;

- (b) recommends Services that are clinically indicated and justified as per the findings from the Initial Assessment or Service Visit, as applicable, because of the Injured Worker's compensable injury or injuries; and
  - (c) includes only those Services that have been approved by the WorkSafeBC Officer.
33. The Contractor shall 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 any guidelines for reports provided by WorkSafeBC.
34. If any reports submitted hereunder are incomplete or otherwise do not meet the requirements set out in this Agreement, the Contractor shall properly complete the report and resubmit it to WorkSafeBC and shall not be entitled to any additional payment for such completion and resubmission.
35. The Contractor must provide WorkSafeBC with copies of all claims related communication sent to the Injured Worker's Primary Care Practitioner and shall provide the Primary Care Practitioner with copies of notes, reports or other communications regarding the Injured Worker's progress and/or relevant clinical findings that are provided to WorkSafeBC, as needed. For greater certainty, the Contractor shall bear any costs associated with providing such copies to WorkSafeBC and the Primary Care Practitioner.

#### **DISCHARGE**

36. The Contractor shall discharge the Injured Worker when:
- (a) the Injured Worker recovers sufficiently from the compensable injury and no further Services are requested or approved by WorkSafeBC;
  - (b) the Injured Worker dies;
  - (c) the Injured Worker is transferred to another foot care service provider;
  - (d) the Injured Worker is on a service interruption for more than three months without prior approval from the WorkSafeBC Officer;
  - (e) the Injured Worker withdraws from Services or otherwise fails or ceases to attend for Services for two weeks without contact with the Contractor and is not on a service interruption; or
  - (f) as otherwise instructed by WorkSafeBC.

In this section, "**Discharge Date**" means the date that the Contractor has discharged the Injured Worker in accordance with this section 36. The Contractor shall notify Health Care Programs of the discharge of an Injured Worker within one Business Day of the Discharge Date.

37. The Contractor must immediately 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.
38. 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 service provider 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.

39. The Contractor shall complete and submit a Discharge Assessment Report within five Business Days after: (a) the last DOS, or (b) the date the Injured Worker qualifies for discharge under section 36, whichever is later. The Contractor shall ensure that such form is completed by the Foot Care Nurse who performed the Services on the last DOS.

#### **SERVICE QUALITY AND PERFORMANCE STANDARDS**

40. The parties acknowledge and agree that WorkSafeBC may attend any time that Services are being delivered to an Injured Worker. WorkSafeBC may conduct such visits on an announced or unannounced basis. Upon request by WorkSafeBC, the Contractor will provide the names and schedules of the Foot Care Nurse(s) providing Services to an Injured Worker.
41. The Contractor must acknowledge receipt of any complaint sent to the Contractor by WorkSafeBC within one Business Day, and shall take appropriate steps to investigate and resolve the complaint to the satisfaction of WorkSafeBC within five Business Days.
42. WorkSafeBC may 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 may be measured on the basis of a 12 month rolling average:
  - (a) all reports submitted within the timelines set out in this Agreement; and
  - (b) all Injured Worker Service Visits scheduled at least once every three months.
43. WorkSafeBC shall have the right to add additional performance standards during the Term.
44. Where the Contractor does not meet the required performance standards under section 42, or any additional performance standards under section 43, 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.
45. The Contractor acknowledges and agrees that while WorkSafeBC may work with the Contractor to resolve any performance quality issues determined to exist under section 42 or 43, 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 44, WorkSafeBC shall be entitled to terminate this Agreement without notice under section 3.3 of the Agreement.

**FEES**

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Amount
1280000	Service Visit & Foot Care Services Initial Assessment Report	<ul style="list-style-type: none"> <li>• Flat Fee.</li> <li>• Fee includes all expenses related to the provision of Foot Care Services, regardless of the time spent, including vehicle expenses (travel time, mileage, etc.), tools, supplies, and equipment used for sterilization, etc.</li> <li>• Fee includes the in-person Service Visit with the Injured Worker and the time required to complete and submit the Foot Care Services Initial Assessment Report form 83D605, and is eligible to be paid when this form is received by WorkSafeBC along with the invoice.</li> </ul>	\$150 per visit
1280001	Service Visit & Foot Care Services Progress Assessment Report	<ul style="list-style-type: none"> <li>• Flat Fee.</li> <li>• Fee includes all expenses related to the provision of Foot Care Services, regardless of the time spent, including vehicle expenses (travel time, mileage, etc.), tools, supplies, and equipment used for sterilization, etc.</li> <li>• Fee includes the in-person Service Visit with the Injured Worker and the time required to complete and submit the Foot Care Services Progress Assessment Report form 83D606, and is eligible to be paid when this form is received by WorkSafeBC along with the invoice.</li> </ul>	\$100 per visit
1280002	Service Visit & Foot Care Services Discharge Assessment Report	<ul style="list-style-type: none"> <li>• Flat Fee.</li> <li>• Fee includes all expenses related to the provision of Foot Care Services, regardless of the time spent, including vehicle expenses (travel time, mileage, etc.), tools,</li> </ul>	\$100 per visit

		<p>supplies, and equipment used for sterilization, etc.</p> <ul style="list-style-type: none"> <li>• Fee includes the in-person Service Visit with the Injured Worker and the time required to complete and submit the Foot Care Services Discharge Assessment Report form 83D607, and is eligible to be paid when this form is received by WorkSafeBC along with the invoice.</li> </ul>	
1280003	Indirect Time	<ul style="list-style-type: none"> <li>• Fee may be invoiced for communication with a health care provider or WorkSafeBC Officer where: <ul style="list-style-type: none"> <li>(a) The communication is for the purpose of discussing treatment and/or other related clinical service matters related to the injured workers compensable foot condition;</li> <li>(b) The discussion is documented in clinical records; and</li> <li>(c) Actual contact is made, or a detailed phone message is left, or a detailed email is sent.</li> </ul> </li> <li>• Billable on a per minute basis to the nearest five minute increment up to a maximum of four hours every three months per claim.</li> </ul>	\$1.00 per minute

## **ADDITIONAL TERMS AND CONDITIONS**

1. The fees set out in the table above 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 shall not be entitled to submit an invoice or receive payment if the Contractor provides any Services to an Injured Worker without the approval or pre-approval of the WorkSafeBC Officer required under this Agreement or if the Contractor does not submit an applicable report in accordance with this Agreement for Services provided.
4. The Contractor acknowledges and agrees that it is entirely responsible for any and all costs:
  - (a) incurred in relation to its business operations and in the course of providing Services to Injured Workers, unless otherwise set out in Schedule B hereof, including without limitation incidental supplies provided to the Injured Worker such as educational literature and office supplies; and
  - (b) related to the Contractor's staffing needs to comply with its Services obligations hereunder and without limiting the generality of the foregoing, the Contractor shall not be entitled to bill WorkSafeBC for any statutory holiday pay.
5. The Contractor shall not invoice WorkSafeBC or the Injured Worker for, and WorkSafeBC shall not be liable for:
  - (a) the cost of missed or cancelled appointments;
  - (b) the cost of providing copies of clinical or chart notes to WorkSafeBC, the Primary Care Practitioner or other healthcare providers treating the Injured Worker;
  - (c) the cost of any supplies, tools or equipment that the Contractor may use or provide to the Injured Worker in the course of delivering the Services; and
  - (d) the cost of sterilization of any supplies, tools or equipment described in section 5(c) above.

**SCHEDULE C**

**FACILITY(IES) AND INJURED WORKERS**

1. The Contractor’s Facility(ies) and/or Payee # is/are as follows: [

<b>Facility</b>	<b>Payee #</b>

2. The Contractor may provide Services to Injured Workers at the Contractor’s Facilities set out in section 1 of this Schedule C, the personal residence of the Injured Worker, or a clinic facility or other community setting utilized by the Foot Care Nurse. The Contractor shall ensure that Services are not provided to an Injured Worker from the personal residence of any Contractor Personnel, including any Foot Care Nurse.

3. The Contractor shall ensure that each permitted location where Services are provided meets the following standards at all times:

- (a) has a suitable treatment area and equipment with the capacity to provide treatment as required;
- (b) has appropriate space available for assessments and treatment services;
- (c) equipment at the location utilized in the performance of the Services is routinely and promptly maintained, including without limitation in accordance with manufacturer’s instructions and guidelines;
- (d) complies with Best Practice Guidelines;
- (e) there is a documented safety program at the location for response to emergencies;
- (f) is a safe environment, with routine and prompt maintenance of the location and adequate ventilation; and
- (g) it is wheelchair accessible, including without limitation having a wheelchair ramp to the door, wide doorways, and a minimum of one accessible washroom for Injured Workers.

4. Notwithstanding section 3, the Contractor is not required to comply with section 3(e) or section 3(g) if Services are provided at the personal residence of the Injured Worker.

## 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 subcontractor or 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 permitted subcontractors or 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.