

THIS ORTHOTIC SERVICES AGREEMENT – ORTHOTIST, PEDORTHIST, PODIATRIST, CUSTOM SHOEMAKER (“Agreement”) is made effective as of **Month XX , 202X** (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 orthotic service providers capable of providing orthotic treatment related to Custom Orthoses, Customized OTS Orthoses, Custom Orthopaedic Footwear and OTS Orthopaedic Footwear, including assessment, fabrication, integration and education, to assist Injured Workers in reaching the physical and functional levels needed to return to work and activities of daily living;
- 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 the Reference Manual and any amendments made in accordance with the terms of this Agreement;
 - (b) “**Business Day**” means a day that WorkSafeBC’s head office is ordinarily open for business and excludes any statutory holiday in British Columbia, Saturday and Sunday;
 - (c) “**Certified Orthotist**” means an individual who is certified by and in good standing as an orthotist with Orthotics Prosthetics Canada;

- (d) "**Certified Pedorthist**" means an individual who is a registrant in good standing as a pedorthist with the College of Pedorthics of Canada;
- (e) "**Custom Orthopaedic Footwear**" means individually designed and fabricated footwear tailored to the specific needs and requirements of an individual's foot anatomy for orthotic purposes;
- (f) "**Custom Orthosis(es)**" means an orthosis(es) that is individually designed and fabricated for a specific individual, to support, align or correct specific anatomical or biomechanical issues. A custom orthosis is created over a positive model created from a shape capture of the effected body segment by hand casting or digital scan. A custom orthosis may be fabricated in-house or by central (off-site) fabrication. Custom orthoses do not include OTS Orthopaedic Supplies.

Examples of Custom Orthoses are listed in Appendix D of the Reference Manual;

- (g) "**Custom Shoemaker**" means an individual who specializes in crafting Custom Orthopaedic Footwear and has trained and apprenticed under an experienced orthopaedic shoemaker for a minimum of five years;
- (h) "**Customized OTS Orthosis(es)**" means a prefabricated OTS orthosis(es) that is specifically modified for an individual's needs. Modifications may include but are not limited to heating, flaring, trimming, added padding, or straps. The modifications must be carried out by the authorized Practitioner prior to integration and are based on personalized measurements. Typically constructed from semi-rigid/rigid materials such as thermoplastic, metal or composites, examples include but are not limited to:
 - Customized prefabricated semi-rigid/rigid foot orthoses;
 - Customized prefabricated AFOs, thermoplastic or carbon fiber;
 - Customized positional orthoses i.e., wrist hand orthoses, plantar fascia night splints; and
 - Customized prefabricated ankle, knee, hip, spinal, shoulder, elbow, and wrist orthoses.

Examples of Customized OTS Orthoses are listed in Appendix D of the Reference Manual;

- (i) "**DOS**" means date of service, with service meaning Injured Worker visit or report date, unless otherwise specified in this Agreement;
- (j) "**Facility(ies)**" means a facility(ies) where the Services are to be performed;
- (k) "**FIPPA**" means the British Columbia *Freedom of Information and Protection of Privacy Act*, RSBC 1996, chapter 165;
- (l) "**Injured Worker**" means a person who is entitled to compensation under the WCA and who receives Services;
- (m) "**My Provider Services**" means WorkSafeBC's web-based secure portal that allows the Contractor to electronically submit invoices to WorkSafeBC;
- (n) "**OPC**" means Orthotics Prosthetics Canada;
- (o) "**OTS**" means off-the-shelf;

- (p) **"OTS Orthopaedic Footwear"** means footwear designed to accommodate, control, and support a deformity or structural abnormality of the foot. The footwear provides extra structure and support, extra depth, width and/or a greater size range than commercial retail footwear. OTS Orthopaedic footwear is used where the severity of the foot condition does not warrant custom made orthopaedic footwear, but requires specific characteristics that are not available in commercial retail footwear;
- (q) **"OTS Orthopaedic Supplies"** means OTS orthoses, supports and accessories, such as braces or splints that cross a joint(s), are prefabricated, available in specific sizes determined by tape measure or caliper, and are not created for a specific individual. OTS Orthopaedic Supplies can be categorized as soft OTS orthopaedic supplies or semi-rigid/rigid OTS orthopaedic supplies.

Soft OTS orthopaedic supplies are made of fabric such as elastic, neoprene or like materials. These devices may have removeable plastic or metal joint(s) or reinforcement. Examples of soft OTS orthopaedic supplies are elastic, neoprene or fabric ankle, knee, elbow or spinal supports, and may include but are not limited to:

- Prefabricated soft foot orthoses;
- Slings, immobilizers, straps, epicondylitis clasps;
- Ankle, knee, hip, shoulder, elbow and wrist sleeves;
- Spinal belts, corsets, supports; and
- Soft cervical collars.

Semi-rigid/rigid OTS orthopaedic supplies are made of semi-rigid or rigid foams, thermoplastics, carbon fiber or metals and may be covered with soft fabrics or liners. Examples of semi-rigid/rigid OTS orthopaedic supplies are prefabricated ankle, knee, hip, wrist, elbow, shoulder or spinal orthoses, and may include but are not limited to:

- Prefabricated semi-rigid/rigid foot orthoses;
- Prefabricated AFOs, thermoplastic or carbon fiber;
- Positional orthoses i.e., wrist hand orthoses, plantar fascia night splints;
- Prefabricated ankle, knee, hip, shoulder, elbow, and wrist orthoses
- Walking boots including ROM and offloading; and
- Hot/cold therapy devices.

Examples of OTS Orthopaedic Supplies are listed in Appendix D of the Reference Manual;

- (r) **"Personal Information"** has the meaning ascribed to it in Schedule D;
- (s) **"Personnel"** includes the Contractor's directors, officers, employees, and permitted subcontractors;
- (t) **"Podiatrist"** means an individual who has a Doctor of Podiatric Medicine and who is a registrant and in good standing as a podiatrist with the British Columbia Podiatric Medical Association;
- (u) **"Practitioner"** means the Personnel who is also a Certified Orthotist, Certified Pedorthist, Podiatrist, or Custom Shoemaker;

- (v) **"Program Manager"** means the WorkSafeBC Health Care Programs Program Manager responsible for managing the orthotic services program at WorkSafeBC;
- (w) **"Provider Network"** means the network of orthotic service providers who have entered orthotic services agreements with WorkSafeBC;
- (x) **"Reference Manual"** means the Orthotic Services Reference Manual developed by WorkSafeBC which identifies the standard protocols and procedures for the delivery of Services as the same may be amended by WorkSafeBC from time to time as set out in this Agreement;
- (y) **"Services"** means the services as described in Schedule A to this Agreement;
- (z) **"WCA"** means the British Columbia *Workers Compensation Act* [RSBC 2019] chapter 1; and
- (aa) **"WorkSafeBC Officer"** means a WorkSafeBC Case Manager, Adjudicator, Medical Advisor, Return to Work Specialist Nurse, Recovery and Return to Work Specialist, Vocational Rehabilitation Consultant, or other as designated by WorkSafeBC.

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, its Schedules and the Reference Manual. The Contractor acknowledges and agrees that the Reference Manual is incorporated in and forms part of this Agreement. The Contractor 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 permitted under Schedule C, the Contractor shall deliver the Services only at the Facility(ies) identified in Schedule C, which may be changed only as set out in sections 6.1 to 6.3 of this Agreement. The Facility(ies) must at all times comply with the requirements 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 Practitioners who meet all requirements set out in this Agreement;
- (b) notify WorkSafeBC immediately in writing of any change in the registration status of any Practitioners with the appropriate professional association or college, or of any complaint that results in disciplinary hearing or disciplinary action with respect to any Practitioners;
- (c) ensure at all times throughout the Term that Personnel other than subcontractors who may have access to children or vulnerable adults within the meaning of the *Criminal Records Review Act* RSBC 1996 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: Where the Contractor subcontracts a portion of the Services, the Contractor remains liable for the performance of all Services, including the Services performed by subcontractors and for each subcontractor's compliance with this Agreement. Without limiting the foregoing, the Contractor shall:

- (a) ensure all subcontractors meet the requirements set out in section 2.4 and section 10.1; and
- (b) enter into written agreements with subcontractors which incorporate all terms and conditions of this Agreement applicable to Personnel.

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

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

3. TERM, RENEWAL AND TERMINATION/SUSPENSION

3.1 Term: The term of this Agreement shall commence on the Effective Date and will terminate on June 30, 2026 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 two-year term upon 30 days' written notice to the Contractor prior to the expiry of the Term then in effect. Where WorkSafeBC has provided written notice to the Contractor of:

- (a) an intention to renew the Agreement as set out in this section but the Agreement has not been renewed by the end of the Term then in effect; or
- (b) an intention to enter into a new competitive bid or other process for orthotic services for the period following the expiration of the Term then in effect,

the Contractor and WorkSafeBC agree that this Agreement shall continue in effect after the end of the Term until: it is renewed; WorkSafeBC gives notice of intention not to renew the Agreement; WorkSafeBC has concluded a new competitive bid or other process for orthotic services or WorkSafeBC exercises a right of termination under the Agreement, which rights, for greater clarity, shall remain in full force in effect.

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

- (a) fails to deliver the Services in accordance with the terms of this Agreement to the satisfaction of WorkSafeBC which failure is not cured by the Contractor at its own expense to WorkSafeBC's satisfaction within five days from receipt of notice from WorkSafeBC or such other greater period of time stipulated by WorkSafeBC;
- (b) fails to ensure that the Services are provided by the appropriate qualified and/or certified Personnel as required by this Agreement or fails to have adequate qualified and/or certified Personnel to perform the Services, including a failure as a result of a change in the registration status of any Personnel with their professional association or college, or any complaint that results in a disciplinary hearing or disciplinary action with respect to any Personnel with their professional association or college;
- (c) breaches any of its obligations under this Agreement with respect to privacy, confidentiality, criminal record checks, conflicts of interest, notification with respect to a proposed change to the legal ownership, Facility location, 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, 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 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.
- 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 and Services being provided to them that will not be completed by the effective date of termination and either provide reasonable assistance to WorkSafeBC to transition all Injured Workers whose treatment cannot be completed prior to the effective date of the termination to other services providers, or if directed by WorkSafeBC, complete any Services for an Injured Worker that were commenced prior to the effective date of termination in accordance with the terms and conditions of this Agreement as may be directed by WorkSafeBC;
 - (c) WorkSafeBC will pay the Contractor the undisputed amount for Services rendered up to the effective date of termination and for any Services rendered under section 3.5(b) as directed; and
 - (d) except for an amount payable under section 3.5(c), the Contractor will not be entitled to claim for or receive any other remuneration, compensation or payment of any nature whatsoever from WorkSafeBC.
- 3.6 Suspension: In addition to its other rights under this Agreement, WorkSafeBC reserves the right in its sole discretion to immediately suspend referrals and/or the Contractor's right to provide any or all Services, including without limitation in a particular Facility, in the event that it is in breach of any provision of this Agreement, is not complying with any provision of the Agreement to WorkSafeBC's satisfaction or in the event that WorkSafeBC has lost confidence in the ability of the Contractor to perform the Services, until such time as the breach, the compliance issue or performance issue is resolved to WorkSafeBC's satisfaction.
- 3.7 Termination of any Facility: In addition to its other rights under this Agreement, if the Contractor provides Services from more than one Facility, WorkSafeBC may terminate this Agreement in accordance with sections 3.3 or 3.4 with respect to any such Facility.
- 3.8 Rights Cumulative: The rights of termination under section 3.3 and 3.4 and the rights of suspension under section 3.6 are in addition to any other right or remedy that WorkSafeBC may have. Payment by WorkSafeBC of any invoice to the Contractor for Services rendered by the Contractor 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 may use My Provider Services for the purposes of submitting invoices under this Agreement and for any other purposes as may be directed by WorkSafeBC from time to time.
- 4.2 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 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.

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

- 5.5 Invoice Submission: Invoices must be submitted to WorkSafeBC electronically via either: (a) My Provider Services, or (b) fax at 604-297-7590 using the Invoice for Orthotic Services Form (83D16). 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 section 5.4 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 section 5.7(a).

The Contractor must contact Payment Services at 1-800-422-2228 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 LOCATION

- 6.1 Written Notice: If there is a proposed change to the legal ownership of the Contractor or any change to the Facility location from that set out in Schedule C, the Contractor 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) fee code reviews to determine compliance with Schedule B; and
 - (c) 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 WorkSafeBC's Program Manager as soon as possible after disclosing the Confidential Information of the fact that Confidential Information is being disclosed under this section. The Contractor agrees to immediately notify WorkSafeBC both verbally and in writing in the event of any unauthorized access to or disclosure of Confidential Information or if the Contractor receives a legal order, warrant or demand for disclosure that includes WorkSafeBC Confidential Information in its scope.
- 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) ensure its Personnel when delivering Services at a WorkSafeBC location and with respect to the Services performed under this Agreement, comply with WorkSafeBC internal policies with respect to the conduct of WorkSafeBC business and workplace practices that are provided to the Contractor either before or during the Term, including without limitation the policies located on WorkSafeBC's website at <<https://www.worksafebc.com/en/about-us/bid-opportunities/purchasing-policies-terms>>;
- (d) remove any Personnel from the performance of the Services who WorkSafeBC, in its sole discretion, deems to be incompetent, to have conducted themselves inappropriately or deems to be unsuitable and, if required, replace that person as soon as reasonably practicable;
- (e) ensure the safety of persons providing the Services and all Injured Workers, and comply at all times with the WCA and Occupational Health and Safety Regulations made under it (or the applicable act and safety regulations if Services are performed outside of BC), and maintain a health and safety plan acceptable to WorkSafeBC and produce a copy of the plan to WorkSafeBC upon request;
- (f) if an employer, be registered and in good standing with WorkSafeBC (or the entity with jurisdiction over the Contractor equivalent to WorkSafeBC if Services are performed outside of BC) throughout the Term, and if not an incorporated entity, obtain Personal Optional Protection coverage from WorkSafeBC, if available, that is fully paid and in effect throughout the Term;
- (g) comply with WorkSafeBC policies with respect to reporting threats by Injured Workers and others, whether perceived or actually made against WorkSafeBC, its employees, Contractor Personnel or other individuals. Threats include, but are not limited to, physical threats and suicide threats. If the Contractor becomes aware that the Injured Worker is at risk of imminent harm to self or others, the Contractor 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
- (h) provide the Services free from any real or perceived conflict of interest, including without limitation a conflict of interest arising from personal relationships or business relationships. Without limiting the generality of the foregoing, the Contractor specifically acknowledges and agrees that it is a conflict of interest to advocate for or on behalf of an Injured Worker with respect to a matter related to the Injured Worker's claim or to be the Injured Worker's authorized representative. The Contractor 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, its schedules and the Reference Manual constitutes the entire agreement between the parties regarding the Services and supersedes all proposals or prior understandings, communications, representations and agreements, whether oral or written. No modification of this Agreement shall be effective unless in writing and signed by the parties. Notwithstanding the foregoing, WorkSafeBC shall be entitled to amend the Reference Manual from time to time and at any time without signatures of the parties. In the event of a conflict between a schedule and a provision in the body of the Agreement or between the Reference Manual and the body of this Agreement, the provision in the body of the Agreement will apply, and in the event of a conflict between the Reference Manual and a schedule, the schedule will apply unless the schedule expressly states to the contrary.
- 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 to 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: Email

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, 3.5, 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 2.6, 3.5, 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

DEFINITIONS

1. The parties acknowledge and agree that the following terms have the following meanings:
 - (a) **"AFO"** means ankle foot orthosis;
 - (b) **"Assessment for Maintenance and Repair"** means the assessment set out in section 29 of this Schedule A;
 - (c) **"Backup Orthosis"** means a secondary orthosis that serves the same orthotic needs as the Injured Worker's primary orthosis;
 - (d) **"Components"** means the components and/or materials used in or added to an orthosis or orthopaedic footwear;
 - (e) **"Contractor's Warranty"** means the warranty set out in section 41 of this Schedule A;
 - (f) **"Emergent Basis Services"** means the Services set out in section 37 of this Schedule A;
 - (g) **"Fabrication and Integration Services"** means the Services set out in sections 26 to 28 of this Schedule A;
 - (h) **"Initial Assessment"** means the initial orthotic assessment set out in section 20 of this Schedule A;
 - (i) **"KAFO"** means knee ankle foot orthosis;
 - (j) **"Maintenance, Repair or Adjustment Services"** means the Services set out in sections 30 to 37 of this Schedule A;
 - (k) **"Nurse Practitioner"** means an individual who is registered, licensed, and in good standing as a nurse practitioner with the British Columbia College of Nurses & Midwives;
 - (l) **"Pre-Authorization Form"** means WorkSafeBC's Request for Authorization for Orthotic Services form (Form 83D20);
 - (m) **"Primary Care Practitioner"** means the Physician or Nurse Practitioner who has primary responsibility at the time of referral for the treatment and care of the Injured Worker.

GENERAL SERVICE STANDARDS

2. The Contractor and its Personnel must perform the Services in accordance with the provisions of this Agreement and with the minimum clinical and administrative practices set out in the Reference Manual, as it may be amended by WorkSafeBC from time to time. WorkSafeBC shall provide written notice of any amendments to the Reference Manual in the form of "Network Bulletins" or other written notice, which shall include the effective date of the amendment.
3. The Contractor shall ensure that its Personnel are aware of and trained on the contents of the Reference Manual. The Contractor is solely responsible for maintaining a current version of the Reference Manual that includes all amendments issued in accordance with section 2 of this Schedule A.
4. 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 guidelines for reports contained in the Reference Manual.
5. If any reports submitted 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.
6. 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. The Contractor shall bear any costs associated with providing such copies to WorkSafeBC and the Primary Care Practitioner.
7. The Contractor shall provide at least 10 Business Days' prior notice (a) where the Contractor will be unavailable to provide Services for five consecutive Business Days or longer; or (b) of any temporary closure of the Facility where the temporary closure is scheduled to be for a period longer than five 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.
8. 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.
9. Orthotic services must be related to the Injured Worker's compensable injury.
10. Prior to providing any Services to an Injured Worker, the Contractor shall provide 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 written informed consent to participate in the Services; and

- (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.

PERSONNEL REQUIREMENTS

- 11. Without in any way limiting any other provision of this Agreement, the Contractor and its Personnel must comply, at all times with the provisions of all applicable Acts and Regulations and the Bylaws and Standards of Practice of their professional bodies, including without limitation regarding clinical statements, code of ethics, and assignment of tasks, as applicable (collectively, the "**Requirements**"). If any of the Requirements mandates a level of performance of the Services higher than the level required by this Agreement, 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.
- 12. The Contractor must immediately notify WorkSafeBC if any one or more of the professional bodies of the Personnel imposes any restrictions or limitations on Personnel delivering the Services. 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 to another service provider.

PRACTITIONER SCOPE OF PRACTICE

- 13. The Contractor shall ensure that at all times that:
 - (a) Services are provided only by Practitioners authorized as follows:
 - i. a Certified Orthotist is authorized to provide all Services;
 - ii. a Podiatrist is authorized to provide Custom Orthoses and Customized OTS Orthoses at or below the ankle, Custom Orthopaedic Footwear and OTS Orthopaedic Footwear;
 - iii. a Certified Pedorthist is authorized to provide Custom Orthoses below the ankle, Customized OTS Orthoses for foot and knee, Custom Orthopaedic Footwear and OTS Orthopaedic Footwear;
 - iv. a Custom Shoemaker is authorized to provide OTS Orthopaedic Footwear and Custom Orthopaedic Footwear; and

- (b) Services provided by a Practitioner do not exceed their permitted scope of practice as determined by their professional association or college, as applicable; and
- (c) if an Injured Worker seeks out Services and the Practitioner is not authorized by this Agreement to provide such Services, the Contractor must not provide the Services. The Contractor is required to inform the Injured Worker that the Services do not fall within their scope of practice as outlined in this Agreement.

INJURED WORKER ELIGIBILITY FOR SERVICES

- 14. The parties acknowledge that an Injured Worker is appropriate for Services when the Injured Worker requires treatment, fabrication and/or integration related to a Custom Orthosis, Customized OTS Orthosis, Custom Orthopaedic Footwear, or OTS Orthopaedic Footwear. The provision of OTS Orthopaedic Supplies is not within the scope of this Agreement.
- 15. The Contractor is responsible for ensuring that an Injured Worker has an accepted WorkSafeBC claim prior to providing any Services.
- 16. If the Contractor is unsure whether the Injured Worker's claim has been accepted or whether it can provide Services in the circumstances, the Contractor shall contact a WorkSafeBC Officer for direction before providing Services.
- 17. The Contractor shall not provide the Services to an Injured Worker if:
 - (a) the Injured Worker does not have the ability to don, doff, wear and care for the orthosis or orthopaedic footwear (this does not apply to an Injured Worker who has someone to provide assistance to don, doff and care for the orthosis or orthopaedic footwear);
 - (b) the Injured Worker is non-cooperative, including but not limited to failure to adhere to the recommended treatment plan or failure attend scheduled appointments;
 - (c) the Injured Worker is unlikely to benefit from the Services due to barriers that are beyond the scope of the Agreement to resolve (such barriers may include but are not limited to extreme psychological distress, medication or substance abuse);
 - (d) the Injured Worker's participation in the Services will place staff or other clients at risk; and
 - (e) the Injured Worker's participation is medically contraindicated due to a medical condition (such conditions may include but are not limited to excessive swelling, open wounds or sores that can not be mitigated, circulation issues or cardiopulmonary insufficiencies) that would put the Injured Worker at undue risk of harm, even under regular medical supervision.
- 18. The Contractor is responsible for ensuring that the requirements of sections 14 to 17 of this Schedule A have been met before providing the Services. If Services are provided in circumstances other than those set out in sections 14 and 17, 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.

19. If the Contractor is approached by an Injured Worker who has not yet initiated a WorkSafeBC claim, the Contractor shall inform the Injured Worker that they must contact WorkSafeBC to initiate a claim. The Contractor shall not make specific comments about claim entitlement but may direct the Injured Worker to worksafebc.com for information, or provide a claim application form and/or the Teleclaim phone number to the Injured Worker.

INITIAL ASSESSMENT

20. The Contractor shall conduct an initial orthotic assessment of the Injured Worker, which must include the following:
 - (a) a subjective, objective and functional assessment of the Injured Worker's injury;
 - (b) recommendations for any Custom Orthosis, Customized OTS Orthosis, Custom Orthopaedic Footwear, or OTS Orthopaedic Footwear that may be required based on the Injured Worker's health, requirements, and the expected orthotic outcome;
 - (c) development of a treatment plan, including but not limited to design, manufacture, fabrication, integration and adjustment of the Custom Orthosis, Customized OTS Orthosis, Custom Orthopaedic Footwear, or OTS Orthopaedic Footwear, wearing schedule, Injured Worker education, and follow-up;
 - (d) collaborative discussions with the Injured Worker's Primary Care Practitioner and/or WorkSafeBC Officer when required regarding the treatment plan for the Injured Worker;
 - (e) advising the Injured Worker that the Contractor is required to discuss the Injured Worker's Initial Assessment with WorkSafeBC and that WorkSafeBC Officer approval may be required prior to Injured Worker's entitlement to Services under the Agreement; and
 - (f) if applicable, reasonable efforts to consult with the Injured Worker's Primary Care Practitioner to gather any pertinent information related to the Injured Worker's medication regimen, comorbidities, or other relevant medical history that may impact the treatment plan.

PRE-AUTHORIZATION FORM SUBMISSION

21. The Contractor will complete and submit a Pre-Authorization Form within five Business Days of the Initial Assessment if the Contractor determines that an Injured Worker requires new Custom Orthosis, Customized OTS Orthosis, Custom Orthopaedic Footwear, or OTS Orthopaedic Footwear in accordance with the requirements set out in the Reference Manual.
22. The Contractor shall include all relevant information regarding the Injured Worker and the assessment in the Pre-Authorization Form, including without limitation the following information:

- (a) details of the assessment;
 - (b) description of why the Services are being requested, including subjective and objective justification for repair, replacement, or change;
 - (c) special considerations, if any, regarding Injured Worker's health, age, or work requirements;
 - (d) a description and cost of the recommended Custom Orthosis, Customized OTS Orthosis, Custom Orthopaedic Footwear, or OTS Orthopaedic Footwear, manufacturer product codes and applicable Services; and
 - (e) the expected outcome for the Injured Worker.
23. The Contractor must receive approval from the WorkSafeBC Officer for the Services indicated in a Pre-Authorization Form prior to providing any Services other than the Assessment.
24. WorkSafeBC will notify the Contractor if the Pre-Authorization Form is approved or if any changes to the request are required. If WorkSafeBC notifies the Contractor that any changes to the request in the Pre-Authorization Form are required, the Contractor will re-submit the revised Pre-Authorization Form to WorkSafeBC for approval within five Business Days.
25. The Contractor shall contact the WorkSafeBC Officer for approval if:
- (a) the Contractor wishes to make any changes or has any further recommendations to the Services, orthosis or orthopaedic footwear for an Injured Worker during the course of the Contractor providing the Services; or
 - (b) there may be any impact to the outcome of the recommended Services, orthosis or orthopaedic footwear for the Injured Worker.

FABRICATION AND INTEGRATION SERVICES

26. Within 30 Business Days from the date the Contractor receives WorkSafeBC's approval of the Pre-Authorization Form, the Contractor shall:
- (a) for Custom Orthosis:
 - i. design, manufacture and fabricate the Custom Orthosis in accordance with the Pre-Authorization Form; and
 - ii. integrate the Custom Orthosis to the Injured Worker and make any necessary adjustments to ensure proper comfort and functionality; and
 - (b) for Customized OTS Orthosis:
 - i. modify and customize the OTS orthosis in accordance with the Pre-Authorization Form; and
 - ii. integrate the Customized OTS Orthosis to the Injured Worker and make any necessary adjustments to ensure proper comfort and functionality.

27. Within 60 Business Days from the date the Contractor receives WorkSafeBC's approval of the Pre-Authorization Form, the Contractor shall for Custom Orthopaedic Footwear:
 - (a) design, manufacture and fabricate the Custom Orthopaedic Footwear in accordance with the Pre-Authorization Form;
 - (b) ensure the Custom Orthopaedic Footwear meets the Injured Worker's needs and prescribed orthotic requirements, including integration of safety toes when necessary for use as work boots;
 - (c) take all reasonable steps to accommodate the Injured Worker's preferences; and
 - (d) fit the Custom Orthopaedic Footwear to the Injured Worker and make any necessary adjustments to ensure proper comfort and functionality;
28. The Contractor shall immediately notify WorkSafeBC if the Contractor foresees any delay in completing the Fabrication and Integration Services and WorkSafeBC may, in its sole discretion, extend the applicable time period sections 26 to 27 within which the Fabrication and Integration Services must be completed.

MAINTENANCE, REPAIR OR ADJUSTMENT SERVICES

29. If an Injured Worker requires maintenance, repair, adjustment or replacement of an existing Custom Orthosis, Customized OTS Orthosis, Custom Orthopaedic Footwear, or OTS Orthopaedic Footwear and/or Components that are not covered under a manufacturer's warranty or Contractor's Warranty, the Contractor shall first conduct an Assessment for Maintenance and Repair, which shall consist of a subjective, objective, and functional assessment of the Injured Worker and an assessment of the Injured Worker's current orthosis or orthopaedic footwear to determine which Maintenance, Repair or Adjustment Services may be required.
30. Notwithstanding any other provision in this Agreement, the Contractor may only perform Maintenance, Repair or Adjustment Services on an as-needed basis, where clinically indicated, and should be considered where:
 - (a) the repair or adjustment will extend the useful life of the orthosis or orthopaedic footwear;
 - (b) the orthosis or orthopaedic footwear is still under its expected lifetime; or
 - (c) the cost of the repair or adjustment of the orthosis or orthopaedic footwear is substantially less than the cost replacing such orthosis or orthopaedic footwear.

Any repairs, adjustments or replacements that do not meet the above-mentioned criteria are not within the scope of this Agreement. The maintenance, repair, adjustment or replacement of OTS Orthopaedic Supplies are not within the scope of this Agreement.
31. The Contractor must consider each orthosis or orthopaedic footwear for repair prior to replacement, and an orthosis or orthopaedic footwear may not be replaced without a demonstrated need for such replacement, including without limitation:
 - (a) deterioration of the orthosis or orthopaedic footwear which may jeopardize the Injured Worker's safety;

- (b) the orthosis or orthopaedic footwear is no longer able to meet the Injured Worker's orthotic needs;
 - (c) the orthosis or orthopaedic footwear cannot be cost-effectively repaired; or
 - (d) the Components have exceeded their end of service.
32. The Contractor agrees to notify WorkSafeBC if the Contractor knows, or reasonably suspects that an orthosis or orthopaedic footwear has been subject to abuse, accidental or intentional damage and in such cases, the Contractor will obtain prior approval from the WorkSafeBC Officer prior to providing any additional Services to the Injured Worker.

Approval and Notice Requirements for Maintenance, Repair or Adjustment Services:

33. The Contractor must obtain WorkSafeBC's approval by submitting a Pre-Authorization Form in accordance with sections 22 to 25 and provide a detailed reason for each request prior to performing any Maintenance, Repair or Adjustment Services outside of the warranty period under this Agreement. WorkSafeBC will consider each request for Maintenance, Repair or Adjustment Services on a case-by-case basis.
34. The Contractor shall ensure that the Practitioner completes the Maintenance, Repair or Adjustment Services within 30 Business Days from the date WorkSafeBC approves the Pre-Authorization Form.
35. The Contractor shall immediately notify WorkSafeBC if the Contractor foresees any delay in completing the Maintenance, Repair or Adjustment Services and WorkSafeBC may, in its sole discretion, extend the 30 Business Day period within which the Maintenance, Repair or Adjustment Services must be completed.
36. The Contractor acknowledges and agrees that the following repairs or adjustments to any orthosis and orthopaedic footwear may *not* be billed to WorkSafeBC pursuant to this Agreement:
- (a) orthosis and orthopaedic footwear that are under a manufacturer's warranty and still within the applicable warranty period;
 - (b) any repair, adjustment or replacement requested within 90 days of any other Services provided by the Contractor to the Injured Worker (including any Services related to the provision of a new orthosis or orthopaedic footwear, or any repairs to an existing orthosis or orthopaedic footwear that is not the result of a clear change in presentation or condition of the Injured Worker), unless the Contractor is able to provide reasonable justification to WorkSafeBC and obtain WorkSafeBC's prior consent, or unless the repair or adjustment is the result of a Practitioner's fitting and warrants further adjustment;
 - (c) the repair or adjustment would not make the orthosis or orthopaedic footwear meet the Injured Worker's functional requirements;
 - (d) unless the repair or adjustment is required as a result of an injury compensable by WorkSafeBC, where the orthosis or orthopaedic footwear was initially purchased by the Injured Worker using their private insurance or another insurer including but not limited to the Insurance Corporation of British Columbia, Veterans Affairs Canada, Health Canada's Non-Insured Health Benefits Program, any similar or equivalent program from another province or jurisdiction, or under an award of damages; or

- (e) the orthosis is not required or being utilized by the Injured Worker, unless it is required or being utilized as a Backup Orthosis.

EMERGENT BASIS SERVICES

- 37. The Contractor may provide Emergent Basis Services, which may be comprised of emergency Fabrication and Integration Services or Maintenance, Repair or Adjustment Services, without first submitting a Pre-Authorization Form and obtaining WorkSafeBC's prior approval, in the following circumstances:
 - (a) the provision of Emergent Basis Services is medically required due to significant risk of further injury to the Injured Worker or risk of a delayed recovery if the Emergent Basis Services are not provided immediately, and there is no Backup Orthosis available to the Injured Worker to use as an alternative; or
 - (b) the Emergent Basis Services will be more cost-effective for WorkSafeBC where the alternative is the Injured Worker: (i) requiring more costly care or medical treatment; (ii) risking further injury; or (iii) requiring further time off of work.
- 38. Where Emergent Basis Services are provided in accordance with section 37, the Contractor shall:
 - (a) provide only the minimum treatment or Services necessary in the circumstances; and
 - (b) obtain WorkSafeBC's authorization using the Pre-Authorization Form for all additional or future Services for the Injured Worker.
- 39. No later than one Business Day after the Emergent Basis Services are commenced, the Contractor shall: contact the WorkSafeBC Officer to (i) report the Emergent Basis Services that were performed, (ii) provide full details of the Emergent Basis Services in addition to any further information that is required by the WorkSafeBC Officer, and (iii) advise the WorkSafeBC Officer if the Contractor has commenced the Fabrication and Integration of the orthosis or orthopaedic footwear.
- 40. The Contractor must complete the Pre-Authorization Form in accordance with sections 22 to 25 and submit it to WorkSafeBC within five Business Days of the Contractor commencing the Emergent Basis Services. The Contractor must include details in the Pre-Authorization Form regarding the urgent circumstances in which the Emergent Basis Services were provided and how the criteria set out in section 37 was met.

WARRANTY CONDITIONS

- 41. The Contractor warrants to WorkSafeBC that, subject to normal wear and tear, abuse, accidental or intentional damage or alteration by an Injured Worker to the orthosis or orthopaedic footwear, or a change in the Injured Worker's medical condition or physical status, the orthosis, orthopaedic footwear and Components:
 - (a) are free from any and all defects in design, material and workmanship;
 - (b) comply with all quality, safety, effectiveness and other applicable specifications; and
 - (c) are suitable and fit for their intended purpose under this Agreement;for the lesser period of 90 days from the Date of Service or the duration of the manufacturer's warranty (the "**Contractor's Warranty**").

These warranties survive any delivery, inspection, acceptance or payment.

42. In the event of breach of any of the Contractor's Warranties, and notwithstanding any other right or remedy available to WorkSafeBC, the Contractor will repair or replace the affected orthosis or orthopaedic footwear within a reasonable amount of time after notice of the warranty breach. If the orthosis or orthopaedic footwear is repaired or replaced, the Contractor's Warranty will continue as to the repaired or replaced orthosis or orthopaedic footwear for a further 90 day warranty period commencing on the date of delivery of the repaired or replaced orthosis or orthopaedic footwear.
43. During the manufacturer's warranty period for an orthosis, orthopaedic footwear or Component, the Contractor agrees to provide WorkSafeBC any necessary components, parts or materials covered by such manufacturer's warranty free of charge, except:
 - (a) where WorkSafeBC has provided prior approval of a Pre-Authorization Form request;
 - (b) where the Contractor's Services are required as a result of a defect to or manufacturer's repair or service of an orthosis, orthopaedic footwear or Components, WorkSafeBC may agree to pay for the Practitioner's time spent removing and replacing the defective orthosis, orthopaedic footwear or Components;
 - (c) WorkSafeBC will reimburse the Contractor for shipping and handling charges, less any mark up or administrative charges, which are associated with the order or return of an orthosis, orthopaedic footwear or Components provided such shipping and handling charges are not covered under an applicable manufacturer's warranty.
44. Notwithstanding sections 41 to 42, where there is more than one failure of an orthosis or orthopaedic footwear due to the Contractor's fabrication of the orthosis or orthopaedic footwear, the Contractor shall repair or replace the failed orthosis or orthopaedic footwear, as applicable.
45. The Contractor must communicate any applicable warranty conditions and all oral and written instructions specified by the manufacturer and the Contractor to the Injured Worker with respect to the care and maintenance required for an orthosis or orthopaedic footwear, as applicable.
46. The Contractor agrees to maintain: (i) copies of work orders and cost estimates for services provided under a manufacturer's warranty, and (ii) records regarding the actual cost of a manufacturer's repair to an orthosis, orthopaedic footwear or Components, which shall each be made available to WorkSafeBC upon request.

SERVICE QUALITY AND PERFORMANCE STANDARDS

47. WorkSafeBC may administer an external quality control process, including reporting on the key performance indicators of individual providers in the Provider Network by adding performance standards in accordance with section 48 below.
48. WorkSafeBC shall have the right to add performance standards and applicable measurements for such performance standards at any point during the Term.

49. Where the Contractor does not meet the required performance standards under section 47, or any additional performance standards under section 48, 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.
50. The Contractor acknowledges and agrees that while WorkSafeBC may work with the Contractor to resolve any performance quality issues determined to exist under section 47 or 48, 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 49, WorkSafeBC shall be entitled to terminate this Agreement without notice under section 3.3 of the Agreement.

Sample Only

**SCHEDULE B
FEES**

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	July 1, 2024 to June 30, 2026
19216	<p>CUSTOM FOOT ORTHOSIS & PROCEDURE Includes assessment, shape capture, recommendations, fabrication, integration, outcome evaluation, maintenance, and repairs during the warranty period.</p>	<ul style="list-style-type: none"> • May be invoiced once form 83D20 is received and authorized by a WorkSafeBC Officer. • Specify if the procedure is unilateral or bilateral on form 83D20. • Fee includes the orthosis and all assessment, labour, clinical time, and communication with WorkSafeBC. • Services rendered by a Practitioner within the scope of practice as authorized in this Agreement. • Please identify any additional procedures, materials, or components on form 83D20. These may be invoiced on the same DOS as the Foot Orthosis Procedure using the same fee code: <ul style="list-style-type: none"> • Complex biomechanical needs • High risk/wound management 	As pre-authorized
1282304	<p>CUSTOMIZATION OF OTS FOOT ORTHOSIS Integration & modifications to OTS Foot Orthoses.</p>	<ul style="list-style-type: none"> • May be invoiced once form 83D20 is received and authorized by a WorkSafeBC Officer. • Specify if the procedure is unilateral or bilateral on form 83D20. • Fee includes modifications to OTS Orthosis and all assessment, labour, clinical time, and communication with WorkSafeBC. • Fee code does not include OTS Orthoses and is billable on the same DOS as 1100404 OTS Orthopaedic Supplies. • Services rendered by a Practitioner within the scope of practice as authorized in this Agreement. • Ensure labour is invoiced to the nearest ¼ hour (15 minute) unit. 	As pre-authorized
19215	<p>CUSTOM ANKLE/AFO & PROCEDURE Includes assessment, shape capture, recommendations, fabrication, integration, outcome evaluation, maintenance, and repairs during the warranty period.</p>	<ul style="list-style-type: none"> • May be invoiced once form 83D20 is received and authorized by a WorkSafeBC Officer. • Specify if the procedure is unilateral or bilateral on form 83D20. • Fee includes the orthosis and all assessment, labour, clinical time, and communication with WorkSafeBC. • Services rendered by a Practitioner within the scope of practice as authorized in this Agreement. 	As pre-authorized

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	July 1, 2024 to June 30, 2026
		<ul style="list-style-type: none"> • Please identify any additional procedures, materials, components and extended warranty on form 83D20. These may be invoiced on the same DOS as the AFO Procedure using the same fee code: <ul style="list-style-type: none"> • AFO Diagnostic Interface Procedure • Thermoplastic Articulation Procedure Ankle • Custom Thermoplastic Hybrid AFO (Metal Contour) • Custom Thermoplastic Nonarticulated Dynamic Reinforced AFO (ESR/Chevron) • PTB AFO Custom Nonarticulated • Crow Walker • AFO Customized OTS Carbon Fiber (Toe-off, Blue Rocker, Walk-on, SpryStep, etc.) • Carbon Fiber Definitive Lamination • Thermoplastic Articulation Procedure Ankle • PTB Procedure 	
1282305	<p>CUSTOMIZATION OF OTS ANKLE/ANKLE FOOT ORTHOSIS Integration & modifications to an OTS ankle orthosis or AFO, which may include heating, flaring, trimming, added padding, or straps.</p>	<ul style="list-style-type: none"> • May be invoiced once form 83D20 is received and authorized by a WorkSafeBC Officer. • Specify if the procedure is unilateral or bilateral on form 83D20. • Fee includes modifications to OTS Orthosis and all assessment, labour, clinical time, and communication with WorkSafeBC. • Fee code does <u>not</u> include OTS Orthoses and is billable on the same DOS as 1100404 OTS Orthopaedic Supplies. • Services rendered by a Practitioner within the scope of practice as authorized in this Agreement. • Ensure labour is invoiced to the nearest ¼ hour (15 minute) unit. 	As pre-authorized
1282306	<p>CUSTOM PARTIAL FOOT ORTHOSIS & PROCEDURE Includes assessment, shape capture, recommendations, fabrication, integration, outcome evaluation, maintenance, and repairs during the warranty period.</p>	<ul style="list-style-type: none"> • May be invoiced once form 83D20 is received and authorized by a WorkSafeBC Officer. • Specify if the procedure is unilateral or bilateral on form 83D20. • Fee includes the orthosis and all assessment, labour, clinical time, and communication with WorkSafeBC. • Services rendered by a Practitioner within the scope of practice as authorized in this Agreement. OPC scope of practice allows orthotists to provide partial foot treatments for trans-metatarsal and more distal 	As pre-authorized

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	July 1, 2024 to June 30, 2026
		<p>lower limb amputations including custom partial foot interface procedure with longitudinal arch and toe filler and custom closed-back slipper interface procedure with longitudinal arch and toe filler. Tarsometatarsal Disarticulation and Navicular/Cuboid Talus/Calcaneus Disarticulation are not permitted.</p> <ul style="list-style-type: none"> • Please identify any additional procedures, materials, or components on form 83D20. These may be invoiced on the same DOS as the Partial Foot Orthosis Procedure using the same fee code: <ul style="list-style-type: none"> • Custom AFO Interface • Carbon Fiber Footplate • Custom Silicone Inner Socket • Custom Silicone Style CFAB (includes diagnostic) 	
19214	<p>CUSTOM KNEE ORTHOSIS & PROCEDURE Includes assessment, shape capture, recommendations, fabrication, integration, outcome evaluation, maintenance, and repairs during the warranty period.</p>	<ul style="list-style-type: none"> • May be invoiced once form 83D20 is received and authorized by a WorkSafeBC Officer. • Services rendered by Practitioner within the scope of practice as authorized in this Agreement. • Flat fee includes the orthosis and all assessment, labour, clinical time, and communication with WorkSafeBC. • Specify if the procedure is unilateral or bilateral on form 83D20. • Please identify any additional procedures, materials, or components on form 83D20. These may be invoiced on the same DOS as the Knee Orthosis Procedure using the same fee code: <ul style="list-style-type: none"> • High Temperature or Laminate In-House • Custom Knee Orthosis Semi Rigid or Rigid • Carbon Fiber Definitive Lamination • Custom Thermoplastic Articulated Knee 	As pre-authorized
1282307	<p>CUSTOMIZATION OF OTS KNEE ORTHOSIS Integration & modifications to a rigid or semi-rigid OTS Knee Orthosis, which may include heating, flaring, trimming, added padding, or straps.</p>	<ul style="list-style-type: none"> • May be invoiced once form 83D20 is received and authorized by a WorkSafeBC Officer. • Specify if the procedure is unilateral or bilateral on form 83D20. • Fee includes modifications to OTS Orthosis and all assessment, labour, clinical time, and communication with WorkSafeBC. • Fee code does not include OTS Orthoses and is billable on the same DOS as 1100404 OTS Orthopaedic Supplies. • Services rendered by a Practitioner within scope of practice as outlined in this Agreement. 	As pre-authorized

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	July 1, 2024 to June 30, 2026
		<ul style="list-style-type: none"> • Ensure labour is invoiced to the nearest ¼ hour (15 minute) unit. 	
1282308	<p>CUSTOM KAFO & PROCEDURE Includes assessment, shape capture, recommendations, fabrication, integration, outcome evaluation, maintenance, and repairs during the warranty period.</p>	<ul style="list-style-type: none"> • May be invoiced once form 83D20 is received and authorized by a WorkSafeBC Officer. • Specify if the procedure is unilateral or bilateral on form 83D20. • Fee includes the orthosis and all assessment, labour, clinical time, and communication with WorkSafeBC. • Services rendered by Practitioner within the scope of practice as authorized in this Agreement. • Please identify any additional procedures, materials, or components and extended warranty on form 83D20. • These may be invoiced on the same DOS as the KAFO Procedure using the same fee code: <ul style="list-style-type: none"> • Custom Thermoplastic Solid Knee/Ankle KAFO • Custom Hybrid KAFO Metal Ankle Joint • Thermoplastic Articulation Procedure Ankle • Custom Thermoplastic Articulated Knee • PTB Procedure • Ischial Brim Procedure • Calf Lacer • Thigh Lacer Leather • Custom Thigh Lacer Leather Molded to Patient Model • Carbon Fiber Definitive Lamination 	As pre-authorized
19213	<p>CUSTOM HIP ORTHOSIS & PROCEDURE Includes assessment, shape capture, recommendations, fabrication, integration, outcome evaluation, maintenance, and repairs during the warranty period.</p> <p>Includes customization to an OTS hip orthosis.</p>	<ul style="list-style-type: none"> • May be invoiced once form 83D20 is received and authorized by a WorkSafeBC Officer. • Specify if the procedure is unilateral or bilateral on form 83D20. • Fee includes the orthosis and all assessment, labour, clinical time, and communication with WorkSafeBC. • Services rendered by Practitioner within scope of practice as outlined in this Agreement. 	As pre-authorized
19211	<p>CUSTOM SPINAL ORTHOSIS & PROCEDURE Includes assessment, shape capture, recommendations, fabrication, integration, outcome evaluation, maintenance, and repairs during the warranty period.</p>	<ul style="list-style-type: none"> • May be invoiced once form 83D20 is received and authorized by a WorkSafeBC Officer 	As pre-authorized

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	July 1, 2024 to June 30, 2026
	<p>Includes customization to an OTS spinal orthosis.</p>	<ul style="list-style-type: none"> • Fee includes the orthosis and all assessment, labour, clinical time, and communication with WorkSafeBC. • Services rendered by Practitioner within the scope of practice as authorized in this Agreement. • Procedures may include: <ul style="list-style-type: none"> • Cervical Orthosis Custom (CO) • Cervical Thoracic Custom Orthosis (CTO) • Cervical Thoracolumbosacral Orthosis (CTLSO) • Lumbar Sacral Orthosis (LSO) • Sacral Orthosis 	
<p>19212</p>	<p>CUSTOM UPPER EXTREMITY ORTHOSIS & PROCEDURE Includes assessment, shape capture, recommendations, fabrication, integration, outcome evaluation, maintenance, and repairs during the warranty period.</p> <p>Includes customization to an OTS Upper Extremity orthosis.</p>	<ul style="list-style-type: none"> • May be invoiced once form 83D20 is received and authorized by a WorkSafeBC Officer • Specify if the procedure is unilateral or bilateral on form 83D20. • Fee includes the orthosis and all assessment, labour, clinical time, and communication with WorkSafeBC. • Services rendered by Practitioner within the scope of practice as authorized in this Agreement. • Procedures may include: <ul style="list-style-type: none"> • Custom Wrist Hand Orthosis (WHO) • Custom Elbow Orthosis • Custom Thermoplastic High Temp WHO Procedure • Custom Thermoplastic Low Temp WHO Procedure • Custom Leather WHO Procedure • Custom high temp humeral fracture procedure • Please identify any additional procedures, materials, or components on form 83D20. These may be invoiced on the same DOS as the Custom Upper Extremity Procedure using the same fee code: <ul style="list-style-type: none"> • Wrist Articulation Procedure • Elbow Articulation Procedure 	<p>As pre-authorized</p>
<p>19217</p>	<p>CUSTOM ORTHOPAEDIC FOOTWEAR Custom Footwear is manufactured from a cast or digital scan. The footwear is created over a last specifically for an individual that cannot be accommodated by OTS footwear due to the severity of the foot condition.</p>	<ul style="list-style-type: none"> • May be invoiced once form 83D20 is received and authorized by a WorkSafeBC Officer. • Fee includes the custom footwear and all assessment, labour excluding modifications, clinical time, and communication with WorkSafeBC. • Services rendered by a Practitioner within the scope of practice as authorized in this Agreement. 	<p>As pre-authorized</p>

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	July 1, 2024 to June 30, 2026
1282309	<p>OTS ORTHOPAEDIC FOOTWEAR Orthopaedic Footwear is designed to accommodate, control, and support a deformity or structural abnormality of the foot. The footwear provides extra structure and support, extra depth, width and/or a greater size range than regular footwear. OTS footwear is used where the severity of the foot condition does not warrant custom made footwear.</p>	<ul style="list-style-type: none"> • May be invoiced once form 83D20 is received and authorized by a WorkSafeBC Officer. • Fee includes the OTS footwear and all assessment, clinical time, and communication with WorkSafeBC. • Services rendered by a Practitioner within the scope of practice as authorized in this Agreement. 	As pre-authorized
1282310	<p>FOOTWEAR MODIFICATIONS</p> <ul style="list-style-type: none"> • External Shoe Raise up to 12mm • External Shoe Raise up to 25mm • External Shoe Raise after 25mm in multiples of 10mm • External Shoe Buttress • External Rocker Sole • External Metatarsal Bar 	<ul style="list-style-type: none"> • May be invoiced once form 83D20 is received and authorized by a WorkSafeBC Officer. • Specify if the modifications are unilateral or bilateral on form 83D20. • Fee includes footwear modifications and all assessment, labour, clinical time, and communication with WorkSafeBC. • Services rendered by a Practitioner within the scope of practice as authorized in this Agreement. 	As pre-authorized
19218	<p>LABOUR FOR REPAIRS For repairs to Custom Orthoses and Custom Orthopaedic Footwear outside of the warranty period.</p>	<ul style="list-style-type: none"> • May be invoiced once form 83D20 is received and authorized by a WorkSafeBC Officer. • Not billable on same DOS as a custom orthosis procedure, custom footwear, or within the warranty period. • Ensure labour is invoiced to the nearest ¼ hour (15 minute) unit. • Exceptions for labour outside of the warranty period must be reviewed and approved by Health Care Programs. 	As pre-authorized
1282311	<p>MISCELLANEOUS SERVICES Includes 3rd party repairs and other pre-authorized expenses related to orthotic services.</p>	<ul style="list-style-type: none"> • May be invoiced once form 83D20 is received and authorized by a WorkSafeBC Officer. 	As pre-authorized
19209	<p>SHIPPING For shipping costs that are not covered under the manufacturer's warranty.</p>	<ul style="list-style-type: none"> • May be invoiced once form 83D20 is received and authorized by a WorkSafeBC Officer. 	As pre-authorized
1100404	<p>OTS ORTHOPAEDIC SUPPLIES</p>	<ul style="list-style-type: none"> • May be invoiced once form 83D20 is received and authorized by a WorkSafeBC Officer. • Please note OTS Orthopaedic Supplies do not require an orthotic services contract to provide. • Custom Orthoses and modifications to Customized OTS Orthopaedic Supplies are not eligible to be invoiced under this fee code. 	As pre-authorized

ADDITIONAL TERMS AND CONDITIONS

1. Contractor shall ensure the Practitioner's recommendation of Services are based on the Injured Worker's functional or orthotic needs, are reasonably necessary and related to the compensable condition.
2. Contractor must ensure all Services are rendered by a Practitioner within the authorized scope of practice in this Agreement.
3. Contractor acknowledges and agrees the fees for Services submitted for pre-authorization must be reasonable and necessary. The Contractor shall recommend the least costly, equally effective options to address the relevant issue. WorkSafeBC reserves the right to review fees submitted for Services and take appropriate follow-up measures if costs are determined by WorkSafeBC to exceed prevailing market rates.

Sample Only

SCHEDULE C

APPROVED FACILITIES

1. The Contractor is authorized to provide the Services from the following facility(ies):

Facility	Payee #

2. The Contractor shall ensure that the Facility(ies) meet the following standards at all times:

- (a) unless otherwise agreed to in writing by WorkSafeBC, the Facility(ies) shall maintain regular business hours and provide adequate clinic access for Injured Workers throughout the week, which includes without limitation the following:
 - ii. ensuring at least one Practitioner is available at the Facility(ies) to provide Services a minimum of three Business Days per week during standard business hours.
- (b) availability of an appropriate assessment and treatment area free of any safety hazards for the performance of Services;
- (c) access to a minimum of one wheelchair accessible washroom; and
- (d) is a safe environment, with routine and prompt maintenance of the Facility and any equipment used in the performance of the Services.

3. The Contractor shall ensure that each Facility is equipped with parallel bars and/or a walker.

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);
 - (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, that is collected in the performance of the Services or disclosed by WorkSafeBC to the Contractor;
 - (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 or (604) 279-8171.

Accuracy of Personal Information

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

Protection of Personal Information

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

WorkSafeBC Rights

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

Data Residency

- 15. Unless the Agreement specifically provides otherwise, the Contractor must not store, access or disclose Personal Information outside Canada. This includes ensuring that

email servers, data storage servers, back-up servers and disaster recovery servers are located within Canada.

Access to, use and disclosure of Personal Information

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

Disposition of Personal Information

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

Compliance and Notification Obligations

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

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