

THIS PHYSIOTHERAPY SERVICES AGREEMENT ("**Agreement**") is made effective as of the 1st day of June, 2023 (the "**Effective Date**"):

BETWEEN:

[**CONTRACTOR NAME**]
[**CONTRACTOR ADDRESS**]
[Contractor Address]

("Contractor")

AND:

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

("WorkSafeBC")

WHEREAS:

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

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

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 to the Agreement or its schedules or the Reference Manual made in accordance with the terms of this Agreement;
 - (b) "**Board Officer**" means a WorkSafeBC Case Manager, Adjudicator, Medical Advisor, Recovery and Return to Work Specialist, Return to Work Specialist Nurse, Vocational Rehabilitation Consultant or other as designated by WorkSafeBC;
 - (c) "**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;
 - (d) "**CPTBC**" means the College of Physical Therapists of British Columbia;

- (e) **"Document Uploader"** means WorkSafeBC's web-based secure portal that allows the Contractor to electronically submit documents to WorkSafeBC;
- (f) **"DOS"** means date of service, with service meaning Injured Worker visit or report date, unless otherwise specified in this Agreement;
- (g) **"Facility(ies)"** means a facility(ies) where the Services are to be performed;
- (h) **"Injured Worker"** means a person who is entitled to compensation under the WCA and who receives Services under this Agreement and for the purpose of Schedule A sections 15 and 17 and Schedule B sections 1 and 2, includes a person who has not yet applied for compensation under the WCA or with respect to whom there has not been an entitlement decision;
- (i) **"My Provider Services"** means WorkSafeBC's web-based secure portal that allows the Contractor to electronically submit invoices to WorkSafeBC;
- (j) **"Personnel"** includes the Contractor's directors, officers, employees, and permitted subcontractors;
- (k) **"Physical Therapist"** or **"PT"** means an individual who is a registrant in good standing with the CPTBC;
- (l) **"Physical Therapist Support Worker"** or **"PTSW"** means an individual as defined by the CPTBC;
- (m) **"Program Manager"** means the WorkSafeBC Health Care Programs Program Manager responsible for managing the Physiotherapy Services program at WorkSafeBC;
- (n) **"Provider Network"** means the network of physiotherapy service providers who have entered into Physiotherapy Services agreements with WorkSafeBC;
- (o) **"Reference Manual"** means the Physiotherapy Services Reference Manual developed by WorkSafeBC which identifies the standard protocols and procedures for the delivery of Physiotherapy Services as the same may be amended by WorkSafeBC from time to time as set out in this Agreement;
- (p) **"RTW"** means return to work;
- (q) **"Services"** means the services as described in Schedule A to this Agreement; and
- (r) **"WCA"** means the *Workers Compensation Act*.

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.

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 Board 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 5.1 to 5.3 of this Agreement. The Facility(ies) must at all times comply with the requirements set out in Schedule C.
- 2.4 Physical Therapist Availability: The Contractor must ensure that one or more Physical Therapists are available to provide Services, with minimum availability as set out in Schedule A.
- 2.5 Contractor Personnel: The Contractor shall, at its own expense, ensure that Personnel performing the Services have all required professional qualifications and licensing and are properly instructed and trained prior to commencing performance of the Services. The Contractor shall:
- (a) ensure that all Services set out in Schedule A are performed by Physical Therapists who meet all requirements set out in this Agreement, unless otherwise expressly permitted in Schedule A;
 - (b) notify WorkSafeBC immediately in writing of any change in the registration status of any Physical Therapist Personnel with the appropriate professional association or college or of any complaint that results in disciplinary hearing or disciplinary action with respect to a Physical Therapist;
 - (c) ensure at all times throughout the Term that Personnel other than subcontractors who may have access to children or vulnerable adults within the meaning of the *Criminal Records Review Act* RSBC 1996 c. 86 ("**CRRA**"), whether Injured Workers or members of Injured Worker families, either has received a clear criminal record check completed by the Criminal Records Review Program within the last five years or is a "registered member" of a "governing body" as those terms are defined in the CRRA and is in compliance with all CRRA requirements for registered members;
 - (d) ensure at all times throughout the Term that all subcontractor Personnel undergo a criminal record check conducted by RCMP or a municipal police department or is a "registered member" of a "governing body" as those terms are defined in the CRRA and is in compliance with all CRRA requirements for registered members, and to not permit any subcontractor Personnel to perform any Services if the subcontractor Personnel criminal record includes any of the offences set out in the CRRA; and
 - (e) remove from the performance of the Services any Personnel, including subcontractor Personnel, who refuse to undergo the applicable criminal record check or is charged with or convicted of any of the offences set out in the CRRA at any time during the Term of this Agreement; replace such Personnel with Personnel qualified under this section; and immediately notify WorkSafeBC of any such removal and replacement.

- 2.6 Subcontracting: Where the Contractor subcontracts a portion of the Services to a Physical Therapist, the Contractor remains liable for the performance of all Services, including the Services performed by subcontractors and for each subcontractor's compliance with this Agreement. Without limiting the foregoing, the Contractor shall:
- (a) ensure all subcontractors must meet the requirements set out in section 2.5 and section 9.1; and
 - (b) enter into written agreements with subcontractors which incorporate all terms and conditions of this Agreement applicable to Personnel.
- WorkSafeBC reserves the right to review the qualifications of Physical Therapist subcontractors at any time, and from time to time, during the Term.
- 2.7 Prohibited Activities: The Contractor and its Personnel 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.
- 2.8 Incident Reporting: The Contractor shall report, verbally and in writing using Incident Report Form 83M380, to the Board 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 the Board Officer and Program Manager within one Business Day.
- 2.9 Technology Requirements: The Contractor must possess and maintain throughout the Term the computer technology and electronic devices sufficient to deliver the Services, and to submit invoices, reports and other information to WorkSafeBC. The Contractor's computer technology and electronic devices, which includes 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.
- 2.10 Data Submission: The Contractor shall comply with WorkSafeBC requirements for submission of data, including but not limited to 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 written notice to the Contractor, and the Contractor will comply with any change.

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

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

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

TERM, RENEWAL AND TERMINATION/SUSPENSION

- 3.1 **Term:** The term of this Agreement shall commence on **June 1, 2023** and will terminate on **May 31, 2025** (the "**Term**"), unless otherwise earlier terminated or unless renewed in accordance with section 3.2.
- 3.2 **Renewal:** WorkSafeBC shall have the right to renew this Agreement on the same terms and conditions as contained in this Agreement (with the exception of the fees set out in Schedule B, which shall be provided by WorkSafeBC to the Contractor in the written notice of its intention to renew this Agreement) for **one** further successive two-year terms 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 physiotherapy services for the period following May 31, 2025, or if renewed, 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 physiotherapy services or WorkSafeBC exercises a right of termination under the Agreement, which rights, for greater clarity, shall remain in full force and effect.
- 3.3 **Termination for Breach:** WorkSafeBC may terminate this Agreement in whole or in part immediately upon written notice to the Contractor if the Contractor:
- (a) fails to deliver the Services in accordance with the terms of this Agreement to the satisfaction of WorkSafeBC which failure is not cured by the Contractor at its own expense to WorkSafeBC's satisfaction within five days from receipt of notice from WorkSafeBC or such other greater period of time stipulated by WorkSafeBC;
 - (b) fails to ensure that the Services are provided by the appropriate qualified and/or certified Personnel as required by this Agreement or fails to have adequate qualified and/or certified Personnel to perform the Services, including a failure as a result of a change in the registration status of any Personnel with their professional association or college, or any complaint that results in a disciplinary hearing or disciplinary action with respect to any Personnel with their professional association or college;
 - (c) breaches any of its obligations under this Agreement with respect to privacy, confidentiality, criminal record checks, conflicts of interest, notification with respect to a proposed change to the legal ownership, Facility location, its obligations under section 2.11, 4.12 to 4.14 or with respect to its occupational health and safety obligations under section 9.1(e);

- (d) submits misleading information to WorkSafeBC, including but not limited to invoices that have material inaccuracies, include Services not performed or inaccuracies in Physical Therapist qualifications;
- (e) fails to rectify defaults where notice has been provided under this Agreement within the time set out in the notice;
- (f) has made a representation or warranty in this Agreement or the Contractor's 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 at any time as it determines in its sole discretion and for any reason by providing 30 days' written notice to the Contractor. The Contractor may terminate this Agreement at any time as it determines in its sole discretion and for any reason by providing 30 days' written notice to WorkSafeBC. In the event that notice is provided under this section, the Contractor will provide reasonable assistance to WorkSafeBC to transition all Injured Workers whose treatment cannot be completed prior to the effective date of the termination to other service providers.

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 the Contractor's right to provide Services under this Agreement 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 under this Agreement, until such time as the breach, the compliance issue or performance issue is resolved to WorkSafeBC's satisfaction.
- 3.7 Rights Cumulative: The rights of termination under sections 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.

PAYMENT AND INVOICING

- 4.1 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.
- 4.2 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 Board 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.
- 4.3 Interest: WorkSafeBC shall not be liable to pay any interest with respect to an invoice or an amount due under this Agreement.
- 4.4 Invoices: The Contractor shall submit invoices to WorkSafeBC within 90 days of the DOS for each related fee code included in an invoice for an Injured Worker that comply with the following:
- (a) the Services must be invoiced separately for each Injured Worker and all invoices must include Services provided to one Injured Worker only;
 - (b) all Services included in an invoice must have been performed prior to the invoice date, and the invoice must not include billing for future Services;
 - (c) the Services must be invoiced using the appropriate fees codes as set out in Schedule B;
 - (d) Services requiring approval from WorkSafeBC must not be invoiced unless that approval has been received as required under this Agreement;
 - (e) the MSP payee number in Schedule C or where directed by WorkSafeBC, the payee number assigned to the Contractor by WorkSafeBC, must be referenced on all invoices;
 - (f) where applicable, PST and GST 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.

- 4.5 Exception: Despite section 4.4, where an invoice is being submitted as a result of a reimbursement under Schedule B section 2 of fees paid by the Injured Worker and/or the Injured Worker's third party insurance provider, as applicable, for an accepted claim prior to the claim being accepted, the Contractor must submit the invoice within 90 days of the Injured Worker's Initial Visit as defined in Schedule A, unless otherwise approved by WorkSafeBC.
- 4.6 Invoice Submission: Invoices must be submitted to WorkSafeBC electronically either: (a) via the Medical Services Plan (MSP) Teleplan system (at no cost to WorkSafeBC), or: (b) via My Provider Services in accordance with sections 4.12 - 4.14 below. Unless otherwise directed by WorkSafeBC, the Contractor must not submit invoices by any other method. In the event that the Contractor wishes to change an invoice after submission, the Contractor must not resubmit the invoice, but must contact Payment Services for instructions.
- 4.7 Invoice Rejection: WorkSafeBC may reject an invoice that does not comply with section 4.4, 4.5 or 4.6, or otherwise contains errors, and is under no obligation to pay an invoice until it has received an invoice that is in compliance with this Agreement and free from errors.
- 4.8 Time to Resolve: The Contractor must rectify the invoice rejected under section 4.7 within:
 - (a) 180 days from the DOS for the specific fee code item related to the rejection or error or the last DOS if the rejection or error is not related to a specific fee code item or to more than one fee code item; or
 - (b) 90 days from the date of the initial rejection of the invoice, if this date is later than the date in 4.8(a).

The Contractor must contact Payment Services for instructions to re-submit 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.

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

- 4.10 Invoicing Procedures: WorkSafeBC may change the invoicing requirements set out in sections 4.1 to 4.8 at any time during the Term upon providing 60 days' written notice to the Contractor.
- 4.11 Set-off: If WorkSafeBC becomes obligated or liable to pay any money to the Contractor under this Agreement or otherwise, that sum, at the election of WorkSafeBC and without limiting or waiving any right or remedy against the Contractor, may be set-off against and applied to any amounts that are due and owing by the Contractor to WorkSafeBC pursuant to the WCA or any amount by which the Contractor has been overpaid under this Agreement until those amounts have been completely set-off.
- 4.12 My Provider Services Use: The Contractor may use My Provider Services for the purposes of submitting invoices under this Agreement and for any other purposes as may be directed by WorkSafeBC from time to time.
- 4.13 My Provider Services Access: The Contractor will take all steps necessary to obtain access to the My Provider Services for itself and for the Personnel who are required to access My Provider Services for the purposes set out under section 4.12 upon execution of this Agreement.
- 4.14 My Provider Services Security: The Contractor is responsible for ensuring that access to and use of My Provider Services is strictly limited to only those Personnel who require access for the performance of Services under this Agreement, and will take all necessary steps to manage My Provider Services access and security, including without limitation doing the following:
- (a) appointing one or more designated Personnel, as required, to manage its access and security of My Provider Services;
 - (b) regularly reviewing and updating the Personnel that have been granted access to My Provider Services, as required; and
 - (c) immediately cancelling access to My Provider Services of any Personnel that are no longer employed with the Contractor or that, for any reason, no longer require access to My Provider Services in the course of their employment with the Contractor.

CHANGE OF OWNERSHIP, FACILITY LOCATION

- 5.1 Written Notice: If there is a proposed change to the legal ownership of the Contractor or any change to the Facility location, from that set out in Schedule C, the Contractor shall provide at least 60 days' written notice to WorkSafeBC and request for approval of any proposed changes to the WorkSafeBC Senior Manager Procurement Services. WorkSafeBC shall treat this information as confidential until WorkSafeBC is advised the information is public.
- 5.2 Qualification Requirements: In the event of a proposed change as described in section 5.1, WorkSafeBC reserves the right in its sole discretion to require the Contractor and/or prospective new owner to qualify or requalify as a Physiotherapy Services provider. The Contractor and/or the prospective new owner must provide such information as required by WorkSafeBC for the purpose of its qualification or requalification process. The Contractor acknowledges and agrees that submission of the required information will not result in automatic approval of any change.

WorkSafeBC reserves the right in its sole discretion to decline to approve any proposed change as described in section 5.1.

- 5.3 **Approval:** WorkSafeBC shall advise the Contractor as soon as 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.

AUDIT, INSPECTION AND PERFORMANCE STANDARDS

- 6.1 **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.
- 6.2 **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 6.1(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.
- 6.3 **Credential Review:** At any time during the Term and from time to time, WorkSafeBC may undertake reviews to confirm the professional credentials of the Contractor and its Personnel and compliance with the criminal record check requirements in section 2.5. The Contractor shall provide all documentation requested by WorkSafeBC.
- 6.4 **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.

Where there is a significant issue or concern with respect to Injured Worker safety or the quality of Services being provided by the Contractor that comes to WorkSafeBC's attention, the Contractor will provide WorkSafeBC with access to the Contractor's Facility(ies), so that WorkSafeBC can confirm whether there are risks to Injured Worker safety or any quality issues. Where there is an immediate risk to Injured

Worker safety, WorkSafeBC may access the Contractor's Facility(ies) without prior notice.

- 6.5 **Remedies:** In addition to WorkSafeBC's rights of termination under sections 3.3 and 3.4 and rights of suspension under section 3.6 for any non-compliance with this Agreement with respect to service quality, WorkSafeBC 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 4.11; and/or
 - (b) to require the Contractor to take steps to rectify the service quality issue to WorkSafeBC's satisfaction within the time specified by WorkSafeBC.

INTELLECTUAL PROPERTY

- 7.1 **Work Product:** For the purposes of this Agreement, "Work Product" is defined as 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 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.
- 7.2 **Reports and Forms:** WorkSafeBC owns all right, title and interest in the reports and forms used in the performance of the Services under this Agreement 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.
- 7.3 **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.

ACCESS TO INFORMATION, PRIVACY AND CONFIDENTIALITY

- 8.1 **Application:** The Contractor acknowledges that the *Freedom of Information and Protection of Privacy Act* ("**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.
- 8.2 **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 shall:

- (a) where it is collecting personal information on behalf of WorkSafeBC, advise the individual from whom it collects personal information the purpose for collecting it, the legal authority for collecting it and contact information of the FIPP Designate as set out in Schedule D who can answer the individual's questions about the collection;
- (b) ensure that all email communications that contain an Injured Worker's name, claim information or other personal information is encrypted;
- (c) ensure that no Injured Worker personal information, other than personal information required for payment, is stored, accessed, used or disclosed outside of Canada, including ensuring that email servers and data storage servers, including back-up and disaster recovery servers, are located within Canada;
- (d) provide regular training, and not less than once annually, for Personnel on proper handling of personal information under FIPPA and compliance with this Agreement that at a minimum includes all information and requirements in Schedule D;
- (e) ensure all physical files containing personal information are secured with physical safeguards (such as locked cabinets) 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;
- (f) ensure all computers and other electronic devices used to access personal information are password-protected for specific users with the appropriate level of security, and that access to single files with personal information is available only to Personnel with a need to access the personal information, and ensure that computers and other electronic devices are adequately protected from hacking and viruses;
- (g) have policies and an operational privacy plan that addresses the collection, accuracy, correction, protection, storage, retention, disclosure, security and disposal of personal information, including a privacy breach protocol;
- (h) immediately notify WorkSafeBC FIPP Department at 604-279-8171 or fipp@worksafebc.com in the event of any breach of its privacy obligations, providing detailed information of the circumstances, the names and claim numbers of the individuals whose personal information has been compromised, and the date of the incident; and
- (i) unless requested by WorkSafeBC to return personal information collected on its behalf, securely destroy personal information when no longer required to be retained as set out in this Agreement or as set out in the professional standards of any regulatory body having jurisdiction over the Contractor or any of its Personnel, whichever period is longer.

8.3 **Definition:** "Confidential Information" means all information and data, whether oral, written, graphic, machine readable or any tangible form whatsoever, relating to Injured Workers, claims, the business, commercial strategies, pricing, personnel, products, or services of WorkSafeBC, and any other information that is marked "confidential", or that by its nature is confidential or proprietary. Confidential Information does not include any information that the Contractor proves: (a) was lawfully in the Contractor's possession before receiving it from WorkSafeBC; (b) is provided in good faith to the Contractor by a third party without breaching any

obligations; (c) is or becomes generally available to, or accessible by, the public through no fault of the Contractor or no wrongful act of a third party; or (d) was or is independently developed by the Contractor without reference to the WorkSafeBC's Confidential Information.

- 8.4 **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. Without in any way limiting the generality of the foregoing, sections 9, 14, 16 and 23 of Schedule D apply to Confidential Information in addition to applying to personal information.
- 8.5 **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 but not limited to, 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 subsection (c). The Contractor agrees to immediately notify WorkSafeBC both verbally and in writing in the event of any unauthorized access to or disclosure of Confidential Information or if the Contractor receives a legal order, warrant or demand for disclosure that includes WorkSafeBC Confidential Information in its scope.
- 8.6 **Disposition:** Subject to the provisions of section 8.2(i) with respect to personal information, 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.
- 8.7 **Section 235:** Nothing in this Agreement relieves the Contractor and its Personnel of any obligations they may have under section 235 of the WCA.
- 8.8 **Remedies:** In the event that the Contractor violates any provision of sections 8.2 to 8.7 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.

CONTRACTOR RESPONSIBILITIES

- 9.1 **General Responsibilities:** The Contractor shall:
- (a) at the Contractor's own expense, comply with all applicable laws, codes, by-laws, and regulations in force in British Columbia, applicable professional standards and industry codes and all applicable published WorkSafeBC policies in effect during the Term, and obtain all necessary licenses, permits, approvals and permissions to perform the Services;
 - (b) immediately disclose to WorkSafeBC if it is or at any time becomes a non-resident of Canada for the purpose of the *Income Tax Act*;
 - (c) ensure its Personnel when delivering Services at a WorkSafeBC location and with respect to the Services performed under this Agreement, comply with WorkSafeBC internal policies with respect to the conduct of WorkSafeBC business and workplace practices that are provided to the Contractor either before or during the Term, including but not limited to 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 Board 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 but not limited to 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.
- 9.2 No Advertising or Promotion: Except as set out in section 9.3, 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 purpose whatsoever, including related to advertising, promotion, publications or mailing lists, whether verbally or in written form, except where WorkSafeBC's Procurement Services Department provides the Contractor prior written approval and then only in strict compliance with that approval. If WorkSafeBC, in its sole discretion, determines that there is any use in non-compliance with this section, WorkSafeBC may, as it determines in its sole discretion, direct the Contractor to cease the non-compliance or may terminate this Agreement immediately under section 3.3 or both.
- 9.3 Permitted Statement: During the Term of the Agreement, unless otherwise notified by WorkSafeBC in writing, the Contractor may use the statement "Part of the WorkSafeBC Provider Network" in its advertising, provided that the statement is not the purpose or focus of the advertising and is in a smaller font than the Contractor name.

- 9.4 Independent Contractor: The Contractor is an independent contractor and not an employee, agent or partner of WorkSafeBC. The Contractor 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.
- 9.5 No Control: WorkSafeBC may, from time to time, give such instructions as it considers necessary to the Contractor in connection with the provision of the Services. The Contractor 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.

INSURANCE AND INDEMNITY

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

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

GENERAL

- 11.1 **Entire Agreement:** This Agreement, its schedules and the Reference Manual constitutes the entire agreement between the parties regarding the Services and supersedes all proposals or prior understandings, communications, representations and agreements, whether oral or written. No modification of this Agreement 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.
- 11.2 **Assignment:** The Contractor will not directly or indirectly assign any obligations under this Agreement without the prior written consent of WorkSafeBC's Senior Manager, 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 5.1 - 5.3, the Contractor must immediately advise WorkSafeBC if the Contractor comes under the direct or indirect control of any person or entity that does not control it as at the Effective Date. This Agreement will be binding on the parties, their successors and permitted assigns.
- 11.3 **Law:** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, and each of the parties by their execution of this Agreement irrevocably attorns to the exclusive jurisdiction of the courts of British Columbia in regard to any and all disputes arising out of or in connection with this Agreement.
- 11.4 **Notice:** Any notice required to be given under this Agreement 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:

Name

Address

Address

Attention:

Email address:

To WorkSafeBC:

Workers' Compensation Board

6951 Westminster Highway

Richmond, BC V7C 1C6

Attention: Senior Manager,
Procurement Services

Email address:

procurement@worksafebc.com

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

- 11.5 Dispute Resolution: In the event of a dispute between the parties with respect to this Agreement other than Excluded Disputes as defined below, the parties agree that the following dispute resolution process 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) 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; and
 - (e) "Excluded Disputes" are disputes that related to alleged breaches of sections 3.3, 3.4, 3.5, 3.6, or 8.1-8.7.
- 11.6 Waiver and Severability: WorkSafeBC's failure to enforce a provision is not a waiver of that provision nor does it affect WorkSafeBC's right to enforce the provision or to consider the non-compliance as a breach. WorkSafeBC's waiver must be express and in writing before it is effective. In the event that a provision is deemed invalid or unenforceable, that provision shall be severed from the Agreement and the remainder of the Agreement shall have force and effect.
- 11.7 Survival: In addition to any other provision expressly stated to survive the termination or expiration of this Agreement or which would survive by implication, sections 2.7, 3.5, 4.1, 4.3, 4.8, 4.9, 4.11, 6.1, 6.2, 7.1, 7.3, 8.1, 8.7, 9.2, 10.1, and Schedule D survive the termination or expiration of this Agreement.
- 11.8 Force Majeure: Neither party will be liable to the other party nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement where such failure or delay extends beyond 30 days and is as a result of or caused by a "Force Majeure Event". A Force Majeure Event is any cause beyond a party's reasonable control, whether or not foreseeable, including but not limited to fires, explosions, earthquakes, floods, pandemic or local epidemic, strikes, work stoppages or slowdowns or other industrial disputes or disturbances, riots, invasion, war or civil disturbances, acts of military authorities, orders or acts of government or a regulatory body whether federal, provincial or local, inability to obtain any license or consent necessary for use of any telecommunications facilities, or delays caused by carriers or material shortages where no other carrier or material provider is reasonably available. A party must promptly provide written notice to the other party if the party anticipates any failure or delay in fulfilling or performing any term of this Agreement as a result of a Force Majeure Event, and in that written notice, identify the anticipated or actual Force Majeure Event and the period of time the party expects the Force Majeure Event to continue. The party must provide the other party with updates to the information in the written notice as new information

becomes available. During a Force Majeure Event, the impacted party must use reasonable efforts to limit the effects of the Force Majeure Event and to resume the performance of the party's obligations under this Agreement as soon as reasonably practicable. Nothing in this paragraph prejudices or limits any termination or suspension right of a party under this Agreement.

- 11.9 Independent Legal Advice: The Contractor acknowledges that it has read and understands this Agreement, that it has had the opportunity to obtain independent legal advice on this Agreement, and that it is entering into this Agreement with full knowledge of the contents hereof, of its own free will and with full capacity and authority to do so.
- 11.10 Counterparts: This Agreement may be entered into by each party signing a separate copy of this Agreement (including a faxed or an electronic PDF copy), each of which 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.

SCHEDULE A SERVICES

GENERAL SERVICE STANDARDS

1. In this Schedule A and in Schedule B, the following terms have the following meanings:
 - (a) **"Discharge Report"** means the Physiotherapy Discharge/Interrupt Report (Form 83D222), in which the Contractor must check the box next to "Discharge Report", and which is further described in section 52;
 - (b) **"Extension"** has the meaning ascribed to it in section 19(c);
 - (c) **"Extension Request Report"** means Form 83D219, and is a report submitted to: (i) support the Contractor proceeding with an Extension in accordance with section 34; or (iii) request approval for additional Hydrotherapy visits in accordance with section 43(b)i.B;
 - (d) **"Hydrotherapy"** means a pool therapy program specifically designed to improve neuromuscular skeletal function;
 - (e) **"Initial Visit"** means the day of the first visit by an Injured Worker to the Contractor's Facility for Services, which day is counted as day zero. For greater certainty, the first day of visit post claims-related surgery will be an Initial Visit for a new Physiotherapy Treatment Period even where the surgery takes place during previously commenced Physiotherapy Treatment Services;
 - (f) **"Interrupt Report"** means the Physiotherapy Discharge/Interrupt Report (Form 83D222), in which the Contractor must check the box next to "Interrupt Report", which may be submitted for the purposes of section 48 (to stop treatment for claim-related surgery) or section 49 (to notify of a program interruption);
 - (g) **"Physiotherapy Treatment Services"** has the meaning ascribed to it in section 19;
 - (h) **"Physiotherapy Initial Assessment"** has the meaning ascribed to it in section 19(a)(i);
 - (i) **"Physiotherapy Treatment Initial Report"** means the Physiotherapy Treatment/Post-Surgical Initial Report (Form 83D555), in which the Contractor must check the box next to "Physiotherapy Treatment Initial Report", and which is further described in section 22;
 - (j) **"Physiotherapy Treatment Period"** has the meaning ascribed to it in section 19(b);
 - (k) **"Post-Surgical Initial Report"** means the Physiotherapy Treatment/Post-Surgical Initial Report (Form 83D555), in which the Contractor must check the box next to "Post-Surgical Initial Report", and which is further described in section 28; and
 - (l) **"Post-Surgical Physiotherapy Initial Assessment"** has the meaning ascribed to it in section 19(a)(ii);
 - (m) **"Requested Report"** means an ad hoc report (a) requested by WorkSafeBC that provides objective clinical findings and return to work barriers and/or additional information as requested by WorkSafeBC; or (b) may be submitted by the Contractor to WorkSafeBC to request approval for additional Hydrotherapy visits in accordance with section 43(b)ii.

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. The Contractor acknowledges and agrees that the official and binding version of the Reference Manual is the version posted by WorkSafeBC on worksafebc.com.
4. The Contractor shall ensure that physiotherapy Services:
 - (a) are clinically appropriate;
 - (b) are related to the compensable injury;
 - (c) are directed towards improving the physical and functional levels of Injured Workers in order to assist Injured Workers in meeting their critical job demands and returning them to their pre-injury work in a safe, durable and timely manner; and
 - (d) are focused on RTW, through the incorporation of active and functional exercises, unless medically and/or physically contraindicated, including educating Injured Workers and others involved in the Injured Worker's care on the importance of early and safe RTW.
5. 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 shall provide a Requested Report at any time on request by WorkSafeBC. The Contractor must ensure that all reports are completed using the appropriate WorkSafeBC form and comply with the guidelines for reports contained in the Reference Manual.
6. If any reports submitted hereunder are incomplete or otherwise do not meet the requirements set out in this Agreement, the Contractor shall properly complete the report and resubmit it to WorkSafeBC and shall not be entitled to any additional payment for such completion and resubmission.
7. The Contractor must provide WorkSafeBC with copies of all claims related communication sent to the Injured Worker's primary care practitioner and, unless the Injured Worker does not grant their permission, shall provide the primary care practitioner with copies of notes, reports or any other communications regarding the Injured Worker's progress and/or relevant clinical findings that are provided to WorkSafeBC. The Contractor must ensure that the primary care practitioner is notified of any significant changes to the Injured Worker's condition and of when the Injured Worker is ready to initiate a return to work. The Contractor shall bear any costs associated with providing such copies to the primary care practitioner.
8. The Contractor must maintain a complete and accurate clinical record for each Injured Worker provided with Services under this Agreement. The clinical record shall comply with the relevant CPTBC Clinical Standards of Practice, be legible, and contain at a minimum:
 - (a) DOS (individually) for all Injured Worker visits;

- (b) reporting on physical and functional findings specifically as they relate to critical job demands;
 - (c) documentation of conversations with the employer(s) (or documented attempts to contact), and a description of job duties and job demands as reported by the Injured Worker and confirmed by the employer and/or Board Officer, where possible; and
 - (d) documentation of contacts with an employer and contacts with a Board Officer.
9. The Contractor must at all times monitor an Injured Worker's attendance for treatment in accordance with the treatment plan and advise the Board Officer if there are any attendance issues.

STAFF REQUIREMENTS AND QUALIFICATIONS

10. The Contractor shall ensure that at all times:
- (a) one or more Physical Therapist(s) is available to provide the Services at the Facility(ies) for a minimum of three days per week;
 - (b) it has alternate Physical Therapists available for any absence of an Injured Worker's treating Physical Therapist;
 - (c) any Services provided by a Physical Therapist Support Worker are provided in accordance with CPTBC Standards of Practice, including any standards with respect to clinical notes and documentation, and that the Physical Therapist Support Worker is supervised by a Physical Therapist who is physically present while Services are being provided to an Injured Worker and readily available to the PTSW at all times; and
 - (d) without in any way limiting any other provision of this Agreement, including section 9.1, the Contractor shall comply, and shall ensure that its Personnel comply, at all times with provisions of all applicable acts and regulations, the CPTBC Bylaws and CPTBC Standards of Practice, including without limitation, regarding clinical statements, code of ethics, and assignment of tasks, as applicable (collectively, the "**Requirements**"). If any of the Requirements mandates a level of performance of the Services higher than the level required by this Agreement, the Contractor and its Personnel shall meet the higher level set out in the Requirements. In the event of a conflict between this Agreement and the Requirements, the Contractor and the Personnel must provide the Services in compliance with the Requirements and immediately notify WorkSafeBC of the conflict.
11. If the CPTBC imposes any restrictions or limitations on a Physical Therapist delivering Services under this Agreement, the Contractor must immediately notify WorkSafeBC. WorkSafeBC shall determine, in its sole discretion, whether such restriction or limitation affects the Contractor's ability to provide the Services under this Agreement. If WorkSafeBC determines that such restriction or limitation affects the Contractor's ability to provide the Services under this Agreement, then the Contractor shall, at WorkSafeBC's request, remove the Physical Therapist from performing Services under the Agreement, and without limiting any other right of WorkSafeBC under this Agreement, WorkSafeBC shall have the right in its sole discretion to require the Contractor to provide an alternate Physical Therapist or may transfer the Injured Worker to another service provider.

INITIATING SERVICES

12. Subject to section 14, the Contractor may provide the following Services to an Injured Worker under this Agreement:
 - (a) if the Injured Worker's claim is pending, the Contractor may provide a Physiotherapy Initial Assessment or a Post-Surgical Physiotherapy Initial Assessment to an Injured Worker provided that the date of the Initial Visit is 60 days or less from the date of injury;
 - (b) if the Injured Worker's claim has been accepted by WorkSafeBC, the Contractor may provide:
 - i. any Services permitted under this Agreement provided that the date of the Initial Visit is 60 days or less from the date of injury, or
 - ii. in the case of an Injured Worker who had claim-related surgery, any Services permitted under this Agreement provided that the date of the Initial Visit is 60 days or less from the date of the surgery.
13. 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 Board Officer for direction before providing Services.
14. If the date of the Injured Worker's Initial Visit is more than 60 days from the date of injury, or in the case of an Injured Worker who had claim-related surgery, the date of the Initial Visit is more than 60 days from the date of the surgery, the Contractor must contact the Board Officer to obtain approval for physiotherapy treatment prior to providing Services, and shall not provide any Services under this Agreement if such approval is not provided by the Board Officer.
15. The Contractor shall not provide Services under this Agreement to an Injured Worker if:
 - (a) the Injured Worker has a neurological condition that will require neurological physiotherapy services or who is receiving neurological physiotherapy;
 - (b) the Injured Worker is concurrently receiving home physiotherapy or other type of rehabilitation treatment for the same injury. Notwithstanding the foregoing, the Contractor is not precluded from providing Services to an Injured Worker concurrently receiving Hydrotherapy for the same injury. The Contractor is solely responsible for determining whether the Injured Worker is receiving concurrent treatment not permitted under this subsection;
 - (c) the Injured Worker has a vestibular condition that will require vestibular physiotherapy services or who is receiving vestibular physiotherapy, unless there is a clinical indication for concurrent physiotherapy treatment not related to the vestibular condition and the concurrent treatment has been approved by the Board Officer;
 - (d) the Injured Worker is unlikely to benefit from physiotherapy 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);
 - (e) the injury or condition requiring intervention is not compensable under the claim;
 - (f) the Injured Worker's participation is medically contraindicated due to a medical condition (such conditions may include but are not limited to labile hypertension,

- advanced pregnancy, unstable fracture) that would put the Injured Worker at undue risk of harm, even under regular medical supervision;
- (g) the Injured Worker's participation in the Services will place staff or other clients at risk; or
 - (h) the Contractor does not have the skills or experience needed to treat the injury.
16. The Contractor is responsible for ensuring that the requirements of sections 12, 13, 14 and 15 have been met before providing Services under this Agreement. The Contractor acknowledges and agrees that a physician's referral does not entitle an Injured Worker for the provision of Services under this Agreement. If Services are provided in circumstances other than those set out in sections 12, 13, 14 and 15, no amount can be claimed under this Agreement for any Services rendered, and WorkSafeBC is not liable to pay any such amount, except as set out in Schedule B, section 2.
17. 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.
18. Prior to providing any physiotherapy Services to an Injured Worker, the Contractor shall provide and the Injured Worker must participate in an orientation which includes, but is not limited to the following:
- (a) educating the Injured Worker as to the Services to be provided, including an overview of the assessment and treatment plan process, rehabilitation and the expected RTW process and obtaining the Injured Worker's written consent to participate in physiotherapy Services;
 - (b) advising the Injured Worker that information relating to his/her treatment and his/her file may be released to WorkSafeBC with or without his/her consent under the provisions of the WCA and the *Freedom of Information and Protection of Privacy Act*, to his/her employer or the employer representative, as required, and obtaining the Injured Worker's written consent to the release of his/her personal information, including to communicate with other health care providers involved in the Injured Worker's care;
 - (c) advising the Injured Worker of program expectations including but not limited to advising that active participation and attendance are essential and that non-compliance may result in suspension of benefits or discharge from treatment;
 - (d) advising the Injured Worker of the complaint resolution process including the Injured Worker's right to contact a Board Officer and/or the Quality Assurance Supervisor or Program Manager of Health Care Programs; and
 - (e) providing a Facility tour, including safety procedures and evacuation plan.

PHYSIOTHERAPY TREATMENT SERVICES

19. The Contractor acknowledges and agrees that **"Physiotherapy Treatment Services"** may include:
- (a) either:
 - (i) a **"Physiotherapy Initial Assessment"**, comprised of the Services set out in sections 20 to 24 below; or
 - (ii) a **"Post-Surgical Physiotherapy Initial Assessment"**, comprised of the Services set out in sections 25 to 29 below; and
 - (b) the **"Physiotherapy Treatment Period"**, comprised of the Services set out in sections 30 to 32 below; and
 - (c) where applicable, an **"Extension"**, comprised of the Services set out in sections 33 to 37 below.

Physiotherapy Initial Assessment

20. The Contractor shall provide the following Services in the Physiotherapy Initial Assessment within the first seven days after the Initial Visit:
- (a) an assessment of the Injured Worker's injury and development of a treatment plan;
 - (b) where the Injured Worker is not working full duties or hours, at least two attempts to contact the Injured Worker's employer to confirm the Injured Worker's job demands and any RTW opportunities, such as modified hours or duties, where appropriate; and
 - (c) completion and submission of the Physiotherapy Treatment Initial Report to WorkSafeBC no later than seven days from the Initial Visit.
21. If the Contractor's assessment under section 20 identifies findings that are inconsistent with the injury on the accepted claim, the Contractor shall notify the Board Officer via telephone within three days of the finding. The Contractor must treat the Injured Worker only for the injury accepted on the claim, until otherwise instructed by a Board Officer. In the event that the Contractor provides any Services to the Injured Worker without approval, the Contractor shall not be entitled to submit an invoice for or receive any payment for such Services.
22. The Contractor must ensure that the Physiotherapy Treatment Initial Report submitted to WorkSafeBC under section 20 includes:
- (a) DOS, being the date of the Initial Visit;
 - (b) significant clinical findings identified and/or treated as they relate to RTW, including any barriers to RTW and anticipated RTW date;
 - (c) documentation of attempts to contact the Injured Worker's employer and of the conversation with the employer with respect to the matters set out in section 20(b) where contact is made;
 - (d) a comparison of current functional status compared to critical job demands;
 - (e) the recommended treatment plan to achieve the RTW goals; and
 - (f) expected duration of treatment, and anticipated discharge date.

23. The Contractor must submit the Physiotherapy Treatment Initial Report to the Board Officer no later than seven days after the Initial Visit. Where contact with the Injured Worker's employer is required under section 20(b), the Contractor must either:
 - (a) make contact with the employer and obtain the information set out in section 20(b) before submitting the Physiotherapy Treatment Initial Report within the seven days; or
 - (b) make the two attempts to contact the Injured Worker's employer and where contact is not made, submit the Physiotherapy Treatment Initial Report without the employer information on the seventh day after the Initial Visit.
24. If the Contractor identifies conditions that are inconsistent with the injury on the Injured Worker's accepted claim during the Physiotherapy Initial Assessment, the Contractor shall notify the Board Officer by telephone within three days of the finding. The Contractor will treat the Injured Worker for only the injury accepted on the claim, until otherwise instructed by the Board Officer.

Post-Surgical Physiotherapy Initial Assessment

25. Where an Injured Worker has undergone claim-related surgery within the last 60 days prior to the date of the Initial Visit, the Contractor will perform a Post-Surgical Physiotherapy Initial Assessment. For the purposes of this determination, the Contractor agrees that injections are not surgery.
26. The Contractor will perform the following Services in the Post-Surgical Physiotherapy Initial Assessment within the first seven days after the Initial Visit:
 - (a) an assessment of the Injured Worker's injury and condition, and the development of a treatment plan;
 - (b) where the Injured Worker is not working full duties or hours, at least two attempts during the first week after the Initial Visit to contact the Injured Worker's employer to confirm the Injured Worker's job demands and any RTW opportunities, such as modified hours or duties, where appropriate;
 - (c) request a copy of the Injured Worker's post-surgical protocols, either directly from the Injured Worker or if the Injured Worker does not have them, from the Injured Worker's surgeon, and provide a copy of the Injured Worker's post-surgical protocols to the Injured Worker's Board Officer; and
 - (d) complete and submit the Post-Surgical Initial Report to WorkSafeBC no later than seven days from the Initial Visit.
27. The Contractor must ensure that the Post-Surgical Initial Report submitted to WorkSafeBC under section 26 includes:
 - (a) DOS, being the date of the Initial Visit;
 - (b) significant clinical findings identified and/or treated as they relate to RTW, including any barriers to RTW and anticipated RTW date;
 - (c) documentation of attempts to contact the Injured Worker's employer and of the conversation with the employer with respect to the matters set out in section 26(b) where contact is made;
 - (d) a comparison of current functional status compared to critical job demands;
 - (e) the recommended treatment plan to achieve the RTW goals; and

- (f) expected duration of treatment and anticipated discharge date.
28. The Contractor must submit the Post-Surgical Initial Report to the Board Officer no later than seven days after the Initial Visit. Where contact with the Injured Worker's employer is required under section 26(b), the Contractor must either:
- (a) make contact with the employer and obtain the information set out in section 26(b) before submitting the Post-Surgical Initial Report within the seven days; or
 - (b) make the two attempts to contact the Injured Worker's employer and where contact is not made, submit the Post-Surgical Initial Report without the employer information on the seventh day after the Initial Visit.
29. If the Contractor identifies conditions that are inconsistent with the injury on the Injured Worker's accepted claim during the Post-Surgical Physiotherapy Initial Assessment, the Contractor shall notify the Board Officer by telephone within three days of the finding. The Contractor will treat the Injured Worker for only the injury accepted on the claim, until otherwise instructed by the Board Officer.

Physiotherapy Treatment Period

30. The Contractor agrees that the Injured Worker's next visit after the end of the Physiotherapy Initial Assessment or the Post-Surgical Physiotherapy Initial Assessment, as applicable, is the Initial Visit for the Physiotherapy Treatment Period. Notwithstanding any other term of this Agreement, the Contractor acknowledges and agrees that the Physiotherapy Treatment Period cannot commence before the Injured Worker's claim is accepted by WorkSafeBC. WorkSafeBC will not be liable to pay for any Physiotherapy Treatment Period Services provided before the Injured Worker's claim is accepted by WorkSafeBC.
31. The Contractor shall provide up to 15 visits or six calendar weeks of treatments, whichever is reached earlier, unless a Board Officer directs fewer treatments are indicated, in a Physiotherapy Treatment Period. The Contractor acknowledges and agrees that it can only treat an Injured Worker for one visit per day per WorkSafeBC approved claim for that Injured Worker, regardless of the number of areas being treated in that claim.
32. If the Injured Worker does not start the Physiotherapy Treatment Period within 60 days of the date of injury, within 30 days of the Physiotherapy Initial Assessment, or within 30 days of the Post-Surgical Physiotherapy Initial Assessment, the Contractor must obtain prior approval from a Board Officer before providing any further physiotherapy Services to the Injured Worker and shall not be entitled to payment for any Services provided under the Physiotherapy Treatment Period where prior approval from a Board Officer has not been received. The Contractor acknowledges that the requirement for approval under this section is in addition to the requirement for approval under section 14 prior to the commencement of the Services.

Extension of Physiotherapy Treatment Period

33. Subject to section 34, the Contractor may deliver an Extension where it is anticipated that an Injured Worker will not be returning to work at the end of the Physiotherapy Treatment Period or the then current Extension, and further physiotherapy treatment is clinically warranted in order to return the Injured Worker to full duties and hours.
34. When the need for an Extension is identified, the Contractor must submit an Extension Request Report to the Board Officer at least seven days before the Physiotherapy Treatment Period or the then current Extension ends, but no earlier than the third

calendar week in the Physiotherapy Treatment Period or the then current Extension, which includes the following information:

- (a) the Injured Worker is meeting objective measures that suggest that the Injured Worker is progressing towards pre-injury work demands;
 - (b) the Injured Worker is meeting weekly goals and specified time frames, which demonstrate that the injured Worker will likely return to their pre-injury work;
 - (c) a comparison of current functional status compared to critical job demands;
 - (d) the Injured Worker is participating in a RTW plan;
 - (e) medical evidence and/or disability guidelines to support ongoing physiotherapy treatment;
 - (f) expected duration of treatment, number of visits, and anticipated discharge date; and
 - (g) any other relevant factors in support of the request.
35. WorkSafeBC shall have the right in its sole discretion to approve or decline a request for an Extension and in its approval WorkSafeBC shall indicate the approved time period and maximum number of visits included in the Extension. The Extension approval will end on the last day of the approved time period or when the maximum number of approved visits has been reached, whichever occurs first.
36. The Contractor acknowledges and agrees that it can only treat an Injured Worker for one visit per day per WorkSafeBC approved claim for that Injured Worker, regardless of the number of areas being treated in that claim.
37. Where the Contractor requests an Extension, the Contractor must not provide any Services until it has received approval and will not be entitled to payment for any Services provided if the Board Officer does not approve the request.

INJURED WORKER TRANSFERS BETWEEN SERVICE PROVIDERS

Transfers From Contractor to Another Physical Therapy Service Provider

38. If after the Physiotherapy Initial Assessment or the Post-Surgical Physiotherapy Initial Assessment but before the commencement of the Physiotherapy Treatment Period, an Injured Worker elects to change to another physical therapy service provider at a facility not included in Schedule C, the Contractor must submit the Physiotherapy Treatment Initial Report or the Post-Surgical Initial Report, as applicable, to WorkSafeBC no later than seven days after the Initial Visit and may submit an invoice for fees for the Physiotherapy Initial Assessment or the Post-Surgical Physiotherapy Initial Assessment, as applicable, as set out in Schedule B. The Contractor is not required to submit a Discharge Report in these circumstances.
39. If, other than as set out in section 38, during the Physiotherapy Treatment Period, or an Extension, an Injured Worker elects to change to another physical therapy service provider at a facility not included in Schedule C, the Contractor must submit a Discharge Report to the Board Officer within 14 days from the last treatment visit and may submit an invoice for the fees as set out in Schedule B for the provided Physiotherapy Treatment Services.

Transfers to Contractor from Another Physical Therapy Service Provider

40. Where an Injured Worker transfers to the Contractor from another physical therapy service provider at a facility not included in Schedule C and the Injured Worker is

attending the Contractor within 60 days of the date of injury, the Contractor shall complete a Physiotherapy Initial Assessment or Post-Surgical Physiotherapy Initial Assessment to submit a Physiotherapy Treatment Initial Report or Post-Surgical Initial Report, as applicable, and after it has been submitted, provide Services to the Injured Worker in accordance with the requirements for the Physiotherapy Treatment Period, as above. For greater certainty, the Contractor shall only be entitled to provide physiotherapy Services to the Injured Worker for the remaining number of visits or time period for the Physiotherapy Treatment Period left in the Injured Worker's entitlement. Where the Contractor is not clear on remaining entitlement, the Contractor may contact Health Care Programs to confirm the number of visits or time remaining for the Injured Worker's initial allotment of visits in the Physiotherapy Treatment Period. In the event that the Contractor provides any Services to the Injured Worker after the Initial Visit that exceed the Injured Worker's remaining entitlement, WorkSafeBC will not be liable to pay the Contractor for those Services.

41. Where an Injured Worker transfers to the Contractor from another physical therapy service provider at a facility not included in Schedule C and the Injured Worker is attending the Contractor greater than 60 days from the date of injury, the Contractor must obtain prior approval from the Board Officer in accordance with section 14 above before providing any Services. If Physiotherapy Treatment Services are approved by the Board Officer in accordance with section 14 above, the Contractor:
 - (a) shall complete a Physiotherapy Initial Assessment as set out in sections 20 to 24 above or, in the case of an Injured Worker who had claim-related surgery, a Post-Surgical Physiotherapy Initial Assessment as set out in sections 25 to 29 above, then:
 - (b) may commence the Physiotherapy Treatment Period as set out in sections 30 to 32 above.

HYDROTHERAPY

42. The Contractor may provide Hydrotherapy to an Injured Worker in conjunction with the Physiotherapy Treatment Services, provided that the Hydrotherapy Services are clinically indicated to promote recovery, directly related to the accepted area of injury, and do not exacerbate the Injured Worker's injury.
43. The Contractor may:
 - (a) provide up to six Hydrotherapy visits to the Injured Worker, unless the Board Officer directs fewer visits shall be provided; and
 - (b) if clinically warranted, request approval for additional Hydrotherapy visits as follows:
 - i. where the Contractor is providing the Hydrotherapy in conjunction with Physiotherapy Treatment Services,
 - A. where additional visits are clinically indicated during the Physiotherapy Treatment Period, the Contractor must call the Board Officer to discuss the rationale and the number of additional visits requested for the remainder of the Physiotherapy Treatment Period, and
 - B. where the additional visits will be provided during an Extension, the Contractor must request this approval by submitting an Extension Request Report to the Board Officer and completing the Hydrotherapy

sections of the report, including the clinical rationale for additional Hydrotherapy; or

- ii. where the Contractor is providing Hydrotherapy Services only, the Contractor must contact the Board Officer to obtain verbal approval for additional Hydrotherapy visits and, if requested by the Board Officer, submit a Requested Report to support the extension within seven days of the Board Officer's request.
- 44. WorkSafeBC shall have the right in its sole discretion to approve or decline to approve a request for additional visits made under section 43(b).
 - 45. The Contractor must ensure that Hydrotherapy Services are at all times provided by a Physical Therapist or overseen by a Physical Therapist, and whenever possible, in a purpose-built Hydrotherapy pool. The Contractor may provide Hydrotherapy Services to a maximum of four participants in a single group per Physical Therapist.
 - 46. The Contractor may refer the Hydrotherapy Services to another service provider in the Provider Network, provided that such service provider complies with the provisions of sections 42, 43, and 45 of this Schedule A.
 - 47. If the Contractor has been referred to provide Hydrotherapy Services to an Injured Worker from another service provider in the Provider Network, the Contractor may use one Physiotherapy Treatment Services visit in order to complete an assessment, prior to initiating Hydrotherapy Services, and verbally notify the Board Officer of the start of Hydrotherapy Services. If a report is requested by the Board Officer, the contractor shall submit a Requested Report and submit an invoice for a Requested Report in accordance with Schedule B. The Contractor must not perform or submit an invoice for a Physiotherapy Initial Assessment.

PROGRAM INTERRUPTIONS

- 48. If the Injured Worker is receiving Physiotherapy Treatment Services and has claim-related surgery, the Contractor must discontinue Physiotherapy Treatment Services and submit an Interrupt Report. If the Injured Worker returns to the Contractor following the surgery, the Contractor must conduct a Post-Surgical Physiotherapy Initial Assessment and, if applicable, initiate a new Physiotherapy Treatment Period.
- 49. If an Injured Worker will be unavailable to attend visits, or has been absent for any reason, including without limitation for a pre-planned vacation or absence, non-claim related surgery, serious illness or being required to attend a work location not reasonably convenient to where the Injured Worker is receiving the Services, then the Contractor must:
 - (a) if the Injured Worker's absence lasts more than one week, immediately notify the Board Officer by telephone or email (if permitted in accordance with this Agreement);
 - (b) if the Injured Worker's absence is anticipated to last more than one week, notify the Board Officer if there is a need to adjust the end date of the Physiotherapy Treatment Services, and if so, obtain approval from the Board Officer for such change; and
 - (c) if the Injured Worker's absence is anticipated to last more than three weeks:
 - i. obtain Board Officer approval for an interrupt and any changes to the end date of the Physiotherapy Treatment Services being provided; and

- ii. submit an Interrupt Report to WorkSafeBC, which must include details regarding the requested changes the end date of the Physiotherapy Treatment Services.
50. If the Board Officer does not approve the request set out in section 49(c)(i) above, the Contractor will discharge the Injured Worker from the Services and submit a Discharge Report in accordance with section 52 below. If the Board Officer does approve the request set out in section 49(c)(i) above, the Contractor will continue to provide Physiotherapy Treatment Services to the Injured Worker upon the Injured Worker's return.

DISCHARGE

51. An Injured Worker will be discharged when:
- (a) Physiotherapy Treatment Services are completed, and no Extension is requested or approved;
 - (b) the Injured Worker returns to work and further physiotherapy treatment is no longer indicated;
 - (c) the Injured Worker is transferred to another rehabilitation program or to another physiotherapy service provider;
 - (d) the Injured Worker fails or ceases to attend for Services or book further visits, the Contractor may contact the Board Officer for approval to discharge, and in any event, may discharge if two weeks pass without contact with the Contractor and the Injured Worker is not on a program interruption from receiving the Services;
 - (e) in the circumstances set out in section 50; or
 - (f) as otherwise instructed by WorkSafeBC.
52. When an Injured Worker is discharged, the Contractor must submit a Discharge Report within 14 days of the last DOS. The Discharge Report must include:
- (a) the DOS, which must be the date of the last Injured Worker visit;
 - (b) the Injured Worker's current clinical and functional status;
 - (c) treatment outcome and recommendations;
 - (d) any remaining barriers to return to work;
 - (e) duration of treatment (total number of visits) and discharge date; and
 - (f) final return to work outcome, including anticipated return to work date where applicable.
53. The Contractor is not required to submit a Discharge Report where the Injured Worker participated in a Physiotherapy Initial Assessment or Post-Surgical Physiotherapy Initial Assessment only and received no other Services after the Contractor submitted the Physiotherapy Treatment Initial Report or Post-Surgical Initial Report, as applicable.

SERVICE QUALITY AND PERFORMANCE MANAGEMENT

54. WorkSafeBC will administer an external quality control process, including reporting on the key performance indicators of individual Physiotherapy Services Contractors. The Contractor must adhere to the following performance standards, which shall be measured quarterly on the basis of a 12 month rolling average:
 - (a) "durable return to work", with no less than 65% and a target of 75% of Injured Workers either working or not working for reasons unrelated to the claim with respect to which the Injured Worker was treated at one month post discharge;
 - (b) remaining within 20% of the average number of visits as compared to the Provider Network; and
 - (c) satisfactory performance with respect to initial DOS to discharge date and report timeliness as compared to the Provider Network.
55. WorkSafeBC shall have the right to add additional performance standards during the Term.
56. Where the Contractor does not meet the required performance standards under section 54 or any additional performance standards under section 55, 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.
57. The Contractor acknowledges and agrees that while WorkSafeBC may work with the Contractor to resolve any performance quality issues determined to exist under section 54 or 55, 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 56, WorkSafeBC shall be entitled to terminate this Agreement without notice under sections 3.3 of the Agreement.

SCHEDULE B

FEES

TERMS AND CONDITIONS

1. The Contractor shall be entitled to invoice for and receive payment for Services provided in accordance with this Agreement if at the time Services are commenced:
 - (a) the Injured Worker's claim has been accepted; or
 - (b) the Injured Worker's claim has been initiated and is pending but no decision was made during the Physiotherapy Initial Assessment or the Post-Surgical Physiotherapy Initial Assessment and the Injured Worker's claim is subsequently disallowed or suspended, but only with respect to the Physiotherapy Initial Assessment or Post-Surgical Physiotherapy Initial Assessment and for no other Services.
2. If the Contractor provides Services to an Injured Worker before the Injured Worker has an accepted claim or before the Injured Worker has initiated a claim, the Injured Worker is responsible to pay the Contractor for the Services. If the Injured Worker's claim is subsequently accepted by WorkSafeBC:
 - (a) within 90 days of the Injured Worker's Initial Visit for the purposes of assessment, the Contractor shall refund all amounts paid for Services, whether directly to the Injured Worker for those amounts paid by the Injured Worker and/or to the Injured Worker's third party insurance provider where the Contractor directly invoiced and was paid by such third party insurance provider, and then invoice WorkSafeBC for all applicable amounts under Schedule B for the Services that have been performed in accordance with this Agreement; or
 - (b) more than 90 days of the Injured Worker's Initial Visit for the purposes of assessment, WorkSafeBC shall reimburse the Injured Worker directly for amounts paid by the Injured Worker for Services.
3. If any reports are incomplete or otherwise do not meet the requirements set out in Schedule A, the Contractor shall properly complete the report and resubmit it to WorkSafeBC without any additional payment. The Contractor shall not be entitled to receive any payment until the report has been completed properly and received by WorkSafeBC.

FEE CODES AND RULES

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Amount For DOS June 1, 2023 to May 31, 2024	Amount For DOS June 1, 2024 to May 31, 2025
19100	Physiotherapy Initial Assessment	<ul style="list-style-type: none"> • Fee includes all Services required to complete and submit the Physiotherapy Treatment Initial Report. • Eligible to be invoiced only when all Services included in the Physiotherapy Initial Assessment have been performed and the Physiotherapy Treatment Initial Report is received by WorkSafeBC. • Fee is payable only when DOS is within 60 days of the date of injury except with Board Officer approval. • Invoice DOS must be the date of the Initial Visit in the Physiotherapy Treatment Initial Report. • Not eligible to be invoiced with the Post-Surgical Physiotherapy Initial Assessment, the Extension Request Report, Interrupt Report, Discharge Report, Requested Report, or Treatment Visit. 	\$188.00	TBD
19101	Post-Surgical Physiotherapy Initial Assessment	<ul style="list-style-type: none"> • Fee includes all Services required to complete and submit the Post-Surgical Initial Report. • Eligible to be invoiced only when all Services included in the Post-Surgical Physiotherapy Initial Assessment have been performed and the Post-Surgical Initial Report is received by WorkSafeBC. • Fee is payable only when DOS is within 60 days of the date of surgery. • Invoice DOS must be the date of the Initial Visit in the Post-Surgical Initial Report. • Not eligible to be invoiced with the Physiotherapy Initial Assessment, the Extension Request Report, Interrupt Report, Discharge Report, Requested Report, or Treatment Visit. 	\$188.00	TBD

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Amount For DOS June 1, 2023 to May 31, 2024	Amount For DOS June 1, 2024 to May 31, 2025
19102	Treatment Visit	<ul style="list-style-type: none"> • Invoiced when an Injured Worker receives in clinic treatment for a visit in the Physiotherapy Treatment Period or an Extension. • DOS on invoice must match Injured Worker visit date. • Not eligible to be invoiced with Physiotherapy Initial Assessment or Post-Surgical Physiotherapy Initial Assessment. 	\$84.50	TBD
19103	Extension Request Report	<ul style="list-style-type: none"> • Fee includes all Services required to complete and submit the Extension Request Report. • Eligible to be invoiced when the Extension Request Report is received by WorkSafeBC. • DOS on the invoice must match the DOS (date of report) on the Extension Request Report. • Not eligible to be invoiced with Physiotherapy Initial Assessment, the Post-Surgical Physiotherapy Initial Assessment, or the Requested Report. 	\$56.00	TBD
19303	Requested Report	<ul style="list-style-type: none"> • Fee includes all Services required to complete and submit the Requested Report and is eligible to be invoiced when the Requested Report is received by WorkSafeBC. • DOS for Requested Report is date the Requested Report is requested. • DOS on the invoice must match DOS on the Requested Report. • Not eligible to be invoiced with Physiotherapy Initial Assessment, or the Post-Surgical Physiotherapy Initial Assessment, Extension Request Report, Interrupt Report, or Discharge Report. 	\$56.00	TBD
19104	Interrupt Report	<ul style="list-style-type: none"> • Fee includes all Services required to complete and submit the Interrupt Report. • Eligible to be invoiced when approved by the Board Officer and the Interrupt Report is received by WorkSafeBC. • DOS on the invoice must match the DOS (last Injured Worker visit) on the Interrupt Report. 	\$44.00	TBD

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Amount For DOS June 1, 2023 to May 31, 2024	Amount For DOS June 1, 2024 to May 31, 2025
		<ul style="list-style-type: none"> Cannot be invoiced at the same time as the Initial Assessment, the Post-Surgical Physiotherapy Initial Assessment, Requested Report, or the Discharge Report. 		
19105	Discharge Report	<ul style="list-style-type: none"> Fee includes all Services required to complete and submit the Discharge Report and is eligible to be invoiced when the Discharge Report is received by WorkSafeBC. DOS on the invoice must match the DOS (last Injured Worker visit) on the Discharge Report. Cannot be invoiced at the same time as the Physiotherapy Initial Assessment, Post-Surgical Physiotherapy Initial Assessment, Requested Report, or the Interrupt Report. 	\$44.00	TBD
Other Fee Codes				
19204	Telephone Consultation for Return to Work and Other Related Issues	<ul style="list-style-type: none"> Fee may be invoiced for telephone communication with a health care provider, Board Officer, or with an employer if the telephone conversation with the employer occurs outside of a Physiotherapy Initial Assessment or Post-Surgical Physiotherapy Initial Assessment where: <ul style="list-style-type: none"> the telephone communication is for the purpose of discussing treatment, return to work, discharge planning and/or other related issues; the discussion is documented in clinical records; and actual contact is made or a detailed message is left. Fee cannot be invoiced for telephone calls for routine, invoicing/payment, administrative, contract or performance issues. 	\$30.00 per 15 min. increment	TBD
19171	Photocopies (first 20 pages)	<ul style="list-style-type: none"> Fee may be invoiced for the first 20 pages of WorkSafeBC requested copy of chart notes, provided that the copies are received within two Business Days of request and are legible. DOS on the invoice must be the date the chart notes are requested. 	\$42.00	TBD
19172	Photocopies (every page over 20 pages)	<ul style="list-style-type: none"> Fee may be invoiced for each page after the first 20 pages of WorkSafeBC requested copy of chart notes, provided that the copies are received within two Business Days of request and are legible. 	\$1.26 per page	TBD

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Amount For DOS June 1, 2023 to May 31, 2024	Amount For DOS June 1, 2024 to May 31, 2025
		<ul style="list-style-type: none"> DOS is the date the chart notes are requested. 		
19193	Hydrotherapy – Physical Therapist	<ul style="list-style-type: none"> Use this fee code when Hydrotherapy Services are provided by a Physical Therapist. Fee includes all Hydrotherapy Services, the cost of pool admission and all other costs associated with the Hydrotherapy Services. Fee eligible for invoicing to a limit of one visit per accepted claim per day, provided Services delivered in compliance with this Agreement. Fee code may be invoiced with physiotherapy Treatment Visits where Hydrotherapy and in clinic treatment occur on the same date of service. Only one of fee code 19193 and 19313 may be invoiced for a visit. 	\$63.00 / visit	TBD
19313	Hydrotherapy - PTSW	<ul style="list-style-type: none"> Use this fee code when Hydrotherapy Services are provided by a PTSW under the supervision of a Physical Therapist Fee includes all Hydrotherapy Services, the cost of pool admission and all other costs associated with the Hydrotherapy Services. Fee eligible for invoicing to a limit of one visit per accepted claim per day, provided Services delivered in compliance with this Agreement. Fee code may be invoiced with physiotherapy Treatment Visits where Hydrotherapy and in clinic treatment occur on the same date of service. Only one of fee code 19193 and 19313 may be invoiced for a visit. 	\$47.00 / visit	TBD

SCHEDULE C**FACILITY(IES)**

1. For Services other than Hydrotherapy Services, the Contractor is authorized to perform the Services at the following Facility(ies) only:

A. Facility Name & Address	MSP Payee # (Note: Contractor is limited to one MSP payee # per Facility)

2. The Contractor must ensure that the Facility meet the following standards at all times:
- (a) In the case of a Facility named in part A of the table above, has a dedicated treatment area that ensures Injured Worker privacy where appropriate, equipment sufficient to test for functional ability, and any other facility or equipment otherwise necessary for the provision of Services in compliance with this Agreement;
 - (b) Is a safe environment, with routine and prompt maintenance of the Facility and any equipment used in the performance of the Services under this Agreement;
 - (c) Complies with the CPTBC Standards of Practice regarding Private Physical Therapy Practice/Corporations;
 - (d) Is wheelchair accessible including but not limited to, wheelchair ramp-to-door, wide doorways, and a minimum of one accessible washroom to Injured Workers; and
 - (e) Meets all occupational health and safety requirements under the Workers Compensation Act and the Occupational Health and Safety Regulation.
3. The Contractor acknowledges and agrees that Physiotherapy Treatment Services and Hydrotherapy Services shall not be delivered at a location that is zoned residential or is residential in nature.

SCHEDULE D – PRIVACY PROTECTION SCHEDULE

Definitions

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

FIPPA Application

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

Collection of Personal Information

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

- (iii) to contact the FIPPA Designate to answer questions about the Contractor's collection of Personal Information at FIPP@worksafebc.com or (604) 279-8171.

Accuracy of Personal Information

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

Protection of Personal Information

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

WorkSafeBC Rights

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

Data Residency

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

Access to, use and disclosure of Personal Information

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

Disposition of Personal Information

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

Compliance and Notification Obligations

21. The Contractor must have a privacy management program in place that addresses the collection, access, use, disclosure, storage, retention, security and disposal of Personal Information in compliance with this Schedule, and a privacy breach protocol. The Contractor will provide WorkSafeBC with a copy of its privacy management program upon request, if not otherwise available through an open website link.
22. WorkSafeBC and/or the Privacy Commissioner may, at any reasonable time and on reasonable notice, conduct a review with respect to compliance with this Schedule. The Contractor will cooperate with WorkSafeBC and/or the Privacy Commissioner in a compliance review, and will provide such access, documents and assistance as are reasonably necessary. The Contractor must institute any recommended reasonable changes arising from a compliance review.
23. The Contractor must immediately notify the FIPPA Designate:
 - (a) of any breach or suspected breach of its obligations related to privacy as set out in the Agreement or this Schedule;

- (b) if it anticipates it will be unable to comply with a provision in this Schedule in any respect,

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

- 24. The Contractor agrees to cooperate and assist WorkSafeBC and/or Privacy Commissioner in any investigation of a complaint that Personal Information has been used or disclosed contrary to FIPPA, the Agreement or this Schedule.
- 25. If the Contractor fails to comply with any requirements set out in this Schedule or any WorkSafeBC directions given under this Schedule, WorkSafeBC will, notwithstanding any provision of the Agreement to the contrary, be entitled to immediately terminate the Agreement without charge or penalty. If the Contractor's failure relates to accuracy and correction of Personal Information, WorkSafeBC's right to terminate will be subject to the Contractor first being given 10 business days to remedy the breach.