THIS OCCUPATIONAL THERAPY SERVICES AGREEMENT ("**Agreement**") is made effective as of the ___ day of _____, 202_ (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 RFP #238-2022 (the "**RFP**") for the purpose entering into agreements with occupational therapy service providers capable of providing occupational therapy services;

B. The Contractor is in the business of providing occupational therapy services as described in the RFP and has qualified resources to perform such services;

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 agrees 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) **"COTBC"** means the College of Occupational Therapists of British Columbia;

(c) "**Injured Worker**" means a person who is entitled to compensation under the WCA and who receives Services under this Agreement;

(d) **"Mentorship Plan"** means the mentorship plan as set out in Sections 33 to 36 of Schedule A of the Agreement;

(e) **"Occupational Therapist" or "OT"** means an individual who is a current member in good standing with the COTBC;

(f) "**OT Mentee**" means the OT who is being mentored by the OT Mentor;

(g) "**OT Mentor**" means the experienced OT in charge of mentoring the OT Mentee;

(h) "**Personnel**" includes the Contractor's directors, officers, employees, and

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permitted subcontractors;

(i) "**Provider Network**" means the network of community occupational therapy service providers who have entered Occupational Therapy Services agreements with WorkSafeBC;

(j) "**Reference Manual**" means the Occupational Therapy Services Reference Manual developed by WorkSafeBC which identifies the standard protocols and procedures for the delivery of Occupational Therapy Services as the same by be amended by WorkSafeBC from time to time as set out in this Agreement;

(k) "**RFP**" means the RFP that preceded the entering into of this Agreement;

(l) "**Rehabilitation Worker**" or "**RW**" means an individual that is not a qualified Occupational Therapist but is knowledgeable in the field of occupational therapy through experience, education and/or training and directly involved in the provision of Occupational Therapy Services under the supervision of an OT;

(m) "**Service Location(s)**" means the geographical service location(s) identified in Schedule C where the Contractor has been approved to provide Services;

(n) "**Service Region**" means the geographical service region identified in Schedule C where the Contractor has been approved to provide Services;

(o) "**Services**" means the services as described in Schedule A of this Agreement;

(p) "**Telehealth Delivery**" means the Contractor's use of video technology for live image transmission in order for the Contractor to deliver Services remotely to the Injured Worker;

(q) "**Treatment Stream**" means a stream of Services provided to an Injured Worker by an approved OT;

(r) "**Treatment Stream OT-BI**" means Treatment Stream for Injured Workers whose primary diagnoses and barriers to recovery are compensable brain injury (BI) conditions;

(s) "**Treatment Stream OT-MH**" means Treatment Stream for Injured Workers whose primary barriers to function and recovery are compensable mental health (MH) conditions;

(t) "**Treatment Stream OT-PI**" means Treatment Stream for Injured Workers whose primary diagnoses and barriers to recovery are compensable physical injury (PI) conditions;

(u) "**VRC**" means Vocational Rehabilitation Consultant;

(v) "**VR**" means Vocational Rehabilitation;

(w) "**WCA**" means the *Workers Compensation Act; and*

(x) "**WorkSafeBC Officer**" means a WorkSafeBC Case Manager, Entitlement Officer, Medical Advisor, Vocational Rehabilitation Consultant or other as designated by WorkSafeBC;

(y) "**WorkSafeBC Provider Portal**" means the web-based, secure, electronic channel that allows service providers to conduct business (Worker referrals, report submission and invoicing services) with WorkSafeBC online.

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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;

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

2.2 Authorization: The Contractor acknowledges and agrees that no Services shall be provided to Injured Workers unless and until authorized by a WorkSafeBC Officer, except as otherwise expressly permitted in this Agreement.

2.3 Service Region and Location(s): Except where otherwise permitted under Schedule C, the Contractor shall deliver the Services only within the approved Service Region and Service Location(s) identified in Schedule C, and only in the Treatment Streams identified in Schedule C for each Service Region and Service Location, which cannot be changed without an amendment hereto. WorkSafeBC may award additional Service Location(s) to other Contractors in the event that WorkSafeBC has identified that a Service Region is under-serviced and/or if the current Contractors for a Service Region have failed, for a period of 60 calendar days or more, to achieve the mandatory timeliness requirements set out in Schedule A (including but not limited to the referral response requirements in Sections 12 to 19 of Schedule A).

2.4 Contractor Personnel: The Contractor shall, at its own expense, ensure that Personnel performing the Services have all required professional qualifications and licensing and are properly instructed and trained prior to commencing performance of the Services. The Contractor shall:

(a) ensure that all Services set out in Schedule A are performed only by Occupational Therapists and Rehabilitation Workers that have been approved to deliver Services in accordance with Schedule C to this Agreement;

(b) notify WorkSafeBC immediately in writing of any change in the registration status of any of the Occupational Therapists providing Services under this Agreement with their professional association or college or of any complaint that results in disciplinary hearing or disciplinary action;

(c) ensure at all times throughout the Term (as hereinafter defined) 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,

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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 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 all CRRA requirements for registered members, and to not permit any subcontractor Personnel to perform any Services if the subcontractor Personnel criminal record includes any of the offences set out in the CRRA; and

(e) remove from the performance of the Services any Personnel, including subcontractor Personnel, who refuse to undergo the applicable criminal record check or is charged with or convicted of any of the offences set out in the CRRA at any time during the Term of this Agreement; replace such Personnel with Personnel qualified under this section; and immediately notify WorkSafeBC of any such removal and replacement.

2.5 Subcontracting: The Contractor may not subcontract any of the Services without the prior written consent of the Senior Manager Procurement Services (with the exception that the OT and the Rehabilitation Worker may be subcontractors of the Contractor), which consent WorkSafeBC may withhold in its sole discretion. In the event that WorkSafeBC provides consent to a subcontractor and in the case of any OT or Rehabilitation Worker that is a subcontractor, the following applies:

(a) all subcontractors must meet the requirements set out in section 2.4;

(b) the Contractor remains liable for the performance of all Services, including the Services performed by subcontractors and for each subcontractor's compliance with this Agreement;

(c) the Contractor must enter into written agreements with subcontractors which incorporates all terms and conditions of this Agreement applicable to Personnel; and

(d) the Contractor must notify WorkSafeBC as set out in this section of any proposed change to any subcontractor and must not make any change unless it receives consent. Any such consent will be on the same terms and conditions as set out in this section.

2.6 Prohibited Activities: The Contractor and its Personnel shall not:

(a) provide advocacy services to or on behalf of an Injured Worker 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 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.

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2.7 Incident Reporting: The Contractor shall report, verbally and in writing, to the WorkSafeBC Officer 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 a report to the WorkSafeBC Health Care Programs' Program Manager within one business day.

2.8 Technology Requirements: The Contractor must possess and maintain throughout the Term the computer technology and electronic devices sufficient to deliver the Services, 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 obtain additional software, electronic devices or computer technology in order to be compatible with WorkSafeBC technology systems or business processes as the same may change or be updated from time to time in WorkSafeBC's sole discretion.

2.9 Data Submission: The Contractor shall comply with WorkSafeBC requirements for submission of data, including but not limited to invoices, referral mechanisms where applicable, and report forms, and ensure that all data is submitted in the format specified by WorkSafeBC. WorkSafeBC reserves the right to change any format on 90 days' written notice, and the Contractor will comply with any change.

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

2.11 Non-Exclusive Agreement: This Agreement is a non-exclusive Agreement. The Contractor acknowledges that Services are provided to WorkSafeBC by other Contractors. WorkSafeBC reserves the right to provide referrals to other providers of the Services and to increase the number of service providers in its Provider Network at any time and at time to time, as WorkSafeBC determines in its sole discretion. WorkSafeBC reserves the right to self-perform services at any time. 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.

2.12 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 of this Agreement, and that no such representation or warranty, if made, is binding on WorkSafeBC. The Contractor acknowledges that provision of Services under this Agreement is on an "if and when requested basis".

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TERM, RENEWAL AND TERMINATION/SUSPENSION

3.1 Term: The term of this Agreement shall commence on **_____, 202_** and will terminate on **December 14, 2023** (the "**Term**"), unless otherwise earlier terminated or unless renewed in accordance with section 3.2.

3.2 Renewal: Upon 30 days' written notice to the Contractor, WorkSafeBC shall have the right to renew this Agreement on the same terms and conditions as contained in this Agreement for four additional renewal terms of one year each and if so renewed, the Term or the renewal term(s) of this Agreement will terminate at the latest **December 14, 2027**, unless otherwise earlier terminated.

3.3 Termination for Breach: WorkSafeBC may terminate this Agreement in whole or in part, including without limitation by removing a Service Location or Treatment Stream, 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 failure 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 an Occupational Therapist or any complaint that results in disciplinary hearing or disciplinary action with respect to an Occupational Therapist;

(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, Service Location, Treatment Stream, or with respect to its occupational health and safety obligations under section 12.1(e);

(d) submits misleading information to WorkSafeBC, including but not limited to invoices that have material inaccuracies, include Services not performed or inaccuracies in Occupational Therapist qualifications;

(e) fails to rectify defaults where notice has been provided under this Agreement within the time set out in the notice;

(f) failure to appropriately manage security or access to the WorkSafeBC Provider Portal;

(g) has made a representation or warranty in this Agreement or the Contractor's response to the RFP that is untrue or incorrect at the time at which it was made; or

(h) become insolvent or bankrupt, has a receiver appointed, or is unable to continue to provide the Services for any reason;

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.

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3.5 Consequences of Termination: In the event of a termination:

(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;

(d) except for an amount payable under section 3.5(c), the Contractor will not be entitled to claim for or receive any other remuneration, compensation or payment of any nature whatsoever from WorkSafeBC.

3.6 Suspension: In addition to its other rights under this Agreement, WorkSafeBC reserves the right in its sole discretion to immediately suspend referrals and/or the Contractor's right to provide Services under this Agreement in the event that that WorkSafeBC undertakes a practice review in accordance with section 0 hereof or that the Contractor 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 acknowledges and agrees that no WorkSafeBC Officer has the authority to deviate from the fees payable under Schedule B and that no amount shall be payable under this Agreement, except as set out in Schedule B. 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 any fees or other charges of any nature for Services provided under this Agreement directly or indirectly to the Injured

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Worker or to any other individual, business or other entity, except as expressly permitted in this Agreement.

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 completion of the Services for an Injured Worker or of the Injured Worker's transfer to another service provider, as applicable, that comply with the following:

(a) the Services must be invoiced separately for each Injured Worker and all invoices must include Services provided to one Injured Worker only;

(b) all Services included in an invoice must have been performed prior to the invoice date, and the invoice must not include billing for future Services;

(c) the Services must be invoiced using the appropriate fees codes as set out in Schedule B;

(d) Services requiring approval from WorkSafeBC must not be invoiced unless that approval has been received as required under this Agreement;

(e) the payee number assigned to the Contractor by WorkSafeBC must be referenced on all invoices;

(f) where applicable, PST and GST shall be indicated separately on each line item and the Contractor's GST registration number included; and

(g) invoices must only be issued in the Contractor's name exactly as it appears in this Agreement.

4.5 Invoice Submission: Invoices should be submitted electronically via the WorkSafeBC Provider Portal. WorkSafeBC may reject or return an invoice containing discrepancies or errors or that does not comply with section 4.4 for correction by the Contractor, 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 and discrepancies. If WorkSafeBC deems in its sole discretion that the defect is minor, WorkSafeBC may correct the invoice.

4.6 Time to Resolve: The Contractor must rectify the invoice rejected under section 4.5 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 4.6(a).

The Contractor must contact Payment Services for instructions to resubmit a rectified invoice. Where the Contractor does not agree with its remittance statement and/or invoice rejection, the Contractor shall follow up with WorkSafeBC in a timely manner after receiving the remittance statement or other notification of invoice rejection, but in any event, within 90 days of the remittance statement date or other notification. If after the initial follow up within the 90 day time period, there has been no meaningful attempt by the Contractor to resolve the issue within 180 days of the invoice date, 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

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be entitled to payment for the Services that are the subject of the invoice rejection and WorkSafeBC shall have no liability to pay for such Services.

4.7 Invoices over 90 Days: WorkSafeBC is under no obligation to pay invoices received more than 90 days from the completion of the Services.

4.8 Payment: WorkSafeBC will pay the undisputed amount of any invoice within 30 days of receipt of an invoice that complies with this Agreement.

4.9 Invoicing Procedures: WorkSafeBC may change the invoicing procedures at any time during the Term upon providing 60 days' written notice to the Contractor.

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

WORKSAFEBC PROVIDER PORTAL

5.1 WorkSafeBC Provider Portal Use: The Contractor shall use the WorkSafeBC Provider Portal for all related business processes including but not limited to receiving and responding to referrals, booking appointments, and reporting and invoicing for Services provided, unless otherwise directed by WorkSafeBC from time to time.

5.2 WorkSafeBC Provider Portal Access Management: The Contractor is responsible for ensuring that it, and its Personnel, effectively and securely manage its access and use of the WorkSafeBC Provider Portal including without limitation doing the following:

(a) appointing one or more designated Personnel, as required, to manage its access and security of the WorkSafeBC Provider Portal;

(b) setting up the Contractor and its Personnel, as required, to access the WorkSafeBC Provider Portal;

(c) regularly reviewing and updating the Personnel that have been granted access to the WorkSafeBC Provider Portal, as required; and

(d) immediately cancelling access to the WorkSafeBC Provider Portal of any Personnel that are no longer employed with the Contractor or that, for any reason, no longer require access to the WorkSafeBC Provider Portal in the course of their employment with the Contractor.

BCeID REGISTRATION

6.1 Access to the WorkSafeBC Provider Portal will require a Personal BCeID number. The Contractor shall ensure that all Personnel who require access to the WorkSafeBC Provider Portal obtain a Personal BCeID number.

TELUS HEALTH ENROLLMENT

7.1 In order to use the WorkSafeBC Provider Portal, the Contractor is required to enroll (the Contractor and Personnel working on the WorkSafeBC Provider Portal) with TELUS Health Services. Contractors will receive their organization ID as part of an enrolment package sent to them upon enrolment. Contractors shall ensure that all Personnel who require access to the WorkSafeBC Provider Portal have a Personal BCeID number prior to enrolling with TELUS Health Services.

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CHANGE OF OWNERSHIP

8.1 Written Notice: If there is a proposed change to the legal ownership of the Contractor, the Contractor shall provide at least 60 days' written notice 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. The Contractor acknowledges and agrees that WorkSafeBC will not agree to any change in the Service Region or Service Location(s).

8.2 Qualification Requirements: In the event of a proposed change as described in section 8.1, WorkSafeBC reserves the right in its sole discretion to require the Contractor and/or prospective new owner to qualify or requalify as an Occupational Therapy 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 8.1.

8.3 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

9.1 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 three 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.

9.2 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 9.1(a) and/or (b) for inspection, audit, or reproduction by WorkSafeBC or its authorized representatives during normal business hours at the Contractor's office or place of business. The Contractor shall not charge any fee for the cost of reproduction of any records required to be kept under this Agreement.

9.3 Credential Review: At any time during the Term and from time to time, WorkSafeBC may undertake reviews to confirm the professional credentials of the Contractor and its Personnel and compliance with the criminal record check requirements in section 2.4. The Contractor shall provide all documentation requested by WorkSafeBC.

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9.4 Practice Review: WorkSafeBC may from time to time in its sole discretion undertake a review of the Services provided by the Contractor and the Contractor's invoicing and reporting, either with or without notice, in order to:

(a) ensure that the quality of the Services being provided by the Contractor is satisfactory to WorkSafeBC in its sole discretion;

(b) determine the appropriateness and effectiveness of the Services being provided by the Contractor;

(c) ensure compliance with all of the terms of this Agreement;

(d) determine the validity of any issues or concerns raised with respect to the Services being provided by the Contractor, invoicing or reporting,

and, when requested by WorkSafeBC, the Contractor shall meet with representatives of WorkSafeBC, and provide such information, documents, reports and records as may be required by WorkSafeBC in its sole discretion to complete such practice review.

9.5 Remedies: In addition to any rights of termination that WorkSafeBC may have under sections 3.3 and 3.4 for any non-compliance with this Agreement with respect to service quality, WorkSafeBC shall have the right:

(a) where a practice review reveals an overbilling by the Contractor, to deduct (credit) the amount of the overbilling against any amount due to the Contractor;

(b) to require the Contractor to take steps to rectify any and all issues arising from the practice review to WorkSafeBC's satisfaction within the time specified by WorkSafeBC.

INTELLECTUAL PROPERTY

10.1 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.

10.2 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.

10.3 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

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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

11.1 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, and to ensure its Personnel 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.

11.2 Privacy Compliance: The Contractor agrees to 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

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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.

11.3 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: (i) was lawfully in the Contractor's possession before receiving it from WorkSafeBC; (ii) is provided in good faith to the Contractor by a third party without breaching any obligations; (iii) 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 (iv) was or is independently developed by the Contractor without reference to the WorkSafeBC's Confidential Information.

11.4 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 7 and 11 of Schedule D apply to Confidential Information in addition to applying to personal information, and WorkSafeBC shall have the same rights with respect to its Confidential Information as it has in section 14 of Schedule D with respect to personal information.

11.5 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 that in all such cases, the Contractor advises WorkSafeBC prior to disclosing the Confidential Information. 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.

11.6 Disposition: Subject to the provisions of section 11.2(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.

11.7 Section 235: Nothing in Agreement relieves the Contractor and its Personnel of any obligations they may have under section 235 of the WCA.

11.8 Remedies: In the event that the Contractor violates any provision of sections 11.2 to 11.7 or Schedule D, WorkSafeBC shall retain any and all legal rights and remedies, including the right to seek injunctive relief, in addition to its right of termination under section 3.3.

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CONTRACTOR RESPONSIBILITIES

12.1 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 Case Manager 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.

12.2 No Advertising or Promotion: Except as set out in section 12.3, the Contractor shall not advertise or promote its relationship with WorkSafeBC or the existence of this

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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 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.

12.3 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.

12.4 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.

12.5 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

13.1 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.

13.2 Insurance: During the Term, the Contractor will maintain at its own expense and ensure that any subcontractors maintain at their own expense:

(a) commercial general liability insurance covering bodily injury, personal injury and property damage to third parties in an amount of not less than $2,000,000.00. Such insurance shall include blanket coverage for contractual liability; and

(b) professional liability insurance with a limit of not less than $1,000,000.00 per claim, which covers losses that may occur due to errors or omissions or acts of negligence by the Contractor during the Term.

WorkSafeBC shall be named as additional insured for all purposes under the commercial general liability insurance which shall include a cross-liability clause. The Contractor shall provide on request by WorkSafeBC, certificates of insurance evidencing compliance with this section. The Contractor will require its insurer to give WorkSafeBC 30 days' prior notice of changes to or cancellation of coverage. All

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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

14.1 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.

14.2 Assignment: The Contractor will not directly or indirectly assign any obligation under this Agreement without the prior written consent of WorkSafeBC, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, 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 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 8.1 to 8.3, 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.

14.3 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 the British Columbia in regard to any and all disputes arising out of or in connection with this Agreement.

14.4 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:	To WorkSafeBC:
[Address] [Address]	6951 Westminster Highway Richmond, BC V7C 1C6
Attention: [Contact Name]	Attention: Senior Manager, Procurement Services
Email address:	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 posting if posted. 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 acknowledgement of receipt given to the sender within 24

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hours of the email notice being sent that is not system generated or automated in any manner. In the event that a valid acknowledgement is not received within 24 hours, delivery of the notice must be made using another method permitted under this section.

14.5 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 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 breaches of sections 3.3, 3.4, 3.5, 3.6 or 11.1-11.8.

14.6 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.

14.7 Survival: In addition to any other provision expressly stated to survive the termination or expiration of this Agreement or which would survive by implication, sections 2.6, 3.5, 3.7, 4.1, 4.3, 4.6, 4.8, 4.10, 9.1, 9.2,9.2 10.1-10.3, 10.1-10.7, 11.8, 12.2, 13.1 and Schedule D survive the termination or expiration of this Agreement.

14.8 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

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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.

14.9 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.

14.10 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.

The parties have executed this Agreement as of the Effective Date.

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SCHEDULE A – SERVICES

GENERAL SERVICE STANDARDS

1. The Contractor and its Personnel shall perform the Services in accordance with the provisions of the Agreement and in accordance with the minimum clinical and administrative practices set out in the Reference Manual, as it may be amended or added to by WorkSafeBC from time to time. WorkSafeBC shall provide written notice of any amendments or additions to the Reference Manual in the form of "Network Bulletins" or other written notice, which shall include the effective date of the amendment or addition.

2. 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 and additions issued in accordance with section 1.

3. The Contractor shall ensure that the Injured Worker is seen within the timelines outlined within this Agreement with respect to any of the Services.

4. The Contractor may direct that Services be provided in the Injured Worker's residence, care facility, hospital, worksite and community settings to assist Injured Workers in acquiring, retaining, and improving independence and adaptive skills, and return to a productive life.

5. In providing the Services, the Contractor shall consider the effects of physical, functional, cognitive, affective, behavioural, environmental and psychosocial elements with all Services and determine the appropriateness of the Services for the Injured Worker.

6. The Contractor shall deliver Services based on evidence-based practice and use objective measures and clinical problem solving in the assessments, recommendations and the treatment of Injured Workers.

7. When recommending Services, the Contractor shall first consider the least costly options.

8. The Contractor shall ensure that all Services provided under this Agreement are delivered in compliance with the bylaws and practice guidelines set out by the College of Occupational Therapists of British Columbia. The Contractor shall ensure that its Occupational Therapists and Rehabilitation Workers have the necessary knowledge, skills and experience to provide the Services as outlined in Schedule C.

9. The Contractor shall only provide Services for the compensable condition(s) indicated on the referral. If the Contractor identifies additional issues or concerns that are unrelated to the compensable condition(s), the Occupational Therapist may make recommendations that address such issues or concerns but shall clearly indicate on their report the recommendations that fall outside the scope of the claim.

10. The Contractor shall ensure that its Personnel have the minimum personal protective equipment required at all times and are fully informed of any and all risks and hazards of the workplace that they are attending.

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REFERRAL DISTRIBUTION

11. WorkSafeBC will make referrals to Contractors providing services in the same Service Location based on one or more criteria including without limitation:

    (a) the availability of a Contractor, including the number of available OTs under contract with the Contractor, to provide the Services required;

    (b) changing operational needs and a weighted approach to referrals that accounts for the responsiveness and availability of a Contractor's OTs;

    (c) the ability of a Contractor to meet the specific timelines set out by WorkSafeBC for providing Services to an Injured Worker;

    (d) the proximity of the Contractor to the Injured Worker; and

    (e) specific requests made by either an Injured Worker, WorkSafeBC Officer or health care provider to a WorkSafeBC Officer for a specific Contractor, Occupational Therapist or Rehabilitation Worker of a Contractor providing Services in the Service Location.

REFERRAL PROCESS

12. The Contractor must acknowledge a referral through the WorkSafeBC Provider Portal within 24 hours of WorkSafeBC sending the referral, excluding Saturday, Sunday and British Columbia statutory holidays, by indicating that the referral has been received, reviewed and considered.

13. The Contractor must accept or decline the referral through the WorkSafeBC Provider Portal within one business day of the acknowledge date.

14. If the Contractor has accepted the referral, the Contractor must contact the Injured Worker within one business day of the referral accept date. If an appointment cannot be scheduled, the referral must be placed on "hold" in the Portal with a description of the reason, until such time that a date is obtained.

15. If the Contractor accepts the referral through the WorkSafeBC Provider Portal (with the exception of time sensitive referrals), the Contractor must schedule the initial assessment within ten business days of the date the referral was accepted.

16. If the Contractor is unable to contact the Injured Worker within five business days of the accept date, WorkSafeBC may cancel the referral in the WorkSafeBC Provider Portal.

17. The Contractor shall advise WorkSafeBC through the WorkSafeBC Provider Portal if the Injured Worker fails to attend the appointment or if the appointment has been rescheduled.

18. If the Injured Worker cancels the appointment, the Contractor shall use reasonable efforts to reschedule the appointment within five business days from the date of the original appointment.

19. The Contractor shall contact the Injured Worker the day before the appointment to confirm the appointment details.

20. WorkSafeBC may send referrals to more than one contractor within the Provider Network for the same Injured Worker where each contractor's specific area of expertise is required.

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21. For any referral made by a WorkSafeBC Vocational Rehabilitation Consultant, the Contractor is to use the fee codes listed in Table 2 of Schedule B.

APPROVAL FOR SERVICES

22. The Contractor shall ensure that an Injured Worker has been approved for the occupational therapy Services before providing the Services and ensure that:

    (a) the Injured Worker has been diagnosed with a compensable and accepted work-related injury;

    (b) the Injured Worker has a medical condition with a medical and functional need for occupational therapy;

    (c) the Injured Worker has no health concerns that could contraindicate participation; and

    (d) if WorkSafeBC requests a time sensitive referral, there is significant risk that the Injured Worker will sustain further injury if the Services are not provided immediately, unless otherwise agreed to by WorkSafeBC in its sole discretion.

23. The Contractor shall not provide Services and shall decline the referral if the Contractor reasonably believes that:

    (a) the Injured Worker is unlikely to benefit from occupational therapy services due to barriers that are beyond the scope of the Agreement to resolve (e.g. extreme psychological distress, medication or substance abuse);

    (b) the condition requiring intervention is not compensable under the claim;

    (c) the Injured Worker is currently engaged in another treatment intervention for the same injury (e.g. Occupational Rehabilitation 1 or 2, Return to Work Support Services, Hand Therapy, etc.);

    (d) participation is medically contraindicated due to a medical condition (e.g. labile hypertension, advanced pregnancy, unstable fracture) that would put the Injured Worker at undue risk of harm, even under regular medical supervision;

    (e) the Injured Worker's participation in the Services will place staff or other clients at risk; or

    (f) the compensable condition is beyond the scope of the professional and/ or personal limitations and abilities of the Contractor and its Personnel.

24. If the Contractor is unsure if the claim has been accepted or whether it can provide Services in the circumstances, the Contractor must confirm that WorkSafeBC has approved the Services before proceeding in accordance with the terms set out in the Agreement and the Reference Manual.

25. If the Contractor is approached by an Injured Worker who has not yet initiated a claim, the Contractor shall inform the injured worker that they may contact WorkSafeBC to discuss initiating their claim. The Contractor shall not make specific comments about claim entitlement but may provide the teleclaim number to the injured worker.

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STAFFING REQUIREMENTS, QUALIFICATIONS AND CERTIFICATION

26. Intentionally Deleted.

27. The Contractor shall ensure that **Occupational Therapists** have all of the following qualifications:

    (a) A current member in good standing with COTBC;

    (b) A minimum of two years of experience practicing occupational therapy with individuals with brain injuries, and/or mental health and/or physical injury within the last seven years;

    (c) Completion of a minimum of two courses or conferences in the last seven years in distinct categories for each of the specific Treatment Streams that the OT is providing Services in: physical injury, mental health, and brain injury; and

    (d) A minimum of six months of experience in a return to work setting either as an OT or in another role (e.g. rehabilitation assistant or occupational therapy student) and/or has devised a minimum of two gradual return to work plan(s).

28. If any Occupational Therapist cannot meet the criteria set out in section 27(b) to 27(d), the Contractor may implement a mentorship plan as set out in sections 33 to 36 of Schedule A.

29. Throughout the term of the Agreement, the Contractor shall ensure that all Occupational Therapists attend ongoing education courses/conferences related to the services delivered under this Agreement (physical injury, mental health and/or brain injury).

30. The Contractor shall ensure that **Rehabilitation Workers** have one or both of the following:

    (a) A certificate from a recognized Rehabilitation Assistant Diploma Program or equivalent within the last seven years; OR

    (b) A minimum one year experience under the supervision of an Occupational Therapist or other professional within the last five years.

31. Throughout the term of the Agreement, the Contractor shall ensure that all Rehabilitation Workers attend ongoing education courses/conferences throughout the term of the Agreement related to the services delivered under this Agreement (physical injury, mental health and/or brain injury).

32. The Contractor shall ensure that **Rehabilitation Workers** have the necessary knowledge and skills in working with individuals with brain injuries, mental health and/or physical health disorders. Where a Rehabilitation Worker provides Services under this Agreement, the Contractor shall ensure that all of the following apply:

    (a) OT plans are developed by OTs and the implementation may be delegated to Rehabilitation Workers under the direct supervision of an OT;

    (b) The Rehabilitation Worker is supervised by and has access to the OT to discuss/review changes or strategies to assist the Injured Worker in maximizing independence;

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(c) The Rehabilitation Worker does not perform ADL / IADL tasks for an Injured Worker (e.g. traditional care-aide tasks), but may assist the OT in enabling the Injured Worker to maximize independence;

(d) For unplanned absences, a suitable replacement Rehabilitation Worker must be available to provide Services; and

(e) For planned absences or transfer of care, a timely and effective transition must occur with the new Rehabilitation Worker in order to minimize disruptions for the Injured Worker.

MENTORSHIP

33. The Contractor may facilitate a Mentorship Plan to encourage OTs to develop their skills and knowledge base in the area of occupational therapy and return to work, and to support OTs in acquiring the mandatory experience, competence and expertise for the provision of Services.

34. The Contractor must complete mentorship requests in accordance with the requirements set out in Appendix D – Staffing Checklist - of the Reference Manual, including without limitation any request to replace an OT Mentor or an OT Mentee, and must submit such requests in writing to the Quality Assurance Supervisor or Program Manager in Health Care Programs, for approval in their sole discretion. If a mentorship request is approved, Health Care Programs, in its sole discretion, will determine the duration the mentorship is approved forand will notify the Contractor of the approved duration of the mentorship in writing.

35. The Contractor acknowledges and agrees that to be eligible to provide mentorship under the mentorship program:

(a) The proposed OT Mentee and OT Mentor must be registered and in good standing with the COTBC;

(b) An OT Mentor must be assigned to the OT Mentee for the entire time that the OT Mentee does not meet the criteria set out in sections 27(b) to 27(d);

(c) The OT Mentor must meet the mandatory qualifications under the Agreement for the Treatment Stream(s) for which they are providing mentorship;

(d) The OT Mentor must have a minimum of three years of experience in the last seven years, in the practice area(s) and Treatment Stream(s) that they are providing mentorship in, and one year of return to work experience in the last five years; and

(e) The OT Mentor must be trained in the terms, conditions and expectations of the OT Services Contract and Reference Manual and ensure they are kept up to date in any changes.

36. The Contractor acknowledges and agrees that WorkSafeBC may decline or end a mentorship arrangement at any time in its sole discretion.

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37. The Contractor acknowledges and agrees that the minimum mentorship requirements are as follows:

    (a) The OT Mentor's must ensure that each OT Mentee being mentored is fully oriented to the Services and has a clear understanding of the contractual requirements outlined in both the Agreement and the Reference Manual;

    (b) The OT Mentor must be available to provide ongoing support and feedback regarding problem solving, assessment findings, OT recommendations and plans and reporting within the contractual requirements;

    (c) The OT Mentor must complete a case review with the OT Mentee at the onset of the referral and prior to discharge, as well as on a monthly basis at minimum;

    (d) All reports submitted must be reviewed and co-signed by the OT Mentor prior to submission to WorkSafeBC;

    (e) The OT Mentor must not provide active mentorship to more than three OT Mentees who are being proposed for the Agreement; and

    (f) One OT Mentee may be mentored by a maximum of three OT Mentors.

DESCRIPTION OF OCCUPATIONAL THERAPY SERVICES

38. WorkSafeBC may refer the following Services to the Contractor:

    (a) **Treatment Streams**, which may include (if identified in Schedule C as a Treatment Stream the Contractor has been approved to provide):

        i. Occupational Therapy for Brain Injury (OT-BI);

        ii. Occupational Therapy for Mental Health (OT-MH); and/or

        iii. Occupational Therapy for Physical Injury (OT-PI);

    (b) **Time Sensitive Referrals**, to facilitate hospital discharge, including short-term equipment; and

    (c) **Specialized Assessment Services**, including:

        i. IHMA (Independence and Home Maintenance Allowance)

        ii. PCA (Personal Care Allowance)

TREATMENT STREAMS:

39. **Referral Types**. If identified in Schedule C as a Treatment Stream the Contractor has been approved to provide, WorkSafeBC may make referrals:

    (a) to the Treatment Stream OT-PI when the primary compensable diagnoses and barrier(s) to recovery are related to physical health/injury;

    (b) to the Treatment Stream OT-MH when the primary compensable diagnoses and barrier(s) to recovery are related to mental health; and/or

    (c) to the Treatment Stream OT-BI when the primary compensable diagnoses and barrier(s) to recovery are related to a brain injury.

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40. **Initial Assessment – OT Plan**

(a) Prior to initiating or recommending Services, the Contractor shall complete an initial assessment of the Injured Worker and submit the Initial Assessment Report (form 83D488) (the "**OT Plan**") in accordance with the terms set out in the Reference Manual to WorkSafeBC within three days after the initial assessment.

(b) During the initial assessment, the Contractor shall determine the needs of the Injured Worker and make recommendations based on the objective assessment findings, the Injured Worker's compensable condition(s) and what is medically required and reasonably necessary to treat the compensable condition.

(c) In the OT Plan, the Contractor shall document any and all Services recommended for the Injured Worker including without limitation assistive technology services, treatment and any time sensitive service needs.

(d) The Contractor shall contact the WorkSafeBC Officer within one business day of the initial assessment to communicate the assessment findings and recommendations.

(e) The Contractor acknowledges and agrees with the following:

i. Services may be recommended by the Contractor in cases where the Injured Workers will continue to make objective physical, mental, cognitive and/or functional gains; and

ii. Services shall address the compensable condition(s) and provide time limited, goal oriented and meaningful activity to improve function and independence.

(f) As part of the OT Plan, the Contractor may recommend Services including but not limited to:

i. supported employment services (e.g. behavioral/interpersonal support, compensatory strategies, desensitization therapy);

ii. self-care training (e.g. personal hygiene, dressing, grooming);

iii. wound care management (e.g. pressure mapping, equipment assessment, positioning);

iv. dysphagia management (e.g. swallowing assessment, positioning);

v. community re-integration (e.g. grocery shopping, banking, instrumental activities of daily living);

vi. re-activation/building activity tolerance;

vii. prolonged in vivo exposure in collaboration with the mental health treatment provider; and

viii. return to work (**"RTW"**) services (e.g. job site visits, graduated return to work planning (GRTW) and monitoring).

41. **Initiating Treatment**

(a) The Contractor may proceed with providing Services to an Injured Worker, unless the WorkSafeBC Officer communicates either verbally or in writing that the plan is not approved. If the Contractor does not hear back from the WorkSafeBC Officer within three business days of the initial communication, the Contractor may proceed.

(b) The Contractor shall not provide any Services that have not been identified and approved in the OT Plan.

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(c) Once the OT Plan has been approved, the Contractor may delegate certain tasks of the OT Plan to a Rehabilitation Worker in accordance to the practice guidelines established by the COTBC.

(d) For all extensions of Services, the Contractor shall not provide further Services unless the WorkSafeBC Officer has approved the request as identified in the progress report, either verbally or in writing. If the Contractor does not hear back from the WorkSafeBC Officer within three business days of the communication, the Contractor may proceed.

(e) In the event that the Contractor determines after the initial assessment that the Injured Worker does not require or is not eligible for Services in accordance with this Agreement, then the Contractor shall discharge the Injured Worker immediately.

42. **Treatment Timelines**

(a) Initial treatment block to be a maximum of eight weeks in length, with rationale submitted in a progress report and WorkSafeBC Officer approval required for any subsequent extension blocks.

(b) Extensions of treatment following the first maximum eight week treatment block will continue to be a maximum of eight weeks in length, with rationale for ongoing treatment to be provided in a progress report and WorkSafeBC Officer approval required.

(c) For any treatment file wherein it has been communicated to the Provider by the WorkSafeBC Officer that ongoing maintenance services have been requested and approved, progress reports can be submitted at twelve week intervals.

(d) Progress reports must also be submitted (above and beyond the requirements stipulated above) if there is a significant change in function or circumstance to the previously submitted treatment plan.

(e) A telephone call to the WorkSafeBC Officer with an update is required at minimum five business days prior to the submission of the Progress Report.

JOB SITE VISITS (JSV), GRADUATED RETURN TO WORK (GRTW) PLANS & ERGONOMIC ASSESSMENTS

43. **Job Site Visits**

(a) As part of the OT Plan in any of the Treatment Streams (Treatment Stream OT-PI, Treatment Stream OT-MH, and/or Treatment Stream OT-BI, as applicable), the Contractor may recommend that the Occupational Therapist conduct a job site visit ("**JSV**"). A JSV Report is required within three business days of the JSV. The purpose of the JSV is to identify any issues or concerns with the Injured Worker's job site and recommend modifications to the Injured Worker's job site or tasks to support successful RTW including but not limited to the following:

i. review the Injured Worker's tasks and critical job demands;

ii. explore simple job modifications and RTW options;

iii. consult with the Injured Worker's employer and other relevant stakeholders to establish an appropriate GRTW plan;

Reference only

iv. communicate and educate the employer regarding RTW opportunities;

v. provide ongoing support of a GRTW plan including job coaching/shadowing.

(b) Based on the JSV Report, WorkSafeBC may request that the Contractor submit a GRTW Plan Report (83D202) and if requested, the Contractor shall ensure that the GRTW plan is developed by the Occupational Therapist in consultation with the WorkSafeBC Officer, Injured Worker, the employer, the attending physician and other relevant stakeholders, including other health care providers involved in the Injured Worker's care and acknowledges and agrees that the GRTW plan may include one or more of the following:

i. exploration of the Injured Worker's behavior, emotional, social and functional performance;

ii. consultation with the employer and other relevant stakeholders, to establish an appropriate GRTW plan;

iii. communication/education of the employer regarding RTW opportunities;

iv. development and documentation of a GRTW plan;

v. implementation and monitoring of the GRTW plan;

vi. the recommended work schedule for the Injured Worker with specific dates;

vii. the recommended duties of the Injured Worker.

(c) If the Contractor determines during the JSV that the Injured Worker would benefit from ergonomic equipment, the Contractor must discuss such recommendations with the WorkSafeBC Officer prior to documenting any ergonomic equipment recommendations in the JSV Report or Subsequent JSV Report, as applicable. For clarity, the Contractor is not required to submit an Ergonomic Report (83D543) for this purpose, as the information would be included in the JSV report.

44. **Ergonomic Assessments**

(a) Where Ergonomic Assessment Services are requested in a referral, the Contractor may conduct an Ergonomic Assessment as part of an Injured Worker's Services. The Contractor shall advise the WorkSafeBC Officer of the date and time of the planned Ergonomic Assessment and shall ensure the assessment is completed by an Occupational Therapist

(b) The Contractor shall not submit an Ergonomic Report (83D543) with the same Date of Service as the JSV without prior authorization from Health Care Programs. In the exceptional circumstances where both Services are required on the same date for the same Injured Worker, the Contractor must contact Health Care Programs to obtain authorization prior to completing the additional Services.

(c) The Contractor shall document and review as a part of the Ergonomic Assessment the Injured Worker's critical job tasks and workstation set up as is relevant to conduct the Ergonomic Assessment, and where possible, include photographs.

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(d) If the Contractor determines that the Injured Worker would benefit from ergonomic equipment, the Contractor must, where possible, source locally available items and discuss such recommendations with the WorkSafeBC Officer, including without limitation the anticipated cost of the recommended ergonomic equipment, prior to documenting any ergonomic equipment recommendations in any report.

(e) The Contractor shall complete and submit an Ergonomic Report (83D543) to WorkSafeBC within three Business Days of the Ergonomic Assessment. On request by WorkSafeBC, the Contractor shall submit copies of any photographs taken by the Contractor during the Ergonomic Assessment.

45. **GRTW Plans**

(a) The Contractor acknowledges and agrees that the GRTW plan timelines per Treatment Stream are as follows:

i. **Treatment Stream – OT-BI:**

- GRTW plan duration is expected to be between 4 to 8 weeks in length

ii. **Treatment Stream – OT-MH:**

- GRTW plan duration is expected to be between 4 to 8 weeks in length

iii. **Treatment Stream – OT-PI:**

- GRTW plan duration is expected to be between 4 to 6 weeks in length

(b) For GRTW plans that are longer in duration than the timelines identified above, the Contractor must provide a rationale to the WorkSafeBC Officer prior to submission of the GRTW plan.

(c) The Contractor shall submit the GRTW plan to WorkSafeBC and a copy to the attending physician and other health care providers involved in the Injured Worker's care within ten days of receipt of such request.

(d) The GRTW plan must be approved by the WorkSafeBC Officer prior to the Injured Worker commencing the GRTW plan.

(e) If a GRTW plan is approved by WorkSafeBC, the Contractor shall:

i. work with an existing or new interdisciplinary team to achieve the best outcomes for the Injured Worker;

ii. provide a minimum of weekly communication with the Injured Worker and the WorkSafeBC Officer. If indicated, it is expected that the OT update the attending physician and any other health care provider involved with the Injured Worker's rehabilitation;

iii. ensure that all GRTW monitoring is completed by the Occupational Therapist;

iv. obtain verbal approval from WorkSafeBC for any extension to the GRTW plan; and

v. submit a subsequent GRTW plan should there be any changes (including extensions) to the original Plan.

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REHABILITATION WORKER (RW) INVOLVEMENT

46. The Contractor may recommend to WorkSafeBC the involvement of a Rehabilitation Worker to WorkSafeBC in Treatment Stream OT-PI, Treatment Stream OT-MH, and Treatment Stream OT-BI to assist with carrying out the OT's rehabilitation plan. The goal of RW involvement must remain in line with the overall OT treatment goals of functional restoration, maximizing independence, and return to work. Recommendations for RW involvement must be justified in the Initial Assessment Report (83D488), as well as subsequent Progress Report (83D487). The Contractor may only use a Rehabilitation Worker where WorkSafeBC provides approval to do so.

EQUIPMENT/AIDS & MODIFICATIONS:

47. Under all Treatment Streams and time sensitive referrals, the Contractor may recommend basic equipment/aids for a compensable injury to WorkSafeBC. Unless otherwise stated in this Agreement or the Reference Manual, the Contractor must obtain approval from WorkSafeBC prior to purchasing or ordering any equipment/aids.

48. Under Treatment Stream OT-PI and Treatment Stream OT-BI, as well as time sensitive referrals, the Contractor may recommend advanced equipment/aids, major home modifications and/or vehicle modifications for a compensable injury to WorkSafeBC. Unless otherwise stated in this Agreement or the Reference Manual, the Contractor must obtain approval from WorkSafeBC prior to purchasing or ordering any equipment/aids.

49. Notwithstanding the above, the Contractor acknowledges and agrees with the following:

    (a) Equipment may be recommended by the Contractor in cases where the Injured Worker may benefit, either physically or cognitively, from the use of aids or adaptive strategies to increase their independence following a compensable injury;

    (b) Equipment may be any item, piece of equipment or product system whether acquired commercially off the shelf, modified, or customized that is used to increase, maintain or improve functional capabilities of individuals with disabilities;

    (c) Equipment services shall include assessment of the Injured Worker's need for various types of adaptive equipment, the successful implementation of that equipment and an assessment of the need for home and/or vehicle modifications;

    (d) WorkSafeBC may from time to time have contracts with various suppliers and equipment vendors and, if the Contractor is required to purchase supplies or equipment, it will first contact WorkSafeBC to verify whether it has an existing agreement with a supplier or vendor and if so, purchase such supplies or equipment from such supplier or vendor;

    (e) The Contractor shall ensure that the appropriate equipment is provided to the Injured Worker and that the Injured Worker is adequately educated on the safe use and storage of the equipment;

    (f) As part of the OT plan, the Contractor may recommend modifications to an Injured Worker's home in cases where the compensable injury renders an Injured Worker incapable of accessing his or her home and such modifications

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will likely make the home more accessible and functional for the Injured Worker;

(g) If home equipment or modifications are recommended in the OT plan and approved by WorkSafeBC, WorkSafeBC will arrange for the authorized modifications to be completed. The Contractor shall not construct or install any equipment that needs to be fixed to a building or any home modifications or make arrangements for such construction or installation;

(h) As part of the OT plan, the Contractor may recommend modifications to an Injured Worker's vehicle or a new vehicle in cases where the compensable injury prevents the Injured Worker from being able to access or operate his or her vehicle independently and such modifications or new vehicle will enable the Injured Worker to access and operate his or her vehicle independently;

(i) If vehicle equipment or modifications are recommended in the OT plan and approved by WorkSafeBC, WorkSafeBC will arrange for the authorized modifications to be completed. The Contractor shall not construct or install any equipment that needs to be fixed to a vehicle or vehicle modifications or arrange for such construction or installation; and

(j) If the Injured Worker is required to complete a formal driving assessment, the Contractor shall advise WorkSafeBC of this requirement in the OT plan and identify the need for such driving assessment and, if approved, WorkSafeBC will arrange for the driving assessment to be completed.

TIME SENSITIVE REFERRALS

50. From time to time, a WorkSafeBC Officer may make referrals to the Contractor on an urgent or expedited basis in cases where there is a significant risk that the Injured Worker will sustain further injury if the Services are not provided immediately (such as hospital discharges).

51. All Services related to the time sensitive referral, including the assessment, intervention, follow up visit (if required), communication and submission of the OT Initial Assessment Report (83D488) must be completed as soon as possible and no later than six calendar days from the date that the time sensitive referral is received by the Contractor.

52. If WorkSafeBC makes a time sensitive referral and, in the Contractor's opinion, there isn't significant risk that the Injured Worker will sustain further injury if the Services are not provided immediately, the Contractor must advise the WorkSafeBC Officer and request a referral in the regular Treatment Stream. Notwithstanding this, the WorkSafeBC Officer may decide to proceed by way of a time sensitive referral and if so, the Contractor shall provide Services in accordance with the timelines for a time sensitive referral.

53. If, during the time sensitive assessment, the Contractor identifies that additional Services are required, the Contractor must request approval from the WorkSafeBC Officer to proceed and document the additional Services requested in the next progress report.

54. The Contractor shall invoice for time sensitive referrals in accordance with the fees set out in Schedule B. The Contractor will only be paid time sensitive fees for those referrals identified as "**Time Sensitive**" by the WorkSafeBC Officer and for those Services that are necessary to address the urgent situation, as determined by WorkSafeBC in its sole discretion.

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55. With respect to the purchase of equipment for time sensitive referrals:

    (a) an Occupational Therapist is pre-authorized to use their professional discretion to order equipment where immediate and/or temporary equipment needs are identified during a time sensitive assessment to ensure the Worker's safety, provided that the total cost of all equipment does not exceed $1,000.00;

    (b) if the Contractor believes that the Injured Worker may need equipment that collectively exceeds $1,000.00, the Contractor shall contact the WorkSafeBC Officer prior to the assessment to obtain verbal authorization to purchase the equipment;

    (c) if the Injured Worker requires equipment and/or treatment that will be:

        i. initiated more than six days after the date that the time sensitive referral is received by the Contractor; or

        ii. will be required for more than one calendar month, (i.e. power wheelchair, home modifications, ongoing treatment, etc.) after the date of the time sensitive referral is received by the Contractor,

    such equipment and/ or treatment shall not be included in the time sensitive referral but rather, the Contractor shall advise WorkSafeBC that further Services outside of the time sensitive referral are recommended and such further Services shall be invoiced by the Contractor under regular fees set out in Schedule B, if applicable and if approved by WorkSafeBC.

56. The Contractor acknowledges that WorkSafeBC will not be liable for time sensitive services or equipment rendered in cases where such Services and/or equipment are unreasonable, excessive, not medically necessary or not compensable under the WCA. If the Contractor is unsure whether such Services and equipment will be covered by WorkSafeBC, the Contractor shall contact the WorkSafeBC Officer to discuss such Services and equipment and obtain prior approval.

TRANSPORTATION OF INJURED WORKERS

57. Unless otherwise directed and approved by WorkSafeBC in accordance with section 58 below, the Contractor shall not transport Injured Workers in its vehicle or the vehicle of its Personnel but may accompany Injured Workers in a taxi or other public transportation.

58. The WorkSafeBC Officer may in special circumstances approve the Contractor or one or more Personnel of the Contractor to transport an Injured Worker in the Contractor's vehicle or the vehicle of such approved Personnel provided that:

    (a) the vehicle used has a minimum of $5,000,000.00 in third party liability insurance;

    (b) the driver has a Class 5 driver's license; and

    (c) the vehicle used for transporting the Injured Worker is appropriate for the needs of the Injured Worker and in good repair.

OT VISITS

59. For the purpose of this section 59 and of section 60, an "**OT Visit**" is a visit to the Injured Worker's residence, care facility, hospital, community setting, and/or worksite. The Contractor may, from time to time, receive a request by the WorkSafeBC Officer

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to make an OT Visit. The Contractor shall ensure that Rehabilitation Workers do not attend team meetings.

60. The Contractor acknowledges and agrees that an OT Visit must not be performed by a Rehabilitation Worker.

TELEHEALTH

61. Subject to sections 62 to 64 below, the Contractor may deliver Services to an Injured Worker using Telehealth Delivery, provided that the Contractor complies at all times with WorkSafeBC's Telehealth Treatment Guidelines, as the same may be updated from time to time at the sole discretion of WorkSafeBC by issuing a bulletin to the Provider Network.

62. The Contractor must submit a proposal to the WorkSafeBC Officer setting out its treating plan for providing the Services using Telehealth Delivery and the frequency at which the sessions are to be provided within the treatment plan.

63. The Contractor must provide in person treatment sessions at minimum every four weeks, unless WorkSafeBC provides approval otherwise.

64. The Contractor may not deliver an initial assessment via Telehealth Delivery, and may only provide a discharge session via Telehealth Delivery with the prior verbal approval of the WorkSafeBC Officer.

65. The Contractor releases WorkSafeBC from any liability whatsoever related to the delivery of Services to an Injured Worker using Telehealth Delivery. The Contractor acknowledges that the provisions of the Agreement with respect to confidentiality and privacy apply to the delivery of Services to Injured Workers using Telehealth Delivery, and shall be solely responsible for complying with any guidelines provided by WorkSafeBC regarding the use of Telehealth Delivery, any rules, restrictions or standards of practice imposed by the Personnel's governing body governing telehealth, and any professional licensing requirements for Telehealth Delivery.

DISCHARGE

66. The Contractor shall verbally discuss its discharge plans with the WorkSafeBC Officer at least five business days prior to discharging the Injured Worker.

67. The Contractor shall prepare a Discharge Report (83D486) and submit the Discharge Report to WorkSafeBC through the WorkSafeBC Provider Portal within three business days of discharging the Injured Worker and shall include in the Discharge Report any updates regarding the status of the Injured Worker and Services provided.

REPORTING REQUIREMENTS

68. The Contractor shall comply with all of the reporting requirements set out in the Agreement and the Reference Manual and shall submit such reports as directed by WorkSafeBC from time to time within the timelines set out in the Agreement and the Reference Manual and, where there is no specific timeline, in a timely manner.

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SERVICE QUALITY AND PERFORMANCE MANAGEMENT

69. WorkSafeBC may administer an external quality control process, including reporting on the key performance indicators of the providers in the Provider Network. The Contractor must meet the following key performance indicators:

    (a) acknowledging 95% of referrals received through the WorkSafeBC Provider Portal within one business day of receipt;

    (b) accepting or declining all referrals within one business day of acknowledgement;

    (c) conducting 95% of initial assessments within the timeline identified in this Agreement;

    (d) achieving a RTW outcome within 15% of the measured average of the Provider Network for the specific Treatment Stream, as measured by the Injured Worker's claim status at 30 and 60 days post-discharge, and/or functional improvement as measured by comparing function pre- to post- Services; and

    (e) submitting 95% of reports to WorkSafeBC within the timeframes specified in this Agreement and Reference Manual.

70. Without limiting the generality of section 69, WorkSafeBC may review the Services for quality assurance factors and quality concerns including but not limited to:

    (a) ability to take new referrals;

    (b) Injured Worker satisfaction ratings;

    (c) quality and completeness of reports submitted;

    (d) effectiveness of Services (e.g., improvement in Injured Worker functioning);

    (e) effectiveness of collaboration with other health care workers and stakeholders involved in an Injured Worker's care;

    (f) number and nature of complaints made against the Contractor;

    (g) incomplete reporting;

    (h) indications that treatment is focused on non-compensable issues;

    (i) lack of objective, measurable treatment goals;

    (j) lack of indicators of treatment progress;

    (k) inappropriate treatment frequency; and

    (l) late submission of reports.

71. WorkSafeBC may add additional key performance indicators to section 69 and quality assurance factors to section 70 during the Term in order to ensure appropriate evaluation of the delivery of Services and to ensure service standards meet WorkSafeBC requirements. WorkSafeBC shall provide the Contractor with 30 days written notice of any changes to the key performance indicators or quality assurance factors.

72. Where the Contractor does not meet the required key performance indicators under sections 69 or 70, or where a Services review under section 71 reveals a matter of concern to WorkSafeBC, as determined at WorkSafeBC's sole discretion, WorkSafeBC may require the Contractor to develop a corrective action plan acceptable to

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WorkSafeBC that sets out how the Contractor will address the performance issues to the satisfaction of WorkSafeBC, and a date by which the Contractor must meet the required performance standards. While WorkSafeBC may choose to work with the Contractor to resolve any performance quality issues determined to exist under sections 69, 70 or 71, WorkSafeBC is not required to do so and may exercise its rights of termination under sections 3.3 and 3.4 and rights of suspension under section 3.6 of the Agreement.

Reference Only

SCHEDULE B – FEE SCHEDULE AND ADDITIONAL FEE INFORMATION

FEE CODE	SERVICE DESCRIPTION	BUSINESS RULES	DATE OF SERVICE:	
		BUSINESS RULES APPLICABLE TO ALL FEE CODES LISTED:	_____ to Dec 14, 2022	Dec 15, 2022 to Dec 14, 2023
TABLE 1 - FEE SCHEDULE FOR OT REFERRALS <u>WITH THE EXCEPTION OF THOSE MADE BY A VRC</u>				
1245952	OT-PI Referral Fee	• Maximum once per claim per payee per admission to OT-PI Services. • Includes all communication required to set up the referral and the Telephone Consultation Fee is not billable for these same services. • Not billable in conjunction with Time Sensitive Referral fee.	$55.00 Flat fee	$55.00 Flat fee
1245953	OT-MH Referral Fee	• Maximum once per claim per payee per admission to OT-MH Services. • Includes all communication required to set up the referral and the Telephone Consultation Fee is not billable for these same services. • Not billable in conjunction with Time Sensitive Referral fee.	$55.00 Flat fee	$55.00 Flat fee
1245954	OT-BI Referral Fee	• Maximum once per claim per payee per admission to OT-BI Services. • Includes all communication required to set up the referral and the Telephone Consultation Fee is not billable for these same services. • Not billable in conjunction with Time Sensitive Referral fee.	$55.00 Flat fee	$55.00 Flat fee

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TABLE 1 - FEE SCHEDULE FOR OT REFERRALS <u>WITH THE EXCEPTION OF THOSE MADE BY A VRC</u>				
1245955	Initial Assessment Visit (OT-PI, OT-MH, OT-BI)	• Only paid once per claim per payee per admission to OT-PI, OT-MH or OT-BI Services. • Payable only upon receipt of Initial Assessment Report (83D488) by WorkSafeBC. • Only paid for time of direct care. • Billable in fractional units (1/4 hour fractional).	$112.00 Per hour 3 hours max	$112.00 Per hour 3 hours max
1245956	Initial Assessment Report (OT-PI, OT-MH, OT-BI)	• Maximum one per claim per payee per admission to OT Services. • Payable upon receipt of Initial Assessment Report (83D488). • Deduction of timely report fee will be applied if report is received more than three business days of initial assessment date.	$260.00 Flat fee (inclusive of $70 timely report fee)	$260.00 Flat fee (inclusive of $70 timely report fee)
1245957	OT Visit – Treatment (OT-PI, OT-MH, OT-BI)	• Must be performed by an Occupational Therapist. • An OT Visit and a Rehabilitation Worker Visit may only be billed on the same day for supervisory purposes. • Equipment and home/vehicle modification-related visits and follow-up are included within OT Visit - Treatment. • **OT-PI/OT-MH:** Maximum two hours per visit in the OT-PI and OT-MH Treatment Streams. • **OT-BI**: Maximum of 3 hours per visit. • Billable for direct care time only. • Billable in fractional units (1/4 hour fractional).	$112.00 Per hour	$112.00 Per hour

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TABLE 1 - FEE SCHEDULE FOR OT REFERRALS <u>WITH THE EXCEPTION OF THOSE MADE BY A VRC</u>				
1245958	Rehabilitation Worker Visit	• Maximum four hours per visit, no minimum. • Billable in fractional units (1/4 hour fractional).	$55.00 Per hour 4 hours max	$55.00 Per hour 4 hours max
1245959	OT Treatment - Indirect Care	• Billable for time spent providing Services for Injured Workers participating in OT treatment that does not involve direct contact with the Injured Worker (i.e. communication, preparing for treatment sessions, supervision of the Rehabilitation Worker plan, etc.). **During OT Treatment or OT RTW Support:** • Up to a maximum of one hour, no min., for every three OT treatment or OT RTW support visits. • Billable in fractional units (1/4 hour fractional). **For RW Planning/Oversight:** • Up to a maximum of one hour, no min., for every twelve Rehabilitation Worker Visits. • This would include all indirect time required to devise/monitor/update the RW plan as well as telephone communication with the RW. • Billable in fractional units (1/4 hour fractional).	$112.00 Per hour 1 hour max per three OT sessions and 1 hour max per 12 RW sessions	$112.00 Per hour 1 hour max per three OT sessions and 1 hour max per 12 RW sessions

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TABLE 1 - FEE SCHEDULE FOR OT REFERRALS <u>WITH THE EXCEPTION OF THOSE MADE BY A VRC</u>				
1245960	Telephone Consultation	• Billable for communication time regarding Services, discharge planning, and/or related Service matters only & must be documented in clinical notes. • Billable for additional communication time with the Rehabilitation Worker for oversight of RW plan. • Billable during OT treatment and when the Injured Worker is on a GRTW for the following consultations: - Calls to/from a WorkSafeBC Officer ***(with the exception of a VRC for which a separate fee code is to be used – see below)***. - Calls to/from employer. - Calls with a health care provider. - Calls to Injured Workers and/or to the family/guardian as part of the service plan. - Calls to approved equipment vendors to discuss specific Injured Worker needs. • Billable in fractional units for *accumulated* time of fifteen minutes or longer. **Not billable for:** • Scheduling calls, billing inquiries, administrative and/or payment issues. Any communications covered in the referral fee. • Calls to equipment vendors for general product research. • Any communication covered under the time sensitive referral.	$112.00 Per hour	$112.00 Per hour
1245961	Telephone Consultation – Vocational Rehabilitation Consultant (VRC)	• Billable during OT treatment and OT RTW (when the Injured Worker is on a GRTW) for all telephone consultations with an involved Vocational Rehabilitation Consultant (VRC) from WorkSafeBC. • Billable in fractional units (1/4 hour fractional).	$112.00 Per hour	$112.00 Per hour

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TABLE 1 - FEE SCHEDULE FOR OT REFERRALS <u>WITH THE EXCEPTION OF THOSE MADE BY A VRC</u>				
1245962	Progress Report (OT-PI, OT-MH, OT-BI)	• Payable only upon receipt of Progress Report (83D487). • Progress Reports are to be submitted every eight weeks if the Injured Worker is engaging in OT treatment, unless otherwise indicated by the WorkSafeBC Officer. • Please see Reference Manual for additional details regarding reporting timelines. • Billable in fractional units (1/4 hour fractional).	$112.00 Per hour 1.5 hour max	$112.00 Per hour 1.5 hour max
1245963	Initial/ Subsequent JSV Report	• Payable only upon receipt of JSV Report (83D201) which must be received within three business days of the JSV. • Multiple JSV Reports are payable per claim. • Only the initial JSV report is billable up to 1.5 hours max. Any subsequent JSV report is billable up to 1 hour max. • Billable in fractional units (1/4 hour fractional). • Report must be received within three business days of the JSV. JSV date is day zero. • Not billable concurrently with Progress Report (83D487) or GRTW Plan Report (83D202) on the same date of service.	$112.00 Per hour 1.5 hour max	$112.00 Per hour 1.5 hour max
1245964	GRTW Plan Report	• Payable only upon receipt of GRTW Plan Report (83D202) which must be received within ten business days of the GRTW request from the WorkSafeBC Officer. • Multiple GRTW Plan Reports are payable per claim. • Billable in fractional units (1/4 hour fractional). • Not billable concurrently with Progress Report (83D487) or subsequent JSV (83D201) on the same date of service.	$112.00 Per hour 1 hour max	$112.00 Per hour 1 hour max

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TABLE 1 - FEE SCHEDULE FOR OT REFERRALS <u>WITH THE EXCEPTION OF THOSE MADE BY A VRC</u>				
1262848	Ergonomic Assessment and Report	• Flat fee payable for all services to conduct an Ergonomic Assessment and complete and submit an Ergonomic Report (form 83D543); • Eligible to be invoiced when the Ergonomic Report (83D543) is received by WorkSafeBC; • Timely completion bonus of $55.00 will be added to the fee if the Ergonomic Report, meeting the requirements of Schedule A, is received within the timeline set out in Schedule A; • Not payable for same service date as JSV or subsequent JSV.	$250.00 (inclusive of $55.00 timely report fee)	$250.00 (inclusive of $55.00 timely report fee)
1245965	OT RTW Support (OT-PI, OT-MH, OT-BI)	• Must be performed by an Occupational Therapist. • Billable for all in-person Services that take place *after* the Injured Worker has initiated and is engaged in the GRTW component of treatment. • Specifically, OT RTW Support to be billed in place of OT Visit - Treatment (1245957) when the Injured Worker has initiated the GRTW component of treatment. • This fee can only be billed for in person visits with the Injured Worker present (including visits to the jobsite). • Telephone consultation time is captured under fee code 1245960, or fee code 1245961 (the latter if consultation takes place with a VRC). • This does not include time spent on the JSV Report/Subsequent JSV Report and GRTW Plan Report (which are billable as separate services). • Billable in fractional units (1/4 hour fractional).	$112.00 Per hour	$112.00 Per hour

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		BUSINESS RULES APPLICABLE TO ALL FEE CODES LISTED:	_____ to Dec 14, 2022	Dec 15, 2022 to Dec 14, 2023
TABLE 1 - FEE SCHEDULE FOR OT REFERRALS <u>WITH THE EXCEPTION OF THOSE MADE BY A VRC</u>				
1245966	Discharge Report (OT-PI, OT-MH, OT-BI)	• Payable only following receipt of Discharge Report (83D486) • Report must be received within three business days of discharge date. • Not payable for time sensitive referrals or when Injured Workers are considered assess only. • Discharge date is equal to day zero for the purpose of calculating the Discharge Report due date. • Billable in fractional units (1/4 hour fractional).	$112.00 Per hour 1.5 hour max	$112.00 Per hour 1.5 hour max
1245967	IHMA OR PCA Assessment and Report	• Maximum one of each assessment per claim per payee per admission to OT Services. • Cannot be billed on the same day as Initial Assessment (83D488). • Payable upon receipt of IHMA (83M102) and/or PCA Report (25M95). • Deduction of timely report fee will be applied if report is received more than three business days of IHMA or PCA assessment date.	$400.00 Flat Fee (inclusive of $70 timely report fee)	$400.00 Flat Fee (inclusive of $70 timely report fee)
1245968	OT - Vehicle Modification Report	• Payable upon receipt of Vehicle Modification Assessment (83M10). • Deduction of timely report fee will be applied if report is received more than three business days of vehicle assessment date.	$260.00 (inclusive of $70 timely report fee)	$260.00 (inclusive of $70 timely report fee)

Reference Only

SCHEDULE B – FEE SCHEDULE AND ADDITIONAL FEE INFORMATION

FEE CODE	SERVICE DESCRIPTION	BUSINESS RULES	DATE OF SERVICE:	
		BUSINESS RULES APPLICABLE TO ALL FEE CODES LISTED:	_____ to Dec 14, 2022	Dec 15, 2022 to Dec 14, 2023
TABLE 1 - FEE SCHEDULE FOR OT REFERRALS <u>WITH THE EXCEPTION OF THOSE MADE BY A VRC</u>				
1245969	Time Sensitive Referral	• Flat fee is inclusive of all communication, referral fee, OT assessment, follow-up visit if required, submission of Initial Assessment Report (83D488), which must be completed and submitted within six calendar days of the verbal referral date. • Verbal referral date is equal to day zero for the purpose of calculating the report due date. • Services must only be provided by an OT. • Verbal referral must be identified as time sensitive by the WorkSafeBC Officer in order to invoice for the Time Sensitive Referral fee. • Deduction of Time Sensitive Referral fee of $265 will be applied where all Services including receipt of the Initial Assessment Report are not completed with within six calendar days of time sensitive referral. • No fee is payable until all services are completed and the Initial Assessment Report is received.	$1100.00 Flat fee (inclusive of $265 time sensitive referral fee)	$1100.00 Flat fee (inclusive of $265 time sensitive referral fee)

Reference Only

SCHEDULE B – FEE SCHEDULE AND ADDITIONAL FEE INFORMATION

FEE CODE	SERVICE DESCRIPTION	BUSINESS RULES	DATE OF SERVICE:	
		BUSINESS RULES APPLICABLE TO ALL FEE CODES LISTED:	_____ to Dec 14, 2022	Dec 15, 2022 to Dec 14, 2023
TABLE 1 - FEE SCHEDULE FOR OT REFERRALS <u>WITH THE EXCEPTION OF THOSE MADE BY A VRC</u>				
1245970	OT Travel Time	• Fees for travel are inclusive of time and distance. • Travel time is measured from the shortest distance of OT departure to the final destination (e.g. can be the OT clinic, location of prior appointment, or the OT's home, depending on the shortest distance to the final destination) • Travel time is separate from the time spent performing the Services, therefore, the Contractor cannot invoice for travel time and any other service fee for the same time. • The maximum billable travel time shall be based on the most direct route to travel to the Injured Worker and only within the Contractor's Service Location code. • Travel Time is only billable for travel within the Contractor's assigned Service Location code. • Travel time for Services provided by OTs outside the Contractor's Service Location code requires pre-approval by health care programs, and where approved travel time for the OT shall be billable only for the time spent within the Contractor's Service Location code. • Billable in fractional units (1/4 hour fractional).	$112.00 Per hour	$112.00 Per hour

Reference Only

SCHEDULE B – FEE SCHEDULE AND ADDITIONAL FEE INFORMATION

FEE CODE	SERVICE DESCRIPTION	BUSINESS RULES	DATE OF SERVICE:	
		BUSINESS RULES APPLICABLE TO ALL FEE CODES LISTED:	_____ to Dec 14, 2022	Dec 15, 2022 to Dec 14, 2023
TABLE 1 - FEE SCHEDULE FOR OT REFERRALS <u>WITH THE EXCEPTION OF THOSE MADE BY A VRC</u>				
1245971	Rehabilitation Worker Travel Time	• Fees for travel are inclusive of time and distance. • Travel time is measured from the shortest distance of RW departure to the final destination (e.g. can be the RW's clinic, location of prior appointment, or the RW's home, depending on the shortest distance to the final destination) • Travel time is separate from the time spent performing the Services, therefore, the Contractor cannot invoice for travel time and any other service fee for the same time. • The maximum billable travel time shall be based on the most direct route to travel to the Injured Worker and only within the Contractor's Service Location code. • Travel time is only billable for travel within the Contractor's assigned Service Location code. • Travel time for Services provided by Rehabilitation Workers outside the Contractor's Service Location code requires pre-approval by health care programs, and where approved travel time for the Rehabilitation Worker shall be billable only for the time spent for travel within the Contractor's Service Location code. • Billable in fractional units (1/4 hour fractional).	$55.00 Per hour	$55.00 Per hour
1245972	Pre-Authorized Travel Expenses	• Intended to reimburse for exceptional circumstances where airfare, accommodations, meals, of vehicle rental is required. • Billable with verbal pre-authorization from the WorkSafeBC Officer. • Original receipts supporting the expenses must be submitted via the Provider Portal.	As pre-authorized	As pre-authorized

Reference Only

SCHEDULE B – FEE SCHEDULE AND ADDITIONAL FEE INFORMATION

FEE CODE	SERVICE DESCRIPTION	BUSINESS RULES	DATE OF SERVICE:	
		BUSINESS RULES APPLICABLE TO ALL FEE CODES LISTED:	_____ to Dec 14, 2022	Dec 15, 2022 to Dec 14, 2023
TABLE 1 - FEE SCHEDULE FOR OT REFERRALS <u>WITH THE EXCEPTION OF THOSE MADE BY A VRC</u>				
1245973	Pre-Authorized Facility Fees	• Billable with verbal pre-authorization from the WorkSafeBC Officer. • Includes community centers, public swimming pools, other exercise facilities or bus passes for transit training. • Original receipts supporting the expenses must be submitted via the Provider Portal.	Reimbursed at the cost of the admission fee; Max of 22 visits, or 3 months, whichever is less	Reimbursed at the cost of the admission fee; Max of 22 visits, or 3 months, whichever is less
1245974	OT Treatment – Worker Not Available	• Billable for scheduled visit time where the Injured Worker is unavailable. • Billable only when the Occupational Therapist has already departed for the appointment and the Injured Worker does not attend the appointment. • Maximum one hour per visit, no minimum. • Not billable for late or cancelled visits. Billable in fractional units (1/4 hour fractional).	$112.00 Per hour 1 hour max	$112.00 Per hour 1 hour max
1245975	Rehabilitation Worker – Worker Not Available	• Billable for scheduled visit time where the Injured Worker is unavailable. • Billable only when the Occupational Therapist has already departed for the appointment and the Injured Worker does not attend the appointment. • Maximum one hour per visit, no minimum. • Not billable for late or cancelled visits. Billable in fractional units (1/4 hour fractional).	$55.00 Per hour 1 hour max	$55.00 Per hour 1 hour max
1245976	OT-PI Discharge Fee	• Billed once per claim. • Date of Service (DOS) would be considered the date of discharge from all services	$10.00 flat fee	$10.00 flat fee
1245977	OT-MH Discharge Fee	• Billed once per claim. • Date of Service (DOS) would be considered the date of discharge from all services.	$10.00 flat fee	$10.00 flat fee
1245978	OT-BI Discharge Fee	• Billed once per claim. • Date of Service (DOS) would be considered the date of discharge from all services.	$10.00 flat fee	$10.00 flat fee

Reference Only

SCHEDULE B – FEE SCHEDULE AND ADDITIONAL FEE INFORMATION

FEE CODE	SERVICE DESCRIPTION	BUSINESS RULES	DATE OF SERVICE:	
		BUSINESS RULES APPLICABLE TO ALL FEE CODES LISTED:	_____ to Dec 14, 2022	Dec 15, 2022 to Dec 14, 2023
TABLE 1 - FEE SCHEDULE FOR OT REFERRALS <u>WITH THE EXCEPTION OF THOSE MADE BY A VRC</u>				
1245979	OT Telehealth Services	• Must be performed by an Occupational Therapist. • Maximum two hours per visit. • Billable for direct care treatment time only – not billable for initial assessment or discharge session. • Billable in fractional units (1/4 hour fractional).	$112.00 Per hour 2 hour max	$112.00 Per hour 2 hour max
1245980	OT Pre-Authorized Basic Aids/ Equipment	• For equipment/aids that that cannot be invoiced via a WorkSafeBC approved vendor, and that are related to the compensable injury and have been approved by the WorkSafeBC Officer. • See Schedule A and Reference Manual for details. • Pre-authorized equipment must also be medically justified in the relevant OT report. • Original receipts supporting the expense must be submitted via the Provider Portal.	As pre-authorized by the WorkSafeBC Officer up to the maximum of $50 per Injured Worker per referral	As pre-authorized by the WorkSafeBC Officer up to the maximum of $50 per Injured Worker per referral

Reference Only

SCHEDULE B – FEE SCHEDULE AND ADDITIONAL FEE INFORMATION

FEE CODE	SERVICE DESCRIPTION	BUSINESS RULES	DATE OF SERVICE:	
		BUSINESS RULES APPLICABLE TO ALL FEE CODES LISTED:	_____ to Dec 14, 2022	Dec 15, 2022 to Dec 14, 2023
TABLE 2 - FEE SCHEDULE FOR OT REFERRALS <u>MADE BY A VRC</u>				
1245987	(VR) OT - PI Referral Fee	• Maximum once per claim per payee per admission to OT-PI Services. • Includes all communication required to set up the referral and the Telephone Consultation Fee is not billable for these same services. • Not billable in conjunction with Time Sensitive Referral fee.	$55.00 Flat fee	$55.00 Flat fee
1245988	(VR) OT- MH Referral Fee	• Maximum once per claim per payee per admission to OT-MH Services. • Includes all communication required to set up the referral and the Telephone Consultation Fee is not billable for these same services. • Not billable in conjunction with Time Sensitive Referral fee.	$55.00 Flat fee	$55.00 Flat fee
1245989	(VR) OT - BI Referral Fee	• Maximum once per claim per payee per admission to OT-BI Services. • Includes all communication required to set up the referral and the Telephone Consultation Fee is not billable for these same services. • Not billable in conjunction with Time Sensitive Referral fee.	$55.00 Flat fee	$55.00 Flat fee
1245990	(VR) OT Initial Assessment Visit (OT-PI, OT-MH, OT-BI)	• Only paid once per claim per payee per admission to OT-PI, OT-MH or OT-BI Services. • Payable only upon receipt of Initial Assessment Report (83D488) by WorkSafeBC. • Only paid for time of direct care. • Billable in fractional units (1/4 hour fractional).	$112.00 Per hour 3 hours max	$112.00 Per hour 3 hours max

Reference Only

SCHEDULE B – FEE SCHEDULE AND ADDITIONAL FEE INFORMATION

FEE CODE	SERVICE DESCRIPTION	BUSINESS RULES	DATE OF SERVICE:	
		BUSINESS RULES APPLICABLE TO ALL FEE CODES LISTED:	_____ to Dec 14, 2022	Dec 15, 2022 to Dec 14, 2023
TABLE 2 - FEE SCHEDULE FOR OT REFERRALS <u>MADE BY A VRC</u>				
1245991	(VR) OT Initial Assessment Report (OT-PI, OT-MH, OT-BI)	• Maximum one per claim per payee per admission to OT Services. • Payable upon receipt of Initial Assessment Report (83D488). • Deduction of timely report fee will be applied if report is received more than three business days of initial assessment date.	$260.00 Flat fee (inclusive of $70 timely report fee)	$260.00 Flat fee (inclusive of $70 timely report fee)
1245992	(VR) OT Visit - Treatment (OT-PI, OT-MH, OT-BI)	• Must be performed by an Occupational Therapist. • Equipment and home/vehicle modification-related visits and follow-up are included within OT Visit - Treatment. • **OT-PI/OT-MH:** Maximum two hours per visit in the OT-PI and OT-MH Treatment Streams. • **OT-BI**: Maximum of three hours per visit. • Billable for direct care time only. • Billable in fractional units (1/4 hour fractional).	$112.00 Per hour	$112.00 Per hour
1245993	(VR) Rehabilitation Worker Visit	• Maximum four hours per visit, no minimum. • Billable in fractional units (1/4 hour fractional).	$55.00 Per hour 4 hours max	$55.00 Per hour 4 hours max

Reference Only

SCHEDULE B – FEE SCHEDULE AND ADDITIONAL FEE INFORMATION

FEE CODE	SERVICE DESCRIPTION	BUSINESS RULES	DATE OF SERVICE:	
		BUSINESS RULES APPLICABLE TO ALL FEE CODES LISTED:	_____ to Dec 14, 2022	Dec 15, 2022 to Dec 14, 2023
TABLE 2 - FEE SCHEDULE FOR OT REFERRALS <u>MADE BY A VRC</u>				
1245994	(VR) OT Treatment – (Indirect Care)	• Billable for time spent providing Services for Injured Workers participating in OT treatment that does not involve direct contact with the Injured Worker (i.e. communication, preparing for treatment sessions, supervision of the Rehabilitation Worker plan, etc.). **During OT Treatment or OT RTW Support:** • Up to a maximum of one hour, no min., for every three OT treatment or OT RTW support visits. • Billable in fractional units (1/4 hour fractional). **For RW Planning/Oversight:** • Up to a maximum of one hour, no min., for every twelve Rehabilitation Worker visits. • This would include all indirect time required to devise/monitor/update the RW plan as well as telephone communication with the RW. • Billable in fractional units (1/4 hour fractional).	$112.00 Per hour 1 hour max per three OT sessions and 1 hour max per 12 RW sessions	$112.00 Per hour 1 hour max per three OT sessions and 1 hour max per 12 RW sessions

Reference Only

SCHEDULE B – FEE SCHEDULE AND ADDITIONAL FEE INFORMATION

FEE CODE	SERVICE DESCRIPTION	BUSINESS RULES	DATE OF SERVICE:	
		BUSINESS RULES APPLICABLE TO ALL FEE CODES LISTED:	_____ to Dec 14, 2022	Dec 15, 2022 to Dec 14, 2023
TABLE 2 - FEE SCHEDULE FOR OT REFERRALS <u>MADE BY A VRC</u>				
1245995	(VR) Telephone Consultation	• Billable for communication time regarding Services, discharge planning, and/or related Service matters only & must be documented in clinical notes. • Billable for additional communication time with the Rehabilitation Worker for oversight of RW plan. • Billable during OT treatment and when the Injured Worker is on a GRTW for the following consultations: - Calls to/from a WorkSafeBC Officer - Calls to/from employer. - Calls with a health care provider. - Calls to Injured Workers and/or to the family/guardian as part of the service plan. - Calls to approved equipment vendors to discuss specific Injured Worker needs. • Billable in fractional units for *accumulated* time of fifteen minutes or longer. **Not billable for:** • Scheduling calls, billing inquiries, administrative and/or payment issues. Any communications covered in the Referral Fee. Calls to equipment vendors for general product research. • Any communication covered under the Time Sensitive Referral.	$112.00 Per hour	$112.00 Per hour

Reference Only

SCHEDULE B – FEE SCHEDULE AND ADDITIONAL FEE INFORMATION

FEE CODE	SERVICE DESCRIPTION	BUSINESS RULES	DATE OF SERVICE:	
		BUSINESS RULES APPLICABLE TO ALL FEE CODES LISTED:	_____ to Dec 14, 2022	Dec 15, 2022 to Dec 14, 2023
TABLE 2 - FEE SCHEDULE FOR OT REFERRALS <u>MADE BY A VRC</u>				
1245996	(VR) Progress Report (OT-PI, OT-MH, OT-BI)	• Payable only upon receipt of Progress Report (83D487). • Progress Reports are to be submitted every eight weeks if the Injured Worker is engaging in OT treatment, unless otherwise indicated by the WorkSafeBC Officer. • Please see Reference Manual for additional details regarding reporting timelines. • Billable in fractional units (1/4 hour fractional).	$112.00 Per hour 1.5 hour max	$112.00 Per hour 1.5 hour max
1245997	(VR) Initial / Subsequent JSV Report	• Payable only upon receipt of JSV Report (83D201) which must be received within three business days of the JSV. • Multiple JSV Reports are payable per claim. • Only the initial JSV report is billable up to 1.5 hours max. Any subsequent JSV report is billable up to 1 hour max. • Billable in fractional units (1/4 hour fractional). • Report must be received within three business days of the JSV. JSV date is day zero. • Not billable concurrently with Progress Report (83D487) or GRTW Plan Report (83D202) on the same date of service.	$112.00 Per hour 1.5 hour max	$112.00 Per hour 1.5 hour max
1245998	(VR) GRTW Plan Report	• Payable only upon receipt of GRTW Plan Report (83D202) which must be received within ten business days of the GRTW request from the WorkSafeBC Officer. • Multiple GRTW Plan Reports are payable per claim. • Billable in fractional units (1/4 hour fractional). • Not billable concurrently with Progress Report (83D487) or subsequent JSV (83D201) on the same date of service.	$112.00 Per hour 1 hour max	$112.00 Per hour 1 hour max

Reference Only

SCHEDULE B – FEE SCHEDULE AND ADDITIONAL FEE INFORMATION

FEE CODE	SERVICE DESCRIPTION	BUSINESS RULES	DATE OF SERVICE:	
		BUSINESS RULES APPLICABLE TO ALL FEE CODES LISTED:	_____ to Dec 14, 2022	Dec 15, 2022 to Dec 14, 2023
TABLE 2 - FEE SCHEDULE FOR OT REFERRALS <u>MADE BY A VRC</u>				
1263104	(VR) Ergonomic Assessment and Report	• Flat fee payable for all services to conduct an Ergonomic Assessment and complete and submit an Ergonomic Report (form 83D543); • Eligible to be invoiced when the Ergonomic Report is received by WorkSafeBC; • Timely completion bonus of $55.00 will be added to the fee if the Ergonomic Report, meeting the requirements of Schedule A, is received within the timeline set out in Schedule A; • Not payable for same service date as JSV or subsequent JSV.	$250.00 (inclusive of $55.00 timely report fee)	$250.00 (inclusive of $55.00 timely report fee)
1245999	(VR) OT RTW Support (OT-PI, OT-MH, OT-BI)	• Must be performed by an Occupational Therapist. • Billable for all in-person Services that take place *after* the Injured Worker has initiated and is engaged in the GRTW component of treatment. • Specifically, (VR) OT RTW Support to be billed in place of (VR) OT Visit - Treatment (1245992) when the Injured Worker has initiated the GRTW component of treatment. • This fee can only be billed for in person visits with the Injured Worker present (including visits to the jobsite). • (VR) Telephone consultation time is captured under fee code 1245995. • This does not include time spent on the JSV Report/Subsequent JSV Report and GRTW Plan Report (which are billable as separate services). • Billable in fractional units (1/4 hour fractional).	$112.00 Per hour	$112.00 Per hour

Reference Only

SCHEDULE B – FEE SCHEDULE AND ADDITIONAL FEE INFORMATION

FEE CODE	SERVICE DESCRIPTION	BUSINESS RULES	DATE OF SERVICE:	
		BUSINESS RULES APPLICABLE TO ALL FEE CODES LISTED:	_____ to Dec 14, 2022	Dec 15, 2022 to Dec 14, 2023
TABLE 2 - FEE SCHEDULE FOR OT REFERRALS <u>MADE BY A VRC</u>				
1246000	(VR) Discharge Report (OT-PI, OT-MH, OT-BI)	• Payable only following receipt of Discharge Report (83D486) • Report must be received within three business days of discharge date. • Not payable for time sensitive referrals or when Injured Workers are considered assess only. • Discharge date is equal to day zero for the purpose of calculating the Discharge Report due date. • Billable in fractional units (1/4 hour fractional).	$112.00 Per hour 1.5 hour max	$112.00 Per hour 1.5 hour max
1246001	(VR) IHMA OR PCA Assessment and Report	• Maximum one of each assessment per claim per payee per admission to OT Services. • Cannot be billed on the same day as Initial Assessment (83D488). • Payable upon receipt of IHMA (83M102) and/or PCA Report (25M95). • Deduction of timely report fee will be applied if report is received more than three business days of IHMA or PCA assessment date.	$400.00 Flat Fee (inclusive of $70 timely report fee)	$400.00 Flat Fee (inclusive of $70 timely report fee)
1246002	(VR) - Vehicle Modification Report	• Payable upon receipt of Vehicle Modification Assessment (83M10). • Deduction of timely report fee will be applied if report is received more than three business days of vehicle assessment date.	$260.00 (inclusive of $70 timely report fee)	$260.00 (inclusive of $70 timely report fee)

Reference Only

SCHEDULE B – FEE SCHEDULE AND ADDITIONAL FEE INFORMATION

FEE CODE	SERVICE DESCRIPTION	BUSINESS RULES	DATE OF SERVICE:	
		BUSINESS RULES APPLICABLE TO ALL FEE CODES LISTED:	_____ to Dec 14, 2022	Dec 15, 2022 to Dec 14, 2023
TABLE 2 - FEE SCHEDULE FOR OT REFERRALS <u>MADE BY A VRC</u>				
1246003	(VR) Time Sensitive Referral	• Flat fee is inclusive of all communication, referral fee, OT assessment, follow-up visit if required, submission of Initial Assessment Report (83D488), which must be completed and submitted within six calendar days of the verbal referral date. • Verbal referral date is equal to day zero for the purpose of calculating the report due date. • Services must only be provided by an OT. • Verbal referral must be identified as time sensitive by the WorkSafeBC Officer in order to invoice for the Time Sensitive Referral fee. • Deduction of Time Sensitive Referral fee of $265 will be applied where all Services including receipt of the Initial Assessment Report are not completed with within six calendar days of time sensitive referral. • No fee is payable until all services are completed and Initial Assessment Report is received.	$1100.00 Flat fee (inclusive of $265 time sensitive referral fee)	$1100.00 Flat fee (inclusive of $265 time sensitive referral fee)

Reference Only

SCHEDULE B – FEE SCHEDULE AND ADDITIONAL FEE INFORMATION

FEE CODE	SERVICE DESCRIPTION	BUSINESS RULES	DATE OF SERVICE:	
		BUSINESS RULES APPLICABLE TO ALL FEE CODES LISTED:	_____ to Dec 14, 2022	Dec 15, 2022 to Dec 14, 2023
TABLE 2 - FEE SCHEDULE FOR OT REFERRALS <u>MADE BY A VRC</u>				
1246004	(VR) OT Travel Time	• Fees for travel are inclusive of time and distance. • Travel time is measured from the shortest distance of OT departure to the final destination (e.g. can be the OT clinic, location of prior appointment, or the OT's home, depending on the shortest distance to the final destination) • Travel time is separate from the time spent performing the Services, therefore, the Contractor cannot invoice for travel time and any other service fee for the same time. • The maximum billable travel time shall be based on the most direct route to travel to the Injured Worker and only within the Contractor's Service Location code. • Travel time is only billable for travel within the Contractor's assigned Service Location code. • Travel time for Services provided by OTs outside the Contractor's Service Location code requires pre-approval by health care programs, and where approved travel time for the OT shall be billable only for the time spent within the Contractor's Service Location code . • Billable in fractional units (1/4 hour fractional).	$112.00 Per hour	$112.00 Per hour

Reference Only

SCHEDULE B – FEE SCHEDULE AND ADDITIONAL FEE INFORMATION

FEE CODE	SERVICE DESCRIPTION	BUSINESS RULES	DATE OF SERVICE:	
		BUSINESS RULES APPLICABLE TO ALL FEE CODES LISTED:	_____ to Dec 14, 2022	Dec 15, 2022 to Dec 14, 2023
TABLE 2 - FEE SCHEDULE FOR OT REFERRALS <u>MADE BY A VRC</u>				
1246005	(VR) Rehabilitation Worker Travel Time	• Fees for travel are inclusive of time and distance. • Travel time is measured from the shortest distance of RW departure to the final destination (e.g. can be the RW's clinic, location of prior appointment, or the RW's home, depending on the shortest distance to the final destination) • Travel time is separate from the time spent performing the Services, therefore, the Contractor cannot invoice for travel time and any other service fee for the same time. • The maximum billable travel time shall be based on the most direct route to travel to the Injured Worker and only within the Contractor's Service Location code. • Travel time is only billable for travel within the Contractor's assigned Service Location code. • Travel time for Services provided by Rehabilitation Workers outside the Contractor's Service Location code requires pre-approval by health care programs, and where approved travel time for the Rehabilitation Worker shall be billable only for the time spent for travel within the Contractor's Service Location code. • Billable in fractional units (1/4 hour fractional).	$55.00 Per hour	$55.00 Per hour

Reference Only

SCHEDULE B – FEE SCHEDULE AND ADDITIONAL FEE INFORMATION

FEE CODE	SERVICE DESCRIPTION	BUSINESS RULES	DATE OF SERVICE:	
		BUSINESS RULES APPLICABLE TO ALL FEE CODES LISTED:	_____ to Dec 14, 2022	Dec 15, 2022 to Dec 14, 2023
TABLE 2 - FEE SCHEDULE FOR OT REFERRALS <u>MADE BY A VRC</u>				
1246006	(VR) OT Pre-Authorized Travel Expenses	• Intended to reimburse for exceptional circumstances where airfare, accommodations, meals, of vehicle rental is required. • Billable with verbal pre-authorization from the WorkSafeBC Officer. • Original receipts supporting the expenses must be submitted via the Provider Portal.	As pre-authorized	As pre-authorized
1246007	(VR) Pre-Authorized Facility Fees	• Billable with verbal pre-authorization from the WorkSafeBC Officer. • Includes community centers, public swimming pools, other exercise facilities or bus passes for transit training. • Original receipts supporting the expenses must be submitted via the Provider Portal.	Reimbursed at the cost of the admission fee; Max of 22 visits, or 3 months, whichever is less	Reimbursed at the cost of the admission fee; Max of 22 visits, or 3 months, whichever is less
1246008	(VR) OT Treatment – Worker Not Available	• Billable for scheduled visit time where the Injured Worker is unavailable. • Billable only when the Occupational Therapist has already departed for the appointment and the Injured Worker does not attend the appointment. • Maximum one hour per visit, no minimum. • Not billable for late or cancelled visits. Billable in fractional units (1/4 hour fractional).	$112.00 Per hour 1 hour max	$112.00 Per hour 1 hour max

Reference Only

SCHEDULE B – FEE SCHEDULE AND ADDITIONAL FEE INFORMATION

FEE CODE	SERVICE DESCRIPTION	BUSINESS RULES	DATE OF SERVICE:	
		BUSINESS RULES APPLICABLE TO ALL FEE CODES LISTED:	_____ to Dec 14, 2022	Dec 15, 2022 to Dec 14, 2023
TABLE 2 - FEE SCHEDULE FOR OT REFERRALS MADE BY A VRC				
1246009	(VR) Rehabilitation Worker –-Worker Not Available	• Billable for scheduled visit time where the Injured Worker is unavailable. • Billable only when the Occupational Therapist has already departed for the appointment and the Injured Worker does not attend the appointment. • Maximum one hour per visit, no minimum. • Not billable for late or cancelled visits. Billable in fractional units (1/4 hour fractional).	$55.00 Per hour 1 hour max	$55.00 Per hour 1 hour max
1246010	(VR) OT- PI Discharge Fee	• Billed once per claim. • Date of Service (DOS) would be considered the date of discharge from all services	$10.00 flat fee	$10.00 flat fee
1246011	(VR) OT- MH Discharge Fee	• Billed once per claim. • Date of Service (DOS) would be considered the date of discharge from all services.	$10.00 flat fee	$10.00 flat fee
1246012	(VR) OT - BI Discharge Fee	• Billed once per claim. • Date of Service (DOS) would be considered the date of discharge from all services.	$10.00 flat fee	$10.00 flat fee
1246013	(VR) OT Telehealth Services	• Must be performed by an Occupational Therapist. • Maximum two hours per visit. • Billable for direct care treatment time only – not billable for initial assessment or discharge session. Billable in fractional units (1/4 hour fractional).	$112.00 Per hour 2 hour max	$112.00 Per hour 2 hour max
1246014	(VR) OT Pre-Authorized Basic Aids/ Equipment	• For equipment/aids that that cannot be invoiced via a WorkSafeBC approved vendor, and that are related to the compensable injury and have been approved by the WorkSafeBC Officer. • See Schedule A and Reference Manual for details. • Pre-authorized equipment must also be medically justified in the relevant OT report. • Original receipts supporting the expense must be submitted via the Provider Portal.	As pre-authorized by the WorkSafeBC Officer up to the maximum of $50 per Injured Worker per referral	As pre-authorized by the WorkSafeBC Officer up to the maximum of $50 per Injured Worker per referral

Reference Only

SCHEDULE B – ADDITIONAL FEE INFORMATION

1. All Visit fees set out in Schedule B fees are inclusive of the Services provided during the visit.

2. WorkSafeBC will not pay for cancelled or late appointments unless an Occupational Therapist or Rehabilitation Worker has already departed for the appointment and the Injured Worker does not attend the appointment. When an Occupational Therapist or Rehabilitation Worker has already departed for an appointment and the Injured Worker does not attend the appointment, the Contractor may only bill WorkSafeBC a maximum of 1 hour of "OT Visit – Worker Not Available" or "Rehabilitation Worker – Worker Not Available" pursuant to Schedule B.

3. OT treatment time is billable only for the time spent providing direct care to the Injured Worker. Indirect care must not be included in the OT visit treatment time but invoiced separately under OT treatment indirect care fees.

4. The Contractor shall be entirely responsible for any and all costs incurred in relation to its business operations and in the course of providing Services to Injured Workers, unless otherwise set out in Schedule B hereof, including without limitation the following:

   (a) incidental supplies required by the Injured Worker including but not limited to ice or hot packs and educational literature; incidental office supplies including but not limited to the rent, other supplies CD, DVDs, paper, internet charges, telephone communication, long distance phone charges and postage;

   (b) costs, wages, salaries, benefits, vacation entitlement of its Personnel; and

   (c) all expenses related to delays as a result of weather or any other unforeseen circumstances.

5. A referral fee includes all expenses relating to file review, evaluation, planning and appointment scheduling and the Contractor shall only invoice one referral fee per referral.

6. The Contractor shall not purchase items for Injured Workers unless specifically requested by WorkSafeBC or approved as an exception by the WorkSafeBC Officer. The Contractor may use the fee code (1245980) "Pre-authorized basic aids/equipment" or the fee code (1246014) for VR related referrals for any such basic equipment/aids described in the Agreement and Reference Manual, that cannot be invoiced via a WorkSafeBC approved vendor and for which an Injured Worker cannot pay and be reimbursed by WorkSafeBC.

7. With respect to fees for travel time, the Contractor shall:

   (a) use reasonable efforts to minimize fees for travel time by, whenever possible, providing Services to multiple Injured Workers within a Service Location;

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(b) if multiple Injured Workers are treated during one trip, divide the fees for travel time equally among the Injured Workers treated during that trip;

(c) advise its Personnel that fees for travel time are inclusive of mileage and ensure that its Personnel do not bill for mileage separately;

(d) OT's must be prepared to travel to all locations within the contracted Service Region and Service Location code, including any unlisted surrounding areas, as referenced in Schedule C, and subject to any exceptions or limitations set out therein. WorkSafeBC will not pay for travel of Contractors who are contracted for a Service Region and Service Location code but use OT's/Rehabilitation Worker from outside the contracted Service Region and Service Location code. Where OT's/Rehabilitation Worker are used from outside of the contracted Service Location code, travel time is only billable for time spent within the contracted Service Location code; and

(f) not double-bill and acknowledges that if circumstances warrant the provision of any Services while in transit, it is improper to bill for Services and travel time concurrently.

8. If additional travel is requested and approved by a WorkSafeBC Officer, WorkSafeBC shall reimburse the Contractor for the following travel expenses up to the maximum amounts set out below upon receipt of itemized receipts via the WorkSafeBC Provider Portal, or as otherwise directed by WorkSafeBC:

Travel Expense	**Description**
Airfare	Economy Class
Accommodations	Maximum of $160.00 per night in Greater Vancouver and Victoria, and $140.00 per night in all other areas, excluding tax.
Meals	Maximum of (breakfast: $14.25; lunch: $16.25; dinner $27.50);
Vehicle Rental	Compact/economy-size car
Ferry or Tolls	Reimbursable at cost with receipts.

If the Contractor is required to incur additional travel expenses, the Contractor shall use reasonable efforts to minimize its travel expenses and choose the most economical method of travel whenever possible.

9. With respect to the facility admission fees:

(a) WorkSafeBC shall reimburse the Contractor for the costs of preapproved facility admission fees for an Injured Worker if accompanied by the Occupational Therapist and/or Rehabilitation Worker and the facility admission fees for the accompanying Occupational Therapist and/or Rehabilitation Worker. The Contractor shall not be reimbursed for any

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facility admission fees incurred by the Injured Worker if the Injured Worker was not accompanied by an Occupational Therapist or Rehabilitation Worker;

(b) the Contractor shall advise the Injured Worker that they will be responsible for any and all facility admission fees incurred after Services have been completed at the facility; and

(c) the Contractor shall itemize facility admission fees separately on the invoice and submit receipts supporting the fees as a pdf attachment when submitting the invoice.

10. The discharge report fee is only payable when the discharge report is received within three business days of the discharge date. If the Contractor fails to submit the discharge report within three business days of the discharge date, it is ineligible to receive the discharge fee.

The rates set out in Schedule B for the renewal term(s) are subject to review and change by WorkSafeBC.

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SCHEDULE C

APPROVED SERVICE REGIONS, SERVICE LOCATION(S)

1. The Contractor, is authorized to perform the Services in the following Service Region and Service Location(s) and in the following applicable Treatment Streams therein:

Service Region	**Service Locations (includes surrounding areas)**	**Location Code**	**Geographical areas not covered per permitted exceptions *(applicable only to Location Code F, I, J, K, L or O)***	**Treatment Stream** **OT-BI** **OT-MH** **OT-PI**	**Payee #**

2. The Contractor may provide Services to Injured Workers at the Injured Worker's residence, hospital, community setting, and/or worksite within the Service Region and Service Location(s), as required. The Contractor shall not provide Services to Injured Workers at the residence of any of its Personnel.

3. The Contractor shall not provide Services outside the Service Region or Service Location(s) or in a Treatment Stream not permitted for the applicable Service Location. In exceptional circumstances, if Services are required that are outside the Contractor's Service Region and Service Location(s), the Contractor must receive prior written approval from WorkSafeBC authorizing it to deliver Services outside of its Service Region and Service Location(s). WorkSafeBC reserves the right to refuse to approve the delivery of Services outside of the Contractor's Service Region and Service Location(s) and in such cases, will redirect the referral to another provider in the Provider Network that is providing occupational therapy services in that Service Region and Service Locations.

4. The Contractor must be available to provide Services at a minimum of Monday through Friday between standard business hours of 8:00 am and 4:30 pm. The Contractor shall offer Services outside of standard business hours when requested from time to time by WorkSafeBC.

5. The Contractor shall ensure that each Occupational Therapist providing Services has access to the necessary equipment to effectively assess and treat Injured Workers.

6. The Contractor shall ensure that all of the Occupational Therapists that provide Services under this Agreement possess the knowledge, skills and experience necessary to deliver the Services based on the Service requested, provide Services within their professional competence, and within the limits of their knowledge and skills. In cases where the Services requested are not within the professional competencies of the available Occupational Therapist, the Contractor must decline the referral.

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SCHEDULE C

7. The Contractor may at any time apply for approval from WorkSafeBC to permit an Occupational Therapist to provide Services under this Agreement by providing evidence that the proposed Occupational Therapist complies with the requirements set out in section 6 above. Only qualified Occupational Therapists employed by the Contractor and approved by WorkSafeBC are authorized by WorkSafeBC to provide Services under this Agreement. The Contractor represents and warrants that to the best of the Contractor's knowledge, the approved Occupational Therapists will be available to provide Services for a minimum of one year from the Effective Date.

8. The Contractor agrees to the following terms with respect to the Occupational Therapists:

   (a) the Contractor shall advise WorkSafeBC in writing at least 14 calendar days prior to any change in the availability or qualifications of any of the approved Occupational Therapist, which may impact its ability to deliver Services in accordance with the Agreement;

   (b) the Contractor shall, at WorkSafeBC's request in its sole discretion for any reason, including where the Occupational Therapist is consistently unavailable to provide Services, remove an Occupational Therapist from the performance of the Services or submit a replacement Occupational Therapist for approval and immediately confirm to WorkSafeBC when such removal and/or replacement has been completed.

9. In certain circumstances, the College of Occupational Therapists of British Columbia allows Occupational Therapists to assign certain tasks to Rehabilitation Workers that possess specific qualifications. The Contractor may assign to Rehabilitation Workers those tasks that are permitted by the College of Occupational Therapists of British Columbia provided that such Rehabilitation Workers possess the qualifications stipulated in sections 30 and 32 of Schedule A.

10. The Contractor shall ensure that Rehabilitation Workers providing Services under this Agreement have the necessary knowledge, skills and experience to provide the Services assigned to them and that an Occupational Therapist monitors and supervises the Rehabilitation Workers in strict compliance with the guidelines of the College of Occupational Therapists of British Columbia.

11. The Contractor shall be entirely responsible for all of the actions and inactions of its Personnel including without limitation the Occupational Therapists and Rehabilitation Workers providing Services under this Agreement.

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SCHEDULE D – PRIVACY PROTECTION

Definitions

1. In this Schedule,
   (a) "**FIPPA**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
   (b) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
   (c) "**FIPPA Designate**" means the manager of the WorkSafeBC FIPP Office;
   (d) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between WorkSafeBC and the Contractor dealing with the same subject matter as the Agreement.

Collection of personal information

2. Unless the Agreement otherwise specifies or WorkSafeBC otherwise directs in writing, the Contractor:
   (a) may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement;
   (b) must collect personal information directly from the individual the information is about; and
   (c) must 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 PO Box 2310 Stn Terminal, Vancouver, BC, V6B 3W5, (604) 279-8171, email fipp@worksafebc.com.

Accuracy of personal information

3. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or WorkSafeBC to make a decision that directly affects the individual the information is about.

Requests for access to personal information

4. If the Contractor receives a request for access to personal information from a person other than WorkSafeBC, including a foreign demand for disclosure as defined in FIPPA, the Contractor must immediately contact the FIPPA Designate for instructions.

Correction of personal information

5. Within 5 business days of receiving a written direction from WorkSafeBC to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction and advise WorkSafeBC when the correction is completed.

6. If the Contractor receives a request for correction of personal information from a person other than WorkSafeBC, the Contractor must promptly advise the person to make the request to the FIPPA Designate.

Protection of personal information

7. The Contractor must protect personal information against such risks as unauthorized access, collection, use, disclosure or disposal by making reasonable security arrangements, including encryption. Personal information shall be kept according to WorkSafeBC standards or in the case where the Contractor has a professional governing body/college, according to those standards unless WorkSafeBC standards are higher. WorkSafeBC has the exclusive right to determine if security arrangements are adequate. Transferring the physical custody of personal information to the Contractor for the purposes of the Agreement does not equate transfer of control. Access, use, disclosure, destruction and integrity of the information remains in the control of WorkSafeBC. The Contractor must immediately notify the FIPPA Designate of any breach or suspected breach of its obligations.

Storage and access to personal information

8. Unless WorkSafeBC otherwise directs in writing or the Agreement specifically provides otherwise, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Breach Notification and investigation

9. The Contractor agrees to cooperate and assist in any investigation of a complaint that personal information has been used or disclosed contrary to FIPPA or to this Agreement.

Retention of personal information

10. Unless the Agreement otherwise specifies or as required by law, the Contractor must retain personal information until directed by WorkSafeBC in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

11. The Contractor may only use personal information if that use is:
   (a) for the performance of the Contractor's obligations under the Agreement;
   (b) limited in access to only those employees, contractors and agents of the Contractor where such access is necessary to carry out his/her duties, and only to the extent necessary.

Disclosure of personal information

12. Unless WorkSafeBC otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than WorkSafeBC if the disclosure is for the performance of the Contractor's obligations or the exercise of the Contractor's rights under the Agreement.

13. Unless the Agreement expressly permits or WorkSafeBC otherwise expressly permits in writing, the Contractor must not disclose personal information outside Canada.

Inspection of personal information

14. In addition to any other rights of inspection WorkSafeBC may have under the Agreement or under statute, WorkSafeBC and/or the BC Information and Privacy Commissioner (the "Privacy Commissioner") may at any reasonable time and on reasonable notice to the Contractor enter on the Contractor's premises to inspect personal information in the possession of the Contractor as a result of this Agreement and any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule. The Contractor must permit such access, provide reasonable assistance, and institute any recommended changes arising from any such inspection.

Compliance with FIPPA and directions

15. The Contractor must in relation to personal information comply with:
   (a) the requirements of FIPPA applicable to the Contractor as a service provider, including any applicable order of the Commissioner under FIPPA; and
   (b) any direction given by WorkSafeBC.
   If a provision of the Agreement or any direction given by WorkSafeBC under this Schedule conflicts with a requirement of FIPPA or an applicable order of the Privacy Commissioner, the conflicting provision of the Agreement or direction will be inoperative to the extent of, and limited to the duration of, the conflict.

16. The Contractor acknowledges that it is familiar with the requirements of FIPPA that are applicable to it as a service provider.

17. In the event the Contactor has employees, subcontractors and/or agents involved in the performance of the Agreement, the Contractor agrees to ensure each one is trained on and familiar with FIPPA requirements and the requirements of this Schedule.

Notice of non-compliance

18. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify WorkSafeBC of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Interpretation

19. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction, including a jurisdiction outside Canada.

Reference Only