

ISSUE DATE: AUGUST 2006

**WORKERS' COMPENSATION BOARD OF BC
(WORKSAFEBC)****Corporate and Health Care Purchasing***Request for Qualifications***HAND THERAPY SERVICES**

WorkSafeBC is accepting submissions from Respondents interested in qualifying for the provision of Hand Therapy Services. This process will allow WorkSafeBC to expand its list of eligible Providers; establish formal contracts; standardize referral and invoicing procedures; establish quality assurance standards and the review process for performance monitoring.

If you are interested in responding to this RFQ, review the enclosed documents for complete instructions and an explanation of the process. Please deliver your response before the submission response date as stated below.

We look forward to receiving your submission. Thank you.

REQUEST FOR QUALIFICATIONS #H013-2006**Continual Submissions Accepted**

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SECTION I. – INSTRUCTIONS TO RESPONDENTS

This section describes the Request for Qualifications preparation and submission procedures that are to be followed by all Respondents. This is a Request for Qualifications and not a tender call.

1 REQUEST FOR QUALIFICATIONS SUMMARY

- 1.1 You are invited to respond to the Request for Qualifications for the provision of the Hand Therapy Program for WorkSafeBC. Please review the enclosed documents for complete instructions and an explanation of the process.
- 1.2 This Request for Qualifications is an inquiry only and does not imply either a commitment by WorkSafeBC to proceed with the work contemplated or a commitment by WorkSafeBC to proceed any further. WorkSafeBC reserves the right in its sole discretion not to proceed with the work, to issue one (1) or more further requests for information or otherwise with respect to the work, or to negotiate a contract individually with any respondent to this Request for Qualification for all or part of the work. WorkSafeBC reserves the right to conclude any or all of the processes relating to this requirement, should it be in the best interest of WorkSafeBC as determined by WorkSafeBC.
- 1.3 This Request for Qualifications should not be considered a request for or an authorization to perform any work or deliver any services.
- 1.4 WorkSafeBC will continue to accept new submissions for this Request for Qualifications on an on-going basis and as required basis after the initial submission response. The purpose of the initial submission response date is to establish a sufficient base of qualified Providers to meet WorkSafeBC needs.

2 GLOSSARY OF TERMS

The following terms will apply to this document.

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| Board Officer: | A WorkSafeBC Case Manager, Entitlement Officer, Vocational Rehabilitation Consultant or other as designated. |
| Board Sponsored Rehabilitation | A term used to describe the network of Services, Services (B.S.R.S.): established by WorkSafeBC. These are a series of Services with different criteria and mandates that are designed to meet Injured Worker and referral source needs, and to assist Injured Workers with return to work in a safe and timely manner. |
| Certified Hand Therapist (CHT): | Means the individual who has successfully met the requirements of certification with the Hand Therapy Certification Commission, Inc. |
| CHCP: | WorkSafeBC Corporate and Health Care Purchasing. |

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| Clinical Records: | Includes but is not limited to all notes, reports, records information, instruments and documentation produced relating to Injured Workers or obtained by the Contractor or any other person employed or otherwise engaged by the Contractor in the performance of this Agreement and shall include all copies of the same. |
| Clinician: | Means Physiotherapist, Occupational Therapist, Kinesiologist or Certified Hand Therapist. |
| Contractor(s): | Means the qualified provider(s) who has entered into an agreement with WorkSafeBC for the provision of the Services. |
| Facility(ies): | Location(s) where the Services are to be performed. |
| FIPPA “Freedom of Information and Protection of Privacy Act”: | Means provincial legislation outlining rights and responsibilities regarding personal information. |
| GRTW: | Means Graduated Return to Work. Is clinically defined as returning to reduced work activities (including any modifications), hours, or a combination of both, with a specified end date to returning to regular duties and hours. |
| HTCC: | Means Hand Therapy Certification Commission, Inc. |
| Hand Therapy Network: | Means a group of contracted Providers delivering Services under the Hand Therapy Agreement. |
| Injured Worker/Worker: | The individual as defined in the <i>Workers Compensation Act</i> (the "Act"), who is entitled to compensation under the Act and who receives Services under this Agreement. |
| Job Site Visit: | A workplace visit for the purposes of supporting the Injured Worker in remaining at or returning to work. |
| Kinesiologist (Kin): | Means an individual who has a Bachelor of Science in Kinesiology or a Bachelor of Human Kinetics and is a member in good standing with the British Columbia Association of Kinesiologists. |
| Must or Mandatory or Shall: | Means a requirement that must be fulfilled in an unaltered form or the submission will be rejected without further notice. |
| Occupational Therapist (OT): | Means an individual who is a member in good standing with the College of Occupational Therapists of British Columbia. |
| Party: | Means either WorkSafeBC, or the Contractor and “Parties” means either of them. |
| Physical Therapist (PT): | Means an individual who is a member in good standing with the College of Physical Therapists of British Columbia. |

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| Provider(s): | Means Respondents who have been approved by WorkSafeBC to provide the Services. |
| Respondent(s): | Means a business that submits, or intends to submit, a submission in response to this document. |
| RFQ: | Request for Qualifications. |
| Services: | The Hand Therapy Services provided by or under the direction of qualified Providers(s) in fulfilling the Contractors obligations as set in Schedule A and Sample Contract of this RFQ. |
| Should or Desirable: | Means a requirement having a significant degree of importance to the Request for Qualifications document that is not mandatory. |
| WorkSafeBC or the Board: | The Workers' Compensation Board of British Columbia. |

3 REQUESTS FOR ELECTRONIC (EMAIL) COPY OF THIS DOCUMENT

- 3.1 It is the responsibility of the Respondents who retrieve or download this Request for Qualifications document from either the BC Bid website (www.bcbid.gov.bc.ca) or from the WorkSafe website (www.worksafebc.com) to ensure they monitor these sites for any addendum to the Request for Qualifications document issued up to and including the submission response date.
- 3.2 Respondents who have obtained the Request for Qualifications electronically must not alter any portion of the document, with the exception of adding the information requested. To do so may invalidate the submission.

4 SUBMISSION DELIVERY

4.1 Delivery Instructions:

Respondents are requested to deliver and ensure submissions are received at:

Worker and Employer Services – Main Entrance/Security Desk

WorkSafeBC
6951 Westminster Highway
Richmond, BC V7C 1C6

Fax and Email Submissions: Will **NOT** be accepted.

- 4.2 Withdrawal or Response: Submissions may be revoked or withdrawn at any time.
- 4.3 Continuous Acceptance of New Submission: WorkSafeBC will continue to accept new submissions for this Request for Qualifications indefinitely, until WorkSafeBC chooses to terminate this process.

5 SUBMISSION INSTRUCTIONS

- 5.1 Respondents are requested to provide the information detailed in SECTION III. RESPONSE REQUIREMENTS. Respondents are not required to return any other Section of this document in their submission.
- 5.2 Respondents are requested to identify the following information on the outside of their submission package(s) with:
- (a) Respondent's name and address;
 - (b) Attention to "WorkSafeBC Corporate and Health Care Purchasing" and address from 4.1 above;
 - (c) Request for Qualifications document number and submission response date.
- 5.3 Hard copy submissions: Respondents are requested to remit **THREE (3) COPIES** of their submission.
- 5.4 Fax and Email Submissions: Will NOT be accepted.

6 SUBMISSION CONDITIONS

- 6.1 Complete Document: It is the Respondents' responsibility to ensure that they have received a complete set of documents as listed by the page numbers. By submitting a response, the Respondents verify that they have received a complete set of Request for Qualifications documents including any and all addenda.
- 6.2 Ownership of Submission And Freedom Of Information: WorkSafeBC is subject to the *Freedom of Information and Protection of Privacy Act (FIPPA)* and as such all submissions to this RFQ will become the property of WorkSafeBC and will be held in confidence by WorkSafeBC subject to the FIPPA disclosure provisions.
- Any clauses in a document received in response to this procurement process which purports to limit WorkSafeBC's obligations under FIPPA will be considered void and severable from the response. By answering this RFQ the Respondent will be deemed to have accepted this term.
- 6.3 Confidentiality of Information: Information pertaining to WorkSafeBC obtained by the Respondent as a result of participation in this Request for Qualifications document is confidential and must not be disclosed without prior written authorization from WorkSafeBC.
- 6.4 Modification of Terms: WorkSafeBC reserves the right to modify the terms of the Request for Qualifications document by issuance of written addenda at any time. It is the responsibility of the Respondents who retrieve or download this Request for Qualifications document from the BC Bid or the WorkSafeBC website to ensure they monitor this site for any addendum to the Request for Qualifications document issued up to and including the and/or any submission response deadline.
- 6.5 No Claims By Respondent: The Respondent, by participating in the process outlined in this Request for Qualifications, consents to the procedures as described in this Request for Qualifications, and the Respondent acknowledges and agrees that WorkSafeBC will not be liable to any Respondent for any claims, direct or indirect, whether for costs, expenses, losses or damages,

or loss of anticipated profits, or for any other matter whatsoever incurred by the Respondent in preparing and providing a submission in response to this RFQ, or in any way arising out of this RFQ process.

Any development work undertaken by the Respondent and any costs and expenses involved in the preparation of replying to this Request for Qualifications, and for subsequent presentations and/or demonstrations and/or negotiations will be the sole responsibility of the Respondent, including any travel costs.

- 6.6 Governing Law: This RFQ shall be governed by and construed in accordance with the laws of the Province of British Columbia which shall be deemed to be the proper law hereof and in so doing the Courts of British Columbia shall have exclusive jurisdiction to determine all disputes and claims arising out of or in any way connected with this RFQ.
- 6.7 Negotiation Privilege: It is the intent of WorkSafeBC to ensure it has the flexibility required to arrive at a mutually agreeable final contract with the chosen Providers. The Request for Qualifications process is merely an invitation for qualifications and is not a tender. The terms of any final agreement for the provision of Services may be negotiated between WorkSafeBC and the Provider.
- 6.8 Assessment Registration: As a condition of contract award the Respondent shall be registered and in good standing with WorkSafeBC. The Respondent must be registered with WorkSafeBC or be eligible to purchase Personal Optional Protection (POP) if required under the Workers Compensation Act of British Columbia.

If the Respondent is not registered with WorkSafeBC, the Respondent should obtain a letter from WorkSafeBC Assessments indicating that they are not required to be registered pursuant to the Act and are not eligible to purchase POP. This letter should be included with your submission. For further information contact WorkSafeBC Employer Registration at (604) 244-6182 or www.worksafebc.com.

Out-of-Province firms carrying on business in BC “temporarily” will be required to comply with the requirements above.

7 QUESTIONS AND CLARIFICATION

- 7.1 Any question related to the Request for Qualifications document should be directed to the Senior Purchasing Officer whose name appears below. Respondents shall not contact or ask questions of the WorkSafeBC department for which the contract is procured, unless so directed elsewhere in this document.

PROCESS INQUIRIES:

Jason Cherkas, Senior Purchasing Officer
WorkSafeBC Corporate and Health Care Purchasing
Phone #: (604) 231-8362
Fax #: (604) 276-3260
Email: purchase@worksafebc.com

- 7.2 Respondents shall **submit in writing** any questions regarding the specifications, discrepancies, omissions or any apparent ambiguities to the attention of WorkSafeBC, Senior Purchasing Officer.

- 7.3 The question shall be reviewed, and where the information sought is not already clearly indicated, WorkSafeBC shall issue an addendum on the BC Bid and WorkSafeBC websites, which will become part of the Request for Qualifications document. Only Corporate and Health Care Purchasing is authorized to change the content of this Request for Qualifications document and/or any addenda.

8 INELIGIBILITY OF SUBMISSION DOCUMENTS

- 8.1 It is essential that your submission thoroughly addresses and completes each requirement identified in the Request for Qualifications document as incomplete submissions may be declared “non-responsive”; and/or submissions that are improperly signed, conditional, illegible, obscure, or contain arithmetical errors, erasures, alterations, or irregularities of any kind may be considered invalid.

9 ACCEPTANCE OF SUBMISSION

- 9.1 The right is reserved, as the interests of WorkSafeBC may require, to reject any or all submissions or to negotiate modifications to any single submission to waive any minor irregularity or non-compliant issues in submissions received.
- 9.2 WorkSafeBC will evaluate all submissions received based on the evaluation process and criteria as identified in Section IV. Evaluation Process & Criteria.
- 9.3 Continuous Acceptance of New Submissions: WorkSafeBC will continue to accept new submissions for this Request for Qualifications indefinitely after the initial submission response, until WorkSafeBC chooses to terminate this process.

10 CONTRACT DOCUMENTS

- 10.1 WorkSafeBC shall not be obligated to any Respondent until a written agreement has been duly executed relating to an approved submission.
- 10.2 To be eligible to provide Services to WorkSafeBC Injured Workers, the Respondent must have entered into a written agreement with WorkSafeBC to perform the agreed upon Services.

SECTION II. – OVERVIEW AND REQUIREMENTS

1 COMPETITIVE PROCESS PHASES

- 1.1 WorkSafeBC invites you to respond to this Request for Qualifications to provide a Hand Therapy Program for WorkSafeBC Injured Workers. WorkSafeBC anticipates one (1) phase for this competitive process. This does not supersede WorkSafeBC rights in Section I. Instruction to Respondents, 1. Request for Qualifications Summary.
- 1.2 **Request for Qualifications:** This Request for Qualifications encompasses the complete competitive process. WorkSafeBC will evaluate all submissions received based on the evaluation process identified in Section IV. Evaluation Process & Criteria. WorkSafeBC reserves the right to:
- 1.2.1 Not to proceed any further with the competitive process; or
 - 1.2.2 Request additional information; and/or
 - 1.2.3 Award contracts to qualified Providers.
- 1.3 **Contract Award:** It is the intention of WorkSafeBC to award contracts to qualified providers as described in Section II; Overview and Requirements. WorkSafeBC reserves the right to change the number of contracts required per service region and/or change the location of the service regions as it deems necessary for the Services.
- 1.4 **Contract Term:**
- 1.4.1 **Initial Term:** The term of any resulting agreement is expected to be effective for a period of four (4) years.
 - 1.4.2 **Renewal Term:** The agreement may be renewed upon the mutual agreement of the parties for additional term of up to two (2) years.

2 BACKGROUND AND OBJECTIVES

- 2.1 **Background:** WorkSafeBC is created by and charged with the administration of the *Workers Compensation Act* R.S.B.C. 1996 c.492 as amended (the Act). Under the Act WorkSafeBC has been given the authority to provide health care and rehabilitation Services to Workers who sustain injuries that arise out of and in the course of their employment. In the exercise of that authority WorkSafeBC has established a series of programs and Services with different criteria and mandates that are designed to meet Injured Worker and referral source needs, and to assist Injured Workers with recovery from injury with a primary focus on return to work in a safe and timely manner. These programs are referred to as Board Sponsored Rehabilitation Services (B.S.R.S.).
- 2.2 **Objectives:** The objective of this Request for Qualifications process is to enter into a contract with a network of qualified Providers to draw upon when Hand Therapy Services are required for WorkSafeBC Injured Workers. This process will allow WorkSafeBC to:
- Establish a list of eligible Providers for the services;
 - Institute formal requirements for the qualification process;

- Initiate a standard contract process for WorkSafeBC Hand Therapy Service Providers;
 - Standardize and ensure consistency and appropriate care across all Providers;
 - Standardize referral and invoicing procedures;
 - Establish quality assurance standards; and
 - Commence a review process for performance monitoring and standards.
- 2.3 **Current Environment:** WorkSafeBC currently has a contracted Hand Therapy network consisting of approximately twenty (20) service providers located throughout the province of British Columbia. The Hand Therapy program consists of consultation and treatment services provided to Injured Workers. Referrals for Hand Therapy are initiated upon the request of the Board Officer or by direct request from the Injured Worker's Attending Physician or Specialist.
- 2.4 **Volumes:** Qualified Providers of Hand Therapy Services for WorkSafeBC are not guaranteed any number of referrals and will be allocated referrals only on an "as required" basis. WorkSafeBC is not bound by any estimated quantities of referrals.

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| ESTIMATED REFERRAL VOLUMES THROUGHOUT BC - 2005 |
| 3500 |

60% of these workers are admitted to the Treatment Program and the remaining 40% are seen as Consultation or seen in the program for less than seven (7) visits.

3 HAND THERAPY SERVICES

- 3.1 **Scope of Services:** The Hand Therapy Program provides Consultation and Treatment Services to Injured Workers who have traumatic injuries that occur in the upper extremity below the level of the shoulder. The goal of the program is to provide early, specialized treatment to assist the Injured Worker to achieve maximal use of the injured extremity and to **facilitate early return to work**. Hand Therapy Services will be provided in accordance with the Injured Worker's specific injury and needs, applying evidence based protocols where applicable.

For further information on the service requirements for Hand Therapy Programs, please refer to SECTION V; Sample Contract; Schedule A.

- 3.2 **Fee Schedule:** A fee schedule is appended as Schedules B.
- 3.3 **Referral Distribution:** Referrals will be distributed to Providers based upon, but not limited to:
- Proximity of the Injured Worker to the nearest service location; and/or
 - A service location that is able to meet timelines as deemed in the best interest of the Injured Worker.

WorkSafeBC reserves the right to change the referral process at anytime as it deems necessary to meet operational requirements.

- 3.4 **Service Locations:** Accessibility of a service location is important in the provision of the Services. All facilities should possess availability of parking and accessibility to public transportation for WorkSafeBC Injured Workers.
- 3.5 **Equipment:** Service locations must possess all necessary equipment for use in the evaluation and treatment of Injured Workers including materials and/or supplies for splinting, wound care and scar management.

4 MANDATORY QUALIFICATIONS REQUIREMENTS

The Respondent(s) must be capable of fulfilling all of the mandatory qualifications and possess the necessary experience, resources and knowledge as stated below. WorkSafeBC reserves the right to undertake a review to confirm professional credentials and experience at any time during the competitive process. WorkSafeBC reserves the sole discretion to determine whether or not interested Respondents have the appropriate qualifications.

4.1 MANDATORY CORPORATE QUALIFICATIONS:

4.1.1 Conflict of Interest:

- 4.1.1.1 **General:** Must not possess a conflict of interest that may exist with the provision of the Services to WorkSafeBC. WorkSafeBC reserves the right to reject submissions from Respondents who in the opinion of WorkSafeBC are in conflict in relation to the services provided in this RFQ.
- 4.1.1.2 As a condition of contract award:
- **Clinic:** A clinic that possesses both a WorkSafeBC Hand Therapy and WorkSafeBC Physiotherapy Agreement, may not treat upper extremities below the level of the shoulder under more than one (1) of these Agreements for the same injury.
 - **Therapist:** A Physical Therapist working under both a WorkSafeBC Hand Therapy and a WorkSafeBC Physiotherapy Agreement and may not treat upper extremities below the level of the shoulder under more than one (1) of these Agreements for the same injury.

4.2.1 Protection of Information and Personal Privacy:

- 4.2.1.1 Each proposed service facility location must currently possess an established system for the storage, access and disclosure of personal information obtained from WorkSafeBC that is compliant with the Freedom of Information and Privacy Act R.S.B.C. 1996c.165 (FIPPA) and if successful, agree to a contract which will include Schedule E – Privacy Protection of the sample contract.

Additional information regarding FIPPA may be obtained through the WorkSafeBC website: www.worksafefbc.com by accessing "Health Care Providers" under Customer Centres, then choose the quick link for "Freedom of Information and Protection of Privacy" or choose "Health Care Providers & Practitioners" then choose "Privacy Protection and the Health Care Provider" under highlights.

4.3.1 **Facility Service Structure:**

4.3.1.1 Must possess and provide evidence of either an existing facility or must provide evidence of an intention to propose a service location.

4.3.1.2 Where there is an intention to propose a service location, evidence must be provided in the form of a copy of:

- A lease or a subject free* offer to lease which are duly executed by all parties of the agreement, where the Respondent is the sole tenant in the agreement;

OR

- A subject free* purchase agreement or a subject free* offer to purchase which are duly executed by all parties of the agreement, where the Respondent is the sole purchaser in the agreement.

(*The only acceptable subject where the agreement is subject to the Respondent being awarded a contract from WorkSafeBC.)

4.3.1.3 Must be able to start accepting referrals to the Hand Therapy Program within thirty (30) calendar days upon contract award.

4.3.1.4 Must possess a dedicated clinical treatment area to conduct Hand Therapy Services for WorkSafeBC Injured Workers which includes a private area designated specifically for assessment and wound care. This information must be provided in the form of a floor plan, including square footage.

4.4.1 **Equipment Requirements:** Must possess and provide a list of equipment available on site for use in the evaluation and treatment of Injured Workers including materials and/or supplies for each of the following:

- Splinting;
- Wound care;
- Scar management;
- Educational material;
- Exercise equipment.

4.5.1 **Administrative Resources:**

Provide evidence that the proposed facility location possesses all of the following resources on site. Evidence must be in the form of pictures and/or descriptions of an equipment list, which states type/model for each of the following:

4.5.1.1 Fax machine;

4.5.1.2 Telephone system with voice mail or equivalent;

4.5.1.3 IBM or fully compatible computer with:

- Pentium processor 133MHz;
- A minimum of 64 MB RAM;
- 250 MB of available hard drive space;
- CD ROM drive;
- Windows 98 or higher;
- Microsoft Office.

4.5.1.4 Internet access;

4.5.1.5 An email account;

4.5.1.6 Printer supported by Windows.

- 4.6.1 **Minimum Personnel:** Must possess and propose:
 - 4.6.1.1 A minimum of one (1) Certified Hand Therapist who is currently registered and in good standing with the Hand Therapy Certification Commission, Inc. (HTCC) to perform the Hand Therapy Services.
 - 4.6.1.2 Must provide evidence that the Certified Hand Therapist is on site at the facility location and available to provide Hand Therapy Services, at minimum, three (3) business days per week.

SECTION III. – RESPONSE REQUIREMENTS

It is important that Respondents provide complete information with their submission so they can be readily understood and evaluated. The following minimum information and format should be provided in your submission as it will be an important consideration and it may be rejected without further notice. Supplemental information may be included as an attachment to your submission.

I RESPONSE FORMAT

- | | | |
|---|-----------------------------------|---|
| 1 | FOR EACH PROPOSED LOCATION | You are requested to submit a separate submission package for each proposed service location. |
| 2 | SEQUENCE: | Provide response in the same sequence of topics as below. |
| 3 | NO. OF COPIES: | Remit THREE (3) HARD COPIES of your submission OR ONE (1) HARDCOPY AND ONE (1) CD COPY of your submission. |
| 4 | BINDING: | Your proposal should be bound or submitted in a 3-ring binder containing 8½” x 11” papers. |
| 5 | SECTION FORMAT: | Title, number, appropriately index and tab each section. Content detail of each section should be organized in the sequence stated below. |
| 6 | PAGE NUMBERS: | Number each page in sequence. |
| 7 | BROCHURES: | Include any standard brochure and company information at the back of your response. |

II SECTION REQUIREMENTS

1 TITLE PAGE

- 1.1 Identify the Request for Qualifications # and description of Services requested.
- 1.2 Identify your company name, address, telephone & fax number and email address.
- 1.3 If you are proposing to provide Service in a location other than the location listed above, please state the geographic location.
- 1.4 State the name(s) of the company representative(s) responsible for your proposal.
- 1.5 Date of your proposal submission.

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- 2.1 List of all topics and associated page numbers.

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| 3 | COMPANY PROFILE |
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- 3.1 **Profile:** Provide a brief introduction and an overview of your company background and profile including a description of full service offerings.
- 3.2 **Joint Submissions/Partnership(s):** All joint submissions and/or partnerships must be identified and the history of the organizations and personnel included in the submission. This includes a joint submission by two (2) or more Respondents having no formal corporate links. Respondents are to identify all proposed partners including the company name, contact name, phone number, fax number, email address, type of service the sub-contractor will be performing or providing, and the length of time the Respondent has been using the services of the partner. No additional partners and/or sub-contractors will be added nor will other changes be made to this list without the written consent of WorkSafeBC.

In a partnership submission, one (1) Respondent must be named as the primary Contractor and take overall responsibility for the successful delivery of requirements as the primary Contractor. Sub-contracting and partnerships with any firm or individual whose current or past corporate or other interests may, in WorkSafeBC's opinion, give rise to a conflict of interest in connection with the subject matter of this RFQ will not be permitted.

The Respondent named as the primary Contractor will be held responsible to WorkSafeBC for the acts and omissions of its sub-contractor(s), and/or partner(s) to the same extent as the Respondent. The Respondent is responsible for its own acts and omissions and the acts or omissions of its employees.

Nothing in the RFQ documents creates any contractual relationship between any subcontractors and/or partners and WorkSafeBC. All terms and conditions as contained in this RFQ extend to all sub-contractors and/or partners.

- 3.3 **Trade and/or Legal Name:** State the trade and/or legal name of your company.
- 3.4 **Authorized Company Signatory:** State the name and title of the representative(s) authorized to execute contracts on behalf of the company.
- 3.5 **History:** Indicate how long your business has been in operation.
- 3.6 As a condition of contract award:
- 3.6.1 **WorkSafeBC Registration:** State if you are registered with WorkSafeBC Assessment Department for **the service facility locations** proposed and if yes, provide your WorkSafeBC Account Registration number(s).
- 3.6.2 **General Comprehensive Liability Insurance:** State if your organization is in compliance with the GCL insurance requirements in the minimum amount of \$2 million dollars that covers each of the service facility locations proposed.
- 3.6.3 **Professional Liability Insurance:** State if your organization is in compliance with the professional liability insurance requirements in the amount of \$1 million dollars that covers all personnel proposed to deliver the services.
- 3.6.4 **Business License:** State if your company has a current business license for each of the service facility locations proposed. If yes, provide a copy of each of the business licenses.

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| 4 MANDATORY QUALIFICATION REQUIREMENTS |
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4.1 MANDATORY CORPORATE QUALIFICATIONS:

4.1.1 Conflict of Interest:

4.1.1.1 State if there are any potential areas of conflict of interest that may exist with the provision of these services to WorkSafeBC. If yes, provide a description of the nature of the conflict of interest.

4.1.2 Protection of Information and Personal Privacy:

4.1.2.1 For each of the service facility locations you are proposing, state if you currently possess an established system for the storage, access and disclosure of personal information obtained from WorkSafeBC that is compliant with the Freedom of Information and Privacy Act R.S.B.C 1996c.165 (FIPPA); and

4.1.2.2 State if you will agree to a contract which will include Schedule E – Privacy Protection of the sample contract, if successful.

4.1.3 Facility Service Structure:

4.1.3.1 **Existing or Proposed Location:** State if you possess an existing facility or are providing evidence of an intention to propose a facility location.

4.1.3.2 **Evidence of an Intention to Propose a Clinic:** Where there is an intention to propose a service location, provide evidence that must be in the form of a copy of:

- A lease or a subject free* offer to lease which are duly executed by all parties of the agreement, where the Respondent is the sole tenant in the agreement;
- OR
- A subject free* purchase agreement or a subject free* offer to purchase which are duly executed by all parties of the agreement, where the Respondent is the sole purchaser in the agreement.

(* The only acceptable subject is where the agreement is subject to the Respondent being awarded a contract from WorkSafeBC.)

4.1.3.3 **Referral Acceptance:** State if you are able to start accepting referrals to the Hand Therapy Program within thirty (30) calendar days upon contract award.

4.1.3.4 **Dedicated Clinical Treatment Area:** Provide evidence of dedicated clinical treatment area to conduct Hand Therapy Services for WorkSafeBC Injured Workers which includes a private area designated specifically for assessment and wound care. This must be provided in the form of a floor plan, including square footage.

4.1.4 Equipment Requirements: For the proposed established or proposed service facility location:

4.1.4.1 Provide an equipment list to demonstrate possession of equipment available on site for use in the evaluation and treatment of Injured Workers including materials and/or supplies for each of the following:

- Splinting;
- Wound care;
- Scar management;
- Educational material;
- Exercise equipment.

4.1.5 **Administrative Resources:**

Provide evidence that the proposed facility location possesses all of the following resources on site. Evidence must be in the form of pictures and/or descriptions of an equipment list, which states type/model for each of the following:

- 4.1.5.1 Fax machine;
- 4.1.5.2 Telephone system with voice mail or equivalent;
- 4.1.5.3 IBM or fully compatible computer with:
 - Pentium processor 133MHz;
 - A minimum of 64 MB RAM;
 - 250 MB of available hard drive space;
 - CD ROM drive;
 - Windows 98 or higher;
 - Microsoft Office.
- 4.1.5.4 Internet access;
- 4.1.5.5 An email account;
- 4.1.5.6 Printer supported by Windows.

4.1.6 **Minimum Personnel:**

- 4.1.6.1 State the name of a minimum of one (1) Certified Hand Therapist that is proposed to perform the Hand Therapy Services; and
- 4.1.6.2 Provide evidence to demonstrate the proposed Certified Hand Therapist is currently registered and in good standing with the Hand Therapy Certification Commission, Inc.
- 4.1.6.3 State if the Certified Hand Therapist is on site at the facility location and available to provide Hand Therapy Services, at minimum, three (3) business days per week.

4.1.7 **Back-up Personnel:**

As a condition of contract award, the Contractor must ensure substitute personnel are available for any absence of the Certified Hand Therapist and the substitute personnel must fulfill all of the mandatory qualifications, as stated in Section V. Sample Contract; #7.6 Substitute Personnel. If available, provide a list of qualified personnel to back-up the Certified Hand Therapist and state if the resource is proposed or currently available.

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| 5 FACILITY SERVICE DESCRIPTION |
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- 5.1 **Service Location:** State the location address and include a (road) map showing the service location of the existing or proposed facility location.
- 5.2 **Facility Description:** For the proposed facility location, describe accessibility of the facility including access for Injured Workers, including:
 - 5.2.1 Availability of customer parking (provide specifics regarding number of spaces available and whether parking is free or pay);
 - 5.2.2 Access for Injured Workers including public transportation (state distance to nearest public transportation) and accessibility features of the facility.

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| 6 PERSONNEL RESOURCES |
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- 6.1 **Professional Staff Compliment:** Provide a description or organizational chart (including PT, OT, Kinesiologist and CHT) of the resources proposed for the specific location you are qualifying for including a description of:
- 6.1.1 Staffing compliment/structure; and
 - 6.1.2 Quantity and types of professional staff compliment; and
 - 6.1.3 Whether or not each staff resource is full-time or part-time or other.
- 6.2 **Return to Work Experience:**
- 6.2.1 State if your facility has personnel experienced in and capable of performing the return to work coordination (eg. Job Site Visits). State the name of the person(s) that will be providing the return to work coordination.
 - 6.2.2 If not, provide a description of your proposed alternative to deliver the services.
- 6.3 **Clinician Staff Resume(s):** Provide a resume of not more than one (1) page for each of the proposed Clinicians including relevant experience, relevant post graduate training, published research and professional development activities.

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| 7 PROGRAM SERVICES |
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- 7.1 **Orientation Activities:** List the critical activities to be performed.
- 7.2 **Equipment:** Provide an inventory list and brief description of all equipment available for use at the proposed facility for the treatment and evaluation of an Injured Worker.
- 7.3 **Reporting:** Provide 1 copy of a complete sample of the following Hand Therapy reports relating to an Injured Worker:
- 7.3.1 Initial Assessment Report.
 - 7.3.2 Discharge Report.
- * The Injured Worker may be fictitious or real, however, all personal information submitted for a real Injured Worker must be severed. E.g. Information is blocked out or unreadable.*

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| 8 QUALITY ASSURANCE |
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- 8.1 **Accreditation/Certification Process:** For the facility locations proposed, state if your organization has successfully completed, or is in the process of completing an Accreditation or Certification process (e.g.: CARF, CCHSA Canadian Council of Health Services Accreditation) and state the name of the accrediting body and the accreditation expiry date.
- 8.2 **Quality Assurance Program:** This is an internal control process designed to measure and ensure the quality of service delivered meets or exceeds the requirements. For the service facility locations proposed:
- 8.2.1 List what aspects of your service(s) are measured to determine if the services are being successfully delivered, e.g. customer satisfaction, etc.
 - 8.2.2 Describe the steps that would be used to **investigate, resolve** and **improve each** of the following situations:
 - 8.2.2.1 To address the concerns of a dissatisfied referral source.
 - 8.2.2.2 Continuously late submission of reports.

8.3 **Policy Manual:**

- 8.3.1 For the service facility locations proposed, provide a copy of the table of contents from your policy manual.
- 8.3.2 Provide a copy of the following policies that appropriately address the following:
 - 8.3.2.1 Emergency Evacuation;
 - 8.3.2.2 Accident/Incident Reporting;
 - 8.3.2.3 Record Retention;
 - 8.3.2.4 Confidentiality.

9 PREVIOUS EXPERIENCE AND REFERENCES

9.1 **Experience with Injured Clientele:**

- 9.1.1 Describe your organization's experience working with Injured Clientele including:
 - 9.1.1.1 Types of services or programs; and
 - 9.1.1.2 Years of experience.
- 9.1.2 Provide information regarding other contracted services or programs provided to WorkSafeBC Injured Workers. Applicants with previous WorkSafeBC experience will be awarded a "minor" number of points.

9.2 **Written References:**

- 9.2.1 **Copies:** Provide a minimum of **two (2)** written references from different companies, as evidence of previous experience with similar services. References may be for contracts currently being performed or where work has been successfully provided. WorkSafeBC reserves the right to contact the submitted references to confirm the nature of the work provided.
- 9.2.2 **Supplemental Reference Information:** Include the following supplemental information for each written reference letter:
 - 9.2.2.1 Describe the nature of the client's business;
 - 9.2.2.2 Describe the specific nature of services provided;
 - 9.2.2.3 Provide the approximate volume of services provided and specify the duration of the working relationship;
 - 9.2.2.4 Describe any problems encountered and describe resolution mechanism in delivering the solutions, if any.

10 VALUE ADDED SERVICES

- 10.1 Provide any additional information on services or amenities you have that would enhance the Injured Worker's experience in your program. Examples include multilingual staff, extended hours, lunchroom/snack bar or pool.

11 SUBMISSION OF INFORMATION

- 11.1 State and confirm the information contained in your submission is accurate and true to the best of your knowledge.

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| 12 CONTRACT TERMS AND CONDITIONS |
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- 12.1 Do you agree to all the terms and conditions as stated in Section V. Sample Contract? If no, describe the stated exception(s) and applicable clause number. WorkSafeBC reserves the right to determine the materiality of any stated exception to the contract terms and conditions. The Respondent's willingness to agree to the general terms and conditions is an evaluation criterion upon which the provider may be evaluated.

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| 13 PROTECTION OF INFORMATION AND PERSONAL PRIVACY |
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The Freedom of Information and Protection of Privacy Act (FIPPA) requires WorkSafeBC and any Service Provider to it, ensures personal information in its custody or under its control is stored or accessed only in Canada except in limited circumstances. As a condition of contract award, the Contractor must provide evidence of their compliance.

Further information is available regarding this requirement at:

<http://www.mser.gov.bc.ca/privacaccess/>. Additional information regarding FIPPA may be obtained through the WorkSafeBC website: www.worksafebc.com by accessing "Health Care Providers" under Customer Centres, then choose the quick link for "Freedom of Information and Protection of Privacy" or choose "Health Care Providers & Practitioners" then choose "Privacy Protection and the Health Care Provider" under highlights.

- 13.1 State if your company is a subsidiary and/or has any affiliation of any type with any entity outside of Canada, if yes, state their names and relationships.
- 13.2 State the legal status of the business. E.g. Sole proprietor, partnership or limited company.
- 13.2.1 If the business is a partnership, state the countries where the partners reside.
- 13.2.2 If the business is a limited company, state the countries where the directors reside.
- 13.3 State if your company is wholly owned by a Canadian entity or not, if not state the nature of the foreign ownership.
- 13.4 State if your company is controlled and operated by a Canadian entity or not, if not state the nature of the foreign control and operations.
- 13.5 State the location where personal information is currently stored, by whom and who would have access to this information.
- 13.6 State how and the location where you propose to store and access personal information you obtain from WorkSafeBC, if successful.
- 13.7 State who provides services for your data systems and the location. If it is not an employee, answer 13.1 to 13.10 in relation to the proposed subcontractor.
- 13.8 Provide a description of current employee procedures and rules relating to disclosure, access and control of personal information. (E.g. levels of access, circumstances, frequency and familiarity with FIPPA, security clearance requirements).
- 13.9 Provide a description of an existing operational privacy plan in the event of a security or privacy breach relating to personal information.
- 13.10 If you propose to subcontract any portion or all of the work under the contract, if you are successful, state where and to whom you intend to subcontract with, and answer 13.1 to 13.10 in relation to the proposed subcontractor.

SECTION IV. – EVALUATION PROCESS

1 EVALUATION PROCESS AND CRITERIA

- 1.1 **Review of Mandatory Requirements:** WorkSafeBC will review all the submissions to determine if they are compliant with the mandatory requirements as stated in Section III. - Overview and Requirements; 4. Mandatory Qualification Requirements.
- 1.2 **Non-Compliant:** Submissions that do not meet all of the mandatory qualification requirements will be rejected.
- 1.3 **Evaluation:** Submissions that meet all the mandatory qualification requirements will be assessed and scored based upon, but not limited to, the principal evaluation criteria listed below.
- 1.4 **Rejection:**
- 1.4.1 Submissions that do not meet the minimum score for “Program Services” and “Quality Assurance” noted below will be rejected.
- 1.4.2 Submissions that do not obtain the total minimum score requirement noted below will be rejected.

| EVALUATION CRITERIA | MAXIMUM SCORE | MINIMUM SCORE |
|------------------------------------|---------------|---------------|
| • COMPANY PROFILE | 3 | |
| • FACILITY SERVICE DESCRIPTION | 2.5 | |
| • PERSONNEL RESOURCES | 2 | |
| • PROGRAM SERVICES | 15 | 9 |
| • QUALITY ASSURANCE | 11.5 | 5 |
| • PREVIOUS EXPERIENCE & REFERENCES | 6 | |
| • VALUE ADDED SERVICES | 1 | |
| • SUBMISSION FORMAT COMPLIANCE | 1 | |

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| TOTAL MAXIMUM SCORE: | 42 |
| TOTAL MINIMUM SCORE REQUIREMENT: | 21 |

- 1.5 **Protection of Information and Personal Privacy (Assessment):**
- 1.5.1 Submissions will be assessed based upon each response to the questions contained in Section III; 13. Protection of Information and Personal Privacy based upon established criteria.
- 1.5.2 Each submission will then receive an assessment grade between low to high.
- 1.5.3 It is the intent of WorkSafeBC to ensure WorkSafeBC has the flexibility it needs to award and enter into contract(s) with the Respondent that obtains the highest total score with an acceptable Assessment relating to Protection of Information and Personal Privacy.

- 1.5.4 WorkSafeBC reserves the right to reject the Respondent with the highest total score if, in the opinion of WorkSafeBC, the Assessment relating to Protection of Information and Personal Privacy is unacceptable. WorkSafeBC may then reject that Respondent and proceed to assess the next highest scoring Respondent and their Assessment or may choose to terminate this RFQ process and not enter into a contract with any of the Respondents.
- 1.6 **Further Clarification:** WorkSafeBC reserves the right to request further clarification from Respondents to assist the WorkSafeBC in finalizing its evaluation.
- 1.7 **Site Visits:** WorkSafeBC reserves the right to conduct site visits to any or all of the Respondent(s) in order to validate information provided in their submission. This includes, but is not limited to, privacy and protection of personal information, equipment and administrative resources and to determine the suitability of any shared facility space.
- 1.8 **Previous WorkSafeBC Experience:** WorkSafeBC reserves the right to eliminate without notice any Respondent from this competitive process that has failed to satisfactorily meet its contractual obligations to WorkSafeBC in any prior contract, in WorkSafeBC's sole opinion. This includes, but is not limited to, where the Respondent has committed:
- 1.8.1 A significant breach in a current or prior contract with WorkSafeBC; and/or
- 1.8.2 Repeated critical or fundamental performance deficiencies without any remedial actions, despite formal notifications from WorkSafeBC.
- 1.9 **Legal Dispute:** WorkSafeBC may disqualify without notice or consultation from the competitive process any Respondent that has been or is currently involved in any legal dispute with WorkSafeBC.
- 1.10 **Conflict of Interest:** WorkSafeBC reserves the right to reject submissions from Respondents, who in the opinion of WorkSafeBC, are in a conflict of interest, in relation to the Services provided in this RFQ. The determination of a conflict of interest will be at WorkSafeBC's sole discretion.
- 1.11 **At this stage:** WorkSafeBC reserves the right to:
- 1.11.1 Not proceed any further with the competitive process; or
- 1.11.2 Request additional information; and/or
- 1.11.3 Award contracts to qualified Providers.
- 1.12 **Contract Award:** It is the intention of WorkSafeBC to award contracts to the qualified Respondents with the highest scoring submission as described in Section IV. – Evaluation Process & Criteria and Section II; Overview and Requirements.
- 1.13 **Award:** WorkSafeBC is not bound to award a contract to any Respondent or qualify any Respondent. The awarding of the contract (if any) shall be made upon all the evaluation criteria provided in this document and shall be at the sole discretion of WorkSafeBC.

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| 2 NOTICE OF SUBMISSION RESULTS |
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- 2.1 **Format of Notification:** WorkSafeBC will notify both the successful and unsuccessful Respondents in writing, once the process is finalized.

SECTION V. - SAMPLE CONTRACT

1 CONTRACT AWARD

- 1.1 WorkSafeBC reserves the right to modify the contract terms and conditions prior to execution.
- 1.2 It is the intent of WorkSafeBC to ensure WorkSafeBC has the flexibility it needs to arrive at a mutually agreeable final contract. The terms of any resulting agreement for the provision of the Services may be negotiated between WorkSafeBC and the Provider.
- 1.3 Prior to and as a condition of contract award:
 - 1.3.1 **Registration with WorkSafeBC:** If under the Workers' Compensation Act of British Columbia, the Contractor providing the Services must be registered with WorkSafeBC or is eligible to purchase Personal Optional Protection (POP), the Contractor must be registered and in good standing with WorkSafeBC for each of the proposed service facility locations; or

Any Contractor that is not registered with WorkSafeBC, must obtain a letter from WorkSafeBC Assessments indicating that the Contractor is not required to be registered by the Act and is not eligible to purchase POP. WorkSafeBC Employer Registration at (604) 244-6182 or www.worksafebc.com.
 - 1.3.2 **Comprehensive General and Professional Liability Insurance:** For each of the proposed service facility locations, the Contractor must provide written proof of insurance before entering into an agreement, as evidence of compliance with the Insurance clause for both the General Comprehensive Liability Insurance coverage in the amount of not less than \$2 million per occurrence and the Professional Liability Insurance coverage in the amount of not less than \$1 million per occurrence.
 - 1.3.3 **Protection of Information and Personal Privacy:** WorkSafeBC reserves the right to conduct a site visit and/or any other activity required in order to validate the Contractor's compliance with privacy and protection of information measures.
- 1.4 WorkSafeBC shall not be obligated to any Provider in any manner until a written contract has been duly executed.
- 1.5 By signing, the Contractor agrees to all the terms and conditions of the contract.

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| 2 SAMPLE OF CONTRACT TERMS AND CONDITIONS |
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The following terms and conditions will apply to any subsequent contract or Agreement for the specific services requested by WorkSafeBC.

BACKGROUND

WorkSafeBC is created by and charged with the administration of the *Workers Compensation Act* R.S.B.C. 1996 c. 492 as amended (the Act). Under the Act WorkSafeBC has been given the authority to provide health care and rehabilitation services to workers who sustain injuries that arise out of and in the course of their employment. In the exercise of that authority WorkSafeBC has established a series of programs and services with different criteria and mandates that are designed to meet Injured Worker and referral source needs, and to assist Injured Workers with recovery from injury with a primary focus on return to work in a safe and timely manner. These programs are referred to as Board Sponsored Rehabilitation Services (B.S.R.S.).

The Contractor has agreed to enter into a contract with WorkSafeBC to provide Hand Therapy Evaluation Services.

Wherefore WorkSafeBC and the Contractor agree as follows:

DEFINITIONS

The following phrases shall have the following meanings when used in this Agreement (the "Agreement").

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| Board Officer: | A WorkSafeBC Case Manager, Entitlement Officer, Vocational Rehabilitation Consultant or other as designated. |
| Board Sponsored Rehabilitation Services (B.S.R.S.): | A term used to describe the network of Services, established by WorkSafeBC. These are a series of Services with different criteria and mandates that are designed to meet Injured Worker and referral source needs, and to assist Injured Workers with return to work in a safe and timely manner. |
| Certified Hand Therapist (CHT): | Means the individual who has successfully met the requirements of certification with the Hand Therapy Certification Commission, Inc. |
| CHCP: | WorkSafeBC Corporate and Health Care Purchasing. |
| Clinical Records: | Includes but is not limited to all notes, reports, records information, instruments and documentation produced relating to Injured Workers or obtained by the Contractor or any other person employed or otherwise engaged by the Contractor in the performance of this Agreement and shall include all copies of the same. |
| Clinician: | Means Physiotherapist, Occupational Therapist, Kinesiologist or Certified Hand Therapist. |

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| Contractor(s): | Means the qualified provider(s) who has entered into an agreement with WorkSafeBC for the provision of the Services. |
| Facility(ies): | Location(s) where the Services are to be performed. |
| FIPPA “Freedom of Information and Protection of Privacy Act”: | Means provincial legislation outlining rights and responsibilities regarding personal information. |
| GRTW: | Means Graduated Return to Work. Is clinically defined as returning to reduced work activities (including any modifications), hours, or a combination of both, with a specified end date to returning to regular duties and hours. |
| HTCC: | Means Hand Therapy Certification Commission, Inc. |
| Hand Therapy Network: | Means a group of contracted Providers delivering Services under the Hand Therapy Agreement. |
| Hand Therapy Services Reference Manual: | Guidelines developed by WorkSafeBC which identify standard protocols and procedures to be followed under this Agreement. |
| Injured Worker/Worker: | The individual as defined in the <i>Workers Compensation Act</i> (the "Act"), who is entitled to compensation under the Act and who receives Services under this Agreement. |
| Job Site Visit: | A workplace visit for the purposes of supporting the Injured Worker in remaining at or returning to work. |
| Kinesiologist (Kin): | Means an individual who has a Bachelor of Science in Kinesiology or a Bachelor of Human Kinetics and is a member in good standing with the British Columbia Association of Kinesiologists. |
| Occupational Therapist (OT): | Means an individual who is a member in good standing with the College of Occupational Therapists of British Columbia. |
| Party: | Means either WorkSafeBC, or the Contractor and “Parties” means either of them. |
| Physical Therapist (PT): | Means an individual who is a member in good standing with the College of Physical Therapists of British Columbia. |
| Services: | The Hand Therapy Services provided by or under the direction of qualified Providers(s) in fulfilling the Contractors obligations as set in Schedule A and Sample Contract of this RFQ. |
| WorkSafeBC, or the Board: | The Workers’ Compensation Board of British Columbia. |

SERVICES

- 1.1 **Services:** The Contractor shall provide to WorkSafeBC the specific Services only as described in Schedule A, A1, Hand Therapy Services Reference Manual and at the rates set out in Schedules B. The Schedules are attached to and form part of this Agreement. The Hand Therapy Services Reference Manual forms part of this Agreement, and by executing this Agreement the Contractor acknowledges having received a copy of it. Services shall be provided in compliance with all criteria, policies and procedures detailed in this Agreement.

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- 1.2 **Facility Location:** The Contractor shall only provide the Service at a Facility identified in Schedule C-Site Specific Services, as being approved by WorkSafeBC for provision of the Services.
 - 1.3 **Non-Exclusive Agreement:** This Agreement is a non-exclusive Agreement, and the Contractor acknowledges that Services are provided to WorkSafeBC by other Contractors. The Contractor 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. The Contractor acknowledges that any referrals or requests for Services made by WorkSafeBC under this Agreement are only as requested by WorkSafeBC. The Contractor shall only provide Services to an Injured Worker after receiving authorization from a Board Officer.
 - 1.4 **The Act:** This Agreement is entered pursuant to the *Workers Compensation Act* and the Services provided under this Agreement are subject to the provisions of the Act.
 - 1.5 **Reduction:** WorkSafeBC reserves the right to reduce the number of Contractors for the Services or for any facility clinic location at any time during the term of this Agreement by invoking the termination for convenience clause.
 - 1.6 **Increase:** WorkSafeBC reserves the right to increase the number of Contractors for any component of the Services or for any facility clinic location at any time during the term of this Agreement.
 - 1.7 **Referrals:** The Contractor must be able to start accepting referrals to the Hand Therapy Program within thirty (30) calendar days upon commence of this Agreement.

TERM

- 2.1 **Initial Term:** WorkSafeBC engages the Contractor and the Contractor agrees to provide the Services described in Schedules A, B and B1 of this Agreement and in compliance with Hand Therapy Services Reference Manual for a term which will commence on _____, and will terminate on _____ (the "Term").
- 2.2 **Renewal:** WorkSafeBC reserves the right to renew the term of this Agreement for up to an additional two (2) years upon mutual agreement of the parties.

FACILITY LOCATION(S)

- 3.1 The Contractor shall only provide the Services at the Facilities that have been approved by WorkSafeBC as described in Schedule C.
- 3.2 Where the Contractor proposes to provide the Services from any additional Facilities, the Contractor shall provide a written request to WorkSafeBC for approval. WorkSafeBC will review the request and advise the Contractor if the additional Facility will be accepted or not.
- 3.3 WorkSafeBC reserves the right, without prior notice, and in its sole discretion, to either cease providing referrals at a specific Facility or to remove any Facility from this Agreement while still maintaining all other Facilities.

CHANGE OF CLINIC OWNERSHIP AND/OR LOCATION

- 4.1 **Written Notice:** If there is a proposed change to the legal ownership of the Contractor and/or proposed change in the Facility location, the Contractor shall provide written notification to the WorkSafeBC Health Care Services Program Manager and the WorkSafeBC Manager of Corporate and Health Care Purchasing. The Contractor shall provide notice at least thirty (30) days prior to any proposed change in legal ownership of the Contractor and/or proposed change in Facility location.
- 4.2 **Review:** The Contractor's notification and request will be subject to review and approval by WorkSafeBC. The WorkSafeBC Health Care Services Program Manager and the WorkSafeBC Manager of Corporate and Health Care Purchasing shall review the change and advise the Contractor whether or not the change in legal ownership of the Contractor and/or change in Facility location will be accepted as part of the Rehabilitation Program Network. Where the new owner or location is not accepted by the Board the Contractor shall not provide Services from the Facility which has the change in legal ownership or from a new business or from a new location.

BILLING AND PAYMENT

- 5.1 **Fee Schedule:** WorkSafeBC shall pay the Contractor in accordance with Schedules B & B1 for providing Services only if the Services have been authorized by WorkSafeBC and that the Contractor has provided the Services in compliance with the terms and conditions of this Agreement.
- 5.2 **Authorized Services:** The Contractor shall only submit invoices for authorized Services described in Schedules A, A1, B & C provided to an Injured Worker. No additional charges shall be invoiced to or payable by WorkSafeBC.
- 5.3 **Payee Number:** The Contractor shall reference the specific payee number assigned for the Services as specified by WorkSafeBC when submitting invoices to WorkSafeBC. The WorkSafeBC payee number assigned is non-transferable. The Contractor shall only submit invoices for Services rendered in respect of an Injured Worker receiving Services as per Schedules A, A1, B & C.
- 5.4 **Invoice Company Name:** All invoices submitted by the Contractor must contain the same Company name referenced on this Agreement.
- 5.5 **Multiple Facility Locations:** Where the Contractor provides the Services from multiple site locations, WorkSafeBC will only issue payment to the location from which the invoice is issued.
- 5.6 **Charges:** The Contractor shall not charge any fees or charges of any nature directly or indirectly to the Injured Worker, any other individual, business or other entity for Services provided under this Agreement.
- 5.7 **Interest:** The Contractor shall not charge interest on accounts and no interest shall be payable in respect of those invoices.
- 5.8 **Currency:** All invoice payments shall be in Canadian funds.

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- 5.9 **PST:** WorkSafeBC is subject to the Provincial Sales Tax (“PST”). Where applicable, the Contractor shall indicate PST separately on all invoices.
- 5.10 **GST:** WorkSafeBC is not subject to the Goods and Services Tax (“GST”). The Contractor shall not include GST on any invoice.
- 5.11 **Fee Items:** WorkSafeBC may assign fee item numbers to the fee descriptions set out in Schedule B and B1 at any time during the Term of this Agreement or any subsequent renewals. If fee item numbers are assigned to the items in Schedule B and B1, the Contractor shall thereafter submit invoices that reference the appropriate fee item number.
- 5.12 **Invoicing Procedures:** WorkSafeBC may change the invoicing procedures and associated software requirements at any time during the Term of this Agreement or any subsequent renewals. WorkSafeBC shall provide written notice to the Contractor regarding any changes.
- 5.13 **Incomplete Services:** The Contractor agrees where upon the Contractor's failure to complete the Services, for any Service component in accordance with Schedule B, the Contractor shall only be reimbursed for Services based upon the actual Services received and as determined by the Program Manager, Health Care Services. WCB shall no longer be under further obligation to the Contractor, except to pay the Contractor such amounts as the Contractor may be entitled to receive for the actual Services that were provided.

INVOICES

- 6.1 **Invoice Submission:** The Contractor shall submit invoices only upon completion of the Services.
- 6.2 **Individual Invoices for Each Injured Worker:** The Contractor shall only submit invoices which reference the Services provided to only one (1) Injured Worker. Where a Contractor is providing Services for multiple Injured Workers simultaneously, the Contractor shall issue a separate invoice for Services rendered in respect of each Injured Worker.
- 6.3 **Invoice Format:** The Contractor shall include the following information on all invoices submitted to WorkSafeBC:
- (a) Contractor Identifying Information:
 - Contractor's Name and Address
 - Contract Number
 - (b) Injured Worker Identifying Information:
 - Injured Worker Name
 - Injured Worker Claim Number
 - (c) Service Information:
 - Payee Number
 - Invoice Number
 - Date of Invoice
 - Date(s) of Month Services
 - Date(s) of Month of report submission
 - Statement describing the approved Services provided (see Schedule A& A1)
 - Fee for Services (see Schedule B)
 - Total Amount Owing

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- 6.4 Invoice Compliance: The Contractor shall only submit invoices as outlined by WorkSafeBC. Invoices that are not compliant will be returned to the Contractor unpaid.
- 6.5 Invoice Returns: WorkSafeBC shall return to the Contractor invoices containing discrepancies or errors, noting areas for correction. If the defect is minor, WorkSafeBC may be correct the invoice. WorkSafeBC shall not pay the Contractor until an invoice which complies with the terms of this Agreement is received by WorkSafeBC or the invoice has been corrected by WorkSafeBC as permitted herein.
- 6.6 Invoice Address: The Contractor shall invoice WorkSafeBC as outlined in the Hand Therapy Services Reference Manual.
- 6.7 Invoice Process: WorkSafeBC shall notify the Contractor in writing of a change in contact information or mailing address, the Contractor shall submit invoices to WorkSafeBC at the changed contact information and/or mailing address from the date of the notice.

QUALIFICATIONS OF PERSONNEL

- 7.1 Qualifications: During the Term of this Agreement, the Contractor shall ensure that the Contractor, its practitioners, employees, servants, agents and/or subcontractors providing Services have the appropriate professional qualifications and licenses as required and defined in Schedule A and the Hand Therapy Services Reference Manual in relation to the Services being provided.
- 7.2 Qualification Review: WorkSafeBC may undertake a review to confirm the professional credentials of the Contractor, its employees, servants, agents and or subcontractors at any time during the Term of this Agreement. If WorkSafeBC determines that the Contractor or any of its employees, servants, agents and/or subcontractors do not possess the required qualifications, WorkSafeBC may immediately terminate this Agreement without prior notice to the Contractor pursuant to clause 29.1.
- 7.3 Change in Status: The Contractor is responsible to notify WorkSafeBC immediately in writing of any change in their registration status with the appropriate professional association or college. WorkSafeBC reserves the right to terminate this Agreement, depending on the nature of the change in registration status.
- 7.4 Expenses: The Contractor is responsible to arrange and/or pay for, at their own expense, any training its employee(s), servants, agents, and/or subcontractor(s) require to meet qualification standards.
- 7.5 Replacement Personnel: The Contractor shall inform WorkSafeBC in writing with a minimum of thirty (30) calendar days of any changes to its Certified Hand Therapist designated to provide the Services. If WorkSafeBC determines that any replacement personnel, in it's sole discretion, does not meet all the mandatory qualifications, WorkSafeBC may immediately terminate this Agreement without prior notice to the Contractor pursuant to clause 29.1.

Where a new Certified Hand Therapist is proposed as replacement personnel, the Contractor shall submit a resume with references for the proposed Certified Hand Therapist for consideration to the WorkSafeBC Program Manager of Health Care Services. The new Certified Hand Therapist must meet all the mandatory qualifications as stated in Schedule A; Staffing Requirements. WorkSafeBC may, in its sole discretion, decide whether to accept the changes to the personnel.

- 7.6 Substitute Personnel: The Contractor shall ensure substitute personnel are available for an absence of the Certified Hand Therapist. This includes absences for vacation, temporary or unexpected leaves of more than five (5) business days. The Contractor shall ensure all substitute personnel fulfill all the mandatory qualifications as stated in Schedule A; Staffing Requirements.

EQUIPMENT

- 8.1 The Contractor shall possess equipment available for use in the evaluation and treatment of Injured Workers including materials and/or supplies for splinting, wound care, scar management, education materials and exercise equipment.
- 8.2 The Contractor shall possess all necessary resources to ensure compatibility with WorkSafeBC for receiving and submitting data.

ADMINISTRATION OF INJURED WORKER DATA

- 9.1 The Contractor shall comply with WorkSafeBC requirements for submission of data. WorkSafeBC shall advise the Contractor in writing of these requirements before the commencement of the Agreement. WorkSafeBC may during the Term of this Agreement change the requirements for data submission following consultation with the Contractor.
- 9.2 WorkSafeBC shall monitor timeliness, encryption and veracity of Contractor information. WorkSafeBC shall use this data to monitor the utilization and effectiveness of the Facility used and the Services provided. The Contractor must enter the required information using WorkSafeBC designated software for all Injured Workers.
- 9.3 The Contractor shall at its own expense possess all necessary equipment to ensure compatibility with WorkSafeBC systems throughout the Term of this Agreement. This equipment includes but is not limited to computer equipment, communication equipment and software.

RECORDS AND AUDIT RIGHTS

- 10.1 The Contractor shall maintain all records and books concerning the Services provided and fees invoiced by the Contractor under this Agreement.
- 10.2 The Contractor shall maintain all records and books, together with all relevant documents and materials, for the duration of this Agreement, including any and all renewals of this Agreement, for seven (7) years following the completion or termination of this Agreement.
- 10.3 When requested by WorkSafeBC, the Contractor shall make available all books and records, together with the supporting or underlying documents and materials, to WorkSafeBC for inspection, audit, or reproduction by its employees and/or subcontractors or 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 records required under this Agreement.
- 10.4 WorkSafeBC may, at any time during the Term of this Agreement, audit all the Contractor's accounting records and books concerning Services provided under this Agreement, including any and all documents and other materials, in whatever form they may be kept, upon which the accounting records and invoices are based.

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- 10.5 Upon receipt of a request from WorkSafeBC, the Contractor shall, within two (2) business days, give WorkSafeBC full access to the Contractor's complete file, including the records in respect to an Injured Worker referral pursuant to this Agreement. This may include identifying previous injury or illness relevant to the current claim or area of injury in question from a previous claim.

CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 11.1 In this Agreement Information includes "record" and "personal information" as defined in BC *Freedom of Information and Protection of Privacy Act* (FIPPA). Any Information supplied by the Contractor to WorkSafeBC and any Information supplied by WorkSafeBC to the Contractor under this Agreement is subject to FIPPA.
- 11.2 The Contractor shall comply with Schedule D and will treat as confidential, and except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfill its obligations under this Agreement will not, without the prior written consent of WorkSafeBC, publish, release or disclose or permit to be published, released or disclosed, any Information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement except as required by law. The Contractor further agrees the collection, use, storage, access and disposal of the Information shall be in compliance with the FIPPA and in particular with Part 3 of FIPPA. The confidentiality requirement is not avoided by removing references to names or other identifying Information. Any violation of this confidentiality requirement or any breach of any relevant privacy legislation will be grounds for immediate termination of this Agreement and may result in WorkSafeBC taking legal action against the Contractor. When any Information is no longer required by the Contractor to carry out the Agreement it shall be returned to WorkSafeBC or destroyed in accordance with the standards set by FIPPA.
- 11.3 The Contractor will allow WorkSafeBC to disclose Information in accordance with FIPPA. If disclosure of any portion of any Information may cause harm to the Contractor, the Contractor must provide details of the harm in accordance with section 21 of the FIPPA.
- 11.4 The Contractor will use secure and encrypted electronic transmission methods when transmitting the Information.
- 11.5 Any Information retained overnight will be secured within a locked room at the Contractor's location. Measures must be in place to restrict access to authorized personnel only.
- 11.6 All employees and/or subcontractors of the Contractor that are directly involved with the performance of this Agreement shall be required to sign and return a confidentiality agreement (Attachment C) to WorkSafeBC.

SITE VISIT

- 12.1 WorkSafeBC shall have the right to access the Contractor's Facility during regular business hours for the purpose of ensuring that the quality of the Services provided are satisfactory to WorkSafeBC. When requested by WorkSafeBC, the Contractor shall meet with representatives of WorkSafeBC to review the quality of the Services and attend to any matter of concern to WorkSafeBC.

ADVERTISING, PUBLICATION OR SOLICITATION

- 13.1 The Contractor shall not advertise its relationship or use WorkSafeBC's name or any contents of this Agreement in any advertising, mailing list or publication, written or verbal, except the Contractor may use the following statement in its advertising: "Part of WorkSafeBC Provider Network".
- 13.2 The Contractor will not use the name of any Injured Worker for any advertising, solicitation, in any mailing list or publication, written or verbal, without prior written consent from the Injured Worker.
- 13.3 Any use or reference by the Contractor to this Agreement to promote, solicit, or disseminate information regarding the details of this Agreement is prohibited except as allowed in clause 13.1 of this agreement.
- 13.4 If WorkSafeBC, in its sole discretion, determines that the use of the phrase noted in 13.1 hereof is inappropriate or in anyway cause harm to WorkSafeBC or its reputation WorkSafeBC may in writing direct the Contractor to cease using any reference to WorkSafeBC in its advertising or may terminate this agreement or both.

WORKSAFEBC ASSESSMENT REGISTRATION

- 14.1 As a condition of the Agreement, the Contractor and each individual clinic location providing the Services shall be registered and in good standing for all approved Facility locations with the Assessment Department of WorkSafeBC if required or permitted under the Act and shall maintain such good standing during the term of this Agreement and any subsequent renewals. If the Services are provided outside of British Columbia the Contractor shall be registered if required or permitted and in good standing with the Workers' Compensation Board or similar authority within that jurisdiction, and shall maintain such good standing during the term of this Agreement and any subsequent renewals.

RIGHT OF SET OFF

- 15.1 If, under this Agreement, or any document delivered under this Agreement, WorkSafeBC becomes obligated or liable to pay any money to the Contractor, WorkSafeBC may, without limiting or waiving any right or remedy against the Contractor under this Agreement, set off against and apply that sum to any amounts owing by the Contractor to WorkSafeBC, including but not limited to accounts for assessments levied against the Contractor by WorkSafeBC, pursuant to the Act, which are due and owing by the Contractor to WorkSafeBC, until that amount has been completely set off.

Assessments as referred to above shall include but are not limited to employer assessments, premiums, penalties, late filing penalties, interest charges, prevention penalties, claims costs pursuant to section 47(2) of the Act, and all other charges which may be levied by WorkSafeBC pursuant to the Act.

OCCUPATIONAL HEALTH AND SAFETY

- 16.1 The Contractor shall at all times during the term of this Agreement and any subsequent renewals provide a safe and healthy environment for the Injured Worker and comply with all applicable

health and safety regulations under the Act. If the Services are provided outside of British Columbia the Contractor shall comply with all applicable health and safety regulations pursuant to the Workers' Compensation legislation in place within that jurisdiction, including but not limited to Occupational Health and Safety Regulations, First Aid Regulations, Occupational Environment Regulations and Workplace Hazardous Materials Information System Regulations.

- 16.2 The Contractor shall comply with all applicable health and safety regulations under the Act while conducting Site Visits.

COMPLIANCE WITH LAWS AND REGULATIONS

- 17.1 The Contractor shall comply with the provisions of all Provincial and Federal legislation, regulations, orders, and directives and Municipal by-laws in the province in which they operate their business, or as they apply to the provision of Services.

INSURANCE

- 18.1 **Commercial General Liability:** During the term of this Agreement and any subsequent renewal, the Contractor shall at its own expense and without limiting its liability under this Agreement insure its operations at each Facility location providing the Services described in Schedules A A1 & C and the Hand Therapy Services Reference Manual under a contract of either comprehensive or commercial general liability, with an insurer licensed in British Columbia or in the province where the Contractor is located, in an amount of not less than \$2 Million per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. The Contractor shall carry this insurance for the term of the Agreement and any subsequent renewal. Such insurance shall include blanket coverage for contractual liability.
- 18.2 **Professional Liability:** During the term of this Agreement and any subsequent renewal, the Contractor shall at its own expense and without limiting its liability herein insure its operations under a contract of professional liability with an insurer licensed in British Columbia or such other organization as approved by WorkSafeBC, in an amount of not less than \$1 million per occurrence, insuring against malpractice, including all subcontractors. The Contractor shall carry this insurance for the term of this Agreement and any subsequent renewals.
- 18.3 The Contractor shall provide written proof of insurance to WorkSafeBC before entering into this Agreement. At any time during the Term of this Agreement, at the request of WorkSafeBC, the Contractor shall provide written proof on continuing insurance to WorkSafeBC.

INDEMNIFICATION

- 19.1 The Contractor shall indemnify and hold harmless WorkSafeBC, its directors, officers, employees, agents, and subcontractors, from any and all claims, demands, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Contractor, its directors, officers, employees, servants, agents, and subcontractors, in the performance by the Contractor of this Agreement.

FORCE MAJEURE

- 20.1 Neither party will be liable for any failure or delay to perform that party's obligations resulting from any cause beyond that party's reasonable control, including but not limited to fires, strikes, work stoppages, acts of government, accidents or delays caused by material shortages.

INDEPENDENT CONTRACTOR

- 21.1 The Contractor is an independent Contractor and neither the Contractor, nor its directors, officers, employees, servants, agents, or subcontractors are the directors, officers, employees, servants, agents, or subcontractors of WorkSafeBC.
- 21.2 The Contractor shall not, in any manner whatsoever, commit WorkSafeBC to the payment of any money to any person, firm or corporation.
- 21.3 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.

ASSIGNMENT

- 22.1 The Contractor shall not assign, either directly or indirectly, this Agreement or any rights, duties, or obligations of the Contractor arising pursuant to this Agreement. However, where the Contractor would otherwise be unable to provide a Service component the Contractor may with the written approval of WorkSafeBC subcontract some of the Services.
- 22.2 Approval of the Contractor's request to subcontract or acceptance of the Services by WorkSafeBC shall not in any way relieve the Contractor of the responsibility for the adequacy of the Services. The Contractor is liable for all damages caused by negligent performance or non-performance of work under this Agreement by the Contractor's Subcontractor or its Sub-subcontractor.
- 22.3 The Contractor shall enter into written agreements with Subcontractors to require them to perform their work as provided in this Agreement and incorporate the terms and conditions of this Agreement into all written agreements with Subcontractors.
- 22.4 If there is a proposed change to the approved Subcontractor, the Contractor shall provide a written request for the approval of the proposed change to both the WorkSafeBC Health Care Services Program Manager and the WorkSafeBC Manager of Corporate and Health Care Purchasing. The Contractor shall not implement the proposed changes unless the changes have been approved by WorkSafeBC.

STANDARD OF CONDUCT

- 23.1 The Contractor shall perform all Services in a professional manner satisfactory to WorkSafeBC, in accordance with the industry codes and/or professional standards as applicable.

23.2 WorkSafeBC has a Standards of Conduct Policy and a Personal Harassment Policy. The Contractor and all employee(s), servants, agents and/or subcontractor(s) shall familiarize themselves with these and conduct themselves accordingly. The two (2) policies will be provided upon request and are available for viewing at www.worksafebc.com.

CONFLICT OF INTEREST

24.1 The Contractor shall ensure that Services are provided to WorkSafeBC without any conflict of interest. Examples of conflict of interest include, but are not limited to:

- a personal relationship between any officer, director, employee, servant or agent of the Contractor and any other person which results in Injured Workers being referred to the Contractor;
- any officer, director, employee, servant or agent of the Contractor approaching WorkSafeBC personnel, other than the individual designated by WorkSafeBC as responsible for the network of providers, to in any way promote the business of the Contractor or otherwise solicit referrals/requests for Services (this clause does not preclude the Contractor from communicating with the Board Officer regarding specific issues related to Injured Worker treatment plans);
- the retention of WorkSafeBC employees and/or subcontractors to assess Injured Workers;
- distribution of promotional material while conducting WorkSafeBC business; and
- providing advocacy services to Injured Workers regarding the management of their claim by WorkSafeBC.
- a clinic that possesses both a WorkSafeBC Hand Therapy and WorkSafeBC Physiotherapy Agreement and treats upper extremities under more than one (1) of these Agreements for the same injury.
- a Physical Therapist working under both a WorkSafeBC Hand Therapy and a WorkSafeBC Physiotherapy Agreement and treats upper extremities under more than one (1) of these Agreements for the same injury.

24.2 In the event that a dispute arises as to whether a conflict of interest exists, such dispute shall be referred to Dispute Resolution as set out in clause 25.1 of this Agreement.

DISPUTE RESOLUTION

25.1 In the event of a dispute arising pursuant to this Agreement that cannot be resolved between the Contractor and the Program Manager of WorkSafeBC Health Care Services, then the WorkSafeBC Vice-President responsible for WorkSafeBC Health Care Services and/or other WorkSafeBC designate shall be advised of the dispute and the Vice-President responsible for WorkSafeBC Health Care Services and Contractor or designated representatives shall meet to attempt to resolve the issue. The decision of the WorkSafeBC Vice-President responsible for WorkSafeBC Health Care Services and/or other WorkSafeBC designate shall be final. The dispute resolution set out herein shall not in any manner affect an Injured Worker's rights pursuant to the Act and the decision of the WorkSafeBC Vice-President responsible for WorkSafeBC Health Care Services and Contractor or designated representatives shall be final, as required by Section 21(6) of the Act.

NON-WAIVER

- 26.1 A party shall not waive a provision of this Agreement or a breach of this Agreement except in writing and signed by that party.
- 26.2 The written waiver by either party of any breach by the other party of any provision of this Agreement is not deemed a waiver of any subsequent breach by the other party of the same or any other provision of this Agreement.

VARIATION OF AGREEMENT

- 27.1 Except as where otherwise provided for in this Agreement, this Agreement will not be varied unless such variation is in writing and is signed by the Manager of Corporate and Health Care Purchasing and the Contractor.
- 27.2 WorkSafeBC reserves the right to revise the Hand Therapy Reference Manual as changes occur during the Term of this Agreement or any subsequent renewals. The parties agree the WorkSafeBC Hand Therapy Reference Manual may be varied without signatures of the parties. WorkSafeBC shall provide written notice to Contractor regarding revisions to the Hand Therapy Reference Manual

GENERAL CONTRACT NOTICES

- 28.1 Any notice, consent, waiver, statement, other document or payment and all or any part of the Services that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of delivery or, if mailed, on the third business day after the mailing of the same in British Columbia by prepaid post addressed, if to WorkSafeBC:

Manager, Corporate and Health Care Purchasing
Workers' Compensation Board
6951 Westminster Highway
Richmond, BC, V7C 1C6
Fax # (604) 276-3260

and if to the Contractor:

[Contact Name]
[Provider]
[Address]
[City/Prov/PC]
Fax #

- 28.2 Either Party may, from time to time, give to the other written notice of any change of address or service location and after giving notice the address will, for purposes of the preceding paragraph, be deemed to be the address of the Party giving such notice.

TERMINATION

- 29.1 **Termination for Breach:** WorkSafeBC reserves the right to terminate all or any part of this Agreement upon the occurrence of any of the following events, including but not limited to:
- (a) failure to deliver the Services in accordance with the terms of this Agreement to the satisfaction of WorkSafeBC; or
 - (b) failure to ensure that the Services are provided by the appropriate qualified practitioner as required by to this Agreement; or
 - (c) failure to meet the Performance Standards as outlined in Schedule A and the Hand Therapy Services Reference Manual; or
 - (d) failure to maintain the Facilities in an satisfactory manner; or
 - (e) filing misleading information or misrepresenting Services or billings; or
 - (f) engaging in behaviour which in the opinion of WorkSafeBC is inappropriate; or
 - (g) failure to rectify defaults or breach where notice has been provided under this Agreement.

Such termination shall be in writing and may be without notice and will be effective upon receipt of written notice of termination by the Contractor and shall not result in any penalty or other charges to WorkSafeBC.

- 29.2 **Notice of Default or Breach:** Without limiting or restricting in any way the Termination for Breach rights as conferred on WorkSafeBC by this Agreement, WorkSafeBC may provide written notification to the Contractor of any breach or default in performance or observance of any of their obligations arising from this Agreement when WorkSafeBC becomes aware of the breach or default in performance.

If the Contractor fails to remedy such default or correct such breach **immediately** after receiving written notice from WorkSafeBC, WorkSafeBC may at its sole discretion terminate this Agreement in accordance with the Termination for Breach requirements as set out in this Agreement.

- 29.3 **Termination for Convenience:** Either party may, without cause, upon a minimum of **sixty (60)** calendar days written notice terminate this Agreement at any time during the Term of this Agreement. After receipt of such notice, WorkSafeBC will no longer be under further obligation to the Contractor, except to pay the Contractor such amount as the Contractor may be entitled to receive for payment of Services provided to the date of termination.

MISCELLANEOUS

- 30.1 **Laws:** This Agreement shall 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 Province of British Columbia.
- 30.2 **Headings:** The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

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- 30.3 Singular/Plural: In this Agreement wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as the case may be, has been used where the context of the parties hereto so require.
- 30.4 Survivability: The obligations of the Contractor, its employees, servants, agents and subcontractors regarding the confidentiality, retention, disclosure, provision to WorkSafeBC and destruction of records survive the termination of this agreement.
- 30.5 Severability: If any provision of this Agreement is for any reason held to be unenforceable or invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the unenforceable or invalid provision had never been included in this Agreement.

ENTIRE AGREEMENT

- 31.1 This Agreement including the Schedules attached to it and the Hand Therapy Services Reference Manual constitutes the entire agreement between the parties and supersedes all previous communications, representations, understandings, and agreements whether verbal or written between the Parties with respect to the subject matter of this Agreement.
- 31.2 All schedules, appendices and manuals attached to or specifically reference to in this Agreement form part of this Agreement.
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|--|---------------------------|
| Schedule A | Hand Therapy Program |
| Schedule A1 | Other Services (Travel) |
| Schedule B | Fee Schedule |
| Schedule C | Site Specific Services |
| Attachment D | Confidentiality Agreement |
| Schedule E | Privacy Protection |
| Hand Therapy Services Reference Manual | |

IN WITNESS WHEREOF, the WORKERS' COMPENSATION BOARD and PROVIDER NAME have executed this Agreement as of the day and year above first written.

Signed for and on behalf of the
**WORKERS' COMPENSATION
BOARD OF BRITISH COLUMBIA**

Signed for and on behalf of the
**WORKERS' COMPENSATION
BOARD OF BRITISH COLUMBIA**

Authorized Signatory
Steve Barnett, VP & Assistant CFO
Claims Management Solutions Division

Authorized Signatory
Sheila Garner, Manager
Corporate and Health Care Purchasing

Date

Date

Witness

Witness

Name

Name

Date

Date

Signed for and on behalf of
PROVIDER NAME

Witness

Authorized Signatory

Name

Print Name of Signatory

Address

Title

Occupation

Date

Date

SCHEDULE A HAND THERAPY PROGRAM

1 DEFINITION AND DESCRIPTION OF SERVICES

The Hand Therapy Program provides Consultation and Treatment Services to Injured Workers who have sustained injuries in the upper extremity below the level of the shoulder. The goal of the program is to provide early, specialized treatment to Injured Workers and to facilitate early return to work. Hand Therapy Services will be provided in accordance with the Injured Worker's specific injury and needs, applying evidence based protocols where applicable.

1.1 STAFFING REQUIREMENT

1.1.1 Program services must be delivered by Certified Hand Therapists.

1.1.2 The Certified Hand Therapist must be available to provide services on site at the facility location at minimum 3 business days per week.

1.2 ADMISSION CRITERIA

1.2.1 The Contractor will perform Hand Therapy Services on Injured Workers who:

- sustain injury in the upper extremity below the shoulder; and
- require specialized hand therapy intervention; and
- have no medical contraindications to an activity-based program.

1.3 EXCLUSION CRITERIA

1.3.1 An Injured Worker will not be admitted to the Hand Therapy Treatment Program if:

- The Injured Worker is currently receiving other rehabilitation services for the same injured area(s) (e.g., chiropractic, physiotherapy, another Board Sponsored Rehabilitation Services such as OR2);
- The Injured Worker has medical contraindications to an activity-based program;
- Evidence exists that an Injured Worker is unlikely to benefit from the program due to barriers that are beyond the scope of the program to resolve (e.g. extreme psychological distress).

1.4 PROGRAM SERVICES

1.4.1 The Hand Therapy Program offers two streams of care:

- Consultation (with the option of adding a JSV)
- Treatment (with the option of adding a JSV and/or Return to Work Coordination)

1.4.2 Consultation

Consultation consists of an assessment and any subsequent follow-up visit(s) resulting in recommendations made to Board Officers for further management.

Consultation may also include:

- Wound care
- Splinting
- Scar management
- Client education
- Job Site Visit

Injured workers may be transferred to active treatment with the approval of the Board Officer. No new written referral is required to transfer a worker from Consultation to Treatment.

1.4.3 **Treatment**

Treatment consists of an initial interview and assessment, subsequent visit(s) and a treatment plan to indicate program duration and expected outcomes. Treatment may include, but is not limited to:

- Wound care
- Splinting
- Scar management
- Mobilization
- Strengthening
- Functional activities
- Client education
- Return to work (RTW) coordination (i.e. RTW planning, implementing and monitoring)
- Job Site Visit

A home exercise and/or general conditioning program shall be offered to improve range of motion and/or strength with specific exercises related to the injury.

1.4.4 **Return to Work (RTW) Coordination**

RTW Coordination services may be requested by the Board Officer for Workers who have been admitted to the Treatment program. The Services consist of development of a GRTW Plan and/or monitoring the Worker during the GRTW.

1.4.5 **Job Site Visit (JSV)**

JSV can be performed by Certified Hand Therapist or delegated PT, OT or Kinesiologist.

The Contractor shall perform a job site visit if approved by the Board Officer.

The Job Site Visit may include, but is not limited to:

- Brief review of work tasks;
- Exploration of the simple job modification and return to work options;
- Consultation with the employer and other relevant stakeholders, to establish an appropriate return to work plan;
- Ongoing support of the GRTW Plan including job coaching.

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| 2 PROGRAM PARAMETERS |
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2.1 FACILITY, EQUIPMENT, ORIENTATION

2.1.1 The Contractor must:

- Maintain a suitable area and equipment with the capacity to provide exercise and/or work activities as required by the individual program;
- Ensure the availability of appropriate assessment, interview and educational space;
- Ensure a safe environment by routine and prompt maintenance of the facility and equipment;
- Ensure safe operation of equipment;
- Maintain a documented safety program;
- Supervise each Injured Worker at all times by the therapist while participating in assessment or treatment.

2.1.2 WorkSafeBC reserves the right to limit the number of Injured Workers that can be treated in any program based on the facilities, equipment and staffing ratios.

2.1.3 The Contractor must provide the Injured Worker with an orientation which includes, but is not limited to the following:

- Injured Workers' consent to participate;
- The program expectations including those pertaining to participation and attendance;
- Complaint resolution process, including the Injured Worker's right to contact the Board Officer and/or the Health Care Services Quality Assurance Supervisor or Program Manager;
- The facility, including safety procedures and evacuation plan.

2.2 PROGRAM DURATION

2.2.1 Consultation includes the initial assessment and any follow-up visits performed within 30 business days. A new referral may be requested if a follow up visit is requested by Board Officer after thirty (30) business days from the initial assessment.

2.2.2 The Length of Stay for Treatment is typically ninety (90) calendar days. In the event if an Injured Worker will likely require more treatment beyond ninety (90) calendar days, the Contractor must contact the Board Officer and Health Care Services to discuss possible treatment options.

2.3 INJURED WORKER ATTENDANCE

2.3.1 The Contractor must contact the Board Officer regarding any Injured Worker absences within one (1) business day of the absence if it is not rescheduled within the same week.

2.3.2 The requirements on attendance and absenteeism must be clearly explained to the Injured Worker during the initial orientation, and repeated as necessary to ensure understanding of expectations and consequences.

- 2.3.3 The Contractor must determine and document in their clinical records the reason for all absences from the program. Ethical and clinical judgment should be used when determining whether unplanned partial attendance on any day (e.g. illness during treatment, emergency at home) will be counted as a Clinic Visit day.
- 2.3.4 Planned absences must be pre-approved by the Board Officer. The program must confirm the absence with the Board Officer.
- 2.3.5 The Contractor shall ensure that the Injured Worker understands that active participation and attendance are essential and that non-compliance may result in suspension of wage loss benefits or discharge from the program.
- 2.3.6 If an Injured Worker is not achieving expectations for reasons of irregular attendance, poor participation or substance abuse, the Contractor must address the issue with the Injured Worker, notify the Board Officer by telephone, and inform the Injured Worker that continued treatment is dependant on demonstrated effort to comply with the program.
- 2.3.7 Contractor may consider discharging the Injured Worker from the Hand Program upon approval from the Board Officer, if the Injured Worker missed three (3) consecutive appointments.

2.4 HOLIDAYS

- 2.4.1 Public holidays are: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- 2.4.2 Public holidays are not included in Program or Participation days; unless the Contractor chooses to remain open and the Worker chooses to attend treatment at the clinic or the work site on the public holiday.

2.5 PROGRAM INTERRUPTIONS

- 2.5.1 The Contractor must contact the Board Officer immediately for authorization when the need for a program interruption is identified.
- 2.5.2 Program interruption must be a minimum of five (5) consecutive business days.
- 2.5.3 The Contractor must identify the nature and duration of all program interruptions, and record in the database.

3 REFERRAL PROCESS

- 3.1 Hand Program may accept referrals from:
- Board Officers via WorkSafeBC Provider Referrals; or
 - Physicians/Surgeons (Direct Referral)

- 3.2 Upon receiving a referral from WorkSafeBC Provider Referrals:
- The Contractor must book the appointment with the Injured Worker and confirm the outcome of this communication or lack thereof with WorkSafeBC Provider Referrals within one (1) business day of the referral.
 - If the Contractor cannot accommodate the Injured Worker within the timeframe specified in Schedule A – ‘Referral to Admission Timelines’, WorkSafeBC Provider Referrals may redirect the referral to another provider.
- 3.3 In the event of a Direct Referral, the Contractor shall complete the ‘Hand Program Direct Referral Information Sheet’ and submit it to WorkSafeBC as soon as possible.
- 3.4 If the Injured Worker cancels or fails to attend the initial visit, the Contractor is responsible for rescheduling the initial visit within three (3) business days. The Contractor must notify the Board Officer and WorkSafeBC Provider Referrals of the rescheduling.
- 3.5 Referral date shall be the date the referral is received from WorkSafeBC or Physician/Surgeon, regardless of Injured Worker rescheduling.
- 3.6 The Hand Therapy Services must be conducted at the facility location to which the referral was sent, unless alternate arrangements have been discussed and approved by Health Care Services.

4 REFERRAL TO ADMISSION TIMELINE

- 4.1 The Contractor must schedule the initial visit for Consultation or Treatment within five (5) business days from the date of referral.
- 4.2 Only if all locally available Contractors have a wait list greater than five (5) business days will the Injured Worker be permitted to wait in excess of five (5) days for admission into the program unless specifically requested by the Board Officer.

5 GENERAL COMMUNICATION REQUIREMENTS

- 5.1 Recommendations for further or alternative intervention, programs, services, or RTW arrangement must be discussed with the Board Officer before documenting it in the reports.
- 5.2 The Contractor must contact the Board Officer as soon as any changes to the treatment plan or RTW status are identified.
- 5.3 Where an incident occurs of accidental or traumatic nature the Board Officer and Referring Physician/Surgeon must be notified immediately and a written incident report must be submitted to the Board Officer.
- 5.4 All Internet communications that contain Injured Worker name and/or claim information must be encrypted.

5.5 Exceptions:

- In the event of an unusual scenario arising that is not specifically described in this Agreement, Contractors must contact Health Care Services for directions.
- The final decisions/recommendations will be communicated to providers in writing via fax from Health Care Services.
- This does not imply that the same decision/recommendation may be applied in future similar circumstances with another Injured Worker without first contacting Health Care Services for direction.

5.6 Absences:

- The Contractor must contact the Board Officer immediately if an Injured Worker fails to attend an appointment and does not reschedule within the same week.

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| 6 REPORTING REQUIREMENTS |
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All reports must be submitted to both WorkSafeBC and the Referring Physician/Surgeon, and contain information as outlined in Section 13 'Reporting Guidelines'.

All reports and invoices must be faxed to the WorkSafeBC with a completed Board Sponsored Rehabilitation Services Fax Cover Sheet (Appendix A) at: 1-888-669-9970

6.1 CONSULTATION

6.1.1 Consultation Report:

- Consultation findings and recommendations must be reported in a Discharge Summary Report using the ERCS software.
- The Discharge Summary Report must be received by the WorkSafeBC within three (3) business days of the initial visit. Report(s) associated with any subsequent follow up visit(s) will be submitted in a MS Word document format. The discharge date for Consultation is defined as the date of the initial visit.

6.2 TREATMENT

6.2.1 Intake Assessment Report:

- The Intake Assessment Report must be received by the WorkSafeBC within three (3) business days of the initial visit. Date of initial visit is considered day zero (0).

6.2.2 Progress Report:

- The Progress Report must be received by the WorkSafeBC no later than every fifteen (15) business days in the program.

6.2.3 Discharge Summary Report:

- The discharge plan must be discussed with the Board Officer at least five (5) business days prior to discharge from the program and documented in the Discharge Summary Report

- The Discharge Summary Report must be received by the WorkSafeBC within three (3) business days of the discharge from the program. Date of discharge is considered day zero (0).
- The discharge invoice is submitted together with the Discharge Summary Report.

6.3 RTW COORDINATION

6.3.1 GRTW Plan:

- When requested by the Board Officer, a GRTW plan of specific hours and job tasks and with a defined end date must be clearly documented, communicated and provided to the Board Officer, Injured Worker, employer and Referring Physician/Surgeon.
- The GRTW Plan must be created in collaboration with all relevant stakeholders.

6.3.2 GRTW Monitoring:

- Progress or status of the GRTW Plan must be included in the relevant Progress and/or Discharge Summary Report(s).
- Contractors must provide a weekly verbal communication regarding the GRTW with the Injured Worker, Board Officer and employer and other relevant stakeholders as indicated.

6.4 JOB SITE VISIT

6.4.1 Job Site Visit Report must be submitted in MS Word document.

6.4.2 The Job Site Visit Report must be received by the WorkSafeBC within three (3) business days of the JSV. Date of JSV is considered day zero (0).

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| 7 FEES |
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7.1 CONSULTATION

7.1.1 A flat fee applies to Consultation and includes any follow-up visit(s) performed within 30 business days from the initial assessment.

7.1.2 An Injured Worker may be transferred to Treatment following Consultation. If the Board Officer approves Treatment, the visit for Consultation will become day one (1) of the Treatment program. Flat fee for Consultation shall not be billed if the Injured Worker is referred on to Treatment.

7.2 TREATMENT

7.2.1 A flat fee applies to Treatment if Injured Workers attend the Hand Program for seven (7) Clinic Visit days or more, including the initial visit.

7.2.2 In situations where the Injured Worker has attended six (6) Clinic Visit days or less, including the initial visit, the Contractor will be reimbursed a flat fee of lesser amount.

7.3 **JOB SITE VISIT (JSV)**

7.3.1 Fees for the Initial JSV and any subsequent JSV(s) are in addition to the flat fee for the Hand Therapy Program.

7.4 **RETURN TO WORK (RTW) COORDINATION**

7.4.1 RTW Coordination may be billed in the following circumstances:

- The Contractor has received a written referral for RTW Coordination; and
- A GRTW Plan has been developed (regardless of whether the Worker initiates the plan); or
- The Contractor monitors the Worker during a GRTW.

7.5 **REPORT TIMELINESS FEE**

7.5.1 Discharge Report timeliness fee is only payable if the Discharge Report is received within three (3) business days of discharge. Discharge date is considered day zero (0).

7.5.2 Job Site Visit Report timeliness fee is only payable if the Job Site Visit Report is received within three (3) business days of the JSV. Date of JSV is considered day zero (0).

7.6 **ADDITIONAL SUPPLIES**

Any services including supplies that could be provided by a therapist(s) while the Injured Worker is attending the program (e.g. hydrotherapy, electrical modalities, manual therapy, Theraband, athletic tape, medical or sterile trays, splinting and materials, Injured Worker Education) are all inclusive in the flat fee and cannot be billed separately. Only those supplies listed below can be invoiced separately upon pre-approval from the Board Officer:

- Leather working splint
- Job garment

7.7 WorkSafeBC does not pay for missed, cancelled or late appointments.

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| 8 WORKSAFEBC INJURED WORKER SATISFACTION |
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8.1 Only those Injured Workers who attended the Treatment program (full or partial treatment) are required to complete the survey.

8.2 Client Satisfaction Surveys and pre-paid envelopes will be provided by Health Care Services. The survey forms contain unique clinic ID for each facility. Please ensure to use only the forms that are assigned to the specific facility.

- 8.3 The Contractor is responsible for entering the Injured Worker's claim number and correct date of discharge (date and month) on the Client Satisfaction Survey before it is distributed to the Injured Worker. The purpose of the survey must be explained to the Injured Worker to encourage completion. All Injured Workers must independently complete the survey and seal it in the pre-paid return envelope provided.
- 8.4 The Contractor must collect the sealed and completed survey from the Injured Worker and mail it on behalf of the Injured Worker as soon as possible. In the event that this is not possible, then the Injured Worker may mail it directly.
- 8.5 Contractor must always supply the original color-coded Client Satisfaction Survey to Injured Workers. Photocopies will not be accepted.
- 8.6 It is the responsibility of the Contractors to order new survey forms and envelopes by contacting Health Care Services at (604) 232-7787 or toll free 1 888 967-5377 ext. 7787. Please allow two (2) weeks time for Health Care Services to process your request.
- 8.7 The Contractor shall inform the Injured Worker of his/her right to contact the Board Officer, Quality Assurance Supervisor, or Program Manager in the event that the Injured Worker has an unresolved complaint.

9 PERFORMANCE STANDARDS

WorkSafeBC will conduct regular reviews to determine the quality of Services provided by the Contractor. The Contractor is expected to meet, and will be measured against the following standards.

- 9.1 Minimum Standards for Performance Measurement for Hand Therapy Program are related to:
- Return to Work recommendations at discharge
 - Durable return to work at one (1) month post-discharge
 - Client satisfaction
 - Client satisfaction response rate
 - Length of stay (LOS)
 - Report timeliness
- 9.2 The Contractor is expected to achieve the following measurable outcomes:
- Within five (5) business days on Referral to Admission Timeline
 - 8.5 on Client Satisfaction at discharge
 - 80% on Client Satisfaction Response Rate
 - 80% on Injured Workers being recommended fit to return to work with and without limitations at discharge
 - 80% for Durable Return to Work at one (1) month post discharge

Length of stay will be monitored and measured against the network averages.

The WorkSafeBC Quality Assurance Supervisor will contact the Contractor at minimum quarterly and/or as needed when a performance standard has not been satisfied.

9.3 PERFORMANCE ISSUES ESCALATION

9.3.1 Where the Contractor fails to meet the performance standard as described in 9.2, the WorkSafeBC will consult with the Contractor for remedial actions.

9.3.2 Upon confirmation of the Contractor's failure to meet the performance standards, the WorkSafeBC will review the situation and where the Contractor's performance is determined to be a breach of the performance standards as outlined in Schedule A, the WorkSafeBC may terminate the Agreement pursuant to clause 29.1 Termination for Breach or issue a Notice of Default pursuant to clause 29.2 and remedies therein.

9.3.3 Contractors not meeting any of the performance standards may be removed from the Provider Network.

10 DATA SUBMISSION AND SATISFACTION QUESTIONNAIRES

10.1 WorkSafeBC will measure outcomes based on submitted data from the Contractor.

10.2 The Contractor must comply with the submission procedures and deadlines to submit data as outlined in the Hand Therapy Services Reference Manual. Failing to meet these procedures and deadlines may result in removal from the Provider Network. WorkSafeBC will monitor timeliness, encryption and veracity of Contractor information.

10.3 All Internet communications that contain Injured Worker name and/or claim information must be encrypted.

10.4 Any errors in data must be reported to the Knowledge Management and the WorkSafeBC Program Manager in writing, within sixty (60) days of the Program Key Performance Indicator Report date, in order to be considered for correction.

10.5 Length of stay (LOS) for all services is measured as the total number of calendar days an Injured Worker is enrolled in a program or service including assessment days and absent days and concluding with a discharge date. LOS excludes any Program interrupt days.

10.6 The Discharge date for workers that have been referred and participated in a GRTW will be defined as the last day of the GRTW. For workers attending treatment only, the Discharge date is the last date the worker attended the clinic unless discharge follows a program interrupt.

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| 11 | HAND THERAPY SERVICES REFERENCE MANUAL |
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- 11.1 The Hand Therapy Services Reference Manual is the procedural reference manual for services under this agreement.
- 11.2 WorkSafeBC reserves the right to revise procedures within the Hand Therapy Services Reference Manual should operational, legislative or technological changes occur.
- 11.3 The Contractor will receive written notification from the WorkSafeBC Program Manager or designate of any changes.
- 11.4 The Contractor will be provided with a copy of the manual upon contract award.
- 11.5 The Contractor is responsible for maintaining the manual, incorporating any updates and communicating these updates with all staff members.

SCHEDULE A1

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| OTHER SERVICES (TRAVEL) |
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1.1 PRE-AUTHORIZED TRAVEL AND INCIDENTAL EXPENSES

- 1.1.1 Travel time includes traveling time, time for finding appropriate location on the job site and is over and above the time spent performing the Job Site Visit.
- 1.1.2 The fee for the Job Site Visits (Schedule B) is inclusive of up to one (1) hour of return travel time.
- 1.1.3 Where total travel time exceeds one (1) hour for any visit to the work site, the Contractor may bill \$50 dollars an hour or portion thereof to the nearest quarter (1/4) hour. All additional travel time must be Pre-Authorized by a Board Officer.
- 1.1.4 WorkSafeBC does not cover the cost of meals.
- 1.1.5 The WorkSafeBC is not responsible for travel time or any other costs related to delays as a result of weather or any other unforeseen circumstances.
- 1.1.6 In unique or unusual circumstances the Board Officer may negotiate flat rate travel allowances and/or incidental expenses.

SCHEDULE B – FEE SCHEDULE

| SERVICE | BUSINESS RULES | FEE July 1, 2006 – June 30, 2010 | FEE July 1, 2010 to June 30, 2012 |
|---|---|---|--|
| 1.0 | | | |
| Consultation | <ul style="list-style-type: none"> • Flat fee. • Includes initial and any follow-up visits scheduled within 30 business days of initial visit. • Fee is not billable if Injured Worker is admitted to Hand Therapy Treatment Program. | \$245.00 | \$270.00 |
| Partial Treatment | <ul style="list-style-type: none"> • Flat fee paid when Injured Worker participates in six (6) treatment days or less. • Fee inclusive of Intake, Progress and Discharge reports and all telephone communications. | \$245.00 | \$270.00 |
| Treatment Program | <ul style="list-style-type: none"> • Flat fee paid when Injured Worker participates in a minimum of seven (7) treatment days. • Fee inclusive of Intake, Progress and Discharge reports and all telephone communications. | \$1015.00 | \$1060.00 |
| Treatment Program with RTW Coordination | <ul style="list-style-type: none"> • Flat fee paid when Injured Worker participates in a minimum of seven (7) treatment days and RTW Coordination is completed by provider. • Fee inclusive of Intake, Progress, Discharge reports and GRTW Plan report • Only billable if RTW Coordination is referred by a Board Officer. • Fee includes all expenses associated with RTW Coordination (e.g. telephone communications). | \$1415.00 | \$1500.00 |

| SERVICE | BUSINESS RULES | FEE July 1, 2006 – June 30, 2010 | FEE July 1, 2010 to June 30, 2012 |
|----------------------------------|---|---|---|
| Discharge Timely Report Fee | <ul style="list-style-type: none"> • Paid when Discharge Report is received within three (3) business days of discharge. • Not payable if Report received after three (3) business days of discharge. | \$50.00 | \$50.00 |
| Job Site Visit (JSV) | <ul style="list-style-type: none"> • Flat fee payable following receipt of a JSV Report. | \$220.00 | \$220.00 |
| Subsequent Job Site Visit | <ul style="list-style-type: none"> • Flat fee payable following receipt of a Subsequent JSV Report. | \$80.00 | \$85.00 |
| Job Site Visit Timely Report Fee | <ul style="list-style-type: none"> • JSV report received within three (3) business days of the JSV. • Not payable if Report received after three (3) business days of the JSV. | \$55.00 | \$55.00 |
| OTHER SERVICES | | | |
| Pre-Authorized Travel | <ul style="list-style-type: none"> • Travel time in excess of one (1) hour. • Must be pre-authorized by Board Officer. | \$50.00/hour or portion thereof to nearest quarter hour | \$50.00/hour or portion thereof to nearest quarter hour *(subject to review) |

SCHEDULE C
SITE SPECIFIC SERVICES

Approved Facilities: The Contractor, **Provider Name**, is authorized to perform the Services from the following approved Facilities:

| Facility Name & Address | Payee # |
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DEFINITIONS” -

1. In this Schedule,
 - (a) “the FIPPA” means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (a) “**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;
 - (b) “**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.
 - (c) “**Contractor**” means a consultant, provider, service provider, supplier or vendor who provides goods and/or services to WorkSafeBC.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable WorkSafeBC to comply with its statutory obligations under the FIPPA with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or WorkSafeBC otherwise directs in writing, the Contractor:
 - 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,
 - must collect personal information directly from the individual the information is about, and
 - must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the person designated by WorkSafeBC to answer questions about the Contractor’s collection of personal information as the WCB FIPP Coordinator, PO Box 2310 Stn Terminal, Vancouver, BC, V6B 3W5, (604) 279-8171.

Accuracy of personal information

4. 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

5. If the Contractor receives a request for access to personal information from a person other than WorkSafeBC, the Contractor must respond to the request pursuant to any relevant legislation unless the Agreement expressly provides otherwise.

Correction of personal information

6. 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 WorkSafeBC must advise the Contractor of the date the correction request was received by WorkSafeBC in order that the Contractor may comply with section 9.
7. Within 5 business days of correcting or annotating any personal information under section 6, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to WorkSafeBC, the Contractor disclosed the information being corrected or annotated.
8. 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 WCB FIPP Coordinator as set out in section 3(c).

Protection of personal information

9. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement. Personal Information shall be kept according to the standards of WorkSafeBC or of the professional governing body/college of the Contractor whichever imposes the higher standard. Transferring the physical custody of any personal information to the Contractor for the purposes of the Agreement does not equate transference of control. Access, use, disclosure, destruction and integrity of the personal information remains in the control of WorkSafeBC. The Contractor agrees to cooperate and assist in any public body investigation of a complaint that personal information has been used or disclosed contrary to the Act or any agreement between WorkSafeBC and the Contractor.

Storage and access to personal information

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

Retention of personal information

11. 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

12. Unless WorkSafeBC otherwise directs in writing, the Contractor may only use personal information if that use is:
 - (a) for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement; and
 - (b) in accordance with section 11.

Disclosure of personal information

13. 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.
14. Unless the Agreement otherwise specifies or WorkSafeBC otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Inspection of personal information

15. 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 may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor’s premises to inspect any personal information in the possession of the Contractor or any of the Contractor’s information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to and institute any recommended changes, any such inspection.

Compliance with the Act and directions

16. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the FIPPA and
 - (b) any direction given by WorkSafeBC under this Schedule.
17. The Contractor acknowledges that it is familiar with the requirements of the FIPPA governing personal information that are applicable to it as a service provider.
18. In the event the Contractor has employees and/or subcontractors involved in the performance of the Agreement, the Contractor agrees to require each employee and/or subcontractors to attend an annual Freedom of Information Training seminar and to annually sign a confidentiality agreement in accordance with the confidentiality agreement attached to this Schedule with the Contractor .

Notice of non-compliance

19. 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.

Termination of Agreement

20. In addition to any other rights of termination which WorkSafeBC may have under the Agreement or otherwise at law, WorkSafeBC may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

21. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
22. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
23. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
24. If a provision of the Agreement (including any direction given by WorkSafeBC under this Schedule) conflicts with a requirement of the FIPPA or an applicable order of the commissioner under the FIPPA, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
25. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.

ATTACHMENT 1

CONFIDENTIALITY AGREEMENT

REGARDING AGREEMENT BETWEEN WORKSAFEBC and

I, _____ (*print name*), recognize that WorkSafeBC is a public body within the *Freedom of Information and Protection of Privacy Act* (the “Act”) of British Columbia and that in Schedule 1 of the Act the definition of “employee” includes a service provider and “service provider” is defined as a person retained under a contract to perform services for a public body such as me.

I agree to keep confidential all information provided by WorkSafeBC pursuant to the Agreement between the Workers’ Compensation Board and _____ (the “Agreement”) as noted above. I will not access, use or disclose any of the information provided by WorkSafeBC or which comes to my attention as a result of the Agreement, for any purpose not specifically contemplated by the Agreement. I understand that should I breach this confidentiality agreement in anyway whatsoever I may be subject to discipline, up to and including termination.

ACKNOWLEDGED AND AGREED TO THIS _____ DAY OF _____ 200_

Per:

(*signature*)

Witness:

(*name and signature*)