

## **SCHEDULE B**

### **FEEES**

#### **TERMS AND CONDITIONS**

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

**FEE CODES AND RULES**

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

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

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

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

**SCHEDULE C**

**FACILITY(IES)**

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

<b>A. Facility Name &amp; Address</b>	<b>MSP Payee # (Note: Contractor is limited to one MSP payee # per Facility)</b>

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

Reference Only

**SCHEDULE D – PRIVACY SCHEDULE****Definitions**

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

**Collection of personal information**

2. Unless the Agreement otherwise specifies or WorkSafeBC otherwise directs in writing, the Contractor:
  - (a) may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement;
  - (b) must collect personal information directly from the individual the information is about; and
  - (c) must tell an individual from whom the Contractor collects personal information:
    - i. the purpose for collecting it;
    - ii. the legal authority for collecting it; and
    - iii. to contact the FIPPA Designate to answer questions about the Contractor's collection of personal information at PO Box 2310 Stn Terminal, Vancouver, BC, V6B 3W5, (604) 279-8171, email [fipp@worksafebc.com](mailto:fipp@worksafebc.com).

**Accuracy of personal information**

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

**Requests for access to personal information**

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

**Correction of personal information**

5. Within 5 business days of receiving a written direction from WorkSafeBC to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction and advise WorkSafeBC when the correction is completed.
6. If the Contractor receives a request for correction of personal information from a person other than WorkSafeBC, the Contractor must promptly advise the person to make the request to the FIPPA Designate.

**Protection of personal information**

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

**Storage and access to personal information**

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

**Breach Notification and investigation**

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

**Retention of personal information**

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

**Use of personal information**

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

**Disclosure of personal information**

12. Unless WorkSafeBC otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than WorkSafeBC if the disclosure is for the performance of the Contractor's obligations or the exercise of the Contractor's rights under the Agreement.
13. Unless the Agreement expressly permits or WorkSafeBC otherwise expressly permits in writing, the Contractor must not disclose personal information outside Canada.

**Inspection of personal information**

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

**Compliance with FIPPA and directions**

15. The Contractor must in relation to personal information comply with:
  - (a) the requirements of FIPPA applicable to the Contractor as a service provider, including any applicable order of the Commissioner under FIPPA; and
  - (b) any direction given by WorkSafeBC.
 If a provision of the Agreement or any direction given by WorkSafeBC under this Schedule conflicts with a requirement of FIPPA or an applicable order of the Privacy Commissioner, the conflicting provision of the Agreement or direction will be inoperative to the extent of, and limited to the duration of, the conflict.
16. The Contractor acknowledges that it is familiar with the requirements of FIPPA that are applicable to it as a service provider.
17. In the event the Contractor has employees, subcontractors and/or agents involved in the performance of the Agreement, the Contractor agrees to ensure each one is trained on and familiar with FIPPA requirements and the requirements of this Schedule.

**Notice of non-compliance**

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

**Interpretation**

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