

Occupational therapy performance standards



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1. Introduction

1.1 Introduction

ICBC engages with an extensive network of service providers that provide occupational therapy care to ICBC claimants injured in motor vehicle accidents (“ICBC Customers”). Occupational therapists (“OTs”) wishing to become part of ICBC’s network must deliver a signed Occupational Therapist Participation Agreement to ICBC for consideration as a condition of approval by ICBC, such approval being within ICBC’s sole discretion. If approved, the OT will be designated as an “ICBC Approved Occupational Therapist” (“Approved OT”).

1.2 Key terms

In these Performance Standards:

- the “Firm” is the business entity (a sole proprietorship, a partnership, a corporation or another type of business entity) that is engaged by the ICBC Customer to provide occupational therapy services. The Firm may be, but is not required to be, an Approved OT, and may be an OT firm or service provider employing OTs.
- the “ICBC Claims Contact” is the primary ICBC representative on a file that has authority to provide approval for claims/referrals. The ICBC Claims Contact may be the ICBC file handler, Claims Specialist, Customer Recovery Specialist or otherwise.

1.3 Compliance

Approved OTs and Firms are required to comply with all of the Occupational Therapy Performance Standards as outlined in this document, and any applicable instructions or requirements provided by ICBC or set out on the ICBC Business Partners Page (the “Partners Page”). Approved OTs and Firms may receive referrals from ICBC and will be paid directly by ICBC for authorized services provided to ICBC Customers in accordance with the Fee table published on the Partners Page.

2. Approved OT Requirements

2.1 Each Approved OT must:

- (a) be a registered member in good standing, with a ‘Practising Full’, ‘Provisional’ or ‘Provisional Re-Entry status’, of the College of Occupational Therapists of British Columbia (“COTBC”) or equivalent provincial OT regulatory authority in the Canadian province where the Approved OT practices (each, an “Other College”). All Approved OTs must meet and maintain all requirements for registration in good standing, as acknowledged by the COTBC or Other College, without any restrictions, conditions or limitations;
 - a. Provisional and Provisional Re-Entry status is accepted on the condition that the Guideline for General Supervision, or equivalent requirements of an Other College, is followed. Any practice or performance conduct inquiries involving an Approved OT with Provisional or Provisional Re-Entry status will include the supervising OT who must also be an Approved OT (see Sections 12 and 13 of these Performance Standards).
- (b) adhere to all COTBC standards of practice including but not limited to the Code of Ethics, College Bylaws, Essential Competencies of Practice of Occupational Therapy, Practice Standards, Guidelines, Scope of Practice Statements and Advisory Statements, or the equivalent standards of the relevant Other College;
- (c) comply with all applicable laws and ICBC policies;
- (d) have no evidence of documented poor quality service or justified customer service complaints in the last twelve (12) months prior to application;

- (e) report in writing to the ICBC Claims Contact any perceived, potential or actual conflict of interest as it arises with respect to the Approved OT, the Firm, the ICBC Customer, or any associated business or healthcare providers. If the conflict is not related to a specific claim or customer, the issue must be submitted in writing to the ICBC Business Process Advisor by contacting the ICBC Health Care Inquiry Unit and requesting that an escalation be raised; and,
- (f) provide proof of valid professional liability insurance of a minimum \$5,000,000 in coverage.

ICBC will not approve:

- Registrants with a restricted status or that are subject to practice restrictions or conditions due to a patient complaint or inquiry or investigation by the COTBC or an Other College.

ICBC reserves the right to withdraw its approval at its sole discretion, including specifically in circumstances where an Approved OT loses their registration status with the COTBC or an Other College, or becomes subject to practice restrictions or conditions.

3. Firm Requirements

3.1 Each Firm must:

- (a) have and maintain a valid ICBC vendor number;
- (b) annually submit a complete and accurate OT Declaration and Privacy Checklist;
- (c) accurately declare to ICBC the locations served by their staff;
- (d) comply with all applicable laws and ICBC policies;
- (e) be solvent and meet their financial obligations to third parties as they become due;
- (f) have no outstanding tax demand, garnishing order, or court order against them;
- (g) not be the subject of a proceeding for bankruptcy or the relief of creditors that has not been discharged;
- (h) have no evidence of documented poor quality service or justified customer service complaints in the last twelve (12) months prior to application;
- (i) have not used any of ICBC's proprietary marks without authorization;
- (j) provide proof of commercial general liability insurance with a minimum \$2,000,000 in coverage;
- (k) provide proof of WorkSafeBC registration or the equivalent from the Canadian Province where the Firm is located, unless the Firm is a sole proprietor who does not employ any other employees;
- (l) register provincially in the jurisdiction of practice either as a corporation, partnership or proprietorship, as applicable, and register a business name or style if operating under a different name than their registered name;
- (m) provide proof of a valid business license to operate as an OT service provider in accordance with the applicable local law;
- (n) adhere to COTBC or applicable Other College standards with respect to conflicts of interest and report any perceived, potential or actual conflict of interest as it arises with respect to the Firm's Approved OTs, the business or the client. Firms must not engage in any activity or behaviours that may create any perceived, potential or actual conflict of interest with respect to its Approved OTs, the business, the client, or any associated business or healthcare providers.

4. Accepting Referrals

4.1 Referral from third parties or allied health professionals

To be eligible for direct funding, Approved OTs and Firms must consult the ICBC Claims Contact prior to accepting assignments or instructions to provide services to an ICBC Customer directly from legal counsel or other third parties, including allied health professionals, in order to determine whether funding is authorized and the work is eligible for direct payment by ICBC.

Services provided without authorization from ICBC may not be paid for by ICBC, either in whole or in part.

4.2 Clarify referral purpose

Each Approved OT or Firm in receipt of a referral to provide services to an ICBC Customer must confirm with the ICBC Claims Contact the specific purpose of the referral and any timelines or restrictions placed on the authorization or funding. See Appendix A of these Performance Standards for examples.

Services provided without confirmation with ICBC may not be paid for by ICBC, either in whole or in part.

Failure to confirm all details of the referral as outlined above may result in termination of the engagement on the file or other compliance actions as outlined in section 13 of these Performance Standards.

4.3 Authorizations

A referral authorized by ICBC provides authorization to the Approved OT to undertake an initial assessment of the ICBC Customer, up to the development and submission of a rehabilitation plan/initial report, or as otherwise specified by the ICBC Claims Contact.

4.4 Customer Contact

The Firm or Approved OT must attempt to make initial contact with ICBC Customers within one business day following the acceptance of an assignment. For the purpose of this calculation, one business day means a period of 24 hours, excluding weekends or statutory holidays, except where the customer has been discharged from a hospital on a weekend or statutory holiday, in which case initial contact should be made within 24 hours of discharge.

The Firm or Approved OT must not make commitments to the customer relating to ICBC funding until authorization from ICBC has been received.

- If the Approved OT or Firm is unable to connect with the ICBC Customer within 24 hours, they are required to leave the customer a voice message or send the customer an email upon the initial contact attempt, whenever possible. At a minimum, a second follow up attempt is required within 24 hours of the first attempt at contact.
- If the Approved OT or Firm is unable to connect with the customer within 48 hours from the time of acceptance of assignment, they must inform the ICBC Claims Contact immediately.

4.5 Initial Assessment

Unless otherwise directed or agreed to by ICBC, initial assessments must be conducted face-to-face with ICBC Customers within 7 calendar days of acceptance of the referral.

- If the Approved OT is unable to conduct the initial assessment within 7 calendar days from the time of acceptance of assignment, they must inform the ICBC Claims Contact immediately.

4.6 Skills and Competencies

An Approved OT must identify any instance where they may not have the requisite knowledge, skills, and/or abilities required to effectively provide the requested services to a particular customer based on the context for the referral. In such circumstances, the Approved OT must contact the ICBC Claims Contact to discuss if a referral to another OT is required, either in whole or in part, for the effective provision of Services.

4.7 Subsequent Referrals

An Approved OT who has accepted an assignment cannot subsequently refer the assignment to another Approved OT, non-approved OT or service provider (even within their firm) without ICBC's consent.

5. Hospital Discharge Program (HDP)

5.1 Hospital Discharge Sub-roster

Upon execution of an Occupational Therapist Participation Agreement, the Approved OT must confirm whether they wish to be identified on the HDP sub-roster. Only Approved OTs on the HDP sub-roster will be contacted to accept referrals in accordance with section 5.2 below.

5.2. Accepting Hospital Discharge Assignments

By accepting an HDP assignment, Approved OTs accept responsibility for delivering timely services and working with the ICBC HDP Team to secure any additional support services and address any barriers to discharge identified by the Approved OT, the ICBC Claims Contact or hospital staff.

The Approved OT will determine the critical and non-critical support services required, relay this to the ICBC Claims Contact, and confirm with the ICBC Claims Contact whether organizing and arranging these services is within the scope of the HDP referral or will be arranged by ICBC.

6. Treatment Guidelines

6.1 Treatment Plans

Approved OTs must assess and determine treatment plans in accordance with the COTBC or applicable Other College guidelines and practice standards, using evidence-informed practice protocols when establishing a working diagnosis and providing and recommending treatments.

6.2 Patient Education

When treating an ICBC Customer the Approved OT must educate the patient with respect to the following:

- (a) If applicable, the desirability of an early return:
 - (i) to the activities the patient could perform before the injury, or
 - (ii) to the patient's employment, occupation or profession or the patient's training or education in a program or course;
- (b) an estimate of the probable length of time that symptoms will last;
- (c) the usual course of recovery;

- (d) the probable factors that are responsible for the symptoms the patient may be experiencing;
- (e) appropriate self-management and pain management strategies.

7. Reporting Requirements

7.1 General Reporting Requirements

Approved OTs must report to ICBC on patient progress and provide updated treatment plans for the duration of the assignment. When completing and providing reports to ICBC, Approved OT's must ensure:

- a) that the patient has provided their consent to the release of personal information or that the report is provided in compliance with the Health Care Provider Report request letter (CL491), and
- b) that the content of the report is in compliance with all COTBC or applicable Other College requirements.

7.2 Report Templates

All reports must be completed using the ICBC report templates located on the Partners Page. ICBC will not pay time billed for report preparation if the report is incomplete when submitted. An incomplete report must be completed and resubmitted in order to qualify for payment.

7.3 Report Timelines

Approved OTs must adhere to the following timelines when providing reports to ICBC, unless the patient's refusal to consent to the release of the report renders the Approved OT unable to do so. Services will not be authorized until such time that the ICBC Claims Contact receives and reviews the Approved OT's report(s).

Initial Assessment Report	due within 14 calendar days of the first meeting with the customer
Progress Report	due every 90 calendar days from the date of the first assessment
Discharge Report	due within 14 calendar days of the termination of the assignment

7.4 Supplementary Reports

Graduated Return to Work plans or other supplementary reports requested by ICBC as part of referred and authorized services can be completed in the format established by the Firm, unless an ICBC template is made available.

8. Equipment

8.1. Authorization

Approved OTs must obtain authorization from ICBC prior to purchasing any medical equipment. The following are specific guidelines for the procurement of medical equipment for ICBC Customers.

ICBC may provide limited formal pre-authorization for a period of 90 days for the purchase of equipment when:

- the cumulative cost of the medical equipment is below \$2,000;
- the medical equipment is covered by the Mobility Devices and Durable Medical Equipment Master Standing Agreement; and,
- the medical equipment is purchased from an ICBC approved medical equipment supplier.

Additional express authorization from ICBC is required when:

- the cumulative cost of the medical equipment is above \$2,000;
- the medical equipment is purchased from a non-ICBC approved medical equipment supplier;
- the medical equipment is not covered by the Mobility Devices and Durable Medical Equipment Master Standing Agreement;
- rush delivery of the medical equipment is needed; or,
- the Approved OT's pre-authorization period for the equipment has expired.

Any urgent equipment required due to safety issues can be authorized verbally. While health care services are generally not taxable, tax must be included as applicable.

8.2 Medical Equipment Mobility Devices and Durable Medical Equipment Master Standing Agreement

Mobility devices and durable medical equipment must be purchased from an approved medical equipment supplier in accordance with the BC Government [Mobility Devices and Durable Medical Equipment Master Standing Agreement](#), when applicable. Unless pre-authorized by ICBC, a single quote must be provided to the ICBC Claims Contact in order to receive authorization for the purchase of equipment obtained under the Mobility Devices and Durable Medical Equipment Master Standing Agreement. Where a quote does not seem reasonable, the Approved OT may request a quote from another service provider in order to support ICBC in delivering benefits while maintaining fiscal responsibility.

8.3 Other Medical Equipment

Medical equipment not covered under the Mobility Devices and Durable Medical Equipment Master Standing Agreement ("Other Medical Equipment") may be procured by the Approved OT if it is deemed medically necessary to support a customer's rehabilitation and it is authorized by the ICBC Claims Contact. Whenever possible, equipment must be purchased from a physical location in order to support returns and refunds as may be necessary.

A minimum of two quotes must be obtained for Other Medical Equipment to ensure that the most cost effective purchase is made.

Only the quote for the equipment most likely to be purchased must be provided to the ICBC Claims Contact, but proof of both quotes must be provided to ICBC upon request. Any significant deviation from the provided quote at the point of purchase must be relayed to the ICBC Claims Contact immediately.

When Other Medical Equipment cannot be purchased from a physical location, the Approved OT must make assurances that the equipment is returnable and refundable at no extra cost to ICBC. ICBC is not responsible for the cost of equipment that does not meet the ICBC Customer's needs, nor is ICBC responsible for the cost of returns, including service or restocking fees and/or shipping.

9. Discharge

9.1 Discharging a Customer

ICBC may request that an Approved OT discharge an ICBC Customer when:

- (a) the purpose of the referral has been satisfied,
- (b) further rehabilitation is unlikely to result in significant functional improvement,
- (c) treatment goals have not been met and further treatment is unlikely to achieve them,
- (d) the customer is not participating actively in the course of treatment, or
- (e) ICBC determines at its sole discretion that it is appropriate to do so.

10. Billing Requirements

10.1 Line Items

All invoices submitted to ICBC must adhere to the instructions published on the Partners Page, including but not limited to the current [occupational therapy HCPIR line item guide](#). This guide may be updated from time to time by ICBC.

10.2 Billing Limits

All time spent must be billed rounded to the next tenth of an hour (i.e., 6 minute increments). The following limits apply to all invoicing unless expressly authorized by ICBC.

Service Type	Maximum Limit	Details
Initial File Review	45 minutes	N/A
Assessment Time	3 hours of direct assessment time	Time should reflect the complexity of the referral and the ICBC Customer's circumstances, where less complex assessments and reports are billed at reduced durations. Includes organizing, categorizing and processing assessment findings for the purposes of planning and reporting.
Reporting Time — Initial Report	3 hours	Time should reflect the complexity of the referral and the ICBC Customer's circumstances, where less complex assessments and reports are billed at reduced durations.
Reporting Time — Reassessment or Discharge Report	2 hours	
Communication	Communication time is limited to Part 7 Accident Benefits entitlements and related care and recovery activities.	ICBC will not pay the cost of communications with an ICBC Customer's lawyer or other legal representative, without the prior written approval of ICBC.
Travel Time	Up to a maximum of 90 minutes per direct treatment session, unless otherwise authorized by ICBC.	See section 10.3 below. Travel time must be pro-rated across customers, regardless of funder.
No-show/late cancellation	Up to a maximum of one occurrence per assignment, billed as the lesser of one hour of treatment time or total productive time lost, plus any incurred travel time.	The Firm is expected to hold customers accountable to their own no-show policies for additional occurrences, unless exception authorization has been granted by ICBC.
Service hours; all inclusive	Limited to the time authorized by the ICBC Claims Contact.	All additional hours outside of the initial or subsequent 'cost projection' authorization needs to be pre-authorized by the ICBC Claims Contact.

10.3 Travel time

An Approved OT may bill for actual travel time required for treatment related purposes, rounded to the next tenth of an hour. Whenever possible, travel time must be allocated and billed between different funders and customers, including those that are not ICBC Customers, to avoid duplicate billing. When travel time is expected to exceed 90 minutes, the ICBC Claims Contact must be informed immediately. Travel time in excess of 90 minutes may not be paid unless it has been expressly pre-approved by ICBC.

If travel time in excess of 90 minutes per treatment session is required, the file may be reassigned provided appropriate service levels can be maintained.

10.4 Prohibited Disbursements

The following activities are considered by ICBC as included in the hourly rate, and will not be paid by ICBC as additional expenses/disbursements:

- administration fees
- postage, courier or copying fees for reports, including attachments, and records (other than clinical records) provided to ICBC
- supervision or staffing required for normal business operations
- cell phone and long distance charges
- parking fees
- gym, community centre or other user or admission fees for use of facilities by the Approved OT

No fee in excess of the regulated rate may be charged to ICBC or the ICBC Customer in relation to services relating to an ICBC claim.

11. Confidential Information

11.1 Definition of Confidential Information

“Confidential Information” means any data or information that exists as of or after the effective date of these Performance Standards about ICBC, including ICBC’s business, assets, developments, processes, marketing, liabilities, products, services, customers, suppliers or intellectual property disclosed by ICBC (either orally, in writing or digitally) to the Approved OT or Firm, but excludes information that:

- a) when disclosed by ICBC to the Approved OT or Firm, is publicly available or that becomes available to the public after the disclosure by no act or omission of the Approved OT or Firm;
- b) is disclosed to the Approved OT or Firm by an independent third party who has no confidentiality obligations or other restrictions with respect to such information;
- c) is already known to, or in the possession of, the Approved OT or Firm free of any restriction at the time it is disclosed by ICBC to the Approved OT or Firm; or
- d) is independently developed by the Approved OT or Firm without reference to ICBC’s Confidential Information.

11.2 Confidential Information

Approved OTs and Firms acknowledge the sensitive nature and economic value to ICBC of all Confidential Information and agree to hold it in confidence and not use that information or disclose that information to any of their employees, contractors and consultants, except to the extent necessary for the performance and enforcement of these Performance Standards, or to any third party, except with the prior written consent of ICBC or as permitted below. Approved OTs and Firms agree that they will inform all of their employees, contractors and consultants that have access to the Confidential Information that such Confidential Information is of a confidential nature, and will ensure that their employees, contractors and consultants maintain the confidentiality of the Confidential Information and use all reasonable security efforts to ensure that the Confidential Information remains confidential.

11.3 Storage, Copying and ICBC Inspection

Approved OTs and Firms agree to store Confidential Information in a secure environment and take all necessary precautions to prevent unauthorized access to or disclosure of the Confidential Information. Approved OTs and Firms will not record, copy, reproduce or store any Confidential Information except as may be reasonably necessary to perform necessary duties and obligations under these Performance Standards.

11.4 Disclosure Required by Law:

Approved OTs and Firms will not be considered to breach these Performance Standards if they disclose Confidential Information as required by law or judicial or administrative process, provided that before making the disclosure of the Confidential Information they give ICBC as much notice as is reasonably possible in the circumstances of the potential disclosure and reasonably cooperate with ICBC in seeking a protective order or other means of limiting or protecting the confidentiality of the Confidential Information required to be disclosed.

11.5 Disclosure to Professional Advisors

Approved OTs and Firms may disclose Confidential Information to their legal, audit, accounting and other professional advisors to the extent that the disclosure is required for bona fide legal, audit, accounting or tax purposes, provided that any such advisor to whom Confidential Information is disclosed is advised of the confidentiality of the Confidential Information and is under an obligation to maintain its confidentiality and use it only for the purposes of providing advice to the Approved OT or Firm.

11.6 Security

Approved OTs and Firms must take security measures to prevent the theft, unauthorized use, disclosure or disposal of ICBC claims file information in their possession or control. Approved OTs and Firms must promptly notify ICBC immediately of any misuse, unauthorized disclosure or misappropriation of confidential information and inform ICBC of the steps undertaken to rectify the problem.

11.7 Public Announcements

Approved OTs and Firms must not make any public announcements, issue press releases or engage in media interviews relating to ICBC Customers without the prior approval of ICBC. In situations where the right to disclose this information pursuant to these Performance Standards is unclear or if the Approved OT has questions, the Approved OT should seek clarification from ICBC.

11.8 Protection of Personal Information

Without limiting the generality of any other provisions of these Performance Standards, Approved OTs and Firms must strictly comply with the Protection of Personal Information provisions set out as Appendix B to these Performance Standards. Approved OTs and Firms must comply with the *Freedom of Information and Protection of Privacy Act*.

12. Audit and Performance Reviews

12.1 Audits

In support of ICBC audits, Approved OTs and Firms must:

- maintain accurate and up-to-date billing records and logs, authorization letters, and receipts, including all related documents, materials and accounting records, in whatever form any of these may be kept, regarding the frequency of treatments and the fees charged for the treatments (the “Records”).
- retain the Records for a minimum of seven years from the discharge date of the ICBC Customer, or as otherwise may be required by law, regulation or practice standard.

ICBC or its authorized representatives may, at any time while a Firm or an OT retains Approved OT status, and for three months thereafter, inspect, audit and/or make copies of the Records relating to services provided to ICBC Customers. Approved OTs and Firms shall make such Records available during normal business hours at the Firm or Approved OT’s place of business, or they may provide copies directly to ICBC. The Approved OT or Firm shall not charge any fee for the cost of reproduction of records required under this section.

12.2 Performance Reviews

Adherence to these Performance Standards may be measured by ICBC through:

- claims contact evaluation surveys,
- ICBC file reviews, and
- customer feedback, both solicited and unsolicited.

Upon receiving five business days’ notice, an Approved OT or Firm shall provide ICBC with access to all relevant records and premises during regular business hours for the purpose of conducting a performance review.

12.3 Consequences

When audit or performance review results indicate that a Firm or Approved OT is not meeting service expectations outlined in these Performance Standards or on the Partners Page, they may be subject to the consequences outlined in the Governance section below.

13. Governance

13.1 Conduct and Sanctions

By giving written notice to the Approved OT or Firm, ICBC may in its sole discretion terminate, suspend or remove them from the approved list or take such other action against them as outlined below. Conduct subject to sanctions includes, but is not limited to:

- A failure to abide by the terms of these Performance Standards to the satisfaction of ICBC;
- A failure to maintain registration in good standing of the College of Occupational Therapists of British Columbia (“COTBC”) or equivalent provincial OT regulatory authority in the Canadian province where the Approved OT practices (each, an “Other College”), and maintain a ‘practicing full’ registration status, or equivalent.
- A failure to cooperate with ICBC;
- A failure to provide minimum reasonable service standards;
- A failure to adhere to invoicing requirements as set out in these Performance Standards or on the Partners Page;

- Misrepresentation to ICBC, an ICBC Customer, or otherwise, including providing misleading information or misrepresenting services;
- Charging or collecting fees from an ICBC Customer for services in excess of the Regulated rate payable by ICBC;
- An action potentially detrimental to the reputation or goodwill of ICBC, including but not limited to withdrawal of services;
- Unprofessional conduct;
- Unacceptable audit or performance review results, as determined by ICBC at its sole discretion;
- Other reasons related to the performance of services outlined in these Performance Standards and on the Partners Page, as determined by ICBC.

If the occurrence of any of the defaults noted above by a Firm or Approved OT is identified or suspected, ICBC may, but is not required to, conduct an investigation to determine the appropriate consequences, which may include but are not limited to:

- Initial written or verbal warning from ICBC
- Requirement to provide ICBC with a written explanation of conduct or findings and a response confirming that this behavior will not continue moving forward
- Suspension of the Firm's vendor number, either temporarily or indefinitely
- Termination of active assignments
- Removal from the list of Approved OTs
- Placement of the Approved OT or Firm on probation for a period of time, which may involve restriction or termination of assignments approved or referred by ICBC;
- Whatever corrective action ICBC deems necessary to ensure the proper conduct of the services, including recovery of the reasonable costs of doing so from the Service Provider; and
- Recovering amounts paid by ICBC for services.

ICBC will not bear any liability or penalty arising as a result of any of the above consequences.

14. General

14.1 Email Notifications

Approved OTs and Firms agree to receive by email updates and notifications relating to policy, process, fees and any other information deemed by ICBC to be appropriate for distribution and related to these Performance Standards or instructions published on the Partners Page.

14.2 Notification of Firm and Approved OT changes

Firms and Approved OTs must notify ICBC in writing within 10 business days when any of the following occur:

- An Approved OT or Firm undergoes a legal name change or changes any of their contact information, including the Firm's or Approved OT's mailing address, telephone, fax number, and email address;
- An Approved OT has their driver's licence suspended or prohibited for any reason. (Applicable only if the Approved OT drives a vehicle in the course of providing services to ICBC customers); or
- An Approved OT or Firm does not maintain the minimum requirements set out in sections 2 and 3 of these Performance Standards.

14.3 Notification of changes to these Performance Standards

ICBC may, in its sole discretion, amend these Performance Standards or instructions provided on the Partners Page from time to time by posting a bulletin containing any such amendments on the Partners Page. Amendment(s) will be effective either 3 business days from the date the bulletin containing such amendment(s) is posted on the Partners Page, or, if applicable, a later, specified effective date.

14.4 Intellectual Property

Approved OTs and Firms must not use any of ICBC's trademarks or official marks without the prior written approval of ICBC.

14.5 Relationship of Parties

Neither these Performance Standards, the OT Declaration nor the Occupational Therapist Participation Agreement establishes a relationship of employment, partnership, agency or joint venture with ICBC. Approved OTs and Firms have no authority to assume or create any obligation whatsoever in the name of ICBC or to bind ICBC in any manner whatsoever.

14.6 Jurisdiction

These Performance Standards, the OT Declaration, the Occupational Therapist Participation Agreement and any associated agreements will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the parties will attorn to the exclusive jurisdiction of the courts of British Columbia on any related matter.

Appendix A: Examples of specific referrals

Example One: HDP referral including transition home and necessary immediate supports and services upon return home. Once services are in place, the referred service is considered rendered, and any further services provided to the ICBC Customer must be approved by the ICBC Claims Contact.

Example Two: Return to Work Planning referral involves confirming the employer or employment expectations, and duration of return to work plan and the duration of monitoring for durability. The duration of this plan and monitoring period must be approved by the ICBC claims contact. At the end of the monitoring period, the referred service is considered rendered, and any further services provided to the ICBC Customer must be approved by the ICBC Claims Contact.

Appendix B: Privacy Schedule – Protection of Personal Information

- 1 **Defined terms:** In this Appendix, “personal information”, “public body”, “service provider”, “employee”, “associate” and “access” have the meanings set out in the British Columbia *Freedom of Information and Protection of Privacy Act*, as amended from time to time (“FIPPA”).
- 2 **Employees and subcontractors:** In this Appendix, any reference to Firms includes Approved OTs, employees and associates, as well as any subcontractor retained by the Firm to perform obligations in accordance with these Performance Standards. The Firm will ensure that all such persons comply with the obligations of the Firm as set out in this Appendix.
- 3 **Addition to other Confidentiality Obligations:** This Appendix is in addition to any other confidentiality obligations elsewhere in these Performance Standards or otherwise, and such other confidentiality obligations extend to and include ICBC Personal Information (as defined below) except as specifically modified by this Appendix.
- 4 **Application of FIPPA to ICBC and Firms:** The Firm acknowledges:
 - (a) ICBC is a public body and subject to the provisions of FIPPA, and
 - (b) Notwithstanding that the Firm is not a service provider to ICBC, the Firm agrees to comply with all provisions of FIPPA including, without limitation, provisions regarding the collection, storage, access, use, protection and disclosure of personal information in the custody or control of ICBC (“**ICBC Personal Information**”) that the Firm may access, use or disclose in carrying out their obligations as outlined in these Performance Standards.
- 5 **Permitted Use of ICBC Personal Information:** Unless otherwise approved by ICBC in writing, the Firm will access, use or disclose ICBC Personal Information inside Canada only for performing the Firm’s obligations, or exercising the Firm’s rights, in accordance with these Performance Standards. The Firm acknowledges and agrees that ICBC maintains authority over the Firm’s access, use and disclosure of ICBC Personal Information at all times.
- 6 **No Storage, Disclosure or Access outside Canada:** Unless ICBC otherwise directs in writing, the Firm will not access, allow access to, store, use, or disclose ICBC Personal Information outside Canada. If the Firm determines that temporary storage of, or access to, ICBC Personal Information outside Canada is required for a purpose permitted by FIPPA, they will first notify ICBC and the parties will work together to ensure the storage and access takes place for the minimum time necessary in the circumstances and otherwise in accordance with FIPPA, and the Firm will comply with any storage and access conditions imposed by ICBC.
- 7 **Authorized Personnel Only:** The Firm will ensure that no person collects, accesses, uses or discloses ICBC Personal Information except for the Firm’s employees, associates or subcontractors who are required to collect, access, use or disclose the ICBC Personal Information for the purpose of the Firm performing their obligations as outlined in these Performance Standards (“**Authorized Personnel**”).

- 8 **Privacy Compliance Representative:** The Firm will appoint a knowledgeable senior person within their organization to be responsible for, and have authority to ensure, privacy compliance generally and compliance with this Appendix specifically.
- 9 **Protection of ICBC Personal Information:** The Firm will have reasonable security measures in place to ensure that ICBC Personal Information is collected, accessed, used, disclosed and disposed of only by Authorized Personnel, including without limitation:
- (a) restricted access to records containing paper copies of ICBC Personal Information;
 - (b) restricted access to ICBC Personal Information stored on computer systems and electronic storage devices and media, by using unique user IDs and passwords that are linked to identifiable Authorized Personnel;
 - (c) systems containing ICBC Personal Information will be capable of providing an audit trail and user access logs, which logs will be retained by the Firm for as long as these Performance Standards apply and for at least one year following their expiry or earlier termination;
 - (d) ICBC Personal Information must be maintained solely at the Firm's premises unless approved by ICBC in advance; and
 - (e) ICBC Personal Information, and unique IDs and passwords that are used to access ICBC Personal Information, will not be transmitted over the Internet or any other wide area or local network (whether by email or otherwise) unless:
 - (i) the Firm uses industry best practices and privacy enhancing technologies for data security, including securing the transmission in a manner that renders the information unreadable except by the intended recipient, and
 - (ii) in the case of ICBC Personal Information, the transmission is approved by ICBC in advance or contemplated under these Performance Standards.
- 10 **Inspection by ICBC:** For as long as these Performance Standards apply and for 24 months thereafter, ICBC or its authorized representative may, on reasonable notice and during regular business hours, enter the Firm's premises to inspect any ICBC Personal Information in the Firm's custody or any of the Firm's information management policies or practices relevant to its compliance with these Performance Standards. The Firm will permit and provide reasonable assistance with any such inspection.
- 11 **Notice of Non-compliance or Breach Incident:** In this section, "**Breach Incident**" means any suspected or confirmed access to, use, or disclosure of ICBC Personal Information that is not authorized by FIPPA or these Performance Standards. In addition to the Firm's obligation to provide the notification required by section 30.5 of FIPPA, the Firm will promptly (or in any case within 72 hours) notify ICBC and provide details of any Breach Incident or any non-compliance or anticipated non-compliance with this Appendix. If ICBC reasonably believes that the Firm has failed to comply with these Performance Standards (upon notification or otherwise), or upon the occurrence of, or notification from the Firm of, a Breach Incident, the Firm will:
 - a) promptly take all steps necessary (including actions reasonably required by ICBC) to remedy the non-compliance or Breach Incident as soon as reasonably possible or within the time period specified by ICBC;
 - b) conduct a reasonable investigation of the Breach Incident or non-compliance and provide ICBC with timely updates during the course of such investigation;
 - c) take all reasonable steps to prevent a recurrence of the Breach Incident or non-compliance;
 - d) provide ICBC with reasonable assistance in any litigation or investigation against third parties deemed necessary by ICBC to protect the ICBC Personal Information, to the extent such litigation or investigation is related to the Breach Incident or non-compliance; and
 - e) if required by ICBC in its sole discretion, notify any person of the Breach Incident or non-compliance.
- 12 **Retention and Disposal:** Subject to any applicable legal or regulatory obligations, the Firm will not retain any ICBC Personal Information in any form whatsoever longer than is necessary to perform its obligations in accordance with these Performance Standards. Once ICBC Personal Information is no longer so required, the Firm will permanently and securely destroy it and all records thereof in a manner appropriate to the form of the ICBC Information so the ICBC Personal Information or any portion of it cannot be retrieved, accessed or used by the Firm or any other person.

- 13 **Notice of Foreign Demand For Disclosure:** In this section, “**Foreign Demand for Disclosure**” means a subpoena, warrant, order, demand or request for ICBC Personal Information that is from a court, agency, public body, government institution or other authority, outside Canada. The Firm will immediately notify ICBC if the Firm:
- (a) receives a Foreign Demand for Disclosure or a request to disclose or provide access to ICBC Personal Information which the Firm knows or has reason to believe is for the purpose of responding to a Foreign Demand for Disclosure;
 - (b) receives a request from an associate or affiliate to disclose or provide access to ICBC Personal Information which the Firm knows or has reason to believe is for the purpose of responding to a Foreign Demand for Disclosure (an “**Affiliate Request**”); or
 - (c) has reason to suspect that a disclosure of ICBC Personal Information has occurred in response to a Foreign Demand for Disclosure.

The Firm will not disclose any ICBC Personal Information in response to a Foreign Demand for Disclosure or Affiliate Request and the Firm will at all times act in accordance with its obligations under these Performance Standards.

- 14 **Termination for Breach:** In addition to any other termination rights ICBC may have under the Performance Standards or otherwise at law, any breach of this Appendix by the Firm or its employees, associates or subcontractors will be considered a material breach of these Performance Standards and will be grounds for immediate termination of Approved OT status or suspension of a Firm’s vendor number by ICBC without ICBC having any liability of any kind to the Firm.
- 15 **Survival:** The provisions of this Appendix shall survive and apply after Approved OT status has terminated or a Firm’s vendor number has been suspended.

