

**Program Guide for:**  
**Personal Care Assistance Services**

**Effective Date: August 02, 2021**  
**Updated: August 30, 2021**



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# 1 Introduction

## 1.1. Scope

ICBC engages an extensive network of recovery partners to provide care to ICBC Customers injured in motor vehicle accidents. ICBC is committed to listening to and learning from all of our recovery partners. By building great working relationships based on trust, respect, and understanding, we can help achieve the best possible outcomes for our mutual Customers.

Personal Care Assistance Services Providers (“PCA Services Providers”) and ICBC commit to working cooperatively to establish an effective and efficient business relationship that benefits our mutual Customers. Participation in the Personal Care Assistance Program (“Program”) is voluntary. Those PCA Services Providers who sign, meet, and maintain the provisions of the PCA Services Agreement for Homemaking (HM) and/or Attendant Care (AC) Services (the “Agreement”) and meet and maintain the requirements under this Program Guide can become participants in the Program.

Participants must adhere to the policies and procedures as set out in the ICBC Personal Care Assistance Services Business Partners website, this Program Guide and the Agreement. Where conflicting requirements occur in the Program Guide and the Agreement, the terms of the Agreement take priority.

## 1.2. Benefits

The benefits to a PCA Services Provider who is admitted to the Program include:

- ICBC and PCA Services Providers working together to continuously improve service efficiency to Customers;
- Access to higher Rates for PCA Services rendered;
- Increased efficiency of invoicing and payments; and
- Enhanced marketing and exposure for PCA Services Providers.

## 1.3. Authorization and limits for PCA Services

Subject to the provisions of a Customer’s insurance policy, funding for PCA Services may be authorized by ICBC when a Customer makes a Claim. PCA Services can include Homemaker Services (HM Services) and/or Attendant Care Services (AC Services). A customer’s entitlement and the monetary limits to PCA Services are determined by the provisions of the *Insurance (Vehicle) Act* and *Regulation* (respectively, the “Act” and the “Regulation”).

# 2 Definitions

## 2.1. Homemaking Services

ICBC may pay HM Services Providers only for usual household duties that a Homemaker, as defined in the Regulation, is unable to perform due to injuries sustained in the accident. Such duties will be discussed with the Customer and ICBC before authorization is made.

HM Services may include, but are not limited to:

- General household cleaning including dusting, sweeping, and garbage disposal;
- Overall upkeep/tidying of the house;

- Vacuuming;
- Laundry;
- Ironing;
- Dish washing;
- Dusting;
- Bed making;
- Grocery shopping; and
- Meal preparation.

### 2.1.1. HM Services Restrictions

HM Services do not cover the following services or tasks:

- Landscaping;
- Gardening;
- Repair, repainting or modifications to the home;
- Personal care such as attendant care, which includes but is not limited to personal tasks that the Customer is unable to perform such as washing, bathing, grooming, getting dressed, as well as companionship
- Medical or rehabilitation services provided to the Customer; or
- Professional nursing services which include but are not limited to administering medication and wound dressing.

HM Services Providers providing HM Services for a family member are not eligible for funding if the family member was injured in a crash prior to May 1, 2021.

## 2.2. Attendant Care Services

AC Services may include, but are not limited to:

- washing and bathing;
- grooming/skin care;
- help with dressing and eating;
- medication assistance;
- routine ostomy care;
- bathroom attendance/toileting;
- lifts/transfers and mobility assistance;
- monitoring overall health;
- companionship for community outings; and
- other personal or hygiene needs.

### 2.2.1. AC Services Restrictions

AC Services do not cover the following services or tasks:

- Medical or rehabilitation services provided to the Customer; or
- Professional nursing services which include but are not limited to administering medication and wound dressing.

## 2.3 PCA Services Provider

Any reference to a “PCA Services Provider”, in this Program Guide means an individual or business (company, partnership or franchise) who has been accepted into the Program and has delivered a signed Agreement to ICBC.

## 3 Becoming a PCA Services Provider - Application and Acceptance

Businesses that provide homemaker services or attendant care services who wish to apply to be approved as a PCA Services Provider must respond to the ICBC call for Applicants on the BPP. Applicants interested in participating in this Program are required to meet necessary qualifications as stated in this Guide and the BPP.

### 3.1. Minimum Requirements

#### 3.1.1. General Requirements

To qualify and maintain status as a PCA Services Provider, the applicants, their Personnel and in particular their employees and contractors who provide the PCA Services (the “Team Members”) must meet and maintain the requirements listed in the Agreement in addition to those listed below:

- Provide only qualified PCA Services to the Customer in accordance with this Program Guide and the Business Partner’s Page;
- Provide uniform, efficient and timely PCA Services to the Customer and report to the ICBC claims specialist as outlined in this Program Guide;
- Possess a valid business license or equivalent, specific to the business type operated for the area in which the business premises are located, as required by law;
- Comply with all applicable laws, regulations, and guidelines (federal, provincial, municipal and other), industry standards and ICBC policies including but not limited to those relating to:
  - the protection of human health and safety, including all WorkSafeBC occupational health and safety requirements and registrations and WHMIS;
  - the protection of Customers’ personal information;
- Ensure that all Team Members are qualified and have had a Criminal Records Check that meets the requirements in the Agreement and do not have a record of Regulatory or Criminal Offences. Applicant to provide a signed CRC Certificate (see Appendix D2 of the Agreement) and, from time to time, upon request from ICBC, copies of the Criminal Records Checks.
- Ensure that the Applicant, their Team Members and all other personnel act in an honest, ethical, straightforward and fair manner in accordance with ICBC’s Code of Ethics;
- Ensure that the Applicant, their Team Members and all other personnel conduct themselves in a professional manner at all times with all parties;
- Ensure capability to receive payment by direct deposit and complete the [ACG364](#);
- **Hours of operation** – at a minimum, be available to provide PCA Services between the hours of 7 a.m.-5 p.m. PST Monday to Friday;
- Use computer equipment capable of accessing the Internet (to permit access to the BPP and the Health Care Provider Portal) with an e-mail account through an Internet service provider (ISP) that is compliant with Freedom of Information and Protection of Privacy Act (“FIPPA”). (For example, no Gmail, Hotmail or other email services accounts that store information outside Canada.) See also Section 3.4 (g) of the Agreement;
- Complete the PCA Services for the Customer as authorized by ICBC; and
- Support any ICBC Performance Management and/or Audit processes.

### 3.1.2. Insurance Requirements:

All applicants will carry insurance for themselves, their Personnel and Team Members. Specific insurance requirements are as follows:

- **Commercial General Liability Insurance**

- At its sole cost and expense, throughout the Term of the Agreement, the PCA Services Provider will carry commercial general liability insurance (the “CGL Policy”) with limits of not less than two million dollars (\$2,000,000) per occurrence and with general aggregate limits of not less than five million dollars (\$5,000,000), in respect of the operations of the PCA Services Provider and its employees and Personnel under this Agreement for bodily injury, death, and damage to property (including loss of use) and which includes the following coverage: Premises and Operations Liability, Products and Completed Operations Liability, Blanket Contractual Liability, Contingent Employer’s Liability, Personal Injury Liability, “Occurrence” basis coverage for Bodily Injury and Property Damage, “Broad Form” Property Damage coverage, including “Broad Form” Completed Operations coverage, “Broad Form” Loss of Use of Property coverage, and Non-Owned Automobile Liability insurance (including coverage for hired vehicles).

The CGL Policy will expressly provide as follows:

- ICBC will be included as an additional insured under the CGL Policy;
- the CGL Policy is primary and non-contributory insurance with respect to liability arising out of the PCA Services Provider’s negligence and in connection with the Agreement only;
- the coverage provided by the CGL Policy will apply separately with respect to each insured. The CGL Policy will include a “cross liability” or “severability of interests” clause.

- **Automobile Liability Insurance**

- The PCA Services Provider will obtain and maintain, at its sole cost and expense, throughout the Term of the Agreement, including its renewals, if any, automobile liability insurance covering all vehicles owned by the PCA Services Provider or leased by the PCA Services Provider for periods in excess of thirty (30) days and used in connection with the Services, with a limit of not less than two million dollars (\$2,000,000), inclusive for bodily injury and property damage.

- **Crime (Fidelity) Insurance**

- The PCA Services Provider will obtain and maintain, at its sole cost and expense, throughout the Term of this Agreement, including its renewals, Crime (Fidelity) insurance including a third party extension or Client Coverage with a limit of not less than \$10,000, which will provide coverage for Loss of Property sustained by an ICBC Customer resulting directly from one or more Dishonest or Fraudulent Acts, committed by a PCA Services Provider or its employees and Personnel acting alone or in collusion with others, but not in collusion with the Customer.

- **WorkSafeBC**

- The PCA Services Provider shall be registered and in good standing with WorkSafeBC and carry WorkSafeBC coverage for its principals and workers while they are engaging in the provision of PCA Services to Customers.

### 3.1.3. Record Keeping Requirements

All PCA Services Providers must:

- Maintain an accurate list of their Team Members;
- Maintain an accurate list of their Service Areas;
- Keep a legible log of the PCA Services provided to a Customer (“Services Log”). The log shall include:
  - PCA Services Provider’s ICBC Vendor Number;
  - PCA Services Provider’s business name, address, and Team Member providing the Services;
  - date of PCA Service;
  - a description of PCA Services provided (e.g. dishwashing and vacuuming, personal grooming);
  - start and end time of PCA Service;
  - Customer’s name and address;
  - Customer’s claim number;
  - fees invoiced; and
  - a record of all communications (written and oral) with the Customer and with ICBC.
- Maintain, in a secure location, accurate and up-to-date billing records and books, for a period of 7 years, including all related documents, materials and accounting records, in whatever form these are usually kept, regarding the PCA Services Provider, the frequency of PCA Services and the fees charged, to include but not be limited to:
  - Email chain showing authorization of PCA Services;
  - All corresponding emails and directives to support any changes from original authorization;
  - Service Logs detailing communication with the Customer and ICBC; and
  - Criminal Records Check and supporting documentation.

## 3.2. Acceptance

ICBC will notify the applicant if they are accepted into the Program. ICBC will provide a copy of the Agreement for the Applicant to review and sign. After the Agreement is signed by both the applicant and ICBC, the applicant will then be able to provide Services as requested by a Customer and authorized by ICBC. The applicant’s business contact information and Services area and type (eg. name, email, phone, service region, type of service) will be posted on the ICBC Business Partners Page.

## 3.3 PCA Services Agreement

All PCA Services Providers must sign the PCA Agreement. Each PCA Services Provider who delivers a signed and completed Agreement to ICBC and meets all entry requirements as confirmed by ICBC is eligible to:

- be designated as a PCA Services Provider;
- deliver HM Services and/or AC Services to a Customer when authorized by ICBC; and
- receive payment directly from ICBC for the HM or AC Services rendered, when Services are completed to the satisfaction of the Customer and ICBC.

When the PCA Services Provider signs the Agreement and is accepted into the Program by ICBC, the provisions of this Program Guide will form part of the Agreement and will be binding on the PCA Services Provider until the Agreement is terminated in accordance with the terms of the Agreement.

Approved PCA Services Providers are required to provide the Services in accordance with this Program Guide, the Agreement and in accordance with all other information posted on the Business Partner's Page and agree to follow any additional or alternative procedures, guidelines, or requirements as set from time to time by ICBC on the Business Partners Page in accordance with the Agreement.

It is highly recommended that PCA Services Providers read and become familiar with the terms of the Agreement, the Guide and the BPP before signing and throughout the Term of the Agreement.

## 4 Approved PCA Services Providers Notification Requirements

### 4.1. Notification of Changes

PCA Services Providers shall notify ICBC within 10 business days of any changes to the information listed in this section. The notification must be submitted to ICBC in writing and accompanied by all supporting documentation outlined below. The notification and relevant documentation must be sent to [BIProviderApp@icbc.com](mailto:BIProviderApp@icbc.com).

#### 4.1.1. Changes to Business Information

PCA Services Providers must complete and submit the Health Service Vendor Application/Change ([CL174G](#)) form to notify ICBC of any of the following changes:

- The Contact information of the PCA Services Provider is changing including but not limited to business/personal mailing address, telephone, fax number, and e-mail address; or
- The PCA Services Provider changes its name, is the subject of a sale or amalgamates with another company. In these circumstances, the PCA Services Provider must also provide a copy of the documents filed with BC Registry Services.

#### 4.1.2. Changes to Insurance

PCA Services Providers must notify ICBC when:

- The PCA Services Provider changes, or cancels any of the required Insurance or it has been cancelled by the carrier;
- The PCA Services Provider cancels its WorkSafeBC coverage or is no longer in good standing with WorkSafeBC; or
- A PCA Services Provider has his or her driver's licence suspended or prohibited for any reason. (Applicable only if the approved PCA Services Provider drives a vehicle in the course of providing Services to Customers).

#### 4.1.3. Change to Services Areas

PCA Services Providers must notify ICBC when:

- The PCA Services Provider changes its service areas. If a new service area is being added, the PCA Services Provider must complete and submit the Health Service Vendor Application/Change ([CL174G](#)) form in addition to a copy of the business license for the corresponding area;

- The PCA Services Provider is no longer servicing a previously listed service area; or
- The PCA Services Provider is closing any of its offices.

#### 4.1.4. Other Changes

The PCA Services Provider must inform ICBC if it no longer maintains the requirements set out in section 3.1 above and the Agreement.

## 5 Service Standards – Delivery of the Services

### 5.1. ICBC’s Expectations

PCA Services Providers are key business partners who help injured Customers through their recovery. Working together, PCA Services Providers and ICBC will create positive experiences for our mutual Customers by demonstrating our shared values of integrity, dedication to Customers, accountability and caring during each Customer interaction.

ICBC expects PCA Services Providers performing the Services to align themselves with the above objectives and to commit to providing high-quality, cost-effective, and results-oriented HM and AC Services. PCA Services Providers and their Personnel are expected to represent ICBC in a positive light and to meet Customer experience expectations.

In addition, Customers should be treated with respect and dignity at all times, with sensitivity and empathy to the Customer.

### 5.2. Authorization of Services

The Customer or a health care provider supporting the Customer in their recovery will reach out directly to the PCA Services Provider to arrange for the Services. On rare occasions, ICBC may, on behalf of the Customer and with the Customer’s consent and instruction, contact the PCA Services Provider directly to communicate the Customer’s desire to hire the PCA Services Provider to perform the Services.

Before providing the Services, the PCA Services Provider must receive funding authorization from ICBC. The authorization will include dates, Services required and hours for which ICBC will provide compensation. PCA Services Providers should only initiate Services authorized by ICBC if they are capable of performing the Services as described. If there are any ambiguities in the scope and compensation for the authorization, the PCA Services Provider must first obtain clarity from ICBC, on behalf of the Customer, prior to proceeding with the respective PCA Services.

The PCA Services Provider must maintain its own record of ICBC’s authorization for the Services.

## 6 Remuneration and Invoicing

### 6.1. Approved Rate and Disbursements

Hourly rates and billing rules for PCA Services are posted on the Business Partners’ Page.

HM Services are a replacement service and as such, the Customer should already have on hand the supplies and equipment they require for the HM Services.

In particular, the following activities or disbursements will not be paid by ICBC:

- File opening or administration fees;
- Cost of cleaning supplies or equipment;
- Supervision of Team Members;
- Parking fees;
- Staffing travel time/mileage (unless pre-approved by ICBC and only in exceptional circumstances); or
- Cancellation charges.

## 6.2. Submitting an Invoice

To invoice for PCA Services, PCA Services Providers must meet the following invoicing requirements:

- have and use the ICBC Vendor Number(s) that was issued or updated at the time of acceptance as a PCA Services Provider; and
- submit invoices using the [Health Care Provider Portal](#) within 60 days from the date of the PCA Services. Invoices submitted outside of the 60 day timeframe may not be paid.

All invoices submitted to ICBC must adhere to the instructions found in this Guide and on the Health Services Business Partners' Page.

The HCPIR application and Health Care Provider Portal are designed to ensure prompt payment to the PCA Services Provider for invoices regarding PCA Services delivery. Further details on how to use the HCPIR application and the Health Care Portal can be found on the Health Services Business Partners' page.

Payment for authorized Services will be delivered by direct deposit made payable only to the PCA Services Provider. Invoices for services provided outside of the authorized scope of the Program must be directed to the Customer for payment.

## 6.3. Accuracy

It is the PCA Services Provider's responsibility to ensure that the invoices accurately represent the Services completed. In accordance with this Program Guide, the PCA Services Provider shall maintain a Services Log, which will support all invoices submitted by the PCA Services Provider.

# 7 Performance Management, Key Performance Indicators ("KPIs") and Audits

## 7.1. Performance Management and KPIs

ICBC Performance Management Activities and related KPIs will be communicated to Services Providers, as and when required.

## 7.2. Audits

Audits may be performed as a Performance Management Activity or to support ICBC internal audits of the Program and the Services Providers.

The purpose of an ICBC audit is to:

- determine whether the PCA Services Providers are complying with ICBC’s policies, rates and standards as stated in the Program Guide, Agreement and Business Partner’s Page;
- assess overall Program performance and internal governance controls (“Program Audits”);
- provide information for use in future file reviews and audits; or
- support Performance Management and/or KPI assessments.

Where ICBC conducts an audit, ICBC may request from PCA Services Providers, files or other supporting documents to support the audit process and purpose.

### 7.2.1. Audit Frequency

ICBC may initiate an audit for any PCA Services Provider at its discretion or based on:

- Results from past file reviews – variance/compliance concerns may be serious enough to warrant further investigation to determine whether the issues are isolated or systemic, or related to poor business practices/file management;
- Customer complaints or tips; or
- Regularly scheduled or ad hoc audits.

### 7.2.2. Audit Outcomes

#### **ICBC PCA Services Provider Audits**

ICBC will document audit results; retain these results for review when the PCA Services Provider’s performance is assessed for compliance with the Agreement and the Guide. On request, audit results will be made available to the PCA Services Provider who is the subject of the audit and will not be shared with other PCA Services Providers. ICBC will use the results from a PCA Services Provider audit to facilitate any required follow-up in the form of future audits. Where applicable, the results may also be used to support specific consequences (see below) determined by ICBC.

#### **ICBC Program Audit**

Results from a Program Audit will not be made available to PCA Services Providers.

### 7.2.3. Audit Consequences

When audit results indicate that a PCA Services Provider is not meeting Service expectations outlined in the Agreement, Program Guide, and Business Partners pages, the PCA Services Provider may be subject to one or more of the consequences listed in sections 7.2 and 12 of the Agreement.

## 7.3. Release of Files to ICBC

Where ICBC initiates a Performance Management Activity and/or audit, PCA Services Providers will make available to ICBC legible and unaltered copies of all original documentation, as specified in the program documentation requirements below. If the PCA Services Provider’s files are stored electronically, ICBC may request the PCA Services Provider to provide printed copies. ICBC may remove all copies from the PCA Services Provider’s site of business.

The PCA Services Provider will also make available, upon request, original documentation if such is required by ICBC. At the request of ICBC, original documentation may be removed from the PCA Services

Provider's office. Any original documentation will be returned to the PCA Services Provider within 30 days following the conclusion of the Performance Management Activity and/or audit.

All costs associated with document production and delivery to ICBC will be absorbed by the PCA Services Provider.

Documentation requirements to include but not be limited to:

- ICBC Services authorization correspondence;
- All corresponding emails and directives to support any changes from original authorization;
- Service Logs;
- All invoices from the PCA Services Provider to ICBC; and
- Any supporting receipts or documents supporting payment of expenses by ICBC.

## 8 Maintaining the Approved Services Provider List

### 8.1 List refresh

Within 30 days of signing an Agreement, the PCA Services Provider's contact details and Service Areas will be posted on the BPP.

### 8.2. Changes to the approved list of PCA Services Providers

ICBC may, at its sole discretion, and from time to time, invite additional PCA Services Providers to apply to ICBC to be approved and be added to the list of PCA Services Providers.

### 8.3. Withdrawal from the List

Any PCA Services Provider may withdraw its name from the PCA Services Providers list at any time by notifying ICBC in writing.

## 9 Freedom of information and Protection of Privacy Act

In accordance with the Agreement, PCA Services Providers must comply with the provisions of the Freedom of Information and Protection of Privacy Act ("FIPPA"). In support of this commitment Appendix C of the Agreement outlines some of the obligations of the PCA Services Provider by addressing how information is collected, used, or disclosed in a manner that is authorized by FIPPA. As well, PCA Services Providers must always consider and respect the privacy interests of the Customer.

In addition to the requirements of Appendix C, the PCA Services Provider must also consider the following:

### 9.1. Request for information

If a PCA Services Provider is contacted directly by someone other than ICBC with a request for information under FIPPA relating to HM or AC Services, the PCA Services Provider must not answer, but immediately forward the request to ICBC.

## 9.2. Security of records and information

In the course of conducting their duties, PCA Services Providers are provided with the personal information of Customers, PCA Services Providers must take security measures to prevent the theft, unauthorized use, disclosure, or disposal of such personal information. For example, ICBC expects that files will be maintained in a secure location that protects them from fire, flood, natural disaster, criminal activity, or unauthorized access to systems and data.

If sensitive ICBC-related information (personal or confidential) is stored on a computer hard drive, the information should be properly encrypted, using a current industry standard encryption system. Access to the information must be appropriately secured to prevent unauthorized users from accessing this information.

Approved PCA Services Providers are permitted to remove records containing confidential information and personal information from their office only when it is absolutely necessary for the purposes of carrying out the Services. In this case, the following protocols must be followed:

- Records must not be opened or viewed in public, including while using public transportation;
- All records and digital storage devices must not be left unattended at any time, including in vehicles.

If any records are missing, lost, or stolen, the PCA Services Provider must inform ICBC immediately and provide ICBC with a list of the affected records. If the records were stolen, the PCA Services Provider must report the incident to the police and provide the police case number to ICBC.