

**Doctor of Chiropractic
Flat Fee Program (the "Program")
July 1, 2015**

1. Eligibility

- 1.1 Each Chiropractor who delivers a signed Individual Chiropractor Participation Agreement (attached as Schedule A) to ICBC is required to offer Treatments in accordance with the Program. ICBC will pay fees for the Treatments based on the Program. Any reference to a "Chiropractor" in the Program is to a Chiropractor who has delivered a signed Individual Chiropractor Participation Agreement to ICBC.
- 1.2 Chiropractors are responsible for determining whether treatments to be provided to a person are governed by the Program at the time of the person's Initial Visit.
- a) This includes determining whether the person is a "Patient" in accordance with these two criteria:
 - i) the person requires treatment for injuries arising from a motor vehicle accident where ICBC is responsible to pay for the treatment under Part 7 of the *Insurance (Vehicle) Regulation*; and
 - ii) the person has signed the Consent referred to in Section 1.4 thereby agreeing that ICBC is not responsible to pay for treatment from a second Chiropractor or any subsequent Chiropractor.
 - b) The Chiropractor must receive pre-approval from ICBC before providing Treatments if:
 - i) more than eight (8) weeks have passed since the person's date of injury at the time of the person's Initial Visit and the patient is not receiving any other health services that the Chiropractor is aware of; or
 - ii) the person has an open or pending WorkSafeBC claim in relation to the injuries the person is seeking treatment for that the Chiropractor is aware of.
- 1.3 The Chiropractor is required to inform ICBC if the person is currently receiving other types of treatments for their injuries concurrent with chiropractic treatment in the Initial Report.
- 1.4 At the Initial Visit by a Patient, the Chiropractor will require that the Patient sign a treatment confirmation and consent in the form attached as Schedule F (the "Consent") stating that the Patient will continue to receive the balance of necessary Treatments from that Chiropractor. If the Consent has not been signed by the Patient, Treatments provided by the Chiropractor will not be governed by this Program.
- 1.5 If a Chiropractor begins providing Treatments on the assumption that the Treatments are not governed by the Program and it is later determined that they are, then all Treatments provided to the Patient by the Chiropractor will be governed by the Program, ICBC will pay the Chiropractor accordingly, and the Chiropractor will reimburse the Patient for any amounts the Patient has paid to the Chiropractor.

2. Fees

2.1 Subject to Section 3 and in accordance with Schedule B, ICBC will pay Chiropractors the following amounts for Treatments under the Program:

- a) If Treatments are provided within the first two (2) weeks after the first Visit and no further Treatments are required following such two (2) week period, ICBC will pay a flat fee of up to \$220.00 for the Initial Visit and all subsequent Treatments during such two (2) week period.
- b) If additional Treatments are provided after two (2) weeks and no extension of Treatments is approved pursuant to section 2.1(c), ICBC will pay an additional flat fee of \$695.00 for all Treatments provided within fourteen (14) weeks of the Initial Visit.
- c) If additional Treatments are required after fourteen (14) weeks of the Initial Visit, the Chiropractor must submit a Request to Extend Treatment form ("Extension Request") prior to the end of the 10th week of Treatment and receive pre-approval from ICBC before providing such additional Treatments. Extension Requests are to be submitted in exceptional circumstances where the clinical evidence and Patient circumstances require Treatment beyond the fourteen (14) week treatment window from the Initial Visit (e.g., the Patient has a pre-existing condition, co-morbidities prolongs the Patient's recovery, Patient did not reach maximum chiropractic improvement within the initial treatment window). If the Extension Request is approved, ICBC will pay an additional flat fee of \$250.00 for all Treatments provided up to nineteen (19) weeks of the Initial Visit. In exceptional cases, Treatments for Patients past nineteen (19) weeks will be considered on a case by case basis as separate from the coverage provided under the Program and a decision regarding Treatments past 19 weeks will be communicated to the Chiropractor.
- d) Notwithstanding sections 2.1(a) and (b), if a maximum of two Visits are required (including the Initial Visit), ICBC will only pay the amount set out in section 2.1(a) for both Visits regardless of the length of time between the Initial Visit and the second Visit.
- e) Notwithstanding sections 2.1(a) and (b), if after reviewing an Initial Report, ICBC determines that the Patient does not have a valid claim or their injuries are not related to the claim that is presented, ICBC will only pay for Treatments up to the date ICBC has notified the Chiropractor that their Treatments will no longer be paid.

2.2 A sample calculation of a two (2) week period under Section 2 is as follows: if the Initial Visit is on a Wednesday, the two (2) week period would end at the end of the second following Tuesday.

2.3 If a Chiropractor is providing Treatments to a Patient under the Program and the Patient suffers injuries in a second motor vehicle accident and visits the Chiropractor regarding those injuries, both accidents will be treated as if they were separate accidents for the purposes of the amount to be paid, Visits and Treatments.

2.4 ICBC will make the flat fee payments for any and all CCBC recognized treatment modalities provided to the Patient by Chiropractors under the Program in accordance with the terms, conditions and timing set out in Schedule B.

- 2.5 ICBC will pay Chiropractors for clinical telephone consultations involving barriers to the Patient's return to function or substantive clinical recommendations for further or alternative intervention programs or services in accordance with the terms, conditions and timing set out in Schedule B.
- 2.6 ICBC will pay Chiropractors for X-rays under the Program in accordance with the terms, conditions and timing set out in Schedule C.
- 2.7 ICBC will pay the Chiropractor for the provision of an individual Patient's Health Record under section 7.2 of the Program in accordance with accordance with the terms, conditions and timing set out in Schedule D.
- 2.8 The Chiropractor will submit invoices for services under sections 2.5, 2.6 and 2.7 providing a breakdown of the services provided. Payment terms are net 30 days from receipt of invoice and ICBC will pay the Chiropractor if the invoice is satisfactory to ICBC.
- 2.9 Participating Chiropractors will accept payment as set out in the Program as payment in full for Treatments provided to Patients in accordance with the Program and will not charge any additional amounts to those Patients.
- 2.10 Participating Chiropractors will accept and follow any procedures, guidelines or requirements set by ICBC from time to time to deal with billing issues and the manner in which fees will be determined or split among Chiropractors in circumstances not specifically covered by the Program.
- 2.11 Every three (3) years starting from the inception date of this Program, ICBC will review the terms of the Program with the BCCA and determine if any changes to the fees payable under the Program are required.

3. Fees for Multiple Chiropractors

- 3.1 Subject to sections 3.2 and 3.3, if a Patient receives Treatments from more than one Chiropractor for injuries related to the same motor vehicle accident, fees will be determined as follows:
 - a) The first Chiropractor who has treated a Patient (the "First Chiropractor") will be entitled to fees under the Program for all Treatments performed by the First Chiropractor even if the Patient receives Treatment from a subsequent Chiropractor (the "Subsequent Chiropractor") provided that the Patient signs the Consent referred to in Section 1.4.
 - b) If a Subsequent Chiropractor provides Treatments to a Patient who has previously received Treatments from a First Chiropractor, Treatments provided by the Subsequent Chiropractor will be governed by the Program only if:
 - i) the Patient has signed the Consent referred to in Section 1.4 on the Patient's first visit with the Subsequent Chiropractor;
 - ii) the Subsequent Chiropractor is the second Chiropractor to treat the Patient; and
 - iii) the Treatments begin within two weeks of the Patient's first Visit to the First Chiropractor and before the Patient's second Visit to the First Chiropractor.

- 3.2 If a Patient receives Treatments from more than one Chiropractor for injuries related to the same motor vehicle accident, section 3.1 will not apply if:
- a) the Patient has moved to another geographical region of the province;
 - b) the Chiropractor is not available (i.e., no longer practicing in that geographical region, no longer in professional practice); or
 - c) other circumstances that may result in the amount that would otherwise be payable to a Chiropractor under the Program being split between that Chiropractor and one or more other Chiropractors.

In the event of any of the foregoing circumstances occurring, the amount that would otherwise be payable to the First Chiropractor under the Program will be split between the First Chiropractor and the Subsequent Chiropractor as determined by both Chiropractors. Fees will be split as determined by ICBC if the Chiropractors cannot agree among themselves. In such a case, ICBC will have met its obligations under the Program.

- 3.3 If more than one Chiropractor provides Treatments to the Patient in the same office, as in the case of a Locum or Associate, the amount payable under the Program will be paid to the Chiropractor who was retained by the Patient.

4. Standard of Conduct

- 4.1 The Chiropractor shall perform all Treatments in a professional manner satisfactory to ICBC, in accordance with the Health Professions Act, Chiropractors Regulation and the bylaws of the CCBC.

5. Conflict of Interest

- 5.1 The Chiropractor shall ensure that Treatments are provided to Patients without any conflict of interest. Examples of conflict of interest include, but are not limited to:
- a) a personal relationship between any officer, director, employee, servant or agent of the Chiropractor and any other person which results in Patients being referred to the Chiropractor;
 - b) the Chiropractor is also an employee of ICBC;
 - c) retention of ICBC employees and/or subcontractors to provide Treatments to Patients;
 - d) distribution of promotional material while conducting ICBC business;
 - e) marketing goods or services to Patients outside of the terms of this Program, during the course of providing Treatments; and
 - f) providing advocacy services to Patients regarding the management of their claim by ICBC which extends beyond the Chiropractor's scope of practice.

6. Reports

- 6.1 For each Patient, Chiropractors will provide the following forms to ICBC in the format and within the time periods prescribed from time to time by ICBC:
- a) Chiropractor's Initial Report within five (5) calendar days of the Patient's Initial Visit;
 - b) Chiropractor's Discharge Report within five (5) calendar days of the Patient's discharge; and
 - c) Extension Request by no later than the end of the tenth (10th) week of Treatment from the Initial Visit. The Extension Request is for exceptional cases only, where the clinical evidence and Patient circumstances require Treatment beyond the fourteen (14) week treatment window from the Initial Visit.
- 6.2 These forms are available on the ICBC business partners' webpage at <http://www.partners.icbc.com/health-services/chiro.asp>.
- 6.3 All reports submitted to ICBC must be fully complete and include objective clinical information and Patient's score results from required outcome measurement tools.

7. Records

- 7.1 Chiropractors will maintain billing records and allow ICBC to audit these records as follows:
- a) Chiropractors will maintain accurate and up to date billing records and books, 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").
 - b) Chiropractors will retain the Records for the duration of the Program and for seven years following termination of the Program.
 - c) Upon two (2) business days written notice ICBC or its authorized representatives may, at any time during the term of the Program and three months thereafter, inspect, audit and/or make copies of the Records during normal business hours at the Chiropractor's place of business in such a manner as not to interfere unreasonably with the operations and business of the Chiropractor. The Chiropractor shall not charge any fee for the cost of reproduction of Records required under this sub-section.
 - d) Chiropractors will complete and deliver to ICBC all reports and forms required by ICBC within the time periods prescribed by ICBC to assist with data collection and analysis with respect to Treatments provided.
- 7.2 Upon receipt of a request from ICBC, Chiropractors will facilitate provision of an individual Patient's Health Record to ICBC. This includes any information from a previous claim regarding the patient's previous injury or illness that is relevant to the current claim or area of injury. If requested, Chiropractors will contact the Patient on ICBC's behalf and obtain the Patient's signed consent to release the Health Record to ICBC.
- 7.3 ICBC and the Chiropractor acknowledge that Health Records contain sensitive personal information and that they are bound by the British Columbia *Freedom of Information and Protection of Privacy Act* and the British Columbia *Personal*

Information Protection Act (collectively the "Privacy Legislation") respectively in respect of such information.

- 7.4 The Chiropractor will immediately contact ICBC in the event of any unauthorized or improper disclosure or access of a Patient's Health Record contrary to the Privacy Legislation during the provision of the Patient's Health Record to ICBC under section 7.2. For greater certainty, this includes circumstances where the Patient's Health Record is delivered to the wrong location, email address or facsimile number. In addition, without limiting the generality of any other provisions of this Program, the Chiropractor will strictly comply with the Protection of Personal Information provisions set out as Schedule G to this Program.
- 7.5 The Chiropractor will defend, indemnify and save ICBC harmless from and against any and all claims and proceedings arising out of the circumstances described in section 7.4. If any such claim or proceeding is brought by a third party, ICBC will promptly give notice to the Chiropractor of such action. Upon receiving such notice, the Chiropractor will defend ICBC at the Chiropractor's own cost and expense; however, ICBC, will have the right, in its sole discretion, to its own legal counsel, and the fees for such legal counsel will also be paid for by the Chiropractor pursuant to this section 7.5.

8. Termination

- 8.1 Chiropractors may elect at any time to stop providing Treatments and charging fees in accordance with the Program by giving written notice to ICBC.
- 8.2 ICBC may terminate the right of a Chiropractor to provide Treatments under the terms of the Program if ICBC determines or becomes aware that the Chiropractor has:
- a) failed to abide by the licensing or any other requirements of the CCBC;
 - b) failed to abide by the terms of the Program to the satisfaction of ICBC;
 - c) filed misleading information or has misrepresented Treatments or Visits;
or
 - d) charged or collected fees in excess of those prescribed in the Program.

ICBC will provide written notice of termination to the Chiropractor. Such termination will not result in any penalty or liability to ICBC.

- 8.3 ICBC may terminate this Program at any time by providing written notice to each Chiropractor who has delivered a signed Individual Chiropractor Participation Agreement. Such termination will not result in any penalty or liability to ICBC.
- 8.4 If the Program is terminated or a Chiropractor elects to stop providing Treatments and charging fees in accordance with the Program or ICBC terminates the right of a Chiropractor to provide Treatments under the terms of the Program, the terms of the Program will continue to apply with respect to Patients who have already received any Treatments under the terms of the Program, until they no longer require Treatments. If the Program is revised by ICBC, Patients receiving Treatments prior to the date of the revisions will be governed by the terms of the unrevised Program until they no longer require Treatments.

9. Marketing

Chiropractors will not:

- a) make any public announcements or give press releases or media interviews relating to the Program; or
- b) use any of ICBC's logos or official marks in any advertising or promotional materials

without the prior approval of ICBC.

10. Relationship of Parties

- 10.1 Neither the Program nor the Individual Chiropractor Participation Agreement establishes a relationship of employment, partnership, agency or joint venture.

11. Notices

- 11.1 All notices and communications required or permitted under the Program and the Individual Chiropractor Participation Agreement must be in writing and must be delivered by personal delivery, by mail or courier, by facsimile transmission or by electronic mail to a party at its address, facsimile number or electronic mail address on the Individual Chiropractor Participation Agreement, or at such other address, facsimile number, or electronic mail as a party may give notice of in writing. Any such notices and communications given by mail will be effective 72 hours after being deposited in the mails in Canada with first class postage prepaid, or if given by personal delivery, when delivered. A notice delivered by facsimile will be deemed to have been received on the next business day following the date of transmittal and acknowledgement of receipt by the recipient's fax machine. A notice delivered by electronic mail will be deemed to have been received on the next business day following the date of transmittal.

12. Informal Dispute Resolution

- 12.1 **Level 1:** The Chiropractor and the ICBC adjuster shall work together to address concerns regarding the Patient's claim and Treatments the Chiropractor intends to or is providing to the Patient.
- 12.2 **Level 2:** If the Chiropractor and the ICBC adjuster are unable to address their concerns regarding the Patient's claim and Treatments the Chiropractor intends to or is providing, the Chiropractor may choose to escalate the matter by contacting the Manager for the ICBC adjuster that is responsible for the Patient's claim.
- 12.3 **Level 3 Administrative matters:** If the Chiropractor and the Manager for the ICBC adjuster are unable to address their concerns on any administrative matters regarding the Patient's claim, the Chiropractor may choose to escalate the matter by contacting ICBC Claims Services.
- 12.4 **Level 3 Non-administrative matters:** If the Chiropractor and the Manager for the ICBC adjuster are unable to address their concerns on non-administrative matters regarding the Patient's claim and Treatments the Chiropractor intends to or is providing to the Patient, the Chiropractor may choose to escalate the matter by contacting the BCCA's liaison on the Liaison Committee. In doing so the Chiropractor will provide the Patient's name, claim number, an overview of their concern and the assistance they are seeking. In their handling of the concern, the BCCA's liaison on the Liaison Committee may provide advice to the Chiropractor and / or may follow up on the Chiropractor's behalf with the Manager for the ICBC adjuster in an effort

to bring resolution to the concerns regarding the patient's claim.

- 12.5 If parties are unable to resolve their concerns after escalating to ICBC Claims Services or the BCCA's liaison on the Liaison Committee, as applicable, then the party who raised the concern may either abandon the dispute or seek any and all other available legal remedies.

13. General

- 13.1 Capitalized terms used in the Program and the Individual Chiropractor Participation Agreement that are used herein or therein and not otherwise defined herein or therein have the meanings ascribed to them in Schedule E.
- 13.2 The Program and the Individual Chiropractor Participation Agreement 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 matter related hereto.
- 13.3 The Program, including any schedules hereto, and the Individual Chiropractor Participation Agreement constitute the entire agreement between the parties with respect to the subject matter of the Program. If there is any inconsistency between the terms of any schedule or appendix and the body of the Program, the terms of the body of the Program will govern.
- 13.4 There are no representations or agreements now existing which are not contained in the Program or the Individual Chiropractor Participation Agreement.
- 13.5 The invalidity of any particular provision of the Program or the Individual Chiropractor Participation Agreement will not affect any other provision and the Program will be read as if such invalid provision were omitted.
- 13.6 The headings in the Program have been included for convenience of reference only, do not form part of the Program, and are not intended to interpret, define or limit the scope or meaning of the Program or any of its provisions.
- 13.7 The Program may be amended at any time by ICBC on fifteen (15) calendar days' notice to, but without the consent of, the Chiropractors.
- 13.8 ICBC continues to pursue electronic commerce and communication initiatives with its customers and its service providers. The obligations with respect to electronic connectivity may change during the term of this Program.
- 13.9 Each Individual Chiropractor Participation Agreement shall enure to the benefit of and shall be binding on and enforceable by and against the successors and assigns of ICBC. Each Individual Chiropractor Participation Agreement is personal to the Chiropractor and none of the rights of the Chiropractor thereunder may be assigned.

Schedule A

**Chiropractic Flat Fee Program
Individual Chiropractor Participation Agreement (the "Agreement")**

To: Insurance Corporation of British Columbia

I confirm that I have read and understood the terms of the Flat Fee Program posted on the ICBC business partners' webpage at: <http://www.partners.icbc.com/health-services/chiro.asp> (the "Program") and that, in consideration of the benefits to be afforded to me under the Program, I agree to actively participate in and be bound by the terms and conditions of the Program as they relate to my provision of treatments to Patients. I understand, acknowledge and agree that ICBC will be entitled to amend the Program or terminate my right to participate in the Program, in each case as provided in the Program.

Dated this ____ day of _____, 20____.)

Signature: _____)

Printed Name: _____)

Address: _____)

Fax: _____)

Email Address: _____)

Practitioner No: _____)

Witness Signature: _____)

Printed Name: _____)

Chiropractors who wish to be bound by the terms of this Agreement should deliver one (1) originally executed copy of this Agreement to ICBC to the address, facsimile number or electronic mail address listed below. This Agreement will not be effective, and the Chiropractor will not have any rights under the Agreement, until such time as ICBC receives an originally executed copy of this Agreement.

ICBC - Claims Services
456 5th Avenue West
Vancouver, British Columbia V5Y 3Z3

Fax: (604) 647-6148

Email: chiropractic@icbc.com

Schedule B

Payment Schedule

Descriptor	Payment Criteria	Amount (\$s)
Initial Report (received within 5 calendar days following Initial Visit)	<p>Chiropractor's Initial Report Payment includes payment:</p> <ul style="list-style-type: none"> a) for the Initial Visit and all subsequent Treatments during such two (2) week period; or b) where no more than two (2) Treatments are required (including the Initial Visit) over the duration of the claim. <p>The Patient must sign the Consent referred to in Section 1.4 of the Program and the Initial Report must be received within five (5) calendar days following the Initial Visit to be paid the full amount.</p> <p>The second Treatment does not have to have occurred for submission of the Initial Report to be made.</p> <p>The Chiropractor's Initial Report must be provided within 90 days of the Patient's Initial Visit in order for the Chiropractor to receive payment.</p>	220.00
Initial Report (received after 5 calendar days following Initial Visit)	<p>Chiropractor's Initial Report Payment includes payment:</p> <ul style="list-style-type: none"> a) for the Initial Visit and all subsequent Treatments during such two (2) week period; or b) where no more than two (2) Treatments are required (including the Initial Visit) over the duration of the claim. <p>The Patient must sign the Consent referred to in Section 1.4 of the Program. The Initial Report Payment will be reduced by \$30.00 if received after five (5) calendar days following the Initial Visit.</p> <p>The second Treatment does not have to have occurred for submission of the Initial Report to be made.</p> <p>The Chiropractor's Initial Report must be provided within 90 days of the Patient's Initial Visit in order for the Chiropractor to receive payment.</p>	190.00
Discharge Report (With no Extension Request)	<p>Chiropractor's Discharge Report Payment includes payment for the Discharge Report and all Treatment visits after two (2) weeks up to and including fourteen (14) weeks.</p>	695.00

Descriptor	Payment Criteria	Amount (\$s)
	<p>The Discharge Report Payment is made if all of the following conditions apply:</p> <ul style="list-style-type: none"> a) the Patient has signed the Consent referred to in Section 1.4 of the Program; b) more than two (2) Treatments have been provided over the duration of the claim; c) over two (2) weeks up to and including fourteen (14) weeks have passed since the Patient's Initial Visit; and d) the Chiropractor has provided a Discharge Report to ICBC. <p>The Chiropractor's Discharge Report must be provided within 90 days of the Patient's final Visit in order for the Chiropractor to receive payment.</p>	
Extension Request	<p>The Extension Request Payment is made if the Chiropractor has received pre-approval to the Extension Request. The Extension Request Payment is in addition to the Discharge Report Payment for Treatments required after fourteen (14) weeks up to and including nineteen (19) weeks after the Initial Visit.</p> <p>If the ICBC adjuster has approved an Extension Request, the Chiropractor may request early payment for the Extension Request from ICBC Claims Services. The Chiropractor must submit the request in writing for early payment referencing the Patient's name and claim number to any of the following contacts:</p> <p style="padding-left: 40px;">by email: chiropractic@icbc.com by mail: ICBC Claims Services 456 5th Avenue West Vancouver, BC V5Y 3Z3 by fax: (604) 647-6148</p> <p>If the Chiropractor does not request an early payment for the Extension Request, the payment for the Extension Request will be made when the Discharge Report is submitted.</p>	250.00
Discharge Report (With Extension Request)	<p>The Discharge Report Payment is made if all of the following conditions apply:</p> <ul style="list-style-type: none"> a) the Patient has signed the Consent referred to in Section 1.4 of the Program; b) more than two (2) Treatments have been provided over the duration of the claim; 	695.00

Descriptor	Payment Criteria	Amount (\$s)
	<p>c) the Chiropractor has submitted the Extension Request to the ICBC adjuster by no later than ten (10) weeks after the Initial Visit;</p> <p>d) ICBC has approved the Chiropractor's Extension Request;</p> <p>e) over fourteen (14) weeks up to and including nineteen (19) weeks have passed since the Patient's Initial Visit; and</p> <p>f) the Chiropractor has provided a Discharge Report to ICBC.</p> <p>The Chiropractor's Discharge Report must be provided within ninety (90) days of the Patient's final Visit in order for the Chiropractor to receive payment.</p>	
Telephone Consultations	<p>Chiropractors will participate in at least one fifteen (15) minute telephone consultation for each Patient (on a per accident basis) if requested by an ICBC adjuster. For telephone consultations to be paid, the consultation will require substantive, clinical discussion of:</p> <p>a) treatment progress;</p> <p>b) return to function planning; or</p> <p>c) recommendations for further or alternative intervention programs or services.</p> <p>Phone consultations that relate to administrative matters will not be paid.</p> <p>The Chiropractor's submission for payment of telephone consultations must be received by ICBC within ninety (90) days of the date of service in order for the Chiropractor to receive payment. The invoice, referencing the Patient's name, claim number and date of service, is to be sent to the ICBC adjuster.</p>	50.00

ICBC will pay amounts due under Section 2 of the Program as described in this Schedule B. The Chiropractor acknowledges and agrees that the Chiropractor shall not be owed any payments under this Program if the reports or invoices required are not provided to ICBC within the time limits described above in this Schedule B.

Schedule C

X-Ray Fee Schedule

Descriptor	Payment Criteria	Amount (\$s)
Cervical spine	4 views or less	72.10
Cervical spine	Davis series	98.20
Thoracic spine	4 views or less	72.10
Lumbar spine	4 views or less	72.10
Additional films	Any one film, any area in addition to the four or less series (does not apply to combined series)	13.20
Any combined series		144.10
Extremities		72.10
Reading fee (when film is provided by an outside source)	Any one area	24.80
	Two or more areas	40.80
	Three or more views	52.50
	Extremities – minimum two views (Extremities are articulations other than the spine, such as knees, elbows and shoulders)	40.00

The Chiropractor's submission for payment of X-Rays must be received by ICBC within 90 days of the date of service in order for the Chiropractor to receive payment.

The account, referencing the Patient's name, claim number and date of service, is to be sent to any of the following contacts:

by email: chiropractic@icbc.com

by mail: ICBC Claims Services
456 5th Avenue West
Vancouver, BC V5Y 3Z3

by fax: (604) 647-6148

Note: Only Chiropractors who are participating in the Program can bill according to this Schedule C if their Patient is receiving treatment under the Program.

Schedule D

Patient's Health Records

Descriptor	Payment Criteria	Amount (\$s)
Review of records		35
Copying of records	first 10 pages	1.25
	for all subsequent pages	.30 ¢

The Chiropractor's submission for payment of Patient's Health Records must be received by ICBC within ninety (90) days of the date of service in order for the Chiropractor to receive payment.

The account, referencing the Patient's name, claim number and date of service, is to be sent to the ICBC adjuster.

Note: Only Chiropractors who are participating in the Program can bill according to this Schedule D if their Patient is receiving treatment under the Program.

Schedule E

Definitions

Capitalized terms used in the Program shall have the meanings given to those terms described in this Schedule E. Notwithstanding section 13.7, the parties acknowledge and agree that the definitions of this Schedule E may be updated from time to time by ICBC without written notice. The most up to date definitions of the Program are located on the ICBC business partners' webpage located at <http://www.partners.icbc.com/health-services/chiro.asp>

BCCA	British Columbia Chiropractic Association
CCBC	College of Chiropractors of British Columbia
Chiropractor	A Doctor of Chiropractic or Chiropractor entitled to practice under the British Columbia <i>Health Professions Act</i> who is a registrant with the CCBC
Health Record	Includes but is not limited to all notes, reports, records information, instruments and documentation produced or obtained by a Chiropractor or any other person employed or otherwise engaged by the Chiropractor in the provision of Treatments including all copies of the same, but does not include anything over which the Chiropractor, the Patient or the Patient's lawyer could claim privilege
Individual Chiropractor Participation	Agreement in the form of Schedule A by an individual Chiropractor to be a party to the terms of the Program
Liaison Committee	The ICBC/BCCA liaison committee formed to deal with matters of interest to both ICBC and the BCCA
Maximum Chiropractic Improvement	Two consecutive re-exams with no further significant objective clinical improvement
Parties	The use of the word "parties" in the Program includes ICBC and any Chiropractor who has signed and delivered to ICBC an Individual Chiropractor Participation Agreement
Patient	A person receiving chiropractic treatment for injuries arising from a motor vehicle accident who meets the two criteria set out in Section 1.2.a)
Program	The Chiropractic Flat Fee Program July 1, 2015 to which this Schedule E is attached, as such Program may be amended by ICBC from time to time in accordance with its terms
Treatments	Treatments provided by Chiropractors to Patients, including: <ul style="list-style-type: none"> • assessments related to treatment; • any CCBC accepted treatment modalities; and • education focused on activities of daily living and return to function
Visit	A single Patient encounter with a Chiropractor, whether at the Chiropractor's clinic or elsewhere, in connection with Treatments

Schedule F

Treatment Confirmation and Consent Form

If ICBC accepts your claim, it will pay the reasonable expenses you incur for necessary chiropractic treatment in one of two ways. The two options, namely on a per treatment basis or through a flat fee payment made to your Chiropractor, are described herein.

If you decide to obtain your chiropractic services on a per treatment basis, ICBC will pay \$22.27 for your Initial chiropractic visit and \$17.35 for your subsequent treatments. Coverage of your chiropractic treatments on a per treatment basis will be limited to the amounts indicated in this paragraph and you will be responsible for any additional fees charged by the Chiropractor over and above these amounts. If you choose to receive your chiropractic services on a per treatment basis, you will have chosen not to participate in the Chiropractic Flat Fee Program as described in the section below.

If you decide to participate in the Chiropractic Flat Fee Program, ICBC will pay a flat fee directly to your Chiropractor and you will not be charged any additional fees regardless of the number and types of necessary treatments. The Chiropractic Flat Fee Program has a time based treatment limit of 14 weeks. The limit of 14 weeks of chiropractic care may be extended for an additional 5 weeks depending on the extent of your injury and your clinical circumstances. Treatments past 19 weeks will be considered on a case by case basis as separate from the coverage provided under this Program. The terms and conditions of the Chiropractic Flat Fee Program are described in more detail below.

Terms and Conditions of Your Participation in the Chiropractic Flat Fee Program

1. If you want to change chiropractors, you may only do so once and must do so within two weeks from the day of your Initial visit with your First Chiropractor and before your second treatment. If you elect to change, you must advise your ICBC adjuster immediately. After the two week period, all your chiropractic funding from ICBC for this claim will have been allotted to the First Chiropractor and ICBC will not pay for treatments received from any other Chiropractor. In exceptional circumstances such as you or your Chiropractor moving to another geographic region or your Chiropractor ceasing practice will not be considered a change of Chiropractors for the purposes of this section.
2. Your Chiropractor will provide all necessary chiropractic treatments relating to your injury from the motor vehicle accident and manage your treatment plan.
3. Your Chiropractor will communicate the status of your treatment plan to ICBC. Section 28 of *the Insurance (Vehicle) Act* authorizes ICBC to obtain a report as often as requested, from the treating Chiropractor, without the patient's authorization.
4. Your treatment will continue until you are recovered to pre-accident status or when you have reached maximum chiropractic recovery.
5. It is important that you attend all of your appointments. If you are not able to attend, you are required to call the Chiropractor's office 24 hours prior to the appointment. Missing two treatments in a row or four treatments within the course of treatment with no good reason will result in a discharge from care and you will not have access to further chiropractic funding for this claim.
6. Failing to follow the Chiropractor's recommended treatment plan may result in a discharge from care and a termination of chiropractic funding for this claim.
7. ICBC will not provide funding for ongoing chiropractic treatment after you are discharged from the Chiropractic Flat Fee Program, nor will ICBC be obligated to provide funding for any Treatments related to maintenance under the Program.
8. Discharge from the Chiropractic Flat Fee Program will not have an impact on the settlement of your claim.

Patient Determination

Option One: Patient Wishes to Participate in the Chiropractic Flat Fee Program

I wish to participate in the Chiropractic Flat Fee Program and agree to the terms listed in the Treatment Confirmation and Consent Form above, and consent to my Chiropractor and ICBC exchanging information, including my personal information, relevant to my claim. This exchange may be verbal, or through electronic transmission including email or facsimile.

Please check off the applicable box, complete necessary information, and sign below to select Option One.

I acknowledge that I have not been treated by another Chiropractor for this claim
OR

I wish to change my Chiropractor. I have visited another Chiropractor in the past two (2) weeks for this claim but only for a single treatment. The name of the other Chiropractor I visited is Dr. _____ and the date of my visit to the other Chiropractor was on (dd/mmm/yyyy) _____.

TO BE COMPLETED IF PATIENT IS 19 YEARS OLD OR OLDER:

I confirm that I am 19 years old or older, have read and understood the foregoing, and agree to be bound by it.

Signed at _____, B.C. on the ____ day of _____, 20____

in the presence of:

_____))	_____)
SIGNATURE OF WITNESS	PRINTED NAME
_____))	_____)
NAME AND ADDRESS OF WITNESS	SIGNATURE OF PARTICIPANT
_____))	

TO BE COMPLETED BY PARENT OR LEGAL GUARDIAN IF PATIENT IS YOUNGER THAN 19 YEARS OLD:

I, the undersigned, represent that I am the _____ (parent or legal guardian) of _____, the patient named above, and as such I am fully authorized and entitled to enter into this Treatment Confirmation and Consent, and hereby agree to all of the above, on behalf of the patient. I confirm that I am 19 years old or older, have read and understood the foregoing, and agree to be bound by it.

Signed at _____, B.C. on the ____ day of _____, 20____

in the presence of:

_____))	_____)
SIGNATURE OF WITNESS	PRINTED NAME
_____))	_____)
NAME AND ADDRESS OF WITNESS	SIGNATURE OF PARENT OR LEGAL GUARDIAN
_____))	

Collection of information on, by, or on behalf of ICBC is in accordance with Section 26 of the Freedom of Information and Protection of Privacy Act and Section 9 of the Insurance Corporation Act. This information will be used primarily in evaluation and settlement of your claim. There is also a possibility it will be referenced on future claims you may have. Questions about collection of personal information should be directed to your adjuster.

Option Two: Patient Does Not Wish to Participate in the Chiropractic Flat Fee Program

I do not wish to participate in the Chiropractic Flat Fee Program described in the Treatment Confirmation and Consent Form above. I understand that ICBC will pay \$22.27 for my Initial chiropractic visit and \$17.35 for subsequent treatments. I understand that coverage of my chiropractic treatments on a per visit basis will be limited to the amounts indicated in this paragraph and that I will be responsible for any additional fees charged by the Chiropractor over and above these amounts. I consent to my Chiropractor and ICBC exchanging information, including my personal information, relevant to my claim. This exchange may be verbal, or through electronic transmission including email or facsimile.

Please sign below to select Option Two.

TO BE COMPLETED IF PATIENT IS 19 YEARS OLD OR OLDER:

I confirm that I am 19 years old or older, have read and understood the foregoing, and agree to be bound by it.

Signed at _____, B.C. on the ____ day of _____, 20____

in the presence of:

_____)
SIGNATURE OF WITNESS

_____)
PRINTED NAME

_____)
NAME AND ADDRESS OF WITNESS

_____)
SIGNATURE OF PARTICIPANT

TO BE COMPLETED BY PARENT OR LEGAL GUARDIAN IF PATIENT IS YOUNGER THAN 19 YEARS OLD:

I, the undersigned, represent that I am the _____ (parent or legal guardian) of _____, the patient named above, and as such I am fully authorized and entitled to enter into this Treatment Confirmation and Consent, and hereby agree to all of the above, on behalf of the patient. I confirm that I am 19 years old or older, have read and understood the foregoing, and agree to be bound by it.

Signed at _____, B.C. on the ____ day of _____, 20____

in the presence of:

_____)
SIGNATURE OF WITNESS

_____)
PRINTED NAME

_____)
NAME AND ADDRESS OF WITNESS

_____)
SIGNATURE OF PARENT OR LEGAL GUARDIAN

Collection of information on, by, or on behalf of ICBC is in accordance with Section 26 of the Freedom of Information and Protection of Privacy Act and Section 9 of the Insurance Corporation Act. This information will be used primarily in evaluation and settlement of your claim. There is also a possibility it will be referenced on future claims you may have. Questions about collection of personal information should be directed to your adjuster.

Schedule G
Protection of Personal Information

- 1 **Defined terms:** In this Schedule, “personal information”, “public body”, “service provider”, “employee”, “associate” and “access” have the meanings set out in the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time (“**FIPPA**”). For example only, personal information includes, but is not limited to, an individual’s home phone number, home address, birth date, personal email address, health records and any information about an insurance claim. ICBC and the Chiropractor each acknowledge that this Schedule only applies to personal information collected or used by, or disclosed to or by the Chiropractor in the course of the Chiropractor providing Treatments to Patients arising from, connected with or related to, an ICBC claim (the “**Personal Information**”). For greater certainty, this section does not apply to personal information collected by the Chiropractor for its own business purposes directly from the Chiropractor’s own patients for treatments unrelated to an ICBC claim. However, if such personal information is collected by the Chiropractor, the Chiropractor is required to collect, use and disclose such personal information in accordance with applicable laws.
- 2 **Employees and subcontractors:** In this Schedule, any reference to the Chiropractor includes its employees and associates, as well as any subcontractor retained by the Chiropractor to perform obligations under this Program. The Chiropractor will ensure that all such persons comply with the obligations of the Chiropractor in this Schedule.
- 3 **Addition to other confidentiality obligations:** This Schedule is in addition to any other confidentiality obligations elsewhere in this Program, and such other confidentiality obligations extend to and include the Personal Information except as specifically modified by this Schedule.
- 4 **Application of FIPPA:** The Chiropractor acknowledges ICBC is a public body and is subject to the provisions of FIPPA. Notwithstanding that the Chiropractor is not a service provider to ICBC, the Chiropractor agrees to comply with all the provisions of FIPPA applicable to the Personal Information as if it were a service provider to ICBC under FIPPA including, without limiting the foregoing, provisions regarding the collection, storage, access, use, protection and disclosure of the Personal Information.
- 5 **Custody and control:** The Personal Information remains within ICBC’s control notwithstanding that it may be in the physical custody of the Chiropractor. Authority for the use, disclosure, access, destruction and integrity of the Personal Information remains with ICBC at all times.
- 6 **Use of Personal Information:** Unless otherwise approved by ICBC in writing, the Chiropractor will only use the Personal Information for the performance of the Chiropractor’s obligations, or the exercise of the Chiropractor’s rights, under this Program.
- 7 **No storage, disclosure or access outside Canada:** the Chiropractor will not store, disclose or have the Personal Information accessible outside of Canada, unless permitted by ICBC in writing.
- 8 **Authorized employees only:** The Chiropractor will ensure that no person collects, accesses, uses or discloses the Personal Information except for those employees, associates and subcontractors of the Chiropractor who are required to collect, access, use or disclose the Personal Information for the purpose of the Chiropractor performing its obligations under this Program (“**Authorized Employees**”).
- 10 **Security measures:** The Chiropractor will have appropriate security measures in place to ensure that the Personal Information is collected, accessed, used, disclosed and disposed of only by Authorized Employees, including without limitation:
- (a) restricted access to records containing paper copies of the Personal Information;

- (b) restricted access to the 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 Employees;
- (c) systems containing the Personal Information will be capable of providing an audit trail and user access logs, which logs will be retained by the Chiropractor during the term of this Program and for at least one year following its expiry or earlier termination; and
- (d) the Personal Information, unique IDs and passwords will not be transmitted over the Internet or any other wide area or local network (whether by email or otherwise) unless: (i) the Chiropractor uses industry best practices and privacy enhancing technologies for data security, including securing the transmission in a manner that renders it unreadable except by the intended recipient, and (ii) in the case of the Personal Information, the transmission is approved by ICBC in advance.

- 11 **Inspection by ICBC:** ICBC or its authorized representative may, on reasonable notice and during regular business hours, enter the Chiropractor's premises to inspect the Personal Information in the possession of the Chiropractor or any of the Chiropractor's information management policies or practices relevant to its compliance with this Program.
- 12 **Notice of non-compliance:** The Chiropractor will promptly notify ICBC in writing of any non-compliance or anticipated non-compliance with this Schedule (including any misappropriation of the Personal Information) and will further inform ICBC of all steps the Chiropractor proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.
- 13 **Retention and disposal:** The Chiropractor will not retain the Personal Information longer than is necessary to perform its obligations under this Program. Once the Personal Information is no longer so required, the Chiropractor will permanently and securely destroy the Personal Information and all records of the Personal Information in a way that is appropriate for the media so that the Personal Information or any portion of it cannot be subsequently retrieved, accessed or used by the Chiropractor or any other person.
- 14 **Application of USA Patriot Act:** The Chiropractor expressly represents to ICBC that with respect to this Program and complying with its obligations hereunder: (a), the Chiropractor is subject solely to the laws of British Columbia and the laws of Canada applicable therein and attorn to the original and exclusive jurisdiction thereof, and (b) it is not subject to the USA Patriot Act including, without limitation, any order, directive, ruling, requirement, judgment, injunction, award, decree, decision or other requirement issued pursuant to such Act (each a "**Disclosure Order**"). The Chiropractor will immediately inform ICBC if: (a) The Chiropractor, any employee, associate or subcontractor receives a Disclosure Order, or (b) The Chiropractor receives any direction or request from an associate or affiliate to disclose or provide access to the Personal Information which The Chiropractor knows or has reason to believe is for the purpose of responding to a Disclosure Order (an "**Affiliate Request**"). Upon receipt of a Disclosure Order or an Affiliate Request, The Chiropractor will not disclose the Personal Information in response thereto and the Chiropractor will at all times act in accordance with its obligations under this Program.
- 15 **Termination for breach:** Any breach of this Schedule by the Chiropractor or its employees, associates or subcontractors will be considered a material breach of this Program and will be grounds for immediate termination of this Program by ICBC without liability to the Chiropractor of any kind.
- 16 **Survival:** The provisions of this Schedule shall survive and apply after the expiry or earlier termination of this Program.