

Occupational therapy performance standards



Effective February 15, 2022



Contents

1. Introduction	1
1.1 Introduction	1
1.2 Key terms	1
1.3 ICBC's Expectations	1
1.4 Compliance	1
2. Approved OT Requirements	2
2.1 OT Qualification Requirements	2
2.2 Other Considerations	2
3. Firm Requirements	3
3.1 Firm Qualification Requirements	3
3.2 Other Considerations	3
4. Approved OT and Firm Renewals	4
5. Accepting ICBC Customers	4
5.1 Referral from third parties or health professionals	4
5.2 Clarify engagement purpose	4
5.3 Authorizations	4
5.4 Customer Contact	4
5.5 Initial Assessment	5
5.6 Skills and Competencies	5
5.7 Transfer of Files	5
6. Single Service	5
6.1 Single Service Assessment	5
6.2 Single Service Reporting Requirements	5
6.3 Discharging a Customer	6
7. Continued Service	6
7.1 Initial Assessment	6
7.2 Subsequent Assessment	6
7.3 Treatment Guidelines	6
7.4 ICBC Treatment Plan Form	7
7.5 Reporting Requirements	7
7.6 Discontinuance of Funding	8
8. Hospital Discharge Program (HDP)	8
8.1 Hospital Discharge Sub-roster	8
8.2 Accepting Hospital Discharge Assignments	8
8.3 Reporting Requirements	8
8.4 Discontinuance of Funding	8

9. Equipment	10
9.1 Authorization	10
9.2 Other Medical Equipment	10
10. Remuneration and Invoicing	11
10.1 Billing Limits and Invoice Submission	11
10.2 Prohibited Disbursements	16
10.3 Accuracy	17
11. Confidential Information	17
11.1 Definition of Confidential Information	17
11.2 Confidential Information	17
11.3 Storage, Copying and ICBC Inspection	18
11.4 Disclosure Required by Law:	18
11.5 Disclosure to Professional Advisors	18
11.6 Security	18
11.7 Public Announcements	18
11.8 Protection of Personal Information	18
12. Performance Management, Key Performance Indicators (“KPIs”) and Audits	18
12.1 Performance Management and KPIs	18
12.2 Audits	18
12.3 Release of Files to ICBC	19
13. Governance	20
13.1 Conduct and Sanctions	20
14. General	21
14.1 Email Notifications	21
14.2 Notification of Firm and Approved OT changes	21
14.3 Notification of Amendments	21
14.4 Intellectual Property	22
14.5 Relationship of Parties	22
14.6 Jurisdiction	22
Appendix A: Examples of specific engagements	23
Appendix B: Privacy and Protection of Personal Information	23

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”). An Occupational therapist (“OT”) wishing to become part of ICBC’s network must deliver a signed Occupational Therapist Participation Agreement to ICBC as a condition of approval by ICBC. Approval into the network is at ICBC’s sole discretion. If approved, the OT will be designated as an “ICBC Approved Occupational Therapist” (“Approved OT”) and be eligible for direct funding for approved services provided to ICBC Customers, regardless of the date of the ICBC Customer’s accident, provided the Approved OT meets the performance standards outlined in this document (see “Performance Standards”).

1.2 Key terms

In these Performance Standards:

- **“Business Day”** means Monday to Friday, not including statutory holidays.
- **“Calendar Day”** means Monday to Sunday, including statutory holidays.
- **“Continued Services”** encompasses the treatment-based services provided to support ICBC Customers with complex recoveries or injuries. The services in this category include, but are not limited to, hospital discharge planning, provision of clinical treatment, and clinical management and support. Details and requirements for Continued Services are set out under section 7 of these Performance Standards.
- **“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.
- **“Hospital Discharge Program”** (HDP) encompasses the services provided by an OT specifically to support an ICBC Customer’s transition back to their residence following a hospital admission. The primary goal is to ensure the ICBC Customer’s safe return home. As such, this service entails assessment and recommendations for medical equipment, supplies, and/or support services. Details and requirements for the Hospital Discharge Program are set out under section 8 of these Performance Standards.
- **“ICBC Claims Contact”** is the primary ICBC representative on a file that has authority to provide funding approval for claims. The ICBC Claims Contact may be the ICBC file handler, Claims Specialist, Customer Recovery Specialist, or otherwise.
- **“Single Services”** encompasses services that are discrete, time-bound, and assessment-based (involving an assessment and the completion of a report with recommendations). These services include, but are not limited to, assessments such as functional capacity evaluations, ergonomic assessments, job demands analyses, and workplace accommodation assessments. Details and requirements for Single Services are set out under section 6 of these Performance Standards.

1.3 ICBC’s Expectations

Approved OTs and Firms are key business partners who help injured ICBC Customers through their recovery. Working together, the Approved OT and Firm and ICBC will create positive experiences for our mutual customers by demonstrating our shared values of integrity, dedication, accountability, and care during each ICBC Customer interaction.

ICBC expects Approved OTs and Firms who are providing services to injured ICBC Customers to align themselves with the above objectives and commit to providing high-quality, cost-effective, and outcome-oriented care. Approved OTs and Firms are expected to behave in an ethical manner that observes the highest principles of integrity, respect, equality, fair practice, professional conduct, and excellence. Approved OTs and Firms are expected to ensure that they do not operate or conduct business in a manner that adversely affects or that is harmful, detrimental, or disrespectful to the public image, reputation, or goodwill of ICBC, ICBC Customers, or the ICBC proprietary marks.

In addition, ICBC Customers must be treated with respect and dignity at all times, with sensitivity and empathy.

1.4 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 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 OT Qualification Requirements

To qualify for and maintain their status as an Approved OT, the OT must:

- a) be a registered member in good standing, with a 'Practicing Full', 'Provisional' or 'Provisional Re-Entry' status, of the College of Occupational Therapists of British Columbia ("COTBC") or the equivalent provincial OT regulatory authority in the Canadian province where the OT practices (each, an "Other College"). The OT 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;
 - i. 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. In the event that ICBC conducts any practice or performance conduct inquiry of an Approved OT with Provisional or Provisional Re-Entry status, the inquiry will include the supervising OT, who must also be an Approved OT (see Section 12 of these Performance Standards for details about practice and performance conduct inquiries).
- b) adhere to all COTBC standards 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) not be the subject of an active investigation or practice restrictions or conditions by the COTBC or Other College;
- d) comply with all applicable laws and ICBC policies, including ICBC's [Code of Ethics](#);
- e) have no evidence of documented poor quality service or justified ICBC Customer service complaints in the last twelve (12) months prior to application;
- f) 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 ICBC Customer, the issue must be submitted in writing by contacting the ICBC Health Care Inquiry Unit and requesting that an escalation be raised; and
- g) provide proof of valid professional liability insurance of a minimum \$5,000,000 in coverage.

2.2 Other Considerations

ICBC reserves the right to deny or withdraw its approval at its sole discretion for any reason, including but not limited to having considered the following circumstances:

- a) any past or present investigation, practice restrictions, or conditions imposed by the COTBC or Other College against the OT;
- b) any civil action filed against the OT;

- c) any criminal charges or criminal action taken against the OT; and
- d) any ICBC investigation or audit undertaken against the Approved OT.

3. Firm Requirements

3.1 Firm Qualification Requirements

To qualify and maintain the Firm's status, each Firm must:

- a) have and maintain a [valid ICBC vendor number](#);
- b) annually submit a complete and accurate OT Declaration and Privacy Checklist as found on the [Partners Page](#);
- c) accurately declare to ICBC the locations served by their OTs;
- d) comply with all applicable laws and ICBC policies, including ICBC's [Code of Ethics](#);
- 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) when applicable, and upon request by ICBC, provide proof of a valid business license for any subcontractors, in accordance with the applicable local law; and
- o) ensure all of the Firm's Approved OTs meet and continue to meet Approved OT qualification requirements (see Section 2 of these Performance Standards).

3.2 Other Considerations

ICBC reserves the right to deny or withdraw its approval at its sole discretion for any reason, including but not limited to having considered the following circumstances:

- a) any civil action filed against the Firm;
- b) any criminal charges or criminal action taken against the Firm; and
- c) any ICBC investigation or audit undertaken against the Firm.

4. Approved OT and Firm Renewals

The Approved OT and Firm must undergo an application renewal process once every calendar year to maintain their status on the approved list. The details for the renewal process, including the documentation required to be submitted and the deadline for submission, will be detailed in a communication or correspondence (e.g. email) sent from ICBC to each Firm.

To be considered for renewal, the Approved OT and Firm must continue to meet the OT and Firm Requirements set out under sections 2 and 3 of these Performance Standards. In addition to those requirements, ICBC will take into consideration the results of any ICBC investigation and audit that were undertaken against the Approved OT and Firm.

ICBC reserves the right to deny the account renewal at its sole discretion for any reason or to administer any of the sanctions set out under section 13 of these Performance Standards as it deems appropriate.

5. Accepting ICBC Customers

5.1 Referral from third parties or health professionals

To be eligible for direct funding, the Approved OT and Firm 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 health professionals, in order to determine whether funding is authorized and the work is eligible for direct payment by ICBC.

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

5.2 Clarify engagement purpose

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

Services that are 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 request for services as outlined above may result in the termination of the engagement on the file or other compliance actions as outlined in section 13 of these Performance Standards.

5.3 Authorizations

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

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

5.4 Customer Contact

Upon receipt of the service request, the Approved OT or Firm must attempt to make initial contact with the ICBC Customer within 24 hours. There is an exception to this in the case where the ICBC 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 the discharge.

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

5.5 Initial Assessment

The Approved OT must conduct initial assessments with ICBC Customers within 7 Calendar Days of acceptance of the service request. The assessment must be conducted in person unless otherwise directed or agreed to by ICBC, such as in instances where telehealth may be appropriate.

- If the Approved OT is unable to conduct the initial assessment within 7 Calendar Days from the time of acceptance of service request, they must inform the ICBC Claims Contact immediately.

5.6 Skills and Competencies

The 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 ICBC Customer based on the context for the engagement and the requirements set out under the COTBC or applicable Other College guidelines. In such circumstances, the Approved OT must contact the ICBC Claims Contact to discuss if another OT is required, either in whole or in part, for the effective provision of services. The failure to do so may result in the termination of the engagement on the file or other compliance actions as outlined in section 13 of these Performance Standards.

5.7 Transfer of Files

An Approved OT who has accepted a service request cannot subsequently transfer the ICBC Customer to another Approved OT, non-approved OT, or service provider (even within the Firm) without ICBC's consent. To do so may result in the termination of the engagement on the file or other compliance actions as outlined in section 13 of these Performance Standards. ICBC will not pay for any costs associated with the transfer of the engagement, including but not limited to the cost of preparing the records, transferring the records, or reviewing the records.

6. Single Service

6.1 Single Service Assessment

The Approved OT must conduct an assessment with the ICBC Customer within 7 Calendar Days of acceptance of the service request. The assessment must be conducted in person unless otherwise directed or agreed to by ICBC, such as in instances where telehealth may be appropriate.

- If the Approved OT is unable to conduct the assessment within 7 Calendar Days from the time of acceptance of the service request, they must inform the ICBC Claims Contact immediately.
- If the service requires more than one assessment to complete, the Approved OT must inform ICBC.

6.2 Single Service Reporting Requirements

All reports for which an ICBC report template exists must be completed using the appropriate ICBC report template located on the [Partners Page](#). ICBC will not pay for any time billed for report preparation or subsequent completion of the report if the report is incomplete when submitted. An incomplete report must be completed and resubmitted in order to qualify for payment.

Supplementary reports such as ergonomic assessments reports, job site visit reports, or other reports requested by ICBC as part of authorized Single Services can be completed in the format established by the Firm, unless an ICBC template is made available.

6.2.1 Report Timelines

The Approved OT must submit their Single Service report within 7 Calendar Days of the first meeting with the ICBC Customer, unless the ICBC Customer's refusal to consent to the release of the report renders the Approved OT unable to do so. Additional services will not be authorized until such time that the ICBC Claims Contact receives and reviews the Approved OT's report.

Where the Approved OT anticipates a delay in report submission, the Approved OT must inform the ICBC Claims Contact of the reason for delay and the anticipated report submission date within 7 Calendar Days of the first meeting with the ICBC Customer.

6.3 Discharging a Customer

Unless otherwise indicated, Single Services are considered to be concluded upon completion of the assessment and submission of the report.

If continued involvement with the Approved OT is recommended to provide ongoing treatment, the Approved OT may reach out to ICBC for consideration of funding approval for Continued Services.

7. Continued Service

7.1 Initial Assessment

The Approved OT must conduct an assessment with the ICBC Customer within 7 Calendar Days of acceptance of the service request. The assessment must be conducted in person unless otherwise directed or agreed to by ICBC, such as in instances where telehealth may be appropriate.

- If the Approved OT is unable to conduct the initial assessment within 7 Calendar Days from the time of acceptance of the service request, they must inform the ICBC Claims Contact immediately.
- If the service requires more than one assessment to complete, the Approved OT must inform ICBC.

7.2 Subsequent Assessment

The Approved OT must conduct any subsequent assessments following the initial assessment in person, unless otherwise directed or agreed to by ICBC, such as in instances where telehealth may be appropriate.

Where the subsequent assessment is requested by ICBC, the assessment must take place within 7 Calendar Days from the date of the request. If the Approved OT is unable to conduct the subsequent assessment within 7 Calendar Days from the date of request, they must inform the ICBC Claims Contact immediately. This includes, but is not limited to, subsequent assessments for the purpose of completing a progress report.

7.3 Treatment Guidelines

7.3.1 ICBC Customer's Rehabilitation Plan

The Approved OT must assess and determine the ICBC Customer's rehabilitation plan in accordance with the COTBC or applicable Other College guidelines and practice standards and utilizing an evidence-informed approach when establishing, providing, and recommending treatments.

7.3.2 Education of the ICBC Customer

When treating an ICBC Customer, the Approved OT must educate the ICBC Customer with respect to the following (when information is available):

- a) If applicable, the desirability of an early return:
 - i. to the activities the ICBC Customer could perform before the injury, or
 - ii. to the ICBC Customer's employment, occupation or profession or the ICBC Customer'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 ICBC Customer may be experiencing; and
- e) the appropriate self-management and pain management strategies.

7.4 ICBC Treatment Plan Form

ICBC treatment plan forms allow for expedient funding decisions by ICBC. The ICBC treatment plan form must be submitted through the Health Care Provider Portal along with:

- Initial assessment reports; and
- Progress reports.

The Approved OT is required to complete the following fields of the ICBC treatment plan form:

- whether the ICBC Customer is currently missing work and/or school;
- the number of new recommended hours to discharge; and
- the expected discharge date.

All other fields are optional and may be marked with an "N/A".

7.5 Reporting Requirements

The Approved OT must report to ICBC on the ICBC Customer's progress and provide an updated rehabilitation plan for the duration of the engagement. When completing and providing a report to ICBC, the Approved OT must ensure:

- a) the ICBC Customer 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) the content of the report is in compliance with all COTBC or applicable Other College requirements.

All reports for which an ICBC report template exists must be completed using the ICBC report templates located on the [Partners Page](#). ICBC will not pay for time billed for report preparation or subsequent completion of the report if the report is incomplete when submitted. An incomplete report must be completed and resubmitted in order to qualify for payment.

7.5.1 Report Timelines

The Approved OT must adhere to the following timelines when providing report(s) to ICBC unless the ICBC Customer'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 7 Calendar Days of the first meeting with the ICBC Customer. Note: initial reports must be accompanied by an ICBC treatment plan form.
Progress Report	Where further funding is required beyond what was authorized upon submission of the initial assessment report, a progress report must be submitted 7 days prior to the current authorization end date or prior to the last scheduled treatment session with the ICBC Customer, whichever is sooner. Note: progress reports must be accompanied by an ICBC treatment plan.
Discharge Report	Due within 7 Calendar Days of the termination of the engagement.

7.6 Discontinuance of Funding

ICBC may, at its sole discretion, discontinue direct funding when it determines it would be appropriate to do so, keeping in mind the following considerations:

- a) the purpose of the engagement has been satisfied;
- b) further rehabilitation is unlikely to result in any significant functional improvement;
- c) treatment goals have not been met but further treatment is unlikely to achieve them;
- d) the ICBC Customer is not participating as recommended in the course of treatment; or
- e) ICBC determines at its sole discretion that it is appropriate to do so.

8. Hospital Discharge Program (HDP)

8.1 Hospital Discharge Sub-roster

Upon execution of an Occupational Therapist Participation Agreement, the Approved OT must advise whether they wish to be identified on the HDP sub-roster. Additionally, any Approved OTs who choose to be identified on the HDP sub-roster must indicate whether they have the knowledge, skills, resources, and tools to accept service requests in any of the following practice areas:

- a) moderate to severe traumatic brain injury;
- b) spinal cord injury;
- c) complex mental health (including, but not limited to, concurrent diagnoses of schizophrenia, dementia, bipolar, borderline personality disorder, substance abuse/addictions); and/or
- d) paediatrics.

Prior to advising ICBC they have expertise in the practice areas above, the Approved OT must refer to the most up-to-date COTBC Essential Competencies and COTBC Practice Resource on Guided Reflection to ensure they meet the requirements.

Only Approved OTs on the HDP sub-roster will be contacted in accordance with section 8.2 as outlined below.

8.2 Accepting Hospital Discharge Assignments

By accepting an HDP assignment, the Approved OT agrees to 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 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.

8.3 Reporting Requirements

The Approved OT must report to ICBC on the ICBC Customer's progress and provide an updated rehabilitation plan for the duration of the engagement. When completing and providing a report to ICBC, the Approved OT must ensure:

- a) the ICBC Customer 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) the content of the report is in compliance with all COTBC Practice Standards and Guidelines or applicable Other College requirements.

All reports for which an ICBC report template exists must be completed using the ICBC report templates located on the [Partners Page](#). ICBC will not pay for additional time billed as a result of having to revise or resubmit an incomplete report. An incomplete report must be completed and resubmitted in order to qualify for payment.

8.3.1 Report Timelines

The Approved OT must adhere to the following timelines when providing reports to ICBC, unless the ICBC Customer's refusal to consent to the release of the report renders the Approved OT unable to do so. Funding for 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 7 Calendar Days of the first meeting with the ICBC Customer. Note: initial reports must be accompanied by an ICBC treatment plan form.
Progress Report	Where further funding is required beyond what was authorized upon submission of the initial assessment report, a progress report must be submitted 7 days prior to the current authorization end date or prior to the last scheduled treatment session with the Customer, whichever is sooner. Note: progress reports must be accompanied by an ICBC treatment plan form.
Discharge Report	Due within 7 Calendar Days of the termination of the engagement.

8.4 Discontinuance of Funding

ICBC may, at its sole discretion, discontinue direct funding when it determines it would be appropriate to do so, keeping in mind the following considerations:

- a) the purpose of the engagement has been satisfied;
- b) further rehabilitation is unlikely to result in any significant functional improvement;
- c) treatment goals have not been met but further treatment is unlikely to achieve them;
- d) the ICBC Customer is not participating as recommended in the course of treatment; or
- e) ICBC determines at its sole discretion that it is appropriate to do so.

9. Equipment

9.1 Authorization

The following are specific guidelines for the procurement of medical equipment for ICBC Customers.

The Approved OT must obtain authorization from ICBC prior to purchasing any medical equipment unless pre-authorization has been provided via a CL702 form. ICBC may provide limited formal pre-authorization for a period of 90 days for the purchase of equipment when:

- a) the cumulative cost of the medical equipment is below \$2,000;
- b) the equipment is purchased within 90 days from the date the CL702 authorization form was issued by ICBC;
- c) the medical equipment is covered by the Mobility Devices and Durable Medical Equipment Master Standing Agreement; and
- d) the medical equipment is purchased from an ICBC approved medical equipment supplier.

Additional express authorization from ICBC is required when:

- a) the cumulative cost of the medical equipment is above \$2,000;
- b) the medical equipment is purchased from a non-ICBC approved medical equipment supplier;
- c) the medical equipment is not covered by the Mobility Devices and Durable Medical Equipment Master Standing Agreement;
- d) the delivery of the medical equipment is required within 24 hours of the assessment; or
- e) 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.

9.2 Other Medical Equipment

Where the equipment required to support an ICBC Customer's rehabilitation is not available from an MSA provider, the Approved OT may purchase the required equipment ("Other Medical Equipment") from a non-MSA provider.

Purchase of Other Medical Equipment is not preauthorized and requires additional express authorization from the ICBC Claims Contact prior to purchase (see Section 9.1 of these Performance Standards). A minimum of two quotes must be obtained to ensure that the most cost effective purchase is being made. All quotes that were obtained by the Approved OT must be provided to the ICBC Claims Contact for consideration of funding. Any significant deviation from the provided quote at the point of purchase must be relayed to the ICBC Claims Contact immediately and the equipment must not be purchased until further approval is obtained.

Whenever possible, the Approved OT must obtain confirmation from the non-MSA provider that the equipment purchased 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 but not limited to service fees, restocking fees, and/or shipping fees.

10. Remuneration and Invoicing

10.1 Billing Limits and Invoice Submission

The Approved OT or Firm must submit invoices to ICBC within 45 days from the date the service was provided. Invoices submitted outside of the 45 day timeframe may not be paid.

All invoices submitted to ICBC must adhere to the instructions published on the [Partners Page](#) and the Performance Standards.

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.

10.1.1 Assessment and Treatment

Assessment & Treatment			
Service Type	Maximum Limit	Portal Drop-down Selection	Details
Initial File Review	45 minutes	Initial File Review	One-time fee prior to initial assessment for the review of medical information/ file material which is relevant to the injury.
Assessment Time	3 hours of direct assessment time Time should reflect the complexity and circumstances of the ICBC Customer, where less complex assessments are billed at reduced durations.	Assessment/ Treatment	Can include: <ul style="list-style-type: none"> • assessment/analysis of physical, cognitive, mental health functional abilities, or occupational performance and engagement; • workplace assessments; and/or • identifying proposed services, strategies, time frames and cost estimates related specifically to the achievement of the defined goals and objective(s). Includes organizing, categorizing, and processing assessment findings for the purposes of planning and reporting.

<p>Treatment Time</p>	<p>Limited to the time authorized by the ICBC Claims Contact.</p>	<p>Assessment/ Treatment</p>	<p>Treatment can include implementation of or education on:</p> <ul style="list-style-type: none"> • adaptive equipment/assistive technology; • environmental modifications; • personal adaptive aids; • pressure relieving equipment; • ergonomic equipment; • self-management training (pain management, joint protection, adapted strategies for self-care/work, anxiety management, etc.); • therapeutic daily activity to increase activity tolerance to support return-to-work readiness or advanced rehab readiness; • progressive activation program; • return-to-work planning and support; and/or • driving rehabilitation. <p>Includes e-mail or in-person case consultation or telephone calls made for the purpose of delivering a treatment, including communication or correspondence with a therapist assistant.</p>
<p>Indirect Care</p>	<p>Limited to the time authorized by the ICBC Claims Contact.</p>	<p>Indirect Care</p>	<p>Includes time spent on a file that is not directly with the ICBC Customer, such as charting, reviewing medical documentation (excluding the initial file review), etc.</p> <p>Does not include:</p> <ul style="list-style-type: none"> • initial file review time; • communication/correspondence time incurred as part of assessment, treatment, or purchasing of supplies/equipment; • duplication costs for report attachments; • postage for report transmittal; • file opening or administration fees; • supervision or staffing; or • user fees.

10.1.2 Reporting Time

Reporting Time			
Service Type	Maximum Limit	Portal Drop-down Selection	Details
Initial Report	3 hours of report completion time Time should reflect the complexity and circumstances of the ICBC Customer, where less complex reports are billed at reduced durations.	Initial Report	Requires a rehabilitation plan that sets out the goals, action plans, timeframes, contacts, names of service providers, and cost estimate, inclusive of estimated time to complete any subsequent reports required by ICBC (i.e. Progress or Discharge report). In addition to the above, assessment reports should also include the evaluation process and the methods used to arrive at the OT's conclusions and recommendations. Includes e-mail or in-person case consultation or telephone calls made for the purpose of completing the report.
Progress Report	2 hours of report completion time Time should reflect the complexity and circumstances of the ICBC Customer, where less complex reports are billed at reduced durations.	Progress Report	Includes e-mail or in-person case consultation or telephone calls made for the purpose of completing the report.
Discharge Report	2 hours of report completion time Time should reflect the complexity and circumstances of the ICBC Customer, where less complex reports are billed at reduced durations.	Final Report	Should include a report on the ICBC Customer's progress and rationale for discharge. Includes e-mail or in-person case consultation or telephone calls made for the purpose of completing the report.
Personal Care Assistance (PCA) Assessment Report	2 hours of report completion time Time should reflect the complexity and circumstances of the ICBC Customer, where less complex reports are billed at reduced durations.	Form Completion	This report should only be completed upon ICBC's request. The ICBC Claims Contact will inform the Approved OT or Firm when this report is required. Refer to the Partners Page to review the PCA Assessment Report Guide.

Miscellaneous Reports/Form Completion	Limited to the time authorized by the ICBC Claims Contact.	Form Completion	Applicable if the Approved OT is filling out other reports or forms for other providers (e.g. job demands analyses, ergonomic assessment reports) or non-standard ICBC reports (e.g. PCA Assessment Report). Reports excluded from the "Form Completion" category include: <ul style="list-style-type: none"> • initial report; • progress report; • discharge report; • range of motion report; and • scarring measurement report.
Range of Motion Report	Limited to the time authorized by the ICBC Claims Contact.	Range of Motion Report	This report should only be completed upon ICBC's request. The ICBC Claims Contact will contact the Approved OT when this report is required for the purposes of benefit administration. The report can be found on the Partners Page .
Scarring Measurement Report	Limited to the time authorized by the ICBC Claims Contact.	Scarring Measurement Report	

10.1.3 Equipment Purchases

Equipment Purchases			
Service Type	Maximum Limit	Portal Drop-down Selection	Details
Obtaining Equipment	Limited to the time authorized by the ICBC Claims Contact.	Obtaining Equipment	Includes time spent selecting and obtaining medical equipment for an ICBC Customer as well as e-mail or in-person case consultation or telephone calls made for the purpose of selecting and purchasing the equipment. See section 9 of these Performance Standards for further details.
Supplies & Equipment	Limited to the fees authorized by the ICBC Claims Contact.	Supplies & Equipment	Includes invoices for the cost of the supply/equipment. Proof of purchase, such as a receipt, is required. Equipment should be selected from an ICBC-approved vendor, whenever possible. See section 9 of these Performance Standards for further details.

10.1.4 Communication/Correspondence

Communication/Correspondence			
Service Type	Maximum Limit	Portal Drop-down Selection	Details
Communication/Correspondence	Limited to the time authorized by the ICBC Claims Contact.	Communication/Correspondence	<p>Email or in-person case consultation or telephone calls made in circumstances where it is not for the purpose of:</p> <ul style="list-style-type: none"> • assessment; • treatment; or • obtaining equipment. <p>Telephone calls are billed as actual time spent on the phone, rounded to the nearest minute; a voice message is considered a successful phone call.</p> <p>ICBC does not fund communication/correspondence for the purpose of seeking funding approval.</p>
Care Plan Meeting	Limited to the time authorized by the ICBC Claims Contact.	Care Plan Meeting	<p>Care plan meetings must be initiated, approved, scheduled, and facilitated by an ICBC Claims Contact for the purpose of aligning goals, objectives, and overall medical case management of a shared ICBC Customer.</p> <ul style="list-style-type: none"> • They cannot be used to invoice for time spent discussing a shared ICBC Customer or general correspondence, where the ICBC Claims Contact has not scheduled the call and is not present for the meeting. • Time spent by the Approved OT in preparation for the care plan meeting is not billable.

10.1.5 Other Billable Items

Other Billable Items			
Service Type	Maximum Limit	Portal Drop-down Selection	Details
Clinical Records	Limited to fees authorized by the ICBC Claims Contact for the ICBC Customer.	Clinical Records	<p>Includes fulfilling request for non-ICBC medical report(s), patient records (such as chart notes), or consultation(s) for an ICBC Customer.</p> <p>Billable only once ICBC's request for clinical records has been fulfilled.</p>

<p>Travel Time</p>	<p>Up to a maximum of 90 minutes per direct treatment session, unless otherwise authorized by ICBC.</p>	<p>Travel Time</p>	<p>The Approved OT may bill for actual travel time required for treatment related purposes, rounded to the next tenth of an hour.</p> <p>Travel time must be allocated and billed between different funders and customers, including those that are not ICBC Customers, to avoid duplicate billing.</p> <p>OT travel time is paid at the Approved OT hourly rate. There is no additional rate for mileage.</p> <p>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.</p>
<p>ICBC Customer's Gym Fees</p>	<p>Limited to fees authorized by the ICBC Claims Contact for the ICBC Customer.</p>	<p>Gym Fees</p>	<p>For assessment or treatment requiring access to a fitness facility, the drop in fee for the facility as it applies to the ICBC Customer can be expensed on the ICBC Customer's behalf.</p> <p>The ICBC Customer's gym fee must accompany a program carried out by a therapist assistant in a community setting.</p> <p>A proof of purchase, such as a receipt, is required.</p> <p>ICBC does not reimburse gym fees incurred by the Approved OT or Firm.</p>
<p>No-show/late cancellation</p>	<p>Up to a maximum of one occurrence per engagement, billed as the lesser of one hour of treatment time or total productive time lost, plus any incurred travel time.</p>	<p>No-show/late cancellation</p>	<p>The Approved OT/Firm is expected to hold ICBC Customers accountable to their own no-show policies for additional occurrences, unless exception authorization has been granted by ICBC.</p>

10.2 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:

- a) administration fees;
- b) postage, courier, or copying fees for reports, including attachments, and records (other than clinical records) provided to ICBC;
- c) supervision or staffing (e.g. administrative support, mentorship) required for normal business operations;
- d) telecommunication and long distance charges;
- e) parking fees;

- f) transportation fees (e.g. bus passes) excluding allowable travel and mileage expenses (see Section 10.1 of these Performance Standards);
- g) gym, community centre or other user or admission fees for use of facilities by the Approved OT;
- h) interest or late fees; and
- i) communication/correspondence time for the purpose of seeking funding decisions.

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.

10.3 Accuracy

It is the Approved OT and Firm's responsibility to ensure that the invoices accurately represent services completed.

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

The Approved OT and Firm 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. The Approved OT and Firm 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

The Approved OT and Firm 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. The Approved OT and Firm 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:

The Approved OT and Firm 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

The Approved OT and Firm 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

The Approved OT and Firm must take security measures to prevent the theft, unauthorized use, disclosure or disposal of ICBC claims file information in their possession or control. The Approved OT and Firm 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

The Approved OT and Firm 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, the Approved OT and Firm must strictly comply with the Protection of Personal Information provisions set out as Appendix B to these Performance Standards. The Approved OT and Firm must comply with the Freedom of Information and Protection of Privacy Act in addition to the practice standards of the COTBC or applicable Other College.

12. Performance Management, Key Performance Indicators (“KPIs”) and Audits

12.1 Performance Management and KPIs

ICBC “Performance Management Activities” may include ICBC conducting inspections, quality assurance assessments, billing reviews, audits, performance reviews, compliance reviews, and/or reviews measured against KPIs. ICBC Performance Management Activities and related KPIs will be communicated to the Approved OT and Firm, as and when required.

12.2 Audits

Audits may be performed as a Performance Management Activity or to support ICBC internal audits of the Approved OT and Firm.

The purpose of an ICBC audit is to:

- a) determine whether the Approved OT or Firm is complying with ICBC's policies, rates and standards as stated in the Performance Standards and Partners Page;
- b) provide information for use in future file reviews and audits; and/or
- c) support Performance Management and/or KPI assessments.

Where ICBC conducts an audit, ICBC may request from the Approved OT and Firm, files and other supporting documents to support the audit process and purpose.

12.2.1 Audit Frequency

ICBC may initiate an audit of the Approved OT or Firm at its discretion or based on:

- a) 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;
- b) customer complaints or tips; and/or
- c) regularly scheduled or ad hoc audits.

12.2.2 Audit Outcomes

ICBC will document audit results and retain these results for review when the Approved OT or Firm's performance is assessed. On request, audit results will be made available to the Approved OT or Firm who is the subject of the audit and will not be shared with other providers. ICBC will use the results from an Approved OT or Firm's audit to facilitate any required follow-up in the form of future audits.

Where appropriate, as determined by ICBC, the results may also be communicated to the OT regulatory authority in the Canadian province where the Approved OT practices.

12.2.3 Audit Consequences

If audit or performance review results indicate that the Approved OT or Firm is not meeting the service expectations outlined in these Performance Standards or on the Partners Page, they may be subject to the consequences outlined in the Governance provisions under section 13 of these Performance Standards.

12.3 Release of Files to ICBC

Where ICBC initiates a Performance Management Activity, the Approved OT or Firm shall provide ICBC with access to all relevant records and premises during regular business hours for the purpose of conducting an audit upon receiving five Business Days' notice.

In support of ICBC audits, the Approved OT and Firm must:

- a) 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"); and
- b) retain the Records for a minimum of 7 years from the discharge date of the ICBC Customer, or as otherwise may be required by law, regulation and the practice standards of the COTBC or applicable Other College.

ICBC or its authorized representatives may, at any time while a Firm or an Occupational therapist 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. The Approved OT and Firm shall make such Records available during normal business hours at the Approved OT and Firm's place of business, or they may provide copies directly to ICBC. The Approved OT and Firm shall not charge any fee for the cost of reproduction of records required under this section.

13. Governance

13.1 Conduct and Sanctions

By giving written notice to the Approved OT or Firm, ICBC may at 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) a failure to abide by the terms of these Performance Standards to the satisfaction of ICBC;
- b) a failure to maintain registration in good standing of the COTBC or applicable Other College, and maintain a 'practicing full' registration status without current limitations/restrictions, or equivalent;
- c) actions or omissions potentially detrimental to the reputation or goodwill of ICBC, including but not limited to withdrawal of services;
- d) unprofessional conduct (e.g. as defined in ICBC's [Code of Ethics](#) or other professional standards);
- e) a failure to cooperate with ICBC;
- f) a failure to provide minimum reasonable service standards;
- g) a failure to adhere to invoicing requirements as set out in these Performance Standards or on the Partners Page;
- h) invoicing ICBC beyond authorized number of service hours;
- i) misrepresentation to ICBC, an ICBC Customer, or otherwise, including providing misleading information or misrepresenting services;
- j) charging or collecting fees from an ICBC Customer for services in excess of the Regulated rate payable by ICBC;
- k) unacceptable audit or performance review results, as determined by ICBC at its sole discretion; and/or
- l) 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 the Approved OT or Firm is identified or suspected, ICBC will determine the appropriate consequences, which may include but are not limited to:

- a) initial written or verbal warning from ICBC;
- b) requirement to provide ICBC with a written explanation of conduct or findings and a response confirming that this behavior will not continue moving forward;
- c) suspension of the Firm's vendor number and ability to invoice ICBC directly, either temporarily or indefinitely;
- d) termination of active engagements;
- e) removal from the list of Approved OTs, either temporarily or indefinitely;

- f) placement of the Approved OT or Firm on probation for a period of time, which may involve restriction or termination of engagements approved by ICBC;
- g) 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 Firm; and
- h) 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

The Approved OT and Firm 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

The Approved OT and Firm must notify ICBC in writing within 10 Business Days when any of the following occur:

- a) the Approved OT or Firm undergoes a legal name change or changes any of their contact information, including the Approved OT's or Firm's mailing address, telephone, fax number, and email address;
- b) the Approved OT has their driver's license 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
- c) the 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 Amendments

ICBC may, at its sole discretion, amend these Performance Standards or the Partners Page from time to time, by posting a bulletin containing any such amendments to the Partners Page or to any other location, or by sending written communication (e.g. email) containing any such amendments to the Approved OT and Firm.

Amendment(s) that are posted to the Partners Page or to any other location will be effective as of the specified effective date as set out in the bulletin. If no specified effective date is posted in the bulletin, the amendment(s) will be effective as of 3 Business Days from the date the bulletin was posted. Amendments(s) that are sent through written communication to the Approved OT and Firm will be effective as of the specified effective date as set out in the written communication. If no specific effective date is set out in the written communication, the amendment(s) will be effective 3 Business Days from the date the written communication was sent.

The Approved OT and Firm are responsible for notifying ICBC of any changes in a timely manner (see Section 14.2 of these Performance Standards). ICBC is not responsible for any communication that was not received for any reason. The amendment(s) will apply regardless of whether the Approved OT and Firm had received the communication or had knowledge of the amendment(s).

The Approved OT and Firm are responsible for regularly reviewing the Partners Page and being up-to-date with their understanding and acceptance of any amendment(s) to these Performance Standards and to the Partners Page. The amendment(s) will apply regardless of whether the Approved OT and Firm reviewed the Partner Page or had knowledge of the amendment(s).

The Approved OT and Firm are responsible for contacting the ICBC Claims Contact if they have any questions or need clarification with any of the amendment(s). The amendment(s) will apply as they are understood by ICBC, subject to any applicable law, regulation, or standards practice of the COTBC or applicable Other College.

14.4 Intellectual Property

The Approved OT and Firm 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. The Approved OT and Firm 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 engagements

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: Continued services involving treatment for the purposes of reintegrating the ICBC Customer's activities of daily living. The duration of the treatment and necessary monitoring period must be approved by the ICBC Claims Contact. At the end of the treatment period, the referred service is considered rendered, and any further services provided to the ICBC Customer must be approved by the ICBC Claims Contact.

Example Three: Single service for a job demands analysis (JDA) to provide clarity on the critical job demands of an ICBC Customer. Once the JDA has been completed, and the JDA report has been submitted to ICBC, the service is considered rendered, and any further services provided to the ICBC Customer must be approved by the ICBC Claims Contact.

Appendix B: Privacy and Protection of Personal Information

- 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").
- Employees and subcontractors:** In this Appendix, any reference to a Firm includes its Approved OTs, employees and associates, as well as any subcontractor retained by the Firm to carry out the Firm's obligations under these Performance Standards. The Approved OT or Firm will ensure that all such persons comply with the obligations of the Approved OT or Firm as set out in this Appendix B.
- Addition to other Confidentiality Obligations:** This Appendix B 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 B.
- Application of FIPPA to ICBC, Approved OTs and Firms:** The Approved OT or Firm, as applicable, acknowledge that:
 - ICBC is a public body and subject to FIPPA, and
 - Despite that the Approved OT or Firm is not a service provider to ICBC, the Approved OT or Firm agrees to comply with all provisions of FIPPA applicable to service providers 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 Approved OT or Firm may access, use or disclose in carrying out their obligations outlined in these Performance Standards.
- Permitted Use of ICBC Personal Information:** Unless otherwise approved by ICBC in writing, the Approved OT or Firm will access, use or disclose ICBC Personal Information inside Canada only for performing the Approved OT's or Firm's obligations, or exercising the Approved OT's or Firm's rights, under these Performance Standards. The Approved OT or Firm acknowledge and agree that ICBC maintains authority over the Approved OT's or Firm's access, use and disclosure of ICBC Personal Information at all times.
- No Storage, Disclosure or Access outside Canada:** Unless ICBC otherwise directs in writing, neither the Approved OT or Firm will access, allow access to, store, use, or disclose ICBC Personal Information outside Canada. If the Approved OT or Firm determines that temporary storage of, or access to, ICBC Personal Information outside Canada is required for a purpose permitted by FIPPA, it 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 Approved OT or Firm will comply with any storage and access conditions imposed by ICBC.

7. **Authorized Personnel Only:** The Approved OT or Firm will ensure that only the Approved OT or 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 Approved OT's or Firm's performance of their obligations under these Performance Standards ("**Authorized Personnel**") have access to the ICBC Personal Information.
8. **Privacy Compliance Representative:** The Approved OT or Firm will appoint a knowledgeable senior person within its organization to be responsible for, and have authority to ensure, privacy compliance generally and compliance with this Appendix B specifically.
9. **Protection of ICBC Personal Information:** The Approved OT or 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 Approved OT or 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 Approved OT or 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 Approved OT or 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 Approved OT or Firm's premises to inspect any ICBC Personal Information in the Approved OT or Firm's custody or any of the Approved OT or Firm's information management policies or practices relevant to its compliance with these Performance Standards. The Approved OT or 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 Approved OT or Firm's obligation to provide the notification required by section 30.5 of FIPPA, the Approved OT or 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 Approved OT or Firm has failed to comply with these Performance Standards (upon notification or otherwise), or upon the occurrence of, or notification from the Approved OT or Firm of, a Breach Incident, the Approved OT or Firm will:
 - a) promptly take all steps necessary (including actions reasonably required by ICBC) to remedy the noncompliance 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 at 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 Approved OT or Firm will not retain any ICBC Personal Information in any form for longer than is necessary to perform its obligations under these Performance Standards. Once ICBC Personal Information is no longer so required, the Approved OT or Firm will permanently and securely destroy it and all records thereof in a manner appropriate to the form of the ICBC Personal Information so the ICBC Personal Information or any portion of it cannot be retrieved, accessed or used by the Approved OT or 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 Approved OT or Firm will immediately notify ICBC if it:
- a) receives a Foreign Demand for Disclosure or a request to disclose or provide access to ICBC Personal Information which it 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 that it 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 Approved OT or Firm will not disclose any ICBC Personal Information in response to a Foreign Demand for Disclosure or Affiliate Request, and the Approved OT or 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 B by the Approved OT or 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 Approved OT or 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.

