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## 1. Introduction

#### 1.1. Introduction

ICBC engages with an extensive network of service providers that provide clinical occupational therapy services to ICBC customers 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 and must comply with the Health Care Services Terms, this Program Guide and all relevant instructions posted on the ICBC Business Partners Page ("Partners Page") (collectively, the "Agreement"). 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 and maintains the standards and requirements outlined in the Agreement. Approved 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 and section 10 of this Program Guide.

## 1.2. Key terms

In this Program Guide:

- "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 this Program Guide.
- "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 this Program Guide.
- "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 Senior Claims
  Specialist, Claims Specialist, Senior Support and Recovery Specialist, Advanced Support &
  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 job match assessments, functional driving evaluations, 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 this Program Guide.

#### 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 being collaborative, supportive, straightforward and knowledgeable.

Approved OTs and Firms who are providing services to injured ICBC Customers must align themselves with the above objectives and must commit to providing high-quality, cost-effective, and outcome-oriented care. Approved OTs and Firms must behave in an ethical manner that observes the highest principles of integrity, respect, equality, fair practice, professional conduct, and excellence.

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

#### 1.4. Benefit administration:

In order to arrive at appropriate funding decisions, ICBC Claims Contacts gather available information from sources such as the ICBC Customer, their medical and/or health care team, and refer to the applicable internal resources available to them. To be considered for funding, the therapy or treatment must:

- a) be for injuries directly related to the crash,
- b) be necessary or advisable,
- c) contribute to the customer's rehabilitation, lessen their disability, or facilitate their recovery from the crash, and
- d) be goal oriented, evidence-informed and clinically justified.

The ICBC Claims Contact will communicate the funding decision to the customer and the health care practitioner.

# 2. 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 ("College") 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 College or Other College, without any restrictions, conditions or limitations;
  - i. Provisional and Provisional Re-Entry status is acceptable 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 audit, 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.
- b) adhere to all College standards and guidelines 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, practice restrictions or conditions by the College 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 health care 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.

## 3. 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 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;
- 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 this Program Guide).

# 4. Approved OT and Firm Renewals

The Approved OT and Firm must undergo an application renewal process once every 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 this Program Guide. 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 12 of this Program Guide and in section 8 of the Health Care Services Terms, as it deems appropriate.

# 5. Accepting ICBC Customers

## 5.1. Referral from third parties or health professionals

To be eligible for direct billing, 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. The ICBC Claims Contact may need to liaise with the referring third party or referring health professional to gather additional information in order to make an informed funding decision. The referring third party of referring health professional must ensure they have a clear understanding of the customer's condition, the recommendations directly relate to the crash-related injury, explain how an assessment can help the ICBC customer with meeting their functional goal(s), and indicate how the recommendations will address potential barriers, if any.

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 this Program Guide for examples.

Services that are provided without confirmation from ICBC or outside of the scope of the assignment 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 12 of this Program Guide.

#### 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, such as a Single Service referral.

The Approved OT or Firm must not make commitments to the ICBC Customer relating to ICBC funding until authorization from ICBC has been received. Neither the Approved OT nor Firm has authority to create any obligation on behalf of or to bind ICBC in any manner.

#### **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. Where the ICBC Customer has been discharged from a hospital on a weekend or statutory holiday, the initial contact must 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 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, provided telehealth sessions are offered in a way that is aligned with the requirements of the College or Other College.

• If the Approved OT is unable to conduct the initial assessment within 7 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 College 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 12 of this Program Guide.

#### 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. Doing so may result in termination of the engagement on the file or other compliance actions as outlined in section 12 of this Program Guide. 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 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, provided telehealth sessions are offered in a way that is aligned with the requirements of the College or Other College.

- If the Approved OT is unable to conduct the assessment within 7 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 Claims Contact as soon as they become aware.

## **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 <u>Partners Page</u>. 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 assessment 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 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 may 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 days of the first meeting with the ICBC Customer.

## 6.3. Discharging a Customer

Unless otherwise indicated by ICBC, 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 to request 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 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, provided telehealth sessions are offered in a way that is aligned with the requirements of the College or Other College.

- If the Approved OT is unable to conduct the initial assessment within 7 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 the ICBC Claims Contact as soon as they become aware.

#### 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, provided telehealth sessions are offered in a way that is aligned with the requirements of the College or Other College.

Where the subsequent assessment is requested by ICBC, the assessment must take place within 7 days from the date of the request. If the Approved OT is unable to conduct the subsequent assessment within 7 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 College 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 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 OT Treatment Plan Form

The ICBC Treatment Plan — Occupational Therapy form allows for expedient funding decisions by ICBC. The ICBC Treatment Plan — Occupational Therapy form must be submitted through the Health Care Provider Invoicing and Reporting Application or the Health Care Provider Portal, and must be submitted with any:

- Initial assessment reports; or
- Progress reports.

Total OT hours (not Rehabilitation Assistant/Kinesiologist) are documented on the ICBC Treatment Plan — Occupational Therapy form with a breakdown (e.g. treatment time, indirect care, travel time etc.) outlined in the associated report.

The Approved OT is required to complete all fields on the ICBC treatment plan form which is non-compensable.

## 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 College 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 <u>Partners Page</u>. 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 may 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 days of the first meeting with the ICBC Customer.  Note: Initial reports must be accompanied by an ICBC Treatment Plan — Occupational Therapy form.	
Progress Report	Where further funding for treatment is recommended beyond what was authorized upon submission of the initial assessment report or previous progress report, a progress report must be submitted at least 7 days prior to the current authorization end date or prior to the last scheduled treatment session with the ICBC Customer, whichever is sooner.	
	<b>Note:</b> Progress reports must be accompanied by an ICBC Treatment Plan — Occupational Therapy form.	
Discharge Report	Due within 7 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 College Essential Competencies and College 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 College 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 <u>Partners Page</u>. 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 may 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 days of the first meeting with the ICBC Customer.  Note: Initial reports must be accompanied by an ICBC Treatmer  Plan — Occupational Therapy form.		
Progress Report	Where further funding for treatment is recommended beyond what was authorized upon submission of the initial assessment report or previous progress report, a progress report must be submitted at least 7 days prior to the current authorization end date or prior to the last scheduled treatment session with the Customer, whichever is sooner.		
	<b>Note:</b> Progress reports must be accompanied by an ICBC Treatment Plan — Occupational Therapy form.		
Discharge Report	Due within 7 days of the termination of the engagement.		

# 9. Equipment

#### 9.1. Authorization

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

The Approved OT must obtain express authorization from ICBC prior to purchasing any medical equipment unless preauthorization 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 that has signed on with the Mobility Devices and Durable Medial Equipment Master Standing Agreement.

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;
- 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.

ICBC will communicate funding authorization, in writing via a CL779 letter, to the Mobility Device and Durable Medical Equipment service provider on contract with the Master Standing Agreement ("MSA provider") and provide a copy to the OT.

## 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 this Program Guide). A minimum of two quotes from different providers 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 <u>Partners Page</u> and the Program Guide. Under no circumstances can the Approved OT or Firm bill a customer for claim related services billed in excess of or contrary to these instructions.

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	Up to 45 minutes. Time should reflect the complexity and circumstances of the ICBC Customer, where less complex reports are billed at shorter durations.	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	Up to 3 hours of direct assessment time. Time should reflect the complexity and circumstances of the ICBC Customer, where less complex reports are billed at shorter durations.	Assessment/ Treatment	<ul> <li>Can include:</li> <li>assessment/analysis of physical, cognitive, mental health functional abilities, or occupational performance and engagement;</li> <li>workplace assessments; and/or</li> <li>identifying proposed services, strategies, time frames and cost estimates related specifically to the achievement of the defined goals and objective(s).</li> <li>Includes organizing, categorizing, and processing assessment findings for the purposes of planning and reporting.</li> </ul>

Assessment	Assessment & Treatment			
Service Type	Maximum Limit	Portal Drop-down Selection	Details	
Treatment Time	Limited to the time authorized by the ICBC Claims Contact.	Assessment/ Treatment	Treatment can include implementation of or education on:  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; driving rehabilitation; and/or hand therapy 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.	

Assessment & Treatment			
Service Type	Maximum Limit	Portal Drop-down Selection	Details
Indirect Care	Limited to the time authorized by the ICBC Claims Contact.	Indirect Care	Includes time spent on a file that is not directly with the ICBC Customer but serves a clinical purpose, such as charting, reviewing of new medical documentation (excluding the initial file review) or communicating with an employer for the purpose of identifying work modifications that meets the functional status of the customer.  Does not include:  initial file review time;  tasks that are administrative in nature which includes communication/correspondent time incurred as part of establishing assessment/treatment sessions or purchase of supplies and equipment;  photocopying or scanning costs for report attachments;  file opening or administration fees;  supervision or staffing;  transferring a file to another clinician, or  user fees.

# 10.1.2. Reporting Time

Reporting T	Reporting Time			
Service Type	Maximum Limit	Portal Drop-down Selection	Details	
Initial Report	Up to 3 hours of report completion time. Time should reflect the complexity and circumstances of the ICBC Customer, where less complex reports are billed at shorter 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	Up to 2 hours of report completion time. Time should reflect the complexity and circumstances of the ICBC Customer, where less complex reports are billed at shorter durations.	Progress Report	Includes e-mail or in-person case consultation or telephone calls made for the purpose of completing the report.	
Discharge Report	Up to 2 hours of report completion time. Time should reflect the complexity and circumstances of the ICBC Customer, where less complex reports are billed at shorter 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.	

Reporting Time			
Service Type	Maximum Limit	Portal Drop-down Selection	Details
Personal Care Assistance (PCA) Assessment Report	Up to 2 hours of report completion time. Time should reflect the complexity and circumstances of the ICBC Customer, where less complex reports are billed at shorter durations.	Progress Report	This report may be requested as a standalone or together with an OT Initial or OT Progress report and must only be completed upon ICBC's request. The ICBC Claims Contact will inform the Approved OT or Firm when this report is required and whether it is a standalone PCA report or not.  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 as part of a clinical service requested and authorized by ICBC (e.g. job demands analyses, ergonomic assessment reports) or nonstandard ICBC reports.  Reports excluded from the "Miscellaneous Reports/Form Completion" category include:  initial report;  progress report;  tinitial report;  Functional Capacity Evaluation  Functional Job Match Assessment;  PCA Assessment Report;  Range of motion report (CL737 series); and  Scarring measurement report (CL736).

Reporting Time	Reporting Time					
Service Type	Maximum Limit	Portal Drop-down Selection	Details			
Range of Motion Report	When the OT is actively working with the customer, up to a maximum of 30 minutes per report.  When there are no ongoing services and the customer has been discharged from the OT's care, up to a maximum of 60 minutes per report.  These maximums are inclusive of all activities related to the generation of the report.	Range of Motion Report	ICBC will only fund these reports when they are requested by an ICBC Claims Contact. The ICBC Claims Contact will contact the Approved OT when the reports are required for the purposes of benefit administration.  The report template can be found on the Partners Page.			
Scarring Measurement Report	When the OT is actively working with the customer, up to a maximum of 15 minutes per report.  When there are no ongoing services and the customer has been discharged from the OTs care, up to a maximum of 45 minutes per report.  These maximums are inclusive of all activities related to the generation of the report.	Scarring Measurement Report				

# 10.1.3. Equipment Purchases

Equipment F	Equipment Purchases			
Service Type	Maximum Limit	Portal Drop-down Selection	Details	
Obtaining Equipment	Limited to the fees authorized by the ICBC Claims Contact.  If an OT has been provided with a CL702, up to 3 OT billable hours are pre-authorized only for the purpose of obtaining and securing appropriate equipment. Any time above the 3-hour period requires preauthorization by ICBC.	Obtaining Equipment	Includes time spent selecting and obtaining medical equipment and educating on proper equipment use 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 this Program Guide for further details.	
Supplies & Equipment	Limited to the fees authorized by the ICBC Claims Contact.	Supplies & Equipment	Includes invoices for the cost of the supplies/equipment such as rehabilitation equipment and ergonomic equipment. Proof of purchase, such as a receipt, is required. Equipment should be selected from an MSA provider, whenever possible. See section 9 of this Program Guide for further details.	

## 10.1.4. Communication/Correspondence

Communication/C	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	Email or in-person case consultation or telephone calls made in circumstances where it is <b>not</b> for the purpose of:  • assessment;  • treatment;  • Care Plan meeting; or  • obtaining equipment.  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.  ICBC does not fund communication/correspondence for the purpose of seeking funding approval.		
Care Plan Meeting	Limited to the time authorized by the ICBC Claims Contact.	Care Plan Meeting	Care plan meetings are 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.  • 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 amount authorized by the ICBC Claims Contact for the ICBC Customer.	Clinical Records	Includes fulfilling request for non-ICBC medical report(s), patient records (such as chart notes), or consultation(s) for an ICBC Customer for the purpose of a funding decision.  Billable only once ICBC's request for clinical records has been fulfilled.			
Travel Time	Up to a maximum of 90 minutes per direct treatment session, unless otherwise authorized by ICBC.	Travel Time	The Approved OT may bill for actual travel time required for treatment related purposes, rounded to the next tenth of an hour.  Travel time must be allocated and billed between different funders and customers, including those that are not ICBC Customers, to avoid duplicate billing.  OT travel time is paid at the Approved OT hourly rate. There is no additional rate for mileage.  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.			

Other Billable Items						
Service Type	Maximum Limit	Portal Drop-down Selection	Details			
ICBC Customer's Gym Fees	Limited to fees authorized by the ICBC Claims Contact for the ICBC Customer.	Gym Fees	For assessment or treatment requiring access to a community/private fitness facility, the reasonable drop-in fee for the facility as it applies to the ICBC Customer can be expensed on the ICBC Customer's behalf.			
			The ICBC Customer's incurred gym fee must be part of a program carried out by an Occupational Therapist or Rehabilitation Assistant/Kinesiologist in a community setting.			
			Dated, detailed receipts are required and must include the itemized service charges, facility used, cost and form of payment. ICBC does not reimburse admission or related fees for OTs, Rehabilitation Assistants or other health care practitioners attending a community/ private gym or pool with the customer.			
No-show/ late cancellation	Up to a maximum of one occurrence per claim, billed as the lesser of one hour of treatment time or total productive time lost, plus any incurred travel time.	No-show/ late cancellation	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.			

Other Billable Items							
Service Type	Maximum Limit	Portal Drop-down Selection	Details				
Functional Job Match Assessment (FJMA)	Up to a maximum of 6 hours for an FJMA which includes up to 4 hours for the assessment and up to 2 hours for report writing. Time should reflect the complexity and circumstances of the ICBC Customer, where less complex reports are billed at shorter durations.	Functional Job Match Assessment  This service must be billed manually with the report using the CL392 Health Service Provider Invoice which can be submitted to occupational. therapists@icbc.com	The FJMA must be completed at a facility that has standardized functional assessment equipment and therefore no additional costs such as travel, mileage, or gym fees are funded for the provider.  This report must only be completed upon ICBC's request. The report template can be found on the Partners Page.				
Functional Capacity Evaluation (FCE)	Up to a maximum of 20 hours for an FCE. Time should reflect the complexity and circumstances of the ICBC Customer, where less complex reports are billed at shorter durations.	Functional Job Match Assessment This service must be billed manually with the report using the CL392 Health Service Provider Invoice which can be submitted to occupational. therapists@icbc.com	The 20 hours is inclusive of all aspects of the assessment process including, but not limited to, preparation, assessment, and report writing time.  FCE's must be completed at a facility that has standardized functional assessment equipment and therefore no additional costs such as travel, mileage, or gym fees are funded for the provider.  In order to conduct an FCE for ICBC the OT must have 5 years experience conducting FCE's or hold a CWCE designation. You must also use a standardized testing protocol (Ie. Matheson).				

Other Billable Items						
Service Type	Maximum Limit	Portal Drop-down Selection	Details			
Functional Driver Evaluation (FDE) Initial File Setup	Up to a maximum of 1.5 hours for an FDE initial file set up. Time should reflect the complexity and circumstances of the ICBC Customer, where less complex reports are billed at shorter durations.	Functional Driver Evaluation This service must be billed manually with the report using the CL392 Health Service Provider Invoice which can be submitted to occupational.therapists@ icbc.com	Up to a maximum of 1.5 hours for initial file review and setup.			
Class 5, 7 Functional Driver Evaluation (FDE)	Up to a maximum of 11 hours total for an FDE completed by an Occupational Therapist which includes up to 7 hours of direct time, clinical communication and on-road time and up to 4 hours for analysis and report writing time. Time should reflect the complexity and circumstances of the ICBC Customer, where less complex reports are billed at shorter durations.	Functional Driver Evaluation This service must be billed manually with the report using the CL392 Health Service Provider Invoice which can be submitted to occupational.therapists@icbc.com	The report template can be found on the <u>Partners Page</u> .			
Driver Rehabilitation	Limited to fees authorized by the ICBC Claims Contact for the ICBC Customer	N/A	Driving schools must invoice ICBC directly for their services.			

#### 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 and time spent completing administrative based tasks that are not clinical in nature, such as appointment coordination or scheduling time
- 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, ferry fees) excluding allowable travel expenses (see Section 10.1 of these Program Guide);
- g) gym, community centre or other user or admission fees for use of facilities by the Approved OT or designate such as Rehabilitation Assistant/Kinesiologist;
- h) interest or late fees; and
- i) communication/correspondence time for the purpose of seeking funding decisions.

Prohibited disbursements may not be charged to ICBC customers

## 10.3. Accuracy

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

# 11. Performance Management and Audits

ICBC may conduct performance and compliance reviews, including audits, to ensure compliance with this Agreement.

#### **11.1. Audits**

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 Health Care Services Terms, this Program Guide and all relevant instructions posted on the Partners Page;
- b) provide information for use in future file reviews and audits; and/or
- c) support Performance Management and/or KPI assessments.

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

#### 11.1.1. 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.

#### 11.1.2. 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 that 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.

#### 11.1.3. Audit Consequences

If audit or performance review results indicate that the Approved OT or Firm is not meeting the service expectations outlined in the Agreement, they may be subject to the corrective actions outlined in the Agreement.

## 11.2. Documentation and Record Keeping Standards

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 7 days' notice.

In support of ICBC audits, the Approved OT and Firm must maintain accurate and up-to-date billing records and logs, authorization letters, and receipts, including all related documents, materials, and accounting records, in whatever form any of these may be kept, regarding the frequency of treatments and the fees charged for the treatments (the "Records").

ICBC or its authorized representatives may, at any time while a Firm or an OT retains Approved OT status, and for three months thereafter, inspect, audit and/or make copies of the Records relating to services provided to ICBC Customers. 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.

# 12. Governance

#### 12.1. Conduct and Corrective Actions

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 corrective action as may be deemed appropriate by ICBC. Conduct subject to corrective actions includes, but is not limited to:

- a) a failure to abide by the terms of the Agreement to the satisfaction of ICBC;
- b) a failure to maintain registration in good standing of the College or applicable Other College, with a 'Practicing Full', 'Provisional' or 'Provisional Re-Entry' registration status, and without current limitations/restrictions, or equivalent;
- unprofessional conduct (e.g. as described in <u>ICBC's Code of Ethics</u> or by other professional standards);
- d) actions or omissions that adversely affect or that are harmful, detrimental, or disrespectful to the public image, reputation, or goodwill of ICBC, ICBC Customers, or the ICBC proprietary marks;
- 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 the Agreement;
- h) invoicing ICBC beyond authorized number of service hours or authorized services;
- i) misrepresentation to ICBC, an ICBC Customer, or otherwise, including providing misleading information or misrepresenting services;
- charging or collecting fees from an ICBC Customer for services in excess of the regulated rate payable by ICBC;
- unacceptable audit or performance review results, as determined by ICBC at its sole discretion; and/or
- other reasons related to the performance of services outlined in the Agreement, 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 or the Agreement;
- 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;
- h) recovering amounts paid by ICBC for services; and
- i) reporting conduct or findings to the OT regulatory authority in the Canadian province where the Approved OT practices.

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

## 13. General

#### 13.1. 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 the Agreement.

## 13.2. Notification of Firm and Approved OT Changes

The Approved OT and Firm must notify ICBC in writing within 14 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;
- 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 the Agreement.

#### 13.3. Notification of Amendments

ICBC may, at its sole discretion, amend the Health Care Services Terms, this Program Guide or the Partners Page, in the manner outlined in the Health Care Service Terms. The Approved OT and Firm are responsible for regularly reviewing the Partners Page and being up-to-date with any amendments. The provision of services pursuant to the Agreement after any amendments becomes effective constitutes agreement to be bound by the amendments without limitation or qualification.

The Approved OT and Firm are responsible for notifying ICBC of any contact information changes in a timely manner (see Section 13.2 of this Program Guide). 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 contacting the ICBC Claims Contact if they have any questions or need clarification with respect to any amendment.

# 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.