



WORKING TO MAKE A DIFFERENCE

Corporate and Health Care Purchasing

Mailing Address

PO Box 5350 Stn Terminal
Vancouver, BC V6B 5L5

Location

6951 Westminster Hwy.
Richmond, BC V7C 5L5

www.worksafebc.com

Ph: (604) 276-3344

Fax: (604) 276-3260

Email: purchase@worksafebc.com

September 21, 2011

You are invited to submit a response to this **Request for Qualifications (RFQ)** document as a potential provider of **Hearing Aid Services in BC**.

WorkSafeBC's Hearing Aid Program provides hearing aids to Workers who have significant work-related hearing loss. WorkSafeBC has contracted with a number of hearing aid providers in British Columbia to supply hearing aids and related hearing services to Workers who have established claims for occupational noise-induced or traumatic hearing loss. WorkSafeBC provides: hearing aids, batteries and hearing aid repairs and services.

Note: All current Hearing Aid Service Providers in BC who possess a WorkSafeBC payee number and who provide Hearing Aid Provider Services **must** respond to the competitive process to be eligible to continue providing Hearing Aid Services for WorkSafeBC beyond February 29, 2012.

This new competitive RFQ process will allow WorkSafeBC to:

- Establish a list of eligible Providers for Hearing Aid Provider Services;
- Institute formal requirements for the qualification process;
- Initiate a standard contract process for WorkSafeBC Hearing Aid Providers;
- Standardize and ensure consistency and appropriate care across all Providers;
- Standardize invoicing procedures;
- Establish quality assurance standards; and
- Commence a review process for performance monitoring and standards.

If you are interested in providing these Services for WorkSafeBC, please complete and return Section III. Response Requirements of the RFQ document by the **RFQ Closing date:**

October 21, 2011

Please review the enclosed documents for complete instructions and an explanation of the process. WorkSafeBC will review all of the submissions based on the evaluation criteria contained in the RFQ document. It is the intention of WorkSafeBC to award contracts to the successful respondents of this RFQ. All Hearing Aid Service Providers will be required to have a formal contract with WorkSafeBC in order to provide these Services for WorkSafeBC Injured Workers in BC.

*****WorkSafeBC is holding a RFQ Information Session on September 28, 2011.**

The purpose is to provide Respondents with a general overview of the RFQ process and what is expected in a RFQ submission to WorkSafeBC. Attendance at the RFQ Information Session is *not* mandatory.

Note: Respondents are requested to confirm their attendance by completing and returning the **RFQ Information Session Confirmation Form by September 26, 2011.**

We look forward to receiving your submission.

Thank you.



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RFQ INFORMATION SESSION CONFIRMATION FORM
Request for Qualification (RFQ) #055-2011 Hearing Aid Services

WorkSafeBC is holding a RFQ Information Session on September 28, 2011. The purpose is to provide Respondents with an overview of the RFQ process and what is to be expected in a RFQ submission to WorkSafeBC. Interested Hearing Aid Providers have the option to attend in person or via teleconference. Attendance at the RFQ Information Session is not mandatory

Respondents are requested to confirm their attendance by completing and returning the following information by September 26, 2011.

RETURN FORM TO:

Fax: (604) 276- 3260
Attention: Bonnie Germyn

SCHEDULED FOR:

Date: September 28, 2011
Time: 2:00 pm – 3:30 pm.

LOCATION:

WorkSafeBC Auditorium
Worker and Employer Services – Courtyard Entrance
6951 Westminster Highway, Richmond, BC

WILL YOU BE ATTENDING THE RFQ INFORMATION SESSION?

- YES, we will be attending the RFQ Information Session.
In person at the WorkSafeBC Richmond Office OR
Via Teleconference (Dial-In Instructions are attached)

There will be ___ representatives attending.

Note: It is requested a maximum of two (2) representatives from each company attend the meeting.

- NO, will not be attending the RFQ Information Session in person or participating via teleconference.

Parking Information:

On- site parking is limited and will be on a first come, first serve basis. Please park in any available parking space in Zone C-East side of the building (Parking Map attached). If you are entering from Westminster Hwy, turn right before the ramp. Please do not park in the Level 2 Visitors lot or the Underground parking area. Place a note on your vehicle dash stating company name and the name of the event. Alternatively, you may take public transit. We are located approximately 1 kilometer from the Canada Line - Brighouse Station.

WorkSafeBC's Scent Safety Policy:

WorkSafeBC is a SCENT SAFE workplace. All visitors will refrain from using or wearing scented products which include perfume, cologne/aftershave and scented personal hygiene products such as hair products, lotions/creams and deodorant

Form with fields for FROM: Company Name, Attendees Names, Phone & Fax Number, Email Address, Phone, Fax.



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Email: purchase@worksafebc.com

RFQ INFORMATION SESSION TELECONFERENCE – Dial-in Instructions

Chairperson Name – Craig Aspinall, Program Manager – Health Care Services

Conference Reference: 238379

The Conference On Demand information is as follows:

Participant Conference Pass Code: 1037835 #

Dial In Number:

Toll Free	1-877-385-4099 (North America wide)
	Intl Access Code + 800-8358-7111(Overseas) *
Local Point of Presence	403-232-0994 (Calgary/Overseas)
	780-421-1483 (Edmonton)
	604-899-2339 (Vancouver)
	416-883-0133 (Toronto)
	514-395-9913 (Montreal)
	613-212-4220 (Ottawa)

* For International Access Code: call 1-877-944-6338.

Calling instructions are as follows:

1. Enter the dial-in number of the location nearest you and follow the voice prompts.
2. When prompted, enter your Conference Pass Code followed by the # sign.
If *Wait for Moderator* is selected, participants who dial in before the chairperson are placed in the conference on hold.
Once the chairperson dials in, the participants are placed in talk mode and the call begins.
A chairperson who dials in before the participants is placed in the conference in talk mode and will hear silence until other participants join.
The participants will join the conference in talk mode.
3. In the event you are unable to connect to the conference, please stay on the line and you will be automatically transferred to a TELUS conference representative.
4. If you require assistance at any time during the conference, press * and **0** for a TELUS conference representative.
5. For assistance please contact us at toll free **1-877-944-6338** or e-mail:
teleconferencing@telus.com.

For more information and to download brochures and [user guide](#) visit www.telus.com/conferencing

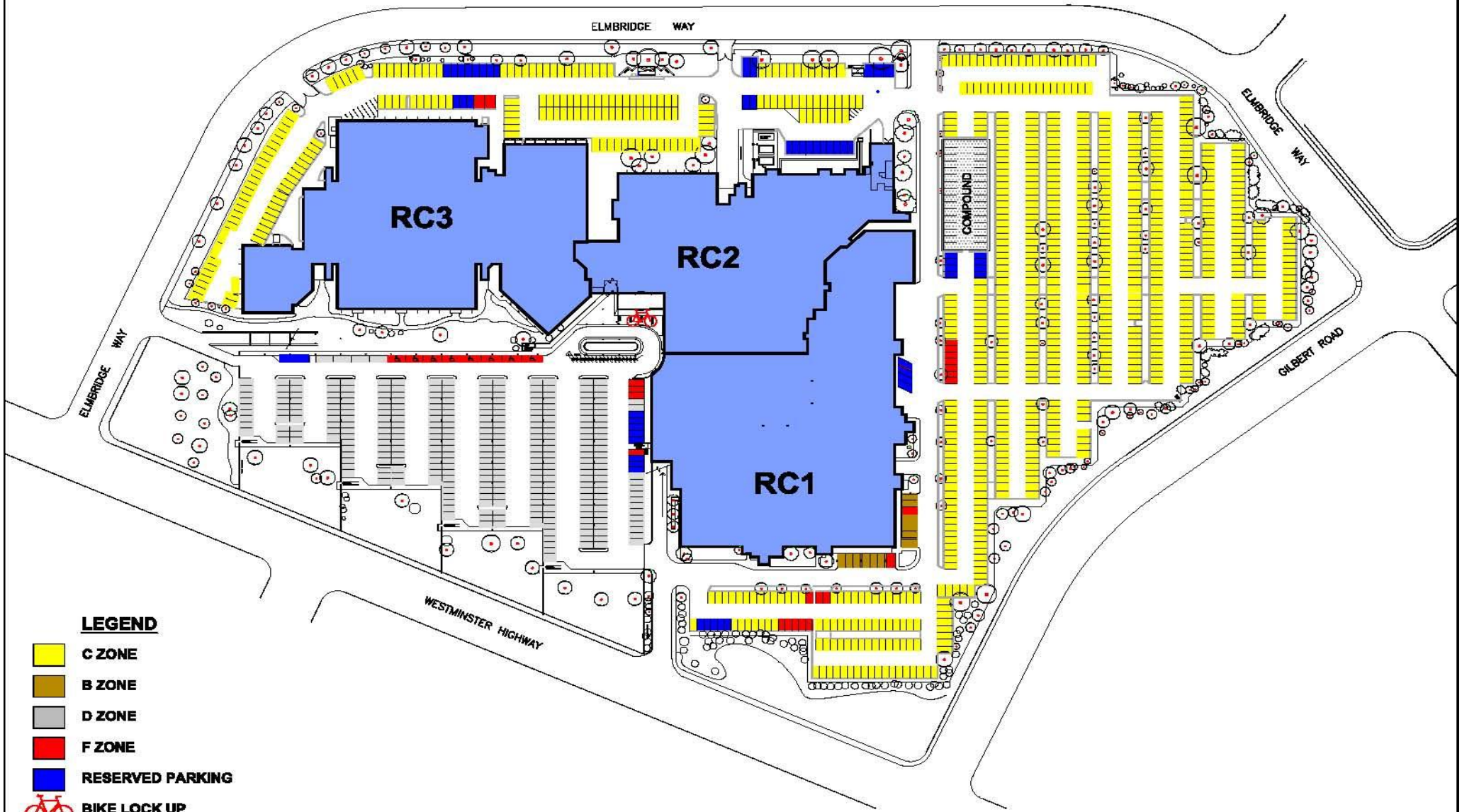
The following Touch Tone features are available for the conference:

Participants

*0 Operator Assistance

*6 Mute / un-mute own line

Note: During the teleconference, you will be on Mute and unable to ask questions, therefore you may submit questions in advance of the Information Session or refer to the RFQ, Section I, Instructions to Respondents, Clause 8, Questions & Clarifications for instructions.



LEGEND

-  C ZONE
-  B ZONE
-  D ZONE
-  F ZONE
-  RESERVED PARKING
-  BIKE LOCK UP



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**RFQ INFORMATION SESSION - AGENDA
REQUEST FOR QUALIFICATION (RFQ) #055-2011-HEARING AID PROVIDER
SERVICES**

WorkSafeBC is holding a **RFQ Information Session on September 28, 2011.**

Interested Hearing Aid Providers have the option to attend in person or via teleconference.

Attendance at the RFQ Information Session is **not** mandatory.

Respondents are requested to confirm their attendance by completing and returning the RFQ Information Session Confirmation Form by September 26, 2011.

Date: September 28, 2011

Time: 2:00 pm to 3:30 pm

Location: WorkSafeBC-Auditorium
Worker and Employer Services - Courtyard Entrance
6951 Westminster Highway, Richmond BC

Purpose/Objective:

- To provide an overview of the Hearing Aid Provider Services contract;
- To provide an overview of the RFQ process and what is expected in a RFQ submission to WorkSafeBC.

Agenda

2:00 p.m. – 2:10 p.m.

**Introduction
Welcome**

Andrew Montgomerie, Director, Health Care Services

2:10 p.m. - 2:25 p.m.

Provide an overview of the Hearing Aid Provider Services Contract

Craig Aspinall, Program Manager, Health Care Services

2:25 p.m. – 2:45 p.m.

Provide an overview of the RFQ

Sheila Garner, Senior Manager, Corporate & Health Care Purchasing

2:45 p.m. – 3:30 p.m.

Questions and Answer Period

Should you wish to submit questions in advance of the Information Session. Please refer to the RFQ, Section I, Instructions to Respondents, Clause 8, Questions & Clarifications for instructions.

Otherwise, please come prepared with any questions.

*Please note that all questions and answers from the Information Session and RFQ will be documented and posted in an Addendum on the WorkSafeBC and BC Bid websites.



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ISSUE DATE: September 21, 2011

**WORKER'S COMPENSATION BOARD
of British Columbia
("WorkSafeBC")**

Corporate and Health Care Purchasing

Request for Qualifications

**TO PROVIDE HEARING
AID SERVICES IN BC**

Workers' Compensation Board of BC (WorkSafeBC) is accepting submissions from Respondents interested in qualifying for the provision of Hearing Aid Services in BC. If you are interested in responding to this RFQ, review the enclosed documents for complete instructions and an explanation of the process. Please deliver your response before the submission response date as stated below.

REQUEST FOR QUALIFICATIONS #055-2011

**Submission Response Date:
2:00 PM - Pacific Standard Time on**

October 21, 2011

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SECTION I – INSTRUCTIONS TO RESPONDENTS

This section describes the Request for Qualifications preparation and submission procedures that are to be followed by all Respondents.

1.0 REQUEST FOR QUALIFICATIONS SUMMARY

- 1.1 You are invited to respond to the Request for Qualifications for the provision of Hearing Aid Services for WorkSafeBC. Please review the enclosed documents for complete instructions and an explanation of the process. If you are responding to this RFQ, please submit your submission response before the submission closing and delivery requirements.
- 1.2 This Request for Qualifications is an inquiry and Request for Qualifications only and does not imply either a commitment by WorkSafeBC to proceed with the Services contemplated or a commitment by WorkSafeBC to proceed any further. WorkSafeBC reserves the right in its sole discretion not to proceed with the Services, to issue one (1) or more further requests for information or otherwise with respect to the Services, or to negotiate a contract individually with any respondent to this Request for Qualification for all or part of the work.

WorkSafeBC reserves the right to conclude any or all of the processes relating to this requirement, should it be in the best interest of WorkSafeBC as determined by WorkSafeBC.
- 1.3 This Request for Qualifications should not be considered a request for or an authorization to deliver any Services.

2.0 RFQ INFORMATION SESSION

WorkSafeBC will be holding a non-mandatory (optional) RFQ Information Session on September 28, 2011. The purpose is to:

- 2.1 Provide Respondents with a general overview of the RFQ services and response requirements.
- 2.2 Attendance at the RFQ Information Session is *not* mandatory.
- 2.3 Respondents have the option of participating via teleconference.
- 2.4 WorkSafeBC reserves the right to cancel the RFQ Information Session should there be insufficient interest.

RFQ INFORMATION SESSION	
Date:	September 28, 2011
Time:	From: 2:00p.m. to 3:30p.m.
Address:	WorkSafeBC Auditorium Worker and Employer Services – Courtyard Entrance 6951 Westminster Highway Richmond, BC

3 GLOSSARY OF TERMS

The following terms will apply to this document.

Audiologist	An individual licensed as an Audiologist by the College of Speech and Hearing Health Professionals of BC.
Board Officer:	A WorkSafeBC Case Manager, Entitlement Officer, Medical Advisor, Vocational Rehabilitation Consultant or other as designated.
Contact Information:	Information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual.
Contractor:	Qualified Provider who has entered into an agreement with WorkSafeBC for the provision of the Services.
CHCP:	WorkSafeBC Corporate and Health Care Purchasing.
Facility:	Location(s) where the Services are to be performed.
Hearing Instrument Provider	An individual licensed as a Hearing Instrument Practitioner by the College of Speech and Hearing Health Professionals of BC.
Injured Worker/ Worker:	The individual as defined in the <i>Workers Compensation Act</i> (the "Act"), who is entitled to compensation under the Act and who receives Services under this Agreement.
Must or Mandatory or Shall:	A requirement that must be fulfilled in an unaltered form or the submission will be rejected without further notice.
Provider:	A business or person offering or is providing Services.
Respondent:	A business or person that submits, or intends to submit, a submission in response to this document.
RFQ	Request for Qualification
Services:	The Hearing Aid Services provided by or under the direction of qualified professional(s) in fulfilling the Contractors obligations as set out in Schedules A, B, C, D and Sample Contract of this RFQ.
Should or Desirable:	A requirement having a significant degree of importance to the Request for Qualifications document that is not mandatory.
WorkSafeBC, WCB or the Board:	The Workers' Compensation Board of British Columbia.

4.0 REQUESTS FOR ELECTRONIC COPY OF THIS DOCUMENT

- 4.1 It is the responsibility of the Respondents who retrieve or download this Request for Qualifications document from either the BC Bid website (<http://www.bcbid.gov.bc.ca>) or from the WorkSafeBC website (www.worksafebc.com) to ensure they monitor these sites for any addendum to the Request for Qualifications document issued up to and including the submission response deadline.

- 4.2 Respondents who have obtained the Request for Qualifications electronically must not alter any portion of the document, with the exception of adding the information requested. To do so may invalidate the submission.

5.0 SUBMISSION CLOSING AND DELIVERY

5.1 SUBMISSION RESPONSE DEADLINE FOR THIS REQUEST FOR QUALIFICATIONS IS:

OCTOBER 21, 2011 AT 2:00 P.M. (PACIFIC STANDARD TIME)

Respondents are requested to deliver and ensure submissions are received at:

**Worker and Employer Services – Courtyard Entrance
WorkSafeBC**

6951 Westminster Highway
Richmond, BC V7C 1C6

Attn: Corporate and Health Care Purchasing
Request for Qualifications #055-2011

Email Submissions: Will **NOT** be accepted.

Fax Submissions: Will **NOT** be accepted

- 5.2 Withdrawal of Response: Submissions may be revoked or withdrawn at any time up to the closing deadline by submitting a written request to purchase@worksafebc.com.

6.0 SUBMISSION INSTRUCTIONS

- 6.1 Respondents are requested to provide the information in SECTION III. RESPONSE REQUIREMENTS by the submission closing deadline.

- 6.2 Respondents are requested to identify the following information on the outside of their submission package(s) with:

- Respondent's name and address;
- Attention to "WorkSafeBC Corporate and Health Care Purchasing" and address from 6.1 above;
- Request for Qualifications document number and submission response date.

6.3 Hard Copy and Electronic Version Submission:

Respondents are requested to remit one (1) hardcopy and one (1) electronic version of their submission:

- Please ensure hard copies of proposals are delivered **during normal operating hours: Weekdays 7:30 AM to 5:00 PM.**
- The electronic version must be in MS Word or Adobe Acrobat format on a CD/DVD USB flash drive in Adobe PDF format or Microsoft Office (2007 or earlier version) e.g. Word, Excel, Powerpoint;

- If there is any inconsistency between the hardcopy and the electronic version of the submission, the hard copy form of the document prevails;
- It is the Respondent's responsibility to ensure the data integrity of the electronic version of their submission, as failure (e.g. inaccessible file/data, corrupted file/data) may impact the scoring of their submission.

6.3 Email Submissions: Will NOT be accepted.

6.4 Fax Submissions: Will NOT be accepted.

7 SUBMISSION CONDITIONS

7.1 Complete Document: It is the Respondents' responsibility to ensure that they have received a complete set of documents as listed by the page numbers. By submitting a response, the Respondents verify that they have received a complete set of Request for Qualifications documents including any and all addenda.

7.2 Ownership of Submission And Freedom Of Information: WorkSafeBC is subject to the *Freedom of Information and Protection of Privacy Act (FIPPA)* and as such all submissions to this RFQ will become the property of WorkSafeBC and as such will be held in confidence by WorkSafeBC subject to the FIPPA disclosure provisions.

Any clauses in a document received in response to this procurement process which purports to limit WorkSafeBC's obligations under FIPPA will be considered void and severable from the response. By responding to this RFQ, the Respondent will be deemed to have accepted this term.

7.3 Confidentiality of Information: Information pertaining to WorkSafeBC obtained by the Respondent as a result of participation in this Request for Qualifications document is confidential and must not be disclosed without prior written authorization from WorkSafeBC.

7.4 Modification of Terms: WorkSafeBC reserves the right to modify the terms of the Request for Qualifications document by issuance of written addenda at any time. It is the responsibility of the Respondents who retrieve or download this Request for Qualifications document from the BC Bid or WorkSafeBC website to ensure they monitor this site for any addendum to the Request for Qualifications document issued up to and including the submission response deadline.

7.5 Delivery of Submission by Response Deadline: Respondents have the sole responsibility to allow sufficient time for the delivery of their submissions by the submission response date and time (Pacific Standard Time) as per the WorkSafeBC Security/CHCP time clock. Submissions received after submission response deadline may be rejected and returned to the Respondent unopened. Submissions will be opened privately after the closing deadline.

7.6 No Claims By Respondent: The Respondent, by participating in the process outlined in this Request for Qualifications, consents to the procedures as described in this RFQ, and the Respondent acknowledges and agrees that WorkSafeBC will not be liable to any Respondent for any claims, direct or indirect, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever incurred by the Respondent in preparing and providing a submission in response to this RFQ, or in any way arising out of this RFQ process.

Any development work undertaken by the Respondent and any costs and expenses involved in the preparation of replying to this RFQ, and for subsequent presentations and/or demonstrations and/or negotiations will be the sole responsibility of the Respondent, including any travel costs.

- 7.7 Lobbying: Respondents must not attempt to communicate directly or indirectly with any employee, contractor or representative of WorkSafeBC, include the evaluation committee and any officials of WorkSafeBC or with members of the public of the media, about the services described in this document or otherwise in respect of the document, other than as expressly directed or permitted by WorkSafeBC.
- 7.8 Governing Law: This RFQ shall be governed by and construed in accordance with the laws of the Province of British Columbia which shall be deemed to be the proper law hereof and in so doing the Courts of British Columbia shall have exclusive jurisdiction to determine all disputes and claims arising out of or in any way connected with this RFQ.
- 7.9 Negotiation Privilege: It is the intent of WorkSafeBC to ensure it has the flexibility required to arrive at a mutually agreeable final contract with the chosen Providers. The RFQ process is merely an invitation for qualifications. The terms of any final Agreement for the provision of Services may be negotiated between WorkSafeBC and the Provider.
- 7.10 Assessment Registration with WorkSafeBC: If under the Workers' Compensation Act of British Columbia, the Contractor providing the Services must be registered with WorkSafeBC or is eligible to purchase Personal Optional Protection (POP), the Contractor must be registered and in good standing with WorkSafeBC for each of the proposed service facility locations **prior to and as a condition of contract award**; or

If the Respondent is not registered with WorkSafeBC, the Respondent should obtain a status letter from WorkSafeBC indicating that they are not required to be registered pursuant to the Act and are not eligible to purchase POP. This status letter should be included with your submission. Status letters may be obtained by:

- Contacting a WorkSafeBC Registration Officer, Monday to Friday, 8:30 a.m. to 4:30 p.m. @ (604) 244-6182; or
- Calling toll free at 1 (888) 922-2768 and asking to speak to a Registration Officer.

Out-of-Province firms carrying on business in BC “temporarily” will be required to comply with the requirements above.

- 7.11 English Language: The language used in all responses to this RFQ shall be English.

8 QUESTIONS AND CLARIFICATION

- 8.1 Any question related to the Request for Qualifications document should be directed to the Senior Purchasing Officer whose name appears below. Respondents shall not contact or ask questions of the WorkSafeBC department for which the contract is procured, unless so directed elsewhere in this document.

PROCESS INQUIRIES:	Kathy English, Senior Purchasing Officer WorkSafeBC Corporate and Health Care Purchasing Phone #: (604) 231-8812 Fax #: (604) 276-3260 Email: purchase@worksafebc.com
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- 8.2 Respondents shall **submit in writing** any questions regarding the specifications, discrepancies, omissions or any apparent ambiguities to the attention of WorkSafeBC, Senior Purchasing Officer not less than three (3) working days before RFQ submission response deadline.
- 8.3 The question shall be reviewed, and where the information sought is not already clearly indicated, WorkSafeBC shall issue an addendum on the BC Bid and WorkSafeBC websites, which will become part of the Request for Qualifications document. Only CHCP is authorized to change the content of this Request for Qualifications document and/or any addenda.
- 8.4 Visit http://www.worksafebc.com/contact_us/bid_opportunities/default.asp:
- To View the Frequently Asked Questions;
 - To view the status of this RFQ; and
 - To subscribe to WorkSafeBC Bid Opportunities - Health Care Bid Notification Subscription Service.

9 INELIGIBILITY OF SUBMISSION DOCUMENTS

- 9.1 It is essential that your submission thoroughly addresses and completes each requirement identified in the Request for Qualifications document as incomplete submissions may be declared “non-responsive”; and/or submissions that are improperly signed, conditional, illegible, obscure, or contain arithmetical errors, erasures, alterations, or irregularities of any kind may be considered invalid.

10 ACCEPTANCE OF SUBMISSION

- 10.1 The right is reserved, as the interests of WorkSafeBC may require, to reject any or all submissions or to negotiate modifications to any single submission to waive any minor irregularity or non-compliant issues in submissions received.
- 10.2 WorkSafeBC will evaluate all submissions received based on the evaluation process and criteria as identified in Section IV: **Evaluation Process & Criteria**.

11 ESTIMATED TIME FRAMES

11.1 The following timetable outlines the estimated schedule for this Request for Qualifications process. The timing and the sequence of events resulting from this document may vary.

DESCRIPTION	DATE
REQUEST FOR QUALIFICATIONS DOCUMENT ISSUE DATE	SEPTEMBER 21, 2011
SUBMISSION RESPONSE DATE	OCTOBER 21, 2011
REVIEW AND EVALUATION OF SUBMISSIONS	OCTOBER 21– DECEMBER 2011
ESTIMATED DATE OF SUBMISSION RESULTS	JANUARY 20, 2012

12 CONTRACT DOCUMENTS

12.1 WorkSafeBC shall not be obligated to any Respondent until a written agreement has been duly executed relating to an approved submission.

12.2 To be eligible to provide Services to WorkSafeBC Injured Workers, the Respondent must have entered into a written agreement with WorkSafeBC to perform the agreed upon Services.

SECTION II – OVERVIEW AND REQUIREMENTS

1.0 COMPETITIVE PROCESS PHASES

1.1 WorkSafeBC invites you to respond to this Request for Qualifications to provide Hearing Aid Services for WorkSafeBC Injured Workers. This does not supersede WorkSafeBC rights in Section I: **Instruction to Respondents**, 1. *Request for Qualifications Summary*.

1.2 **Request for Qualifications:** This Request for Qualifications encompasses the complete competitive process. WorkSafeBC will evaluate all submissions received based on the evaluation process identified in Section IV: **Evaluation Process & Criteria**. WorkSafeBC reserves the right to:

- .1 Not to proceed any further with the competitive process; or
- .2 Issue a Request for Additional Information; and/or
- .3 Award contracts to qualified Providers.

1.3 **Contract Award:** It is the intention of WorkSafeBC to award contracts to qualified Respondents to provide Services as described in Section II; Overview and Requirements and Section IV; Evaluation Process and Criteria.

WorkSafeBC's reserves the right in its sole discretion to contract with an adequate distribution of providers throughout the province to ensure best service to injured workers.

Within each Service Region, the contract will be awarded to the Respondent(s) with the highest scores. Where there is a tie, WorkSafeBC will award the contract based on the best interest of WorkSafeBC.

WorkSafeBC reserves the right to change (increase/decrease) the number of contracts and/or providers required for the geographical region and/or change the structure and/or location of the regions as WorkSafeBC deems necessary for the Services.

1.4 **Contract Term:**

- .1 **Initial Term:** The term of any resulting agreement is expected to be effective from **March 1, 2012 until February 28, 2017**.
- .2 **Renewal Term:** WorkSafeBC reserves the right to renew the term of this Agreement for up to an additional two (2), one (1) year terms upon mutual written agreement of the parties.

2.0 BACKGROUND, OBJECTIVES & HEARING AID PROGRAM SERVICES

2.1 **Background:** WorkSafeBC is created by and charged with the administration of the *Workers Compensation Act* R.S.B.C. 1996 c. 492 as amended (the Act). Under the Act WorkSafeBC has been given the authority to provide health care and rehabilitation Services to workers who sustain injuries that arise out of and in the course of their employment. In the exercise of that authority WorkSafeBC has established a series of programs and Services with different criteria and mandates that are designed to meet Injured Worker and referral source needs, and to assist Injured Workers with recovery from injury with a primary focus on return to work in a safe and timely manner.

Please refer to WorkSafeBC's website at www.worksafebc.com for additional information regarding WorkSafeBC)

2.2 **Objectives:** The objective of this Request for Qualifications is to enter into a contract with a network of qualified Providers to draw upon when hearing aid services are required for WorkSafeBC Injured Workers throughout BC. This process will allow WorkSafeBC to:

- Establish a list of eligible Providers for Hearing Aid Provider Services;
- Institute formal requirements for the qualification process;
- Initiate a standard contract process for WorkSafeBC Hearing Aid Providers;
- Standardize and ensure consistency and appropriate care across all Providers;
- Standardize invoicing procedures;
- Establish quality assurance standards; and
- Commence a review process for performance monitoring and standards.

2.3 **Hearing Aid Program Scope of Services:** WorkSafeBC's Hearing Aid Program provides hearing aids and related hearing services to Workers who have established claims for occupational noise-induced or traumatic hearing loss. The Hearing Aid Service Providers provide the following services:

Hearing Aid Fitting: The service includes all services associated with assessing the hearing loss, determining the appropriate type of aid, ordering the aid, educating the worker on the use of the aid and follow up.

Service and Supplies: This includes both repairs and regular maintenance to the hearing aid as well as the necessary supplies and batteries required to operate a hearing aid.

Audiologist Diagnostic Assessment: This service provides and in depth evaluation by an audiologist of the hearing loss to assist the claims officer in making the adjudicative decision. The Audiologist should approach these Injured Workers accordingly as these evaluations are used for medico-legal decisions.

Aftercare Services: Adjustments to the Injured Worker's Hearing Aid fitting, including the earmold, may be necessary from time to time and will be undertaken as part of the general aftercare services.

2.4 **Hearing Aid Provider Environment:** All current Hearing Aid Service Providers in BC who possess a WorkSafeBC payee number and who provide Hearing Aid Provider Services **must** respond to the competitive process to be eligible to continue providing Hearing Aid Services for WorkSafeBC beyond February 29, 2012.

Currently, there are approximately two hundred (200) Hearing Aid Providers contracted to provide services to injured workers in BC. WorkSafeBC's RFQ goal is to reduce the network of providers by approximately 30-40 percent, primarily in urban areas. WorkSafeBC program requirements are to establish and maintain quality assurance standards, ensure consistency and appropriate care for injured workers, and ensure there is a review process for performance monitoring and standards as per the Objectives outlined in 2.2 above.

WorkSafeBC's reserves the right in its sole discretion to contract with an adequate distribution of providers throughout the province to ensure best service to injured workers.

- 2.5 **Facility operating hours and practitioner availability:** WorkSafeBC's preference is to contract with providers whose facility locations/clinics are open five (5) days per week, excluding statutory holidays, with a qualified Practitioner available twenty-one (21) hours per week.

Exceptions may be considered for remote or underserved geographical locations/areas throughout the province.

Contracts will be awarded based on the facility operating hours and practitioner availability hours committed in the RFQ and this requirement is an expectation for the term of any contract(s) awarded.

- 2.6 **Under-Served Locations:** In geographical regions where there are insufficient Hearing Aid Service Providers to deliver a specific service (under-served location), WorkSafeBC may consider unique arrangements with some of the successful Respondents to travel to an under-served location(s) outside of their proposed geographical region/service location.

Alternatively, WorkSafeBC may contract with individual providers outside of the RFQ process in order to satisfy the requirements of under-served locations.

- 2.7 **Travel:** Successful Respondents may be asked to provide home/facility visits. If applicable, providers may be requested to travel to injured workers homes or to a facility to deliver the Services. If approved to provide such services this would only apply to facility locations and surrounding areas within the proposed geographical location for which they are approved to deliver Services.

- 2.8 **Grandfathering of existing contracted providers:** If you are a current contracted provider and are not a successful respondent under this new RFQ process, you will be provided with a twelve (12) month 'provisional' contract to continue to provide hearing aid **maintenance and provision of supplies**' (accessories and batteries) for your existing clients only.

You will **not** be able to prescribe new hearing aids or replacement hearing aids for those existing clients/injured workers and will **not** be contracted to accept any new Injured Workers for whom you were not providing services prior to February 29th, 2012.

All 'grandfathered' providers will be required to provide WorkSafeBC with a list of existing Injured Workers prior to the issuance of a "provisional" contract.

Providers with twelve (12) month provisional contracts may transfer their clients to a contracted provider at any time during the twelve (12) month period. The transfers must be fully completed prior to the expiry of the twelve (12) month provisional contract.

- 2.9 **Volumes:** The volumes below provide Respondents with an estimation of Injured Workers who require hearing aid provider services across British Columbia each year. There is a higher number of Workers located in urban areas as compared to rural areas.

2.9.1 All estimates contained in this RFQ are provided as a guideline only and are not binding on WorkSafeBC. For any resulting agreement, WorkSafeBC shall not be bound to compensate any Contractor for any shortfall, in any way. As a condition of contract award, the Contractor acknowledges that any requests for Hearing Aid Services are made solely on an as needed basis with no guarantees of the quantity of business.

Our mandate is to reduce workplace injuries in the province and our goal is therefore to have less claims. The volume of claims is likely influenced by the assessable payroll of the province and the level of injury rate.

2.9.2 Hearing Aid Provider Claims Volumes for 2010:

- Number of Injured Workers that required audiology services - 20,000.
- Of these 20,000 claims, 9,619 hearing aids were prescribed. The breakdown by geographic region area is as follows:

GEOGRAPHIC REGION	Number of Hearing Aids Prescribed
Fraser Valley	2,045
Interior & Eastern BC	2,198
Northern	755
Vancouver Coastal: VANCOUVER, RICHMOND NORTH SHORE: NORTH VANCOUVER & WEST VANCOUVER SEA TO SKY CORRIDOR: SQUAMISH, WHISTLER & PEMBERTON CENTRAL COAST: BELLA BELLA & BELLA COOLA SUNSHINE COAST: GIBSONS, SECHELT & POWELL RIVER	868
Vancouver Island	2,161
(other)	1,592
Grand Total:	9,619

2.9.3 Example cities for the Geographic Regions are as follows:

Geographic Region	Example Cities
FRASER VALLEY	NEW WESTMINSTER, COQUITLAM, BURNABY SURREY, DELTA & TSAWWASSEN SOUTH SURREY, WHITE ROCK & LANGLEY PITT MEADOWS, MAPLE RIDGE, PORT MOODY & MISSION ABBOTSFORD, ALDERGROVE & CHILLIWACK AGASSIZ, HOPE & BOSTON BAR
INTERIOR & EASTERN BC	<u>THOMPSON:</u> LILLOOET, KAMLOOPS, SALMON ARM, CACHE CREEK & BARRIERE <u>OKANAGAN:</u> VERNON, KELOWNA, PENTICTON & OSOYOOS <u>COLUMBIA:</u> REVELSTOKE, GOLDEN & INVERMERE <u>EAST KOOTENAYS:</u> KIMBERLY, CRANBROOK, CRESTON, FERNIE & SPARWOOD <u>WEST KOOTENAYS:</u> GRAND FORKS, NELSON, KASLO, TRAIL & CASTELGAR <u>CARIBOO:</u> WILLIAMS LAKE, 100 MILE HOUSE

Geographic Region	Example Cities
NORTHERN	FORT NELSON, FORT ST. JOHN, DAWSON CREEK, FORT ST. JAMES, VANDERHOOF, PRINCE GEORGE, MCBRIDE, QUESNEL & VALEMOUNT DEASE LAKE, PRINCE RUPERT, TERRACE, KITIMAT, SMITHERS & HOUSTON
VANCOUVER ISLAND	<u>SOUTH:</u> PORT RENFREW, VICTORIA, SAANICH, SIDNEY, DUNCAN, LAKE COWICHAN & SOUTHERN GULF ISLANDS <u>SOUTH CENTRAL:</u> LADYSMITH, NANAIMO, PARKSVILLE, QUALICUM BEACH, TOFINO, UCLUELET, PORT ALBERNI & NORTHERN GULF ISLANDS <u>NORTH CENTRAL:</u> FROM SAYWARD TO FANNY BAY. INCLUDES TAHSIS, GOLD RIVER, CAMPBELL RIVER, COURTENAY, COMOX, CUMBERLAND & ALL OTHER POINTS IN BETWEEN <u>NORTH:</u> FROM PORT HARDY TO SAYWARD. INCLUDES COAL HARBOUR, PORT ALICE, PORT MCNEILL & ALL OTHER POINTS IN BETWEEN, PRINCE RUPERT, TERRACE, KITIMAT, SMITHERS & HOUSTON

3.0 MANDATORY REQUIREMENTS

The Respondent(s) must be capable of fulfilling all of the mandatory corporate, facility and practitioner qualification requirements and possess the necessary experience, knowledge, skills and resources as stated in:

Section III – Response Requirements, Clause 4.3-Mandatory Corporate Requirements, Clause 5.0 - Mandatory Facility Qualification Requirements, and Clause 8.0 - Mandatory Practitioner Qualifications Requirements.

WorkSafeBC reserves the right to undertake a review to confirm professional credentials and experience at any time.

WorkSafeBC reserves the sole discretion to determine whether or not interested Respondents have the appropriate qualifications and resources.

SECTION III – RESPONSE REQUIREMENTS

It is important that Respondents provide complete and legible information with their submission so they can be readily understood, evaluated and scored. The following minimum information and format should be provided in your submission as it will be an important consideration and it may be rejected without further notice. Supplemental information may be included as an attachment to your submission.

NOTE: This Response Requirements section has been designed to facilitate an efficient response process, particularly for those respondents proposing more than one (1) facility.

Where only one (1) facility is proposed, one (1) response is required to both Section A and Section B below.

Where more than one (1) facility location is proposed, one (1) response is required to Section A and one (1) response **for each individual facility location proposed** is required for Section B.

1.0 RESPONSE FORMAT

- **SEQUENCE:** Provide response in the same sequence of topics as below.
- **NO. OF COPIES:** Remit one (1) hard copy and one (1) electronic version of your submission.
- **BINDING:** Your proposal should be bound or submitted in a 3-ring binder containing 8 ½” x 11” papers.
- **SECTION FORMAT:** Title, number, appropriately index and tab each section. Content detail of each section should be organized in the sequence stated below.
- **PAGE NUMBERS:** Number each page in sequence.

2.0 SECTION REQUIREMENTS

2.1 TITLE PAGE

Should include identification of the following:

- Request for Qualifications #055-2011 and Description of Services requested (Hearing Aid Provider);
- Company name;
- Name(s) of the company representative(s) responsible for your proposal;
- Proposed Service Region(s), and for each service facility location;
 - Address, telephone & fax number, contact person and email address
- Date of proposal submission.

2.2 TABLE OF CONTENTS

List of all topics and associated page numbers.

PART A
RESPOND ONCE TO EACH REQUIREMENT IN THIS SECTION

3 COMPANY PROFILE AND EXPERIENCE

3.1 CORPORATE INFORMATION			
Contact Name and Title:			
Legal and/or Business name of your company:			
Other Business Names under which your company operates (if applicable):			
Affiliated Association/Firms (if applicable):			
State the name and title of the representative(s) authorized to execute contracts on behalf of the company:			
3.2 CORPORATE ADDRESS INFORMATION:			
Street:			
City:	Province:	Country:	Postal Code:
Telephone:	()	Cell Phone:	()
Fax:	()	Email:	
3.3 Indicate how long your company has been in operation.			# years:
3.4 Provide a brief introduction and an overview (no more than one {1} page) of your company background and profile including a description of full service offerings.			Have you included this information with your submission? <input type="checkbox"/> Yes <input type="checkbox"/> No

Prior to and as a condition of contract award (3.5 to 3.8):	
<p>3.5 <u>WorkSafeBC Assessment Registration:</u> State if you are or will be registered with the WorkSafeBC Assessment department for the service facility locations proposed and if yes, provide your WorkSafeBC Account Registration number(s).</p> <p>Respondents may refer to www.worksafebc.com to determine their status.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Assessment Registration # _____</p>
<p>If you have been advised by WorkSafeBC that you are exempt from registering but you are eligible to apply for Personal Optional Protection (POP), Contractors will be required to purchase POP as a condition of contract award. Respondents may refer to www.worksafebc.com for further information.</p> <p>If applicable, do you currently have POP from WorkSafeBC?</p> <p>Any Contractor that is not registered with WorkSafeBC must obtain a status letter from WorkSafeBC indicating that the Contractor is not required to be registered by the Act and is not eligible to purchase POP. WorkSafeBC Employer Registration at (604) 244-6182 or http://www.worksafebc.com.</p> <p>If applicable, have you included a clearance letter from WorkSafeBC?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3.6 <u>General Comprehensive Liability Insurance:</u> State if your organization is or will be in compliance with the GCL insurance requirements in the minimum amount of \$2 million dollars that covers each of the service facility locations proposed.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3.7 <u>Professional Liability Insurance:</u> State if your organization is or will be in compliance with the professional liability insurance requirements in the minimum amount of \$1 million dollars that covers all personnel proposed to deliver the Services.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3.8 <u>Business License:</u> State if your company has or will have a current business license for each of the service facility locations proposed.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3.9 <u>Staff Development:</u> Please comment how your company provides educational opportunities to its program and support staff in order to support best practices.</p>	<p>Have you included this information with your submission? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3.10 <u>Terms and Conditions:</u> Do you agree to execute a contract containing all the terms and conditions as stated in Appendix A. Sample Contract: Hearing Aid Provider Services?</p> <p>If no, describe the stated exception(s) and applicable clause number. WorkSafeBC reserves the right to determine the materiality of any stated exception to the contract terms and conditions. The Respondent's willingness to agree to the general terms and conditions is an evaluation criterion upon which the Provider may be evaluated.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you included this information with your submission? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

<p>3.11 <u>Protection of Information and Personal Privacy</u>: The Freedom of Information and Protection of Privacy Act (FIPPA) requires that WorkSafeBC, and any Service Provider to it, to ensure personal information in its custody or under its control is stored or accessed only in Canada except in limited circumstances.</p> <p>As a condition of contract award, the Contractor must provide evidence of their compliance. Submit the following information as an attachment to your submission. Further information is available regarding this requirement at: http://www.cio.gov.bc.ca/cio/priv_leg/foippa/index.page. Additional information regarding FIPPA may be obtained through the WorkSafeBC website www.worksafebc.com by accessing "Health Care Providers" under "Customer Centres," then choosing the quick link for "Freedom of Information and Protection of Privacy".</p>	
<p>3.11.1 State if your company is a subsidiary and/or has any affiliation of any type with any entity outside of Canada. If yes, state their names and relationships.</p>	<p>Have you included this information with your submission? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3.11.2 State the legal status of the business. E.g. Sole proprietor, partnership or limited company. 3.11.2.1 If the business is a partnership, state the countries where the partners reside; 3.13.2.2 If the business is a limited company, state the countries where the directors reside.</p>	<p>Have you included this information with your submission? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3.11.3 State if your company is wholly owned by a Canadian entity or not, if not, state the nature of the foreign ownership.</p>	<p>Have you included this information with your submission? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3.11.4 State if your company is controlled and operated by a Canadian entity or not, if not, state the nature of the foreign control and operations.</p>	<p>Have you included this information with your submission? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3.11.5 Provide a description of current employee procedures and rules relating to disclosure, access and control of personal information (e.g. levels of access, circumstances, frequency, and familiarity with FIPPA, security clearance requirements).</p>	<p>Have you included this information with your submission? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3.11.6 Provide a description of an existing operational privacy plan in the event of a security or privacy breach relating to personal information (e.g. email breach, home invasion, theft).</p>	<p>Have you included this information with your submission? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3.11.7 <u>Subcontracting</u>: If you propose to subcontract any portion or all of the work under the contract, in the event you are awarded a contract, state where and to whom you intend to subcontract with, and answer 3.11.1 to 3.11.6 in relation to the proposed subcontractor.</p>	<p>Have you included this information with your submission? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>NOTE: Questions 3.11.1 to 3.11.6 must be completed whether you are subcontracting or not.</p>	

PART B

FOR EACH FACILITY SERVICE LOCATION PROPOSED, COMPLETE AN INDIVIDUAL RESPONSE TO PART B
(i.e. if proposing 2 facility locations, then complete and submit 2 separate PART B responses)

4.0 LOCATION OF EXISTING OPERATIONAL FACILITY			
Street:			
City:		Province:	
		Postal Code:	
Telephone:	()	Cell Phone:	()
Fax:	()	Email:	
Contact Name and Title:			
4.1 If applicable, state your current WorkSafeBC payee number at this facility location			Payee # _____
4.2 PROTECTION OF INFORMATION AND PERSONAL PRIVACY (site specific)			
4.2.1 For this facility, state the location* where personal information (both hard and soft copies) is currently stored, by whom and who would have access to this information.			Have you included this information with your submission? <input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.2 For this facility, state the location* and how you propose to store and access personal information (both hard and soft copies) you obtain from WorkSafeBC and the Injured Worker, in the event you are awarded a contract.			Have you included this information with your submission? <input type="checkbox"/> Yes <input type="checkbox"/> No
4.2.3 For this facility, state who provides systems & equipment maintenance and data recovery services for your data systems and state their location*. If it is not an employee, answer 4.3.1 to 4.3.2 in relation to the proposed subcontractor.			Have you included this information with your submission? <input type="checkbox"/> Yes <input type="checkbox"/> No
* 'Location' means the exact physical location including an address.			
NOTE: Questions 4.2.1 to 4.2.3 must be completed whether you are subcontracting or not.			

<p>4.3 <u>MANDATORY CORPORATE QUALIFICATION REQUIREMENTS:</u> Indicate 'Yes' or 'No' to whether your facility meets the following mandatory requirements:</p>	
<p><u>The proposed service facility location must possess the following Mandatory Corporate Qualification Requirements</u></p>	<p>Does the proposed service facility location meet this requirement?</p>
<p>4.3.1 <u>Absence of Conflict of Interest:</u> The proposed service facility location must not possess a conflict of interest with the provision of the Services to WorkSafeBC. State if there <u>are not</u> any potential areas of conflict of interest that may exist with the provision of these Services to WorkSafeBC. If there is a conflict, provide a description and nature of such, as an attachment to your submission.</p> <p>WorkSafeBC reserves the right to reject submissions from Respondents who in the opinion of WorkSafeBC are in conflict in relation to the services provided in this RFQ.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>4.3.2 <u>Protection of Information and Personal Privacy:</u> The proposed service facility location(s) must currently possess an established system for the storage, access and disclosure of personal information obtained from WorkSafeBC that is compliant with the Freedom of Information and Privacy Act R.S.B.C. 1996c.165 (FIPPA) and if successful, the Contractor agrees to a contract that includes Attachment 1 – Confidentiality Agreement Form and Schedule D – Privacy Protection in Appendix A - Sample Contract.</p> <p>Additional information regarding FIPPA may be obtained through the WorkSafeBC website www.WorkSafeBC.com by accessing "Health Care Providers" under Customer Centres, then choose the quick link for "Freedom of Information and Protection of Privacy".</p> <p>4.3.2.1 For each Service Region you are proposing, state if you currently possess an established system for the storage, access and disclosure of personal information obtained from WorkSafeBC that is compliant with the Freedom of Information and Privacy Act R.S.B.C 1996c.165 (FIPPA).</p> <p>4.3.2.2 State if you will agree to a contract that includes Attachment 1 – Confidentiality Agreement Form and Schedule D – Privacy Protection in the sample contract, if successful.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5.0 <u>MANDATORY FACILITY QUALIFICATION REQUIREMENTS CHECKLIST</u> Indicate 'Yes' or 'No' to whether your facility meets the following mandatory requirements:</p>	
<p><u>The proposed service facility location must possess the following Mandatory Facility Qualification Requirements Checklist</u></p>	<p>Does the proposed service facility location meet the following requirements?</p>
<p>5.1 <u>Existing Facility Requirements</u> The existing service facility has been in operation dispensing hearing aids for a minimum of one (1) year.</p>	<p><input type="checkbox"/> Yes or <input type="checkbox"/> No</p>

How many years has the location been in operation at this existing location?	_____# of years
5.2 Facility Space Requirements:	Does the proposed service facility location meet the following requirements?
(i) A Sound Treated Booth that meets current ANSI Standards	<input type="checkbox"/> Yes or <input type="checkbox"/> No
(ii) A separate reception/waiting area	<input type="checkbox"/> Yes or <input type="checkbox"/> No
(iii) A separate consulting area.	<input type="checkbox"/> Yes or <input type="checkbox"/> No
(vi) Physical set up/layout of the clinic allows for client confidentiality	<input type="checkbox"/> Yes or <input type="checkbox"/> No
(vii) Can your clinic offer services to individuals in wheelchairs?	<input type="checkbox"/> Yes or <input type="checkbox"/> No
5.3 <u>Administrative Resources (on-site):</u> Fax machine; telephone system with voice mail; computer with internet access.	<input type="checkbox"/> Yes or <input type="checkbox"/> No
5.4 <u>Equipment Requirements:</u>	Does the proposed service facility location meet the following requirements?
5.4.1 The following equipment must be in use at your clinic, calibrated and maintained in good working condition:	
<ul style="list-style-type: none"> • Audiometer that meets current ANSI Standards, calibrated within the past one (1) year, with output to include at minimum, air, bone, masking and speech 	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<ul style="list-style-type: none"> • Electro acoustic Hearing Aid Analyzer 	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<ul style="list-style-type: none"> • Probe Microphone Measurement Equipment 	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<ul style="list-style-type: none"> • Appropriate hearing aid fitting hardware and software 	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<ul style="list-style-type: none"> • Sterilization System and plan e.g. ultrasonic cleaner 	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<ul style="list-style-type: none"> • Hearing Aid and Ear Mold Modification Tools 	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<ul style="list-style-type: none"> • Otoscope 	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<ul style="list-style-type: none"> • Listening Tube/Stethoscope 	<input type="checkbox"/> Yes or <input type="checkbox"/> No

6.0 <u>FACILITY QUALIFICATION REQUIREMENTS</u>	
6.1 <u>Facility Services:</u> Indicate ‘Yes’ or ‘No’ to whether your proposed service facility location currently provides the following:	Does the proposed service facility location currently provide?
• Diagnostic Impedance Testing including ipsilateral and contralateral acoustic reflexes and reflex decay	<input type="checkbox"/> Yes or <input type="checkbox"/> No
• Impedance Testing with ipsilateral acoustic reflexes	<input type="checkbox"/> Yes or <input type="checkbox"/> No
• Aural rehabilitation classes / Auditory Training	<input type="checkbox"/> Yes or <input type="checkbox"/> No
• Ability to do Tinnitus Assessment and Therapy	<input type="checkbox"/> Yes or <input type="checkbox"/> No
• Electrophysiological Assessments (OAE’s/ABR’s) by Audiologist	<input type="checkbox"/> Yes or <input type="checkbox"/> No
• Ability to provide Home visits	<input type="checkbox"/> Yes or <input type="checkbox"/> No
• Open Weekends	<input type="checkbox"/> Yes or <input type="checkbox"/> No
• Certified by CSHHPBC to provide cerumen management	<input type="checkbox"/> Yes or <input type="checkbox"/> No
Does your facility routinely provide hearing aids from more than two (2) different manufacturers?	<input type="checkbox"/> Yes or <input type="checkbox"/> No
6.2 Value Added Services: Please comment on your facility’s ability to offer additional value (i.e. a service or amenity <i>at the specific facility location</i> you have that would enhance the <i>Injured Worker’s</i> experience in your facility). The response should be no longer than 1 page maximum.	Have you included this information with your submission? <input type="checkbox"/> Yes or <input type="checkbox"/> No
7.0 <u>PROGRAM SERVICES Ensure the following information is for the specific facility location/clinic you are proposing:</u>	
7.1 <u>Audiograms:</u> Provide a complete an audiogram for each of the following: 1. Audiogram showing a sensorineural hearing loss. 2. Audiogram showing an asymmetrical hearing loss. 3. Audiogram showing a mixed hearing loss. Each audiogram must include air/bone/masking/speech testing (SRT and speech discrimination) and any other relevant audiometric testing for a potential hearing aid client. Provide the degree, type and configuration of each audiogram. This must be included on the audiogram form including identification of any red flags. The audiograms must: • Be a real client <u>from this specific facility/clinic location</u> you are applying for. • Have all personal information severed. (eg: information is blocked out or unreadable). Marks may be deducted if identifying information is not severed from the submission.	Have you included this information with your submission? <input type="checkbox"/> Yes or <input type="checkbox"/> No

<p>7.5 <u>Intake Assessment:</u> Indicate what information is collected about the worker on the initial assessment . You can convey this information by attaching a formal Intake Form/Case History Form if you use one.</p>	<p>Have you included this information in your submission? <input type="checkbox"/> Yes or <input type="checkbox"/> No</p>
<p>7.6 <u>Intake Assessment Tool(s):</u> Do you routinely use a formal needs assessment tool(s) If yes, which tool(s) do you use?</p>	<p>Have you included this information in your submission? <input type="checkbox"/> Yes or <input type="checkbox"/> No</p>
<p>7.7 <u>Counseling/Education:</u> a) Does your facility provide any printed material regarding counseling / education to your clients? If yes, please include the printed materials in an appendix. b) Indicate the details of client counseling/education provided to hearing aid clients related to hearing aid device (eg. use and care) and / or client use strategies. Maximum response length = ½ page (can be in point form, excluding appendix materials if included in response).</p>	<p><input type="checkbox"/> Yes or <input type="checkbox"/> No Have you included this information in your submission? <input type="checkbox"/> Yes or <input type="checkbox"/> No</p>
<p>7.8 <u>Follow-up and Hearing Aid Maintenance:</u> In point form, outline your protocol for follow-up and hearing aid maintenance. Maximum response length = ½ page (can be in point form).</p>	<p>Have you included this information in your submission? <input type="checkbox"/> Yes or <input type="checkbox"/> No</p>
<p>7.9 <u>Follow-up/Outcome Measures:</u> How do you assess client satisfaction / success of prescribed hearing aid(s) at your clinic? Maximum response length = ½ page (can be in point form).</p>	<p>Have you included this information in your submission? <input type="checkbox"/> Yes or <input type="checkbox"/> No</p>
<p>7.10 <u>Service Measures:</u> List what aspects of your service are measured to determine if the services are being successfully delivered.</p>	<p>Have you included this information with your submission? <input type="checkbox"/> Yes or <input type="checkbox"/> No</p>
<p>8.0 <u>MANDATORY PRACTITIONER QUALIFICATION REQUIREMENTS</u> Indicate ‘Yes’ or ‘No’ to whether you possess the following mandatory clinical qualifications at this facility/clinic location:</p>	
<p>Mandatory Practitioner Qualification Requirements</p>	<p>Is this requirement met?</p>
<p>8.1 A minimum of <u>one (1)</u> full time qualified practitioner licensed as an Audiologist/Hearing Instrument Practitioner or as a Hearing Instrument Practitioner (HIP) with the College of Speech and Hearing Health Professionals of BC. The Practitioner must currently be a member in good standing with the College of Speech and Hearing Health Professionals of BC and have one years (full time equivalent) experience dispensing hearing aids as a licensed practitioner.</p>	<p><input type="checkbox"/> Yes or <input type="checkbox"/> No ?</p>

9.0 PRACTITIONER QUALIFICATION REQUIREMENTS & AVAILABILITY		
9.1 <u>Personnel Resources</u> : Provide the Practitioners name, professional designation and anticipated hours per week the proposed Practitioners will be dedicated to delivering Hearing Aid services at this facility/clinic location. Do not include administrative or support staff, add more lines if required.		
Practitioner Name	Professional Designation (ex: Audiologist, HIP or Aud/HIP)	Anticipated Hours per week Practitioner is available to serve WorkSafeBC Injured Workers at this facility location (hrs per week)
	TOTAL	_____ hours
9.2 <u>Number of HIP / Audiologist hours available per week:</u>		
<ul style="list-style-type: none"> Please advise total number of HIP hours available to service WorkSafeBC Injured Workers at this facility location each week: 	_____	HIP hours per week
<ul style="list-style-type: none"> Please advise total number of Audiologist hours available to service WorkSafeBC Injured Workers at this facility location each week: 	_____	Audiologist hours per week
9.3 <u>Practitioner Availability & Facility Operating Hours:</u>		
.1 Is a qualified Practitioner be available in the facility each week for a minimum of twenty one (21) hours and a minimum of three (3) days per week?	<input type="checkbox"/> Yes or <input type="checkbox"/> No	
Advise the Hours and Days of Week available.	____AM to ____PM _____ Days per week available	
If not available twenty one (21) hours, three (3) days week, please identify how many hours per week and days of week the qualified Practitioner will be available.	____AM to ____PM _____ Days per week available	
.2 Is your facility /clinic open five (5) days per week, (during normal business hours) excluding statutory holiday?	<input type="checkbox"/> Yes or <input type="checkbox"/> No	
Advise the Hours of Operation and Days of Week open?	____AM to ____PM _____ Days of week open	
If not open five (5) days per week, (during normal business hours) excluding statutory holidays, please identify days per week is your facility is open for business.	____AM to ____PM _____ Days of week Open	

<p>9.4 <u>Multilingual Ability</u> Advise which languages the proposed practitioner can understand and speak fluently (including formal sign language if applicable).</p>	<p>Have you included this information with your submission? <input type="checkbox"/> Yes or <input type="checkbox"/> No</p>
<p>10.0 SUBMISSION OF INFORMATION:</p> <ul style="list-style-type: none"> State if the information contained in your submission is accurate and true to the best of your knowledge. 	<p><input type="checkbox"/> Yes or <input type="checkbox"/> No</p>

Authorization of Information

I/We wish to present this submission as a potential qualified Provider of Hearing Aid Services for WorkSafeBC Injured Workers and certify that the information contained in this document is accurate and true to the best of our knowledge.

<i>Respondent's and/or Business Name:</i>	
<i>Authorized Signature:</i>	<i>Title:</i>
<i>Print Name:</i>	<i>Date:</i>

SECTION IV – EVALUATION PROCESS & CRITERIA

1.0 EVALUATION PROCESS & CRITERIA

1.1 **Review of Mandatory Requirements:** WorkSafeBC will review all the submissions to determine if they are compliant with the mandatory requirements as stated in **Section III – Response Requirements, Clause 4.3 - Mandatory Corporate Requirements, Clause 5.0 - Mandatory Facility Qualification Requirements, and Clause 8.0 - Mandatory Practitioner Qualification Requirements.**

- .1 **Non-Compliance:** Submissions that do not meet all of the mandatory qualification requirements will be rejected.
- .2 **Compliance:** Submissions that meet all the mandatory qualification requirements will be assessed and scored based upon, but not limited to, the evaluation process and criteria listed below.

1.2 **Evaluation Criteria:**

- .1 Submissions that do not meet the minimum score for Program Services noted below will be rejected.
- .2 Submissions that meet the minimum score requirements for Program Services will be next assessed on the balance of the evaluation criteria and then assessed to determine their ability to comply with the Protection of Information and Personal Privacy.
- .3 If all submissions received fail to reach the minimum score requirements for Program Services, WorkSafeBC reserves the right to continue the RFQ process with those compliant respondents that met the mandatory requirements, or conclude this RFQ process and re-issue in its sole discretion.

EVALUATION CRITERIA	MAXIMUM SCORE	MINIMUM SCORE
Part A - Corporate		
3.0 Corporate Profile & Contract Terms	8	
Part B		
5.0 Mandatory Facility Requirement	2	
6.0 Facility Qualification Requirements	15	
7.0 Program Services	78	36
9.0 Practitioner Qualification Requirements & Availability	41	
10.0 Submission Format Compliance	2	
TOTAL MAXIMUM SCORE:	146	36

1.3 **Protection of Information and Personal Privacy (Assessment):**

- .1 Submissions will be assessed based upon each response to the questions contained in Section III; 3.11.1 to 3.11.7 Protection of Information and Personal Privacy, based upon established criteria.
- .2 Each submission will then receive an assessment grade between low to high.
- .3 It is the intent of WorkSafeBC to ensure WorkSafeBC has the flexibility it needs to award and enter into contract(s) with the Respondent that obtains the highest total score with an acceptable Assessment grade relating to Protection of Information and Personal Privacy.
- .4 WorkSafeBC reserves the right to reject the Respondent with the highest total score if, in the opinion of WorkSafeBC, the Assessment relating to Protection of Information and Personal Privacy is unacceptable. WorkSafeBC may then reject that respondent and proceed to assess the next highest scoring Respondent and their Assessment or may choose to terminate this RFQ process and not enter into a contract with any of the Respondents.

1.4 **Further Clarification:** WorkSafeBC reserves the right to request further clarification from Respondents to assist WorkSafeBC in finalizing its evaluation.

1.5 **Site Visits:** WorkSafeBC reserves the right to and may conduct site visits to any of the Respondents it desires in order to validate information provided in their submission to evaluate Providers. This includes, but is not limited to, facility space requirements, privacy and protection of personal information, equipment and administrative resources.

1.6 **Previous WorkSafeBC Experience:** WorkSafeBC reserves the right to eliminate without notice any Respondent from this competitive process that has failed to satisfactorily meet its contractual obligations to WorkSafeBC in any prior contract, in WorkSafeBC's sole opinion. This includes, but is not limited to, where the Respondent has committed:

- .1 A significant breach in a current or prior contract with WorkSafeBC; and/or
- .2 Repeated critical or fundamental performance deficiencies without any remedial actions, despite formal notifications from WorkSafeBC.

1.7 **Legal Dispute:** WorkSafeBC may disqualify without notice or consultation from the competitive process any Respondent that has been or is currently involved in any legal dispute with WorkSafeBC.

1.8 **Conflict of Interest:** WorkSafeBC reserves the right to reject submissions from Respondents, who in the opinion of WorkSafeBC, are in a conflict of interest, in relation to the Services provided in this RFQ. The determination of a conflict of interest will be at WorkSafeBC's sole discretion.

1.9 **At this stage:** Following the completion of this stage, WorkSafeBC reserves the right to:

- .1 Not proceed any further with the competitive process; or
- .2 Issue a Request for Additional Information; and/or
- .3 Award contracts to qualified Provider(s).

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- 1.10 **Contract Award:** It is the intention of WorkSafeBC to award contracts to qualified Respondents with the highest scoring submission as described in Section II- Overview and Requirements, and Section IV. – Evaluation Process & Criteria.

WorkSafeBC reserves the right to change (increase/decrease) the number of contracts and/or providers required for the geographical region and/or change the structure and/or location of the regions as WorkSafeBC deems necessary for the Services

WorkSafeBC reserves the right in its sole discretion to contract with an adequate distribution of providers throughout the province to ensure best service to injured workers. Where there is a tie, WorkSafeBC will award the contract based on the best interest of WorkSafeBC.

- 1.11 **Award:** WorkSafeBC is not bound to award a contract to any Respondent or qualify any Respondent. The awarding of the contract (if any) shall be made upon all the evaluation criteria disclosed in this document and shall be in WorkSafeBC's sole discretion.

2.0 NOTICE OF SUBMISSION RESULTS

- 2.1 **Format of Notification:** WorkSafeBC will notify both the successful and unsuccessful Respondents in writing, once the process is finalized.

**APPENDIX A - SAMPLE CONTRACT
HEARING AID SERVICES**

1 CONTRACT AWARD

- 1.1 The following terms and conditions will apply to any subsequent contract or agreement for the specific services requested by WorkSafeBC
- 1.2 It is the intent of WorkSafeBC to ensure WorkSafeBC has the flexibility it needs to arrive at a mutually agreeable final contract. The terms of any resulting agreement for the provision of the Services may be negotiated between WorkSafeBC and the Provider.
- 1.3 By signing, the Contractor agrees to all the terms and conditions of the contract.
- 1.4 **Prior to and as a condition of contract award:**
- 1.4.1 **Assessment Registration with WorkSafeBC:** If under the Workers' Compensation Act of British Columbia, the Contractor providing the Services must be registered with WorkSafeBC or is eligible to purchase Personal Optional Protection (POP), the Contractor must be registered and in good standing with WorkSafeBC for each of the proposed service facility locations; or
- Any Contractor that is not registered with WorkSafeBC must obtain a status letter from WorkSafeBC indicating that the Contractor is not required to be registered by the Act and is not eligible to purchase POP. Status letters may be obtained by:
- Contacting a WorkSafeBC Registration Officer, Monday to Friday, 8:30am to 4:30 pm @ (604) 244-6182; or
 - Calling toll free 1 (888) 922-2768 and asking to speak to a Registration Officer.
- 1.4.2 **Comprehensive General and Professional Liability Insurance:** For each of the proposed service facility locations, the Contractor must provide written proof of insurance before entering into an agreement, as evidence of compliance with the Insurance clause for both the General Comprehensive Liability Insurance coverage in the amount of not less than \$2 million per occurrence and the Professional Liability Insurance coverage in the amount of not less than \$1 million per occurrence.
- 1.4.3 **Protection of Information and Personal Privacy:** WorkSafeBC reserves the right to conduct a site visit and/or any other activity required in order to validate the Contractor's compliance with privacy and protection of information measures.
- 1.5 WorkSafeBC offers and encourages the use of electronic funds transfer (EFT) for its Contractors. Successful Contractors who are awarded a contract will be presented with an option to initiate an EFT request with their contract documents.
- 1.6 WorkSafeBC shall not be obligated to any Provider in any manner until a written contract has been duly executed.

BACKGROUND

WorkSafeBC is created by and charged with the administration of the *Workers Compensation Act* R.S.B.C. 1996 c. 492 as amended (the Act). Under the Act WorkSafeBC has been given the authority to provide health care and rehabilitation services to Workers who sustain injuries that arise out of and in the course of their employment. In the exercise of that authority WorkSafeBC has established a series of programs and services with different criteria and mandates that are designed to meet Injured Worker and referral source needs, and to assist Injured Workers with recovery from injury with a primary focus on return to work in a safe and timely manner.

WorkSafeBC and the Contractor hereby agree to the following terms and conditions under which the Contractor shall provide the Services to WorkSafeBC. Wherefore WorkSafeBC and the Contractor agree as follows:

The Contractor has agreed to enter into a contract with WorkSafeBC to provide Hearing Aid Provider Services.

DEFINITIONS

The following phrases shall have the following meanings when used in this Agreement (The "Agreement").

Assistive Listening Devices (ALD):	A personal device (excluding Hearing Aids) that helps a person hear better by amplifying or transmitting sound to the ears. ALDs may interface with a person's Hearing Aid(s) or may be used independently. Examples include FM systems and Infa-red systems.
Audiologist: AUD / HIP	An individual that is licensed and is registered and in good standing with the College of Speech and Hearing Health Professionals of British Columbia (CSHHPBC).
Board Officer:	A WorkSafeBC Case Manager, Entitlement Officer, Medical Advisor, Audiologist, Hearing Claims Officer, Vocational Rehabilitation Consultant or other as designated.
Clinic:	An organization selling and/or servicing Hearing Aids, consisting of or employing Service Providers, and having a valid WorkSafeBC Payee Number.
Contractor / Service Provider:	The qualified Contractor/Service Provider who has entered into an Agreement with WorkSafeBC for the provision of the Services.
Hearing Aid:	An ear-level, custom-fitted electronic device that brings amplified sound to the ear. Components such as telecoils, directional/dual microphones and all circuits are considered a part of the Hearing Aid. All parts of a CROS or BiCROS aid are considered part of the Hearing Aid.
Hearing Aid Price Cap:	WorkSafeBC has a maximum price cap that has been negotiated with Hearing Aid Manufacturers.

Hearing Aid Services:	The Services for the hearing impaired, including but not limited to assessment, Hearing Aid selection, fitting, verification and adjustments of Hearing Aids, instructions to Injured Workers, follow-up, repairs, counseling and diagnostic evaluations.
Injured Worker / Worker:	The individual as defined in the <i>Workers Compensation Act</i> (the "Act"), who is entitled to compensation under the Act and who receives Services under this Agreement.
Provider Network (Network):	The network of contracted Service Providers who are contracted to provide Hearing Aid Services.
Reference Manuals:	The guidelines developed by WorkSafeBC which identify the administrative and clinical requirements
Services:	The Hearing Aid Provider Services provided by or under the direction of qualified professionals in fulfilling the Contractors obligations pursuant to this Agreement as set out in Schedules A, B, C, D, Attachment 1 and the Hearing Aid Reference Manuals.
WorkSafeBC, WCB or the Board:	The Workers' Compensation Board of British Columbia.

SERVICES

- 1.1 **Services:** The Contractor shall provide to WorkSafeBC specific Services only as described in Schedules A, C, D, Attachment 1 and the Hearing Aid Program Reference Manuals and at the rates set out in Schedule B. The Schedules are attached to and form part of this Agreement. The Contractor acknowledges by executing this Agreement that the Hearing Aid Program Reference Manuals forms part of this Agreement. Services shall be provided in compliance with all criteria, policies and procedures detailed in this Agreement.
- 1.2 **Facility:** The Contractor shall only deliver the Services at the facility location as identified in Schedule C as being approved by WorkSafeBC for provision of the Services.
- 1.3 **Non-Exclusive Agreement:** This Agreement is a non-exclusive Agreement, and the Contractor acknowledges that Services are provided to WorkSafeBC by other Contractors. The Contractor agrees and acknowledges that WorkSafeBC, its directors, officers, employees, or agents have not made any representations or warranties in regard to the quantity of referrals or requests for Services during the Term of this Agreement. The Contractor acknowledges that any referrals or requests for Services made by WorkSafeBC under this Agreement are only as requested by WorkSafeBC. The Contractor shall only provide Services to an Injured Worker after receiving authorization from a Board Officer.
- 1.4 **The Act:** This Agreement is entered pursuant to the Workers Compensation Act R.S.B.C. 1996 c. 492 as amended (the "Act") and the Services provided under this Agreement are subject to the provisions of the Act.
- 1.5 **Referrals:** WorkSafeBC reserves the right to provide referrals to other providers of the Services and/or to initiate a competitive process to identify other providers of the Services where the contractor is unable to provide the Services in a timely manner, does not meet reasonable referral acceptance rates or provides Services in an unsatisfactory manner.

- 1.6 Network of Providers: WorkSafeBC reserves the right to change (increase/decrease) the number of Contractors for any service component of the Hearing Aid Services and / or for any geographic location at any time during the term of this Agreement by invoking the termination for convenience clause.

TERM

- 2.1 Initial Term: WorkSafeBC engages the Contractor and the Contractor agrees to provide the Services described in Schedules A, B, C, D, Attachment 1 and the Hearing Aid Program Reference Manuals, of this Agreement for a term which will commence on **March 1, 2012** and will terminate on **February 29, 2017** (the "Term").
- 2.2 Renewal: WorkSafeBC reserves the right to renew the term of this Agreement for up to an additional two (2), one (1) year term upon mutual written agreement of the Parties.

CHANGE OF OWNERSHIP AND/OR LOCATION

- 3.1 Written Notice: In the event that there is a proposed change to the legal ownership of the Contractor, proposed change in the Facility Location, a change in the hours of Service or the Service Provider, or a change in the opening hours of the Facility Location, the Contractor shall provide written notification of such proposed change, along with the Hearing Aid Clinic Re-Qualification form as appropriate, to the WorkSafeBC Manager of Corporate and Health Care Purchasing. The Contractor shall provide this notice at least sixty (60) days prior to any proposed change in legal ownership of the Contractor and/or proposed change in the Facility Location and/or change in the hours of Service or the Service Provider and/or a change in the opening hours of the Facility Location. WorkSafeBC shall treat this information as confidential until WorkSafeBC is advised the information is public.

A notice of proposed changes to a facility location is required even for a temporary move.

Failure to provide the required notice may impact the Injured Worker receiving service. As such WorkSafeBC may consider failure to provide the required notice a breach of contract.

- 3.2 Re-qualification: The Contractor/New Prospective Owner(s) must re-qualify to become a qualified Hearing Aid Provider and submit a copy of the Hearing Aid Clinic Re-Qualification form to WorkSafeBC Corporate and Health Care Purchasing when the following occurs:

- Change in legal ownership;
- Change in clinic location;
- Change in the opening hours of the location and/or
- Change in hours of service of qualified practitioner

The Hearing Aid Clinic Re-Qualification form is available by contacting Corporate and Health Care Purchasing at purchase@worksafebc.com. Submission of a re-qualification form will not result in automatic participation as a qualified WorkSafeBC Hearing Aid Provider.

A change in qualified Service Provider (clinician) requires written notice at least five (5) days prior to any proposed change but does not require re-qualification.

- 3.3 Review: WorkSafeBC shall review the Contractor's notification and request for re-qualification. The WorkSafeBC Program Manager of the Hearing Aid Program in Health Care Services shall review the change and the WorkSafeBC Manager of Corporate and Health Care Purchasing shall

advise the Contractor as soon as is practicable whether or not the change meets the requirements for qualification, or in the case of a change in qualified Service Provider, if the change is accepted. The Contractor shall not provide Services from the Facility Location which has the change or from the new business unless WorkSafeBC has re-qualified the Contractor or approved the change in qualified Service Provider.

INVOICES

- 4.1 **Authorized Services:** The Contractor shall only submit invoices for authorized Services described in Schedules A, C, D, Attachment 1 and the Hearing Aid Program Reference Manuals provided to an Injured Worker. The Contractor acknowledges that the WorkSafeBC Board Officer shall not have authority to deviate from Fee Schedule B. No additional charges shall be invoiced to or payable by WorkSafeBC.
- 4.2 **Invoice Submission:** The Contractor shall submit invoices to WorkSafeBC Payment Services in the prescribed format within ninety (90) days, or earlier, of the completion of the Services or the Injured Workers' discharge in accordance with Schedule. Invoices received after ninety (90) days from the completion of the Services may not be paid by WorkSafeBC.
- 4.3 **Individual Invoices for Each Injured Worker:** With the exception of battery invoices, the Contractor shall reference the Services provided to only one (1) Injured Worker in an invoice. Where a Contractor is providing Services for multiple Injured Workers simultaneously, the Contractor shall issue a separate invoice for Services rendered for each Injured Worker.
- 4.4 **Payee Number:** The Contractor shall reference the payee number (**insert payee number**) assigned by WorkSafeBC on all invoices submitted for the Services to WorkSafeBC Injured Workers.
- 4.5 **Hearing Aid Purchase:** WorkSafeBC will pay the Contractor according to Fee Schedule B. WorkSafeBC will purchase Hearing Aids directly from manufacturers. WorkSafeBC reserves the right to change the process of purchasing Hearing Aids directly from the manufacturers. Hearing Aids may be purchased from the Contractor in exceptional circumstances and only with prior approval from a Board Officer, or as part of the Cost Share Arrangement.
- 4.6 **Charges:** The Contractor shall not charge any fees or charges of any nature for the Services provided under this Agreement directly or indirectly to the Injured Worker or any other individual, business or entity other than those specifically detailed in Schedule A, 8.2 Cost Share.
- 4.7 **No Prepayment of Services:** Invoices shall only be for Services already provided. WorkSafeBC does not provide prepayment of Services.
- 4.8 **Invoice Name or Company Name:** The Contractor shall use the same name or Company name referenced in this Agreement on all invoices submitted by the Contractor.
- 4.9 **Interest:** The Contractor shall not charge interest on accounts and no interest shall be payable in respect of those invoices.
- 4.10 **HST:** WorkSafeBC is subject to the Harmonized Sales Tax ("HST"). Where applicable, the Contractor shall indicate HST separately on each line item on all invoices and include the Contractor's GST/HST registration number.

- 4.11 Currency: The Contractor shall issue all invoices in Canadian funds.
- 4.12 Fee Codes: WorkSafeBC has assigned fee codes to the fee descriptions set out in Schedule B. The Contractor shall submit invoices that reference the appropriate fee code.
- 4.13 Invoicing Procedures: WorkSafeBC may change the invoicing procedures and associated software requirements at any time during the Term of this Agreement or any subsequent renewals. WorkSafeBC shall provide written notice to the Contractor regarding any changes.
- 4.14 Invoice Returns: WorkSafeBC may return, or notify the Contractor of, invoices containing discrepancies or errors, noting areas for correction. If the defect is minor, WorkSafeBC may correct the invoice. WorkSafeBC may not pay the Contractor until an invoice which complies with the terms of this Agreement is received by WorkSafeBC or the invoice has been corrected by WorkSafeBC.

PAYMENT

- 5.1 Fee Schedule: WorkSafeBC shall pay the Contractor in accordance with Schedule B for providing Services only if the Services have been authorized by WorkSafeBC and if the Contractor has provided the Services in compliance with the terms and conditions of this Agreement.
- 5.2 Multiple Facility Locations: Where the Contractor provides the Services from multiple site locations, WorkSafeBC shall only issue payment to the location from which the invoice is issued.
- 5.3 Currency: WorkSafeBC shall issue all payments in Canadian funds.

TECHNOLOGY AND DATA REQUIREMENTS

- 6.1 The Contractor shall possess and maintain the personal computer technology sufficient to meet the security and compatibility requirements of WorkSafeBC at any time during the term of this Agreement, as specified by WorkSafeBC. This includes but is not limited to computer equipment, hardware, software, security firewall and web browsers that must be current within six (6) months of all security patches and upgrade.
- 6.2 In addition, the Contractor shall comply with WorkSafeBC requirements for submission of data in the prescribed format with ninety (90) days notification from WorkSafeBC. This may include, but is not limited to, the submission of invoices, referral mechanisms and report forms.
- 6.3 WorkSafeBC may change technology systems for invoicing, reporting and data submission for the Services at any time during the Term of this Agreement. WorkSafeBC reserves the right to use third party software to administer data requirements in the future and agrees to provide the Contractor with ninety (90) days written notice in the event that the Contractor will be required to obtain additional software or personal computer technology for compatibility with WorkSafeBC technology systems. Subject to receiving such notice, the Contractor agrees to use this third party software and possess any necessary personal computer technology required for the compatibility requirements as specified by WorkSafeBC.
- 6.4 Fee Service Supplement: WorkSafeBC, in its discretion, may supplement the fees to a Contractor for a limited time to offset reasonable expenses incurred by the Contractor in association with but

not limited to clause 6.2. WorkSafeBC shall provide written notification to the Contractor regarding the terms of the fee service supplement.

QUALIFICATIONS OF PERSONNEL

- 7.1 **Qualification:** During the Term of this Agreement, the Contractor shall ensure that the Contractor, their employees, servants, agents and/or subcontractors providing Services have the appropriate professional qualifications and licenses as required for Services provided in Schedule A and Hearing Aid Program Reference Manuals.
- 7.2 **Qualification Review:** WorkSafeBC may undertake a review to confirm the professional credentials of the Contractor, their employees, servants, agents and or subcontractors at any time during the Term of this Agreement. If WorkSafeBC determines that the Contractor or any of their employees, servants, agents and/or subcontractors do not possess the required qualifications, WorkSafeBC may immediately terminate this Agreement without prior notice to the Contractor pursuant to clause 29.2.
- 7.3 **Change in Status:** The Contractor is responsible to notify WorkSafeBC immediately in writing of any fundamental change in the registration status of the Contractor's employees, servants, agents and/or subcontractors designated to provide the Services with the appropriate professional association or college. WorkSafeBC reserves the right to terminate this Agreement, depending on the nature of the change in registration status.
- 7.4 **Expenses:** The Contractor is responsible to arrange and pay for, at their own expense, any training of their employees, servants, agents and/or subcontractors required to meet the qualification standards.
- 7.5 During the term of the Agreement, the Contractor is responsible to notify WorkSafeBC immediately in writing of any disciplinary action by any professional body against the Contractor or any of its professional staff WorkSafeBC reserves the right to review and terminate this Agreement pursuant to clause 29.1, depending upon the nature of the disciplinary action.
- 7.6 The Contractor must possess and maintain the facility equipment, clinic operating hours and practitioner hours as per Schedule A, 4.0 Facility Requirements.
- 7.7 The Contractor will provide a list of all Audiology Service Staff providing Services under the Contractor's payee number to WorkSafeBC Health Care Services. Any changes to Service Staff shall be reported to WorkSafeBC Health Care Services within ten (10) business days of the change.

RECORDS AND AUDIT RIGHTS

- 8.1 The Contractor shall maintain all records and books concerning the Services provided and fees invoiced by the Contractor under this Agreement.
- 8.2 The Contractor shall maintain all records and books concerning the Services, together with all relevant documents and materials, for the duration of this Agreement, including any and all renewals of this Agreement, for seven (7) years following the completion or termination of this Agreement.
- 8.3 When requested by WorkSafeBC, the Contractor shall make available all records and books concerning the Services, together with the supporting or underlying documents and materials, to WorkSafeBC for inspection, audit, or reproduction by its employees and/or subcontractors or authorized representatives, during normal business hours at the Contractor's office or place of business. The Contractor shall not charge any fee for the cost of reproduction of records required under this Agreement.
- 8.4 WorkSafeBC may, at any time during the Term of this Agreement, audit all of the Contractor's accounting records and books concerning Services provided under this Agreement, including any and all documents and other materials, in whatever form they may be kept, upon which the accounting records and invoices are based.
- 8.5 Upon receipt of a request from WorkSafeBC, the Contractor shall, within two (2) business days, give WorkSafeBC full access to the Contractor's complete file, including the records in respect to an Injured Worker referral pursuant to this Agreement. This may include identifying previous injury or illness relevant to the current claim or area of injury in question from a previous claim.

CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 9.1. In this Agreement Information includes "record" and "personal information" as defined in B.C. *Freedom of Information and Protection of Privacy Act* (FIPPA). Any Information supplied by the Contractor to WorkSafeBC and any Information supplied by WorkSafeBC to the Contractor under this Agreement is subject to FIPPA.
- 9.2. The Contractor shall comply with Schedule C and will treat as confidential, and except insofar as such publication, release or disclosure is necessary to enable the Contractor to fulfill its obligations under this Agreement will not, without the prior written consent of WorkSafeBC, publish, release or disclose or permit to be published, released or disclosed, any Information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement, except as may be specifically provided for in this Agreement. In such instances, the Contractor shall advise WorkSafeBC prior to disclosing the information. The Contractor further agrees the collection, use, storage, access and disposal of the Information shall be in compliance with the FIPPA and in particular with Part 3 of FIPPA and as may be specifically provided for in this Agreement. The confidentiality requirement is not avoided by removing references to names or other identifying Information. Any violation of this confidentiality requirement or any breach of any relevant privacy legislation constitutes a fundamental breach of this Agreement and gives rise to an immediate right on the part of WorkSafeBC to terminate this Agreement and may result in WorkSafeBC taking legal action against the Contractor. The decision to terminate this Agreement or to seek an alternative remedy shall be in the sole discretion of WorkSafeBC. When

- any Information is no longer required by the Contractor to carry out the Agreement or as required by law it shall be destroyed in accordance with the standards set by FIPPA and clause 9.5.
- 9.3. The Contractor will allow WorkSafeBC to disclose Information in accordance with FIPPA.
- 9.4. Any Information or records retained by the Contractor should be securely stored and measures must be in place to restrict access to authorized personnel only. Measures should be taken to protect information and records from fire, flood, natural disaster, criminal activity or unauthorized access to systems and data.
- 9.5. Information may be destroyed after compliance with the contracted retention period or that of the professional governing body/ college of the Contractor whichever imposes the higher standards. The Information must be disposed of in a safe and secure manner that prevents any disclosure of personal information.
- 9.6. The Contractor agrees that all employees and/or subcontractors of the Contractor that are directly involved with the performance of this Agreement shall be required to attend an annual Freedom of Information Training seminar and to annually sign a confidentiality agreement (Attachment 1).
- 9.7. The Contractor agrees to immediately notify WorkSafeBC both verbally and in writing in the event of any unauthorized disclosure of Information obtained from WorkSafeBC systems. This notice will include the names and claim numbers of the individuals whose Information has been compromised, the date of the incident and the specifics of the incident that occurred that compromised the security of the Information.
- 9.8. WorkSafeBC and the Contractor also agree to cooperate fully with each other and, when necessary, with the BC Office of the Information and Privacy Commissioner, in order to both investigate and close the breach and attempt to ensure that the circumstances of the breach do not re-occur.

SITE VISIT

- 10.1 WorkSafeBC shall have the right to access the Contractor's locations during regular business hours for the purpose of ensuring that the quality of the Services provided are satisfactory to WorkSafeBC. When requested by WorkSafeBC, the Contractor shall meet with representatives of WorkSafeBC to review the quality of the Services and attend to any matter of concern to WorkSafeBC.

ADVERTISING, PUBLICATION OR SOLICITATION

- 11.1 The Contractor shall not advertise their relationship or use WorkSafeBC's name or any contents of this Agreement in any advertising, mailing list or publication, written or verbal, except the Contractor may use the following statement in its advertising: "Part of WorkSafeBC Provider Network".
- 11.2 The Contractor will not use the name of any Injured Worker for any advertising, solicitation, in any mailing list or publication, written or verbal, without prior written consent from the Injured Worker.

- 11.3 Any use or reference by the Contractor to this Agreement to promote, solicit, or disseminate information regarding the details of this Agreement is prohibited except as allowed in clause 11.1 of this Agreement.
- 11.4 If WorkSafeBC, in its sole discretion, determines that the use of the phrase noted in 11.1 hereof is inappropriate or in any way cause harm to WorkSafeBC or its reputation WorkSafeBC may in writing direct the Contractor to cease using any reference to WorkSafeBC in its advertising or may terminate this Agreement or both.

WORKSAFEBC ASSESSMENT REGISTRATION

- 12.1 As a condition of contract award, the Contractor and each individual clinic location providing the Services shall be registered and in good standing with WorkSafeBC if required or permitted under the Act and shall maintain such good standing during the term of this Agreement and any subsequent renewals. If the Services are provided outside of British Columbia the Contractor must be registered if required or permitted and in good standing with the Workers' Compensation Board or similar authority within that jurisdiction, and shall maintain such good standing during the term of this Agreement and any subsequent renewals.

RIGHT OF SET OFF

- 13.1 If, under this Agreement, or any document delivered under this Agreement, WorkSafeBC becomes obligated or liable to pay any money to the Contractor, that sum may at the election of WorkSafeBC, and without limiting or waiving any right or remedy against the Contractor, hereunder be set-off against and applied to any amounts which are due and owing by the Contractor to WorkSafeBC pursuant to the Workers Compensation Act, until that amount has been completely set-off pursuant to the Act.

OCCUPATIONAL HEALTH AND SAFETY

- 14.1 The Contractor shall at all times during the term of this Agreement and any subsequent renewals provide a safe and healthy environment for the Injured Worker and comply with all applicable health and safety regulations under the Act. If the Services are provided outside of British Columbia the Contractor shall comply with all applicable health and safety regulations pursuant to the Workers' Compensation legislation in place within that jurisdiction, including but not limited to Occupational Health and Safety Regulations, First Aid Regulations, Occupational Environment Regulations and Workplace Hazardous Materials Information System Regulations.
- 14.2 WorkSafeBC is responsible for Worker and workplace safety in British Columbia, and for ensuring compliance with the Workers Compensation Act (the Act) and the regulations under the Act (the Regulations). As such it is important that any Contractor performing Services for WorkSafeBC complies with the Act and Regulations in order to promote Worker and workplace safety. During the Term of this Agreement the Contractor shall ensure that all work performed in British Columbia by the Contractor, whether for WorkSafeBC or anyone else, whether under this Agreement or not, is performed in compliance with all applicable health and safety regulations and guidelines, including without limitation the Act and Regulations. If the Contractor does not comply with this requirement, the WorkSafeBC may terminate this Agreement for cause.

THREAT AND HAZARD

- 15.1 The Contractor, its employees, servants, agents and subcontractors are required to, as soon as possible and no later than twenty-four (24) hours from being made aware of the threat, report to WorkSafeBC any threats, whether perceived or actual made by Injured Workers. Threats include, but are not limited to: physical threats and suicide threats.

Reports shall be made to the WorkSafeBC Corporate Security Department at (604) 279-7578. If there is imminent danger to anyone, the Contractor shall contact the local policing authorities without delay.

INCIDENT REPORTING

- 16.1 The Contractor shall report, verbally and in writing, to the WorkSafeBC Program Manager of Health Care Services, any physical or psychological trauma sustained by or any complaints relating to service reported by Injured Workers while attending the Contractor's facility. The incident or trauma must be reported within twenty-four (24) hours of the Contractor becoming aware of it having occurred.

COMPLIANCE WITH LAWS AND REGULATIONS

- 17.1 The Contractor shall comply with the provisions of all Provincial and Federal legislation, regulations, orders, and directives and Municipal by-laws in the province in which they operate their business, or as they apply to the provision of Services.

INSURANCE

- 18.1 Commercial General Liability: During the term of this Agreement and any subsequent renewal, the Contractor shall at their own expense and without limiting their liability under this Agreement insure their operations at each Facility location providing the Services described in Schedules A, B, C, D, Attachment 1 and the Hearing Aid Program Reference Manuals, under a contract of either comprehensive or commercial general liability, with an insurer licensed in British Columbia or in the province where the Contractor is located, in an amount of not less than \$2 Million per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. The Contractor shall carry this insurance for the term of the Agreement and any subsequent renewal. Such insurance shall include blanket coverage for contractual liability.
- 18.2 Professional Liability: During the term of this Agreement and any subsequent renewal, the Contractor shall at their own expense and without limiting their liability herein insure their operations under a contract of professional liability with an insurer licensed in British Columbia or such other organization as approved by WorkSafeBC, in an amount of not less than \$1 million per occurrence, insuring against malpractice, including all subcontractors. The Contractor shall carry this insurance for the term of this Agreement and any subsequent renewals.
- 18.3 Evidence: The Contractor shall provide written proof of insurance to WorkSafeBC before entering into this Agreement. In addition, the Contractor shall possess continuing insurance during the Term of this Agreement and provide written proof when requested by WorkSafeBC.

INDEMNIFICATION

- 19.1 The Contractor shall indemnify and hold harmless WorkSafeBC, their directors, officers, employees, agents, and subcontractors, from any and all claims, demands, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Contractor, their directors, officers, employees, servants, agents, and subcontractors, in the performance by the Contractor of this Agreement.

FORCE MAJEURE

- 20.1 Neither Party will be liable for any failure or delay to perform that Party's obligations resulting from any cause beyond that Party's reasonable control, including but not limited to wars, acts of terrorism, riot, fires, strikes, work stoppages or slowdowns, floods, hurricanes, tsunamis, or other extreme climatic events, or delays caused by material shortages. If an event of force majeure occurs, the Party who fails to perform its obligations shall notify the other Party and use commercially reasonable efforts to rectify the event of force majeure and resume its obligations with the least possible delay.

INDEPENDENT CONTRACTOR

- 21.1 The Contractor is an independent Contractor and neither the Contractor, nor their directors, officers, employees, servants, agents, or subcontractors are the directors, officers, employees, or agents of WorkSafeBC.
- 21.2 The Contractor shall not, in any manner whatsoever, commit WorkSafeBC to the payment of any money to any person, firm or corporation.
- 21.3 WorkSafeBC may, from time to time, give such instructions as it considers necessary to the Contractor in connection with the provision of the Services. The Contractor shall comply with these instructions, but the Contractor will not be subject to the control of WorkSafeBC with respect to the manner in which such instructions are carried out except in regard to general WorkSafeBC standards, policies and guidelines.

ASSIGNMENT

- 22.1 The Contractor shall not assign, either directly or indirectly, this Agreement or any rights, duties, or obligations of the Contractor arising pursuant to this Agreement. However, where the Contractor would otherwise be unable to provide the Services the Contractor may, with the written approval of the WorkSafeBC Program Manager of Health Care Services, subcontract a portion of the Services.
- 22.2 Approval of the Contractor's request to subcontract or acceptance of the Services by WorkSafeBC shall not in any way relieve the Contractor of the responsibility for the adequacy of the Services. The Contractor is liable for all damages caused by negligent performance or non-performance of work under this Agreement by the Contractor's Subcontractor or its Subcontractor.
- 22.3 The Contractor shall enter into written agreements with Subcontractors to require them to perform their work as provided in this Agreement and incorporate the terms and conditions of this Agreement into all written agreements with Subcontractors.

- 22.4 If there is a proposed change to the approved Subcontractor, the Contractor shall provide a written request for the approval of the proposed change to both the WorkSafeBC Health Care Services Program Manager and the WorkSafeBC Manager of Corporate and Health Care Purchasing. The Contractor shall not implement the proposed changes unless the changes have been approved by WorkSafeBC.

STANDARD OF CONDUCT

- 23.1 The Contractor shall perform all Services in a professional manner satisfactory to WorkSafeBC, in accordance with the industry codes and/or professional standards as applicable.
- 23.2 WorkSafeBC has a Standards of Conduct Policy, a Personal Harassment Policy, and a Safety in the Workplace Policy. The Contractor and all employees, servants, agents and/or subcontractors shall familiarize themselves with these and conduct themselves accordingly. The three (3) policies will be provided upon request and are available for viewing at <http://www.worksafebc.com> under "Bid Opportunities; Purchasing policies and terms".

CONFLICT OF INTEREST

- 24.1 The Contractor shall ensure that Services are provided to WorkSafeBC without any conflict of interest. Examples of conflict of interest include, but are not limited to:
- a personal relationship between any officer, director, employee, servant or agent of the Contractor and any other person which results in Injured Workers being referred to the Contractor;
 - any officer, director, employee, servant or agent of the Contractor approaching WorkSafeBC personnel, other than the individual designated by WorkSafeBC as responsible for the network of providers, to in any way promote the business of the Contractor or otherwise solicit referrals/requests for Services (this clause does not preclude the Contractor from communicating with the Board Officer regarding specific issues related to Injured Worker treatment plans);
 - the retention of WorkSafeBC employees and/or subcontractors to assess Injured Workers;
 - distribution of promotional material while conducting WorkSafeBC business; and
 - providing advocacy services to Injured Workers regarding the management of their claim by WorkSafeBC.
- 24.2 The Contractor shall provide WorkSafeBC with written notification in the event a conflict of interest arises or is perceived.
- 24.3 In the event that a dispute arises as to whether a conflict of interest exists, such dispute shall be referred to Dispute Resolution as set out in clause 25.1 of this Agreement.

DISPUTE RESOLUTION

- 25.1 In the event of a dispute arising solely in reference to administrative issues or issues related to the quality of service pursuant to this Agreement that cannot be resolved between the Contractor and the Health Care Services Manager, then the issue(s) may be raised to the Dispute Resolution Committee.

- 25.2 No issue can be raised to the Dispute Resolution Committee that:
- (a) Is greater than six (6) months old; or
 - (b) Challenges legislation (“*Workers’ Compensation Act*”).
- 25.3 The Dispute Resolution Committee will not deal with issues regarding non- payment of invoices that are submitted over ninety (90) days from the date of service in respect to section 56 (3) of the *Workers’ Compensation Act*.
- 25.4 The Dispute Resolution Committee shall consist of up to a maximum three (3) members representing the Contractor and up to a maximum three (3) members representing WorkSafeBC. In addition a fourth member representing WorkSafeBC shall act as chair. The chair shall act as a voting member of the committee only if there is a tie.
- 25.5 Only the Contractor involved in the issue may raise it to the Dispute Resolution Committee. A formal meeting of the Dispute Resolution Committee shall be completed within thirty (30) business days of the dispute being raised to the Committee. A written report of the Dispute Resolution Committee’s decision shall be completed within fifteen (15) business days of the Dispute Resolution Committee’s meeting.
- 25.6 Both Parties must submit a comprehensive written document outlining its position, and the remedy sought, on the dispute to the Dispute Resolution Committee. The Contractor shall submit the document at least fifteen (15) business days prior to the Committee and include the names and addresses of the Contractor’s representatives. Health Care Services shall submit its document at least five (5) business days prior to the Committee meeting with a copy to the Contractor and their representatives. The discussion at the formal meeting will be limited to only those points raised in the submissions.
- 25.7 Both Parties shall present their positions at the meeting which shall take place at the premises of WorkSafeBC in Richmond, British Columbia. All expenses associated with attending the meeting shall be the responsibility of the Contractor, unless otherwise recommended by the Dispute Resolution Committee.
- 25.8 If the Dispute Resolution Committee is unable to resolve the issue(s) then the WorkSafeBC Vice-President, overseeing Health Care and/or other WorkSafeBC designate shall be advised of the dispute and the WorkSafeBC Vice-President, overseeing Health Care and the Contractor or designated representatives shall meet to resolve the issue. The decision of the WorkSafeBC Vice-President, overseeing Health Care and/or other WorkSafeBC designate shall be final as per Section 21 (6) of the *Act*. The dispute resolution set out herein shall not in any manner affect an Injured Worker’s rights pursuant to the *Act*.

NON-WAIVER

- 26.1 A Party shall not waive a provision of this Agreement or a breach of this Agreement except in writing and signed by that Party.
- 26.2 The written waiver by either Party of any breach by the other Party of any provision of this Agreement is not to be deemed a waiver of any subsequent breach by that Party of the same or any other provision of this Agreement.

VARIATION OF AGREEMENT

27.1 Except as where otherwise provided for in this Agreement, this Agreement will not be varied unless such variation is in writing and is signed by the Senior Manager of Corporate and Health Care Purchasing and the Contractor.

GENERAL CONTRACT NOTICES

28.1 Any document sent to WorkSafeBC, that either Party may require to give the other may be delivered in the following manner and will be deemed delivered to and received by the address, if:

- Delivered personally, on the date of delivery; or
- Fax, on the date of the fax confirmation; or
- Registered mail, if mailed within British Columbia, within eight (8) days after mailing and if mailed to or outside British Columbia, within fourteen (14) days after mailing; or
- Regular mail, when received by the addressee.

If a dispute arises over whether or not a document has been delivered, the party claiming delivery must provide proof of delivery to:

Contact Name
Provider
Address
Address
Fax #: (604)
Email:

and if to WorkSafeBC:

Senior Manager, Corporate and Health Care Purchasing
WorkSafeBC
6951 Westminster Highway
Richmond, BC, V7C 1C6
Fax #: (604) 276-3260
Email: purchase@worksafebc.com

28.2 Either Party may, from time to time, give to the other written notice of any change of address or service location and after giving notice the address will, for purposes of the preceding paragraph, be deemed to be the address of the Party giving such notice.

TERMINATION

29.1 Termination for Breach: WorkSafeBC reserves the right to terminate all or any part of this Agreement upon the occurrence of any of the following events that includes, but is not limited to:

- (a) the Contractor's failure to deliver the Services in accordance with the terms of this Agreement to the satisfaction of WorkSafeBC; or
- (b) the Contractor's failure to ensure that the Services are provided by the appropriate qualified and/or certified personnel and in compliance with regulations and/or licenses as required by this Agreement; or

- (c) the Contractor's failure to meet the Performance Standards as outlined in Schedules A, B, C, D, Attachment 1 and the Hearing Aid Program Reference Manuals; or
- (d) the Contractor provides Services from a non-approved Facility Location not identified in Schedule C; or
- (e) the Contractor filing of misleading information or misrepresenting Services or billings; or
- (f) the Contractor, their employees, servants, agents and/or subcontractors engaging in behaviour which in the opinion of WorkSafeBC is inappropriate; or
- (g) the Contractor's failure to rectify defaults or breach where notice has been provided under this Agreement.
- (h) failure to provide the required notice of a proposed change to the legal ownership of the Contractor and/or proposed change in the Facility location.

Such termination shall be in writing and may be without notice and will be effective upon receipt of written notice of termination, by the Contractor and shall not result in any penalty or other charges to WorkSafeBC.

- 29.2 Notice of Default or Breach: Without limiting or restricting in any way the Termination for Breach rights as conferred on WorkSafeBC by this Agreement, WorkSafeBC may provide written notification to the Contractor of any breach or default in performance or observance of any of their obligations arising from this Agreement when WorkSafeBC becomes aware of the breach or default in performance.

If the Contractor fails to remedy such default or correct such breach immediately after receiving written notice, WorkSafeBC may at its sole discretion terminate this Agreement in accordance with the Termination for Breach requirements as set out in this Agreement.

- 29.3 Termination for Convenience: Either Party may, without cause, upon a minimum of **sixty (60)** days written notice terminate this Agreement at any time during the Term of this Agreement. Contractors electing to terminate this Agreement must provide written notification to both the WorkSafeBC Program Manager of Health Care Services and the WorkSafeBC Manager of Corporate and Health Care Purchasing. After receipt of such notice, WorkSafeBC will no longer be under further obligation to the Contractor, except to pay the Contractor such amount as the Contractor may be entitled to receive for payment of Services provided to the date of termination.

- 29.4 No Fault Termination: A no-fault termination will occur upon the occurrence of the following events that include but are not limited to:

- legislative amendment to the Workers Compensation Act of British Columbia; or
- significant changes that impact WorkSafeBC business process and system technological operations.

In the event of a no fault termination, WorkSafeBC shall have the right to terminate all or any part of its obligations by written notice to the Contractor, such termination shall be effective upon a minimum of **ninety (90)** days written notice at any time during the Term of this Agreement.

After delivery of written notice to the Contractor, WorkSafeBC will no longer be under further obligation to the Contractor, except to pay the Contractor such amount as the Contractor may be entitled to receive for payment of Services provided up to the date of termination.

MISCELLANEOUS

- 30.1 **Laws:** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, and each of the Parties by their execution of this Agreement irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.
- 30.2 **Headings:** The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 30.3 **Singular/Plural:** In this Agreement wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as the case may be, has been used where the context of the Parties hereto so require.
- 30.4 **Survivability:** The obligations of the Contractor, their employees, servants, agents and subcontractors regarding the confidentiality, retention, disclosure provision to WorkSafeBC and destruction of records survive the termination of this Agreement.
- 30.5 **Severability:** If any provision of this Agreement is for any reason held to be unenforceable or invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the unenforceable or invalid provision had never been included in this Agreement.

ENTIRE AGREEMENT

- 31.1 This Agreement includes the Schedules attached to it, the Contractor's response dated [REDACTED] to WorkSafeBC RFQ #055-2011 - Hearing Aid Provider Services and the Hearing Aid Program Reference Manuals and constitutes the entire agreement between the Parties and supersedes all previous communications, representations, understandings, and agreements whether verbal or written between the Parties with respect to the subject matter of this Agreement.
- 31.2 All schedules, appendices and manuals attached to or specifically referenced to in this Agreement form part of this Agreement including:
- | | |
|---------------------------------------|------------------------------|
| Schedule A | Hearing Aid Program Services |
| Schedule B | Fee Schedule |
| Schedule C | Site Specific Services |
| Schedule D | Privacy Protection Schedule |
| Attachment 1 | Confidentiality Agreement |
| Hearing Aid Program Reference Manuals | |

1.0 OVERVIEW

WorkSafeBC's Hearing Aid Program provides hearing aids and related hearing services to workers who have established claims for occupational noise-induced or traumatic hearing loss. The Hearing Aid Service Providers provide the following services:

1.1 Hearing Aid Fitting

The service includes all services associated with assessing the hearing loss, determining the appropriate type of aid, ordering the aid, educating the worker on the use of the aid and follow up.

1.2 Service and Supplies

This includes both repairs and regular maintenance to the hearing aid as well as the necessary supplies and batteries required to operate a hearing aid.

1.3 Audiologist Diagnostic Assessment

This service provides and in depth evaluation by an Audiologist of the hearing loss to assist the claims officer in making the adjudicative decision. The Audiologist should approach these Injured Workers accordingly as these evaluations may be used for adjudicative decisions.

1.4 Aftercare Services

Adjustments to the Injured Worker's Hearing Aid fitting, including the earmold, may be necessary from time to time and will be undertaken as part of the general aftercare services.

2.0 REFERENCE MANUALS

- 2.1 All staff must be aware of the documentation, education, hearing aid selection, hearing testing and other clinical requirements as outlined in the Clinical Reference Manual and Administrative Reference Manual.
- 2.2 The Clinical Reference Manual and Administrative Reference Manual are the procedural Manuals for services under this agreement.
- 2.3 The Clinical Reference Manual also includes the mandatory clinical practices to which all Providers must adhere to.
- 2.4 WorkSafeBC reserves the right to revise procedures within the Clinical Reference Manual and Administrative Reference Manual should operational, legislative or technological changes occur.
- 2.5 The Service Provider will receive written notification from the WorkSafeBC Program Manager or designate of any changes.
- 2.6 The Service Provider will be provided with the Clinical Reference Manual and Administrative Reference Manual upon contract award.
- 2.7 The Service Provider is responsible for maintaining the Clinical Reference Manual and Administrative Reference Manual, incorporating any updates and communicating these updates with all staff members.

3.0 REQUIREMENTS OF PROVIDER

- 3.1 The Service Provider should have accounts set up and be able to provide hearing aids from two (2) or more Manufacturers.
- 3.2 The staff offering Hearing Aid Program Services must be licensed and in good standing as either an Audiologist/Hearing Instrument Practitioner or a Hearing Instrument Practitioner with the College of Speech and Hearing Health Professionals of British Columbia (CSHHPBC).
- 3.3 The Audiologist/Hearing Instrument Practitioner or a Hearing Instrument Practitioner must have one year (full time equivalency) experience as a licensed practitioner in order to service WorkSafeBC injured workers. A written submission to and approval from the WorkSafeBC Program Manager is required if an exception is requested.
- 3.4 The Audiologist performing Audiologist Diagnostic Assessments must have a minimum of one (1) year of diagnostic experience.
- 3.5 The Audiologist performing Audiologist Diagnostic Assessments must be registered and in good standing with the College of Speech and Hearing Health Professionals of British Columbia (CSHHPBC). If the Audiologist doing the assessment is not providing any hearing aid services then the Audiologist does not need to be licensed as a Hearing Instrument Practitioner.

4.0 FACILITY REQUIREMENTS

- 4.1 Premises must be in professional space that reflects the clinic's health care function. The space must provide adequate space for a reception/waiting area, audiometric testing room and consulting room.
- 4.2 Consulting and testing rooms must be constructed in such a manner to ensure that proceedings between Providers and Injured Workers are confidential.
- 4.3 Premises must have wheelchair access.
- 4.4 Injured Workers visiting the premises should have ready access to toilet facilities.
- 4.5 The facility must have a sound treated room meeting the current ANSI Standard for Maximum Permissible Ambient Noise Levels for Audiometric Test Rooms.
- 4.6 The facility must have the following equipment and conform to the current Canadian Standards Association (CSA) and/or American National Standards Institute (ANSI) standards:
 - Clinical or portable audiometer capable of air, bone, masking and speech testing (must be calibrated annually);
 - Probe microphone measurement equipment (must have RECD capability and speech stimuli)
 - Electroacoustic Hearing Aid analyzer/test box;
 - Listening Tube / stethoscope
 - Otoscope;

- Hearing Aid & earmold modification tools;
 - Sterilization System; and
 - Appropriate Hearing Aid fitting hardware and software.
- 4.7 The full range of Hearing Aid Services must be available at the site and must meet the requirements of the clinical standards. Injured Workers must be able to receive timely clinical services and obtain professional advice and support when needed. To ensure this level of customer service, Hearing Aid Clinics should have an Audiologist/Hearing Instrument Practitioner or a Hearing Instrument Practitioner available on site at least twenty-one (21) hours per week. The clinic should be open five (5) days per week during normal business hours, excluding statutory holidays. The support staff must be well trained and available to provide a quality service to Injured Workers.
- 4.8 In the event there is a proposed change to the legal ownership of the Service Provider, a proposed change in the Facility Location, a change in the operating hours of the clinic or change in hours of practitioner availability the Service Provider shall provide written notification of such proposed change, along with the Hearing Aid Clinic Re-Qualification form as appropriate, to the WorkSafeBC Manager of Corporate and Health Care Purchasing as per the Agreement Clause 3.0 Change In Ownership and/or Location.

A notice of proposed changes to a Facility Location is required even for a temporary move.

5.0 OUT OF CLINIC SERVICES

- 5.1 Out of Clinic Services must only be performed at the worker's place of residence or care facility/hospital.
- 5.2 Out of Clinic Services are limited to care and maintenance of Hearing Aids and can be provided with the discretion with the provider. The services must be requested by the Injured Worker, and not solicited by the Provider.
- 5.3 Hearing tests and dispensing of Hearing Aids can only be conducted outside of the clinic in the situation that the worker has a medical limitation that prevents them from leaving their place of residence.
- 5.4 The Service Provider can charge travel to the worker's residence or care facility when the worker is medically unable to travel to a clinic. Pre approval by the claims officer is required.

6.0 FITTING SERVICES

- 6.1 Potential WorkSafeBC Claims: In the event that a Service Provider is approached by a potential WorkSafeBC Injured Worker who has not yet initiated a claim, the Clinic or Service Provider shall make the person aware of his/her possible hearing loss claim eligibility. The Service Provider shall inform the potential WorkSafeBC Injured Worker that the Injured Worker may contact WorkSafeBC to discuss claim initiation and claim entitlement. The Service Provider shall not make specific comments about claim entitlement, but may provide an application form and/or the teleclaim number (1 888 Workers) to the potential Injured Worker for the Injured Worker to complete. The Service Provider shall not attach business cards or any commercial

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- literature to the form. If a Service Provider is in doubt about the status of an individual, he/she may check claim status online at www.worksafebc.com.
- 6.2 The Service Provider is responsible for ensuring that an Injured Worker is entitled to hearing aid services before providing Services. Injured Workers with an accepted hearing loss claim will be issued a letter confirming the accepted claim.
- 6.3 It is the Service Provider's responsibility to ensure that the Injured Worker is entitled to Hearing Aids prior to ordering Hearing Aids from a Manufacturer. If Hearing Aids are ordered and the Worker is not entitled, the Service Provider is responsible for these costs.
- 6.4 The worker can choose to purchase a Hearing Aid while their claim is pending; however, the worker must be informed that if the claim is subsequently accepted the aid may not be reimbursed. The Provider must document that the worker has been informed that the aid may not be reimbursed.
- 6.5 The Service Provider shall not accept any money from a potential WorkSafeBC Injured Worker for providing or assisting in filling out WorkSafeBC application forms.
- 6.6 The Service Provider shall provide the Services described in Schedules A and B and the Reference Manuals when fitting all Hearing Aids. WorkSafeBC shall reimburse the Service Provider for the cost of fitting and maintenance of Hearing Aids as stated in Fee Schedule B.
- 6.7 WorkSafeBC shall purchase Hearing Aids directly from Manufacturers, and not from the Service Provider, except in exceptional circumstances as approved by a WorkSafeBC Board Officer or as part of the Cost Share Arrangement described in 8.2.
- 6.8 The Service Provider shall track the delivery of all Hearing Aids between both the Manufacturer and the Service Provider and the Service Provider and the Injured Worker. The Service Provider shall investigate any products deemed delayed or lost in transit. This will apply for the initial purchase, any subsequent replacement/exchange of Hearing Aids and any return to the Manufacturer for any reason.
- 6.9 Any Hearing Aid provided to an Injured Worker requires the Manufacturer's twenty-four (24) month full parts and labour warranty.
- 6.10 If an inappropriate Hearing Aid, as determined by WorkSafeBC, is fitted to the Injured Worker the Service Provider shall reimburse WorkSafeBC any costs incurred.
- 6.11 The Service Provider is responsible for providing the Education Pamphlet "Your hearing aids, your hearing aid clinic, and you" and explanation of its contents with each Hearing Aid Fitting Service.
- 6.12 The Injured Worker must confirm acceptance of the Hearing Aid(s) following the Trial Period as outlined in Reference Manual -Administrative. The Service Provider shall document the acceptance in the Injured Worker's file and shall be made available to WorkSafeBC upon request.
- 6.13 The Service Provider is responsible for completing the "Hearing Aid Provider Serial Number Record Form" (69D9) and submitting the form to WorkSafeBC each time a Hearing Aid is

received from the Manufacturer, accepted by the Injured Worker and returned to the Manufacturer.

- 6.14 It is the responsibility of the Service Provider to take all reasonable steps to ensure that an Injured Worker fully understands the contents of any documents they are signing that relate to services and/or products for which a scheduled fee is payable.
- 6.15 Injured Workers, and/or Service Providers must not sign declaration forms in advance of services received or rendered.

7.0 HEARING AID FITTING

- 7.1 All Hearing Aid Services must be in compliance with the WorkSafeBC Reference Manuals.
- 7.2 The Service Provider must submit the following to WorkSafeBC for all fittings
- A current audiogram with the cover sheet (83D110); and
 - Current real ear measures with the cover sheet (83D110) indicating inappropriate function of current Hearing Aid(s). If sound field measures are used, an appropriate explanation for their use must be provided.
- 7.3 Trial Period and Acceptance of Hearing Aid(s):
- 7.3.1 Workers are entitled to a sixty (60) calendar day Trial Period to assess if the Hearing Aid is acceptable to him or her. The Worker may accept the Hearing Aid at anytime during the trial period.
- 7.3.2 Upon acceptance of the Hearing Aid(s), the Injured Worker must provide confirmation that they have read and agreed with the language below. This documentation must be maintained on file and be readily available to WorkSafeBC upon request. Verbal approval is sufficient when it is not practical for the worker to come into the clinic to sign the form.
- “I realize that I had up to sixty (60) days to assess my hearing aid(s). I now find that my hearing aid(s) are beneficial to me and have decided to keep them. I understand that my hearing aid(s) will be replaced only if necessary. If problems arise with my hearing aid(s) I will return to the Service Provider in a timely manner.”*

8.0 COSTS ABOVE FEE SCHEDULE

8.1 Special Consideration

- 8.1.1 WorkSafeBC, on a case-by-case basis may consider exceptional circumstances in which WorkSafeBC will cover the full cost of the Hearing Aid(s), and/or additional features which would cause the invoice cost to exceed the Hearing Aid Price Cap. In all such cases prior approval from WorkSafeBC Hearing Loss Claims Department must be obtained. The Service Provider must inform the Manufacturer that prior approval has been received from WorkSafeBC Hearing Loss Claims in every instance when invoice costs will exceed the maximum WorkSafeBC limit.

- 8.1.2 The following shall be provided by the Service Provider for consideration of exceptional circumstances:
- A statement of explanation outlining why such a device is required;
 - A list of situations where the Injured Worker encounters difficulty with the current Hearing Aids;
 - Reasons why and how this instrument would better meet the Injured Worker's needs (for example the request for an autocoil must demonstrate why a regular telecoil is inappropriate to meet the Injured Worker's needs); and
 - A current audiogram (with the cover sheet) containing pure tone air and bone conduction thresholds, speech reception threshold, speech recognition scores in quiet and in noise, uncomfortable listening levels, and any relevant Hearing Aid evaluation measures showing to the satisfaction of WorkSafeBC Hearing Loss Claims Department that the hearing loss cannot be reasonably addressed by alternative amplification.

8.2 Cost Share

- 8.2.1 If an Injured Worker chooses a Hearing Aid that exceeds the Hearing Aid Price Cap, and chooses to enter into a Cost Share Arrangement with the Service Provider, the Service Provider shall be invoiced by the Manufacturer for the Hearing Aid chosen.
- 8.2.2 The Service Provider may invoice WorkSafeBC for the fitting fee and Hearing Aid Price Cap (WorkSafeBC's Contribution). The Injured Worker will be invoiced the difference between the private pay price and the WorkSafeBC's contribution, as stated above.
- 8.2.3 WorkSafeBC's contribution as stated in Schedule B of the Cost Share Arrangement, applies to any purchase of Bone Anchored Hearing Aids (BAHA's).
- 8.2.4 For any Cost Share the Service Provider must:
- Allow WorkSafeBC Injured Worker the opportunity to try Hearing Aid(s) at price points within WorkSafeBC's maximum limits;
 - Take all reasonable steps to ensure that the Injured Worker fully understands the contents of the Cost Share Arrangement and the responsibilities of WorkSafeBC, the Service Provider and the Injured Worker;
 - Not pressure the Injured Worker into trying Hearing Aids for which the Cost Share Arrangement applies;
 - Reimburse the Injured Worker any amount paid, should the Injured Worker return the Hearing Aid(s). The Service Provider shall reimburse the Injured Worker within thirty (30) business days; and
 - Ensure all Hearing Aids have a Manufacturer's full parts and labour warranty.

The Service Provider shall obtain the Worker's signature indicating that they have been made aware of other options and have chosen to enter into a Cost Share Arrangement and keep this in the Worker's file.

- 8.2.5 In Cost Share Arrangements the Service Provider is responsible for the delivery to and receipt of the Hearing Aid to the Injured Worker. Hearing Aids delayed or lost in transit between the Manufacturer and the Service Provider or the Service Provider and the Injured Worker shall be the responsibility of the Service Provider. This applies to both

the initial purchase and any subsequent replacement/exchange of cost share Hearing Aids.

8.3 CROS-BiCROS

- 8.3.1 The Service Provider shall obtain Board Officer pre-approval for fitting CROS or BiCROS Hearing Aids, if the cost of the entire system exceeds the Hearing Aid Price Cap.

9.0 HEARING AID REPLACEMENT

9.1 General Criteria

- 9.1.1 WorkSafeBC will replace an Injured Worker's Hearing Aid(s) only when necessary. In all instances the requirements of 9.1.6 must be demonstrated. The frequency of replacement Hearing Aids will be audited by WorkSafeBC.
- 9.1.2 The Service Provider must obtain prior authorization from WorkSafeBC Hearing Loss Claims Department before proceeding with any replacements for hearing aids that are less than 5 years old. The Hearing Loss unit will determine if a replacement is warranted for all hearing aids that are less than 5 years old.
- 9.1.3 Hearing Aids that are greater than 5 years old do not require prior approval from WorkSafeBC Hearing Loss Claims Department but must meet the requirements listed in 9.1.6. WorkSafeBC's intent is not to automatically replace Hearing Aids every five (5) years, simply because this time period has elapsed.
- 9.1.4 Hearing Aids cannot be replaced while under Manufacturer or repair warranty without prior authorization from WorkSafeBC.
- 9.1.5 Hearing Aids cannot be replaced if the present hearing aids are functionally appropriate.
- 9.1.6 The criteria for an appropriate hearing aid replacement are:
- Hearing Aid is not functioning properly **AND** the cost of repair is no longer considered cost effective;
 - Hearing Aid fit is inappropriate **AND** the cost of a new shell is no longer considered cost effective;
 - Hearing Aid circuitry is inappropriate **AND** the cost of replacing the circuit is no longer considered cost effective; or
 - Significant change in hearing: audiometric test results show that the Injured Worker's hearing has changed by a minimum of 20 dBHL in three or more frequencies 500 Hz – 4000 Hz and affects audibility. The initial Hearing Aid fitting should accommodate any changes less than this.
 - At the discretion of the WorkSafeBC Hearing Loss Claims Department.

9.2 Documentation and Approval for Replacement

- 9.2.1 The Service Provider must submit the following to WorkSafeBC for all replacements
- Hearing Aid replacement information form (51W6) indicating reason(s) why the Hearing Aid(s) should be replaced; and
 - A current audiogram with the cover sheet (83D110); and
 - Current real ear measures with the cover sheet (83D110) indicating inappropriate function of current Hearing Aid(s). If sound field measures are used, an appropriate explanation for their use must be provided.
- 9.2.2 For Hearing Aids that are less than 5 years old the above documentation must be submitted to WorkSafeBC **prior** to the commencement of a new Hearing Aid trial.
- 9.2.3 For Hearing Aids that are less than 5 years old the Service Provider must wait for approval before ordering the replacement hearing aids.
- 9.2.4 The Service Provider shall be responsible for the cost of any Hearing Aid(s) ordered without required pre-authorization.
- 9.2.5 At the time of replacement, the Service Provider must submit the following:
- Hearing Aid Provision and Services Invoice form (51W12); and
 - Real ear measures with the cover sheet (83D110), to include but not limited to: targets created by recognized prescriptive method, speech signal at soft and conversational levels and MPO measures. If sound field measures are used, an appropriate explanation for their use must be provided at the time of replacement.
 - Hearing Aid Provider Serial Number Record form (69D9)

10.0 LOST OR DAMAGED HEARING AIDS

- 10.1 The WorkSafeBC Hearing Loss Claims Department must authorize replacement of all lost or damaged Hearing Aids. The Hearing Loss Claims Department will provide the Injured Worker with a letter indicating that the replacement has been authorized.
- 10.2 Replacement of damaged Hearing Aid(s) can only be performed if it is a more cost effective than repair.
- 10.3 The Service Provider must submit the following documentation once the Hearing Aid has been replaced.
- A current audiogram with cover sheet (83D110);
 - Hearing Aid replacement information form (51W6) indicating the rationale for the choice of replacement aid;
 - Hearing Aid provision and Services invoice form (51W12); and
 - Real ear measures with the cover sheet (83D110), to include but not limited to: targets created by recognized prescriptive method, speech signal at soft and conversational levels and MPO measures. If sound field measures are used, an appropriate explanation for their use must be provided at the time of replacement.
 - Hearing Aid Provider Serial Number Record form (69D9)

- 10.4 If replacement is authorized, the Hearing Aid must be comparable to the original in terms of features, and cost, unless it can be established to the satisfaction of WorkSafeBC that there is a requirement for a different Hearing Aid which must be documented on the Replacement Form.

11.0 HEARING AID REPAIR

- 11.1 It is the Service Provider's responsibility to confirm that the Hearing Aid serial number matches that of the serial number of the Hearing Aid purchased by WorkSafeBC prior to any repairs. If the serial number does not match, the Service Provider must advise Health Care Services.
- 11.2 A Hearing Aid replacement request should be made if the Hearing Aid is not functioning properly and the cost of repair is no longer considered cost effective.

12.0 AUDIOLOGIST DIAGNOSTIC ASSESSMENT

- 12.1 All Audiologist Diagnostic Assessments must be requested by the Claims Officer and performed according to the Standards in the Reference Manual-Clinical.
- 12.2 All Audiologist Diagnostic Assessments must be performed by an Audiologist who is working in a clinic with a current WorkSafeBC Hearing Aid Provider Agreement.
- 12.3 The Service Provider will provide a list of all Audiology Service Staff providing Services under the Service Provider's payee number to WorkSafeBC Health Care Services. Any changes to Audiology staff shall be reported to WorkSafeBC Health Care Services within ten (10) business days of the change.
- 12.4 An Audiological Diagnostic Report must be must be received within five (5) business days after the completion of the evaluation and submitted using the 51D4 Form.
- 12.5 Accompanying audiograms, real ear measurements and Manufacturer invoices must be submitted using the 83D110 form (cover sheet).

13.0 DOCUMENTATION

- 13.1 **Injured Worker Records:** The Service Provider shall create and maintain an accurate and complete Injured Worker record for each Injured Worker. Refer to the Reference Manuals for further details.
- 13.2 **Serial Number Record:** The Service Provider is required to complete the "Serial Number Record Form" (69D9) each time a hearing aid is supplied to a worker or returned.
- 13.3 **Confidentiality Agreement:** All Injured Workers must sign the confidentiality agreement in the "Your hearing aids, Your Hearing Aid Clinic, and You" pamphlet prior to performing any hearing aid services.

- 13.4 **Personal Release Consent Form:** The Service Provider is responsible for detaching the Personal Release Consent Form from the Education Pamphlet, explaining its content and having the Injured Worker sign and date the form (Schedule C, 1.3.8) prior to providing services. The Personal Release Consent Form is to remain in the Injured Worker's file.

14.0 PERFORMANCE STANDARDS, ISSUES AND QUALITY ASSURANCE

- 14.1 The Injured Worker must be seen within one week of requesting an appointment date for all services.
- 14.2 WorkSafeBC will conduct regular performance assessments to determine the quality of Services provided by the Service Provider.
- 14.3 The Service Provider is expected to provide timely documentation containing complete and accurate information.
- 14.4 WorkSafeBC may periodically conduct a clinic site visit at its discretion to ensure the Service Provider is adhering to all Service requirements as stated in this Agreement including the Reference Manuals.
- 14.5 The following parameters will be monitored and measured against provincial averages:
- Program Costs: for ongoing claims – both average cumulative claims cost and average claims cost during the reporting period
 - Hearing Aid Return Rate: A Hearing Aid is counted as returned if the Manufacturer has been paid for hearing aids multiple times following the initial fitting
 - Average Battery Utilization per Injured Worker:
- 14.6 Where the Service Provider fails to meet the performance standards, WorkSafeBC will consult with the Service Provider for remedial actions.
- 14.7 Service Providers not meeting any of the above standards may be removed from the Provider Network.

15.0 CONFLICT OF INTEREST

- 15.1 A Service Provider, who is also a WorkSafeBC authorized Industrial Audiometric Technician, shall not self refer a Worker for a Hearing Aid, where it has been determined that the Worker has a hearing loss by means of an Industrial Hearing Test. The Service Provider shall not discuss items beyond the scope of an Industrial Audiometric Technician. This includes but is not limited to providing business cards, other promotional material or the need for hearing aids.
- 15.2 Audiologists requested by WorkSafeBC to provide an "Audiologist Diagnostic Assessment" must not assume that if a WorkSafeBC Injured Worker is referred to their clinic for a diagnostic assessment that he/she will return for a Hearing Aid fitting. Ear mold impressions should not be taken at these appointments, nor should any discussion be entered into with the Injured Worker regarding amplification on WorkSafeBC's behalf. Service Providers should not comment on cause and effect relationship between work history and hearing loss.

SCHEDULE B

FEE SCHEDULE – HEARING PROGRAM SERVICES

Fee Code	Service	Business Rules	March 1, 2012 to February 28, 2015	March 1, 2015 to February 28, 2017
	1.0 Fitting and Dispensing Fee			
19680	Hearing Aid Fitting Fee Includes: <ul style="list-style-type: none"> • Any hearing assessments required to select the most appropriate type of Hearing Aid; • Ear impression, Hearing Aid selection, fitting,(including programming of multiple memory aids), verification and any adjustment of Hearing Aid, or earmold if required; • Instructions to the Injured Worker concerning operation, care and maintenance of device; • Any follow-up for one (1) year including on site repairs, counseling and fitting adjustments; and • Distribution of Education Pamphlet and explanation of its contents to the Injured Worker. 	<ul style="list-style-type: none"> • CROS-BiCROS fitting is considered as one (1) aid fitting fee in addition to Dispensing Fee. • Fee does not include the invoice cost of an earmold, which can be invoiced along with the fitting fee. • WorkSafeBC will not pay for Remote Controls, Remote Control Programmers, Hearing Aid Programmers, Amplification Devices, Special Telephones, or the maintenance or repair of any such device. • If a re-evaluation has been provided and invoiced within six (6) months prior to a fitting fee being invoiced, the fitting fee must be reduced by fifty dollars (\$50.00). • In order to receive this fee, the Service Provider must distribute the Education Pamphlet. • Must include audiogram and real ear measurements with the cover sheet (83D110). • If a lost Hearing Aid is replaced after one year the Hearing Aid Fitting Fee may be invoiced. If a lost Hearing Aid is replaced prior to one (1) year, the Re-fitting Fee for Lost Hearing Aid may be invoiced. 	\$490.00 Flat Fee Per Aid	\$493.00 Flat Fee Per Aid
19681	First Time Fitting Fee	<ul style="list-style-type: none"> • Shall be invoiced with the Fitting Fee. • The Service Provider may invoice a first time fitting fee in addition to a fitting fee only for Injured Workers with a newly accepted claim who have never before received a Hearing Aid under WorkSafeBC Hearing Aid Program. 	\$30.00 Flat Fee Per Injured Worker (total, not per hearing aid)	\$35.00 Flat Fee Per Injured Worker (total, not per hearing aid)

Fee Code	Service	Business Rules	March 1, 2012 to February 28, 2015	March 1, 2015 to February 28, 2017
	1.0 Fitting and Dispensing Fee			
19625	First Time Fitting 6-months Follow up Fee	<ul style="list-style-type: none"> Per Injured Worker with a newly accepted claim. Billable six (6) months to twelve (12) months following the fitting. Only billable when worker is seen in person 	\$30.00 Flat Fee Per Injured Worker	\$35.00 Flat Fee Per Injured Worker
19685	CROS-BiCROS Dispensing Fee If the claim is accepted for one ear only, the system requires pre-approval if the cost (including the Hearing Aid) exceeds \$700.00. If the claim is accepted for two ears, the system requires pre-approval if the cost (including the Hearing Aid) exceeds \$1,400.00.	<ul style="list-style-type: none"> Fee is in addition to one Fitting Fee. Cover sheet (83D110) with audiogram and real ear measurements must be received by WorkSafeBC. 	\$115.00 Flat Fee Per Injured Worker	\$125.00 Flat Fee Per Injured Worker
19686	Assistive Listening Device (ALD) Dispensing Fee Applies only when a device requires an assessment, counseling or training in the use of device.	<ul style="list-style-type: none"> Must be pre-authorized by WorkSafeBC. Not billable if a fitting fee applies. Device will be billed as per the Manufacturer's invoice cost. Cover sheet with Manufacturer's invoice must be received by WorkSafeBC and stamped "copy only - not for processing." 	\$130.00 Per Injured Worker	\$132.00 Per Injured Worker
19626	Re-fitting Fee for Lost Hearing Aid	<ul style="list-style-type: none"> For re-fitting when a hearing aid is lost within twelve (12) months of the original fitting. Includes services as per Hearing Aid Fitting Fee above including any follow-up for 1yr. 	\$104.00 Per Ear	\$106.00 Per Ear
19627	Deductible for Lost Hearing Aid	<ul style="list-style-type: none"> Must be pre-authorized by WorkSafeBC. For reimbursement of Manufacturer deductible for lost hearing aids under warrantee. Cover sheet with Manufacturer's invoice must be received by WorkSafeBC and stamped "copy only - not for processing." 	Manufacturer's invoice cost	Manufacturer's invoice cost
19637	Ear-Level Sound Generator Fitting Fee	<ul style="list-style-type: none"> Must be pre-authorized by WorkSafeBC Fee does not include the invoice cost of an earmold, which can be invoiced along with the Fitting Fee or Combination Device Fitting Fee. 	\$104.00 Per Ear	\$106.00 Per Ear

Fee Code	Service	Business Rules	March 1, 2012 to February 28, 2015	March 1, 2015 to February 28, 2017
	1.0 Fitting and Dispensing Fee			
19631	<p>Combination Device Fitting Fee</p> <ul style="list-style-type: none"> • Ear impression, Device selection, fitting,(including programming of multiple memory aids), verification and any adjustments of device, or earmold if required; • Instructions to the Injured Worker concerning operation, care and maintenance of device; • Any follow-up for one (1) year including on site repairs, counseling and fitting adjustments; and • Refitting a Combination Device within one (1) year of fitting if replaced under the Manufacturer's warranty. • Distribution of Education Pamphlet and explanation of its contents to the Injured Worker. 	<ul style="list-style-type: none"> • Must be pre-authorized by WorkSafeBC. • Fee does not include the invoice cost of an earmold, which can be invoiced along with the fitting fee. • Must not be invoiced with the hearing aid Fitting Fee or the Ear Level Sound Generator Fitting Fee. • Cover sheet (83D110) with audiogram and real ear measurements must be received by WorkSafeBC. 	\$595.00 Per Ear	\$600.00 Per Ear
19630	<p>Bed-Side Sound Generator Dispensing Fee</p> <p>Applies only when a device requires an assessment, counseling or training in the use of device.</p>	<ul style="list-style-type: none"> • Must be pre-authorized by WorkSafeBC. • Only billed once per bed-side sound generator. 	\$32.00 Per Sound Generator	\$34.00 Per Sound Generator
	2.0 Service Fees			
19687	<p>In-house Service</p> <p>Includes:</p> <ul style="list-style-type: none"> • Parts, fabrication & dispensing for minor in-house service, adjustments, reprogramming and/or repairs such as battery doors, re-tubing earmolds, ear hooks, soft coat, removing wax and changing wax guards from the Hearing Aid. 	<ul style="list-style-type: none"> • Flat Fee – Maximum four times per year-per aid. • Not billable within twelve months of a fitting fee. • Not billable with an out-of-office repair fee, except if the in-house service is for an earmold and the out-of-office repair is for a BTE Hearing Aid for the same ear. • May be invoiced simultaneously with the re-evaluation fee. 	\$30.00 Per Aid	\$35.00 Per Aid

Fee Code	Service	Business Rules	March 1, 2012 to February 28, 2015	March 1, 2015 to February 28, 2017
	2.0 Service Fees			
19688	<p>Out-of-office Remake or Repair Applicable when aid must be sent to Manufacturer either to return the Hearing Aid (or remote control if it was included with the hearing aid) to the Manufacturer's specifications or when a circuit and/or shell change is necessary to meet the needs of the Injured Worker. Includes:</p> <ul style="list-style-type: none"> Evaluation before and/or after to determine if repair, circuit and/or shell change meets needs of the Injured Worker; and Insurance and handling charges to the Manufacturer. 	<ul style="list-style-type: none"> Flat Fee – Maximum once (1) every six (6) consecutive months – Per Aid. Not billable if a fitting fee applies. Not billable in conjunction with in-house service except as stated above. May be invoiced in conjunction with a re-evaluation fee. Cover sheet with Manufacturer's invoice (describing repair, cost of repair, insurance & handling) must be received by WorkSafeBC and stamped "copy only - not for processing." 	<p>\$58.00 Per Aid</p>	<p>\$60.00 Per Aid</p>
19682	<p>Hearing Aid Return Applicable if a Hearing Aid is returned within sixty (60) calendar days after the fitting and no other device is fitted.</p>	<ul style="list-style-type: none"> Not billable if a fitting fee or dispensing fee applies. Fitting Fee must be credited to WorkSafeBC if previously invoiced. 	<p>\$104.00 Per Aid</p>	<p>\$106.00 Per Aid</p>
19691	<p>Ear Impression Applicable when a replacement shell is required for a custom Hearing Aid or a replacement earmold for a Behind-the-Ear (BTE) Hearing Aid.</p>	<ul style="list-style-type: none"> Flat Fee-Maximum one time per year-per ear. Not billable if fitting or dispensing fee applies. 	<p>\$32.00 Per Ear</p>	<p>\$34.00 Per Ear</p>

Fee Code	Service	Business Rules	March 1, 2012 to February 28, 2015	March 1, 2015 to February 28, 2017
	2.0 Service Fees			
19692	<p>Re-evaluation of the Injured Worker/Hearing Aid(s) Applicable two (2) times during life of the Hearing Aid at the Service Provider's discretion when Injured Worker presents to his current Service Provider, unsolicited, with a complaint after one year or more from his/her most recent Hearing Aid fitting.</p> <p>Includes:</p> <ul style="list-style-type: none"> • Any necessary evaluation for continued Hearing Aid management of the Injured Worker. • 	<ul style="list-style-type: none"> • Flat Fee – Per Injured Worker. • Cannot be billed during 1st year following fitting. • Up to two (2) times during life of Hearing Aid. • Not billable if fitting fee applies. This fee may not be invoiced if the re-evaluation results in a new hearing aid fitting. If a re-evaluation has been provided and invoiced within six months prior to a new hearing aid fitting, the fitting fee must be reduced by fifty dollars (\$50.00). • May be invoiced simultaneously with an in-house service fee. • May be invoiced simultaneously with an out of office repair fee. • Cover sheet (83D110) with audiogram and real ear measurements (if required) must be received by WorkSafeBC. 	<p>\$58.00 Per Injured Worker</p>	<p>\$60.00 Per Injured Worker</p>
19628	<p>Clinic Transfer Fee Includes any necessary evaluation for continued Hearing Aid management of the Injured Worker.</p>	<ul style="list-style-type: none"> • Only billable if worker transfers to a clinic with a different legal ownership and requires evaluation. • Cannot be invoiced in conjunction with the hearing aid fitting fee. • May be invoiced simultaneously with an in-house service fee. • May be invoiced simultaneously with an out of office repair fee. • Cover sheet (83D110) with audiogram and real ear measurements (if required) must be received by WorkSafeBC. 	<p>\$104.00 Per Injured Worker</p>	<p>\$106.00 Per Injured Worker</p>

Fee Code	Service	Business Rules	March 1, 2012 to February 28, 2015	March 1, 2015 to February 28, 2017
	3.0 Audiologist Diagnostic Assessment			
19696	Audiologist Diagnostic Assessment Must be pre-approved and/or referred by a WorkSafeBC Board Officer or designate. Includes report (51D4) with content and format described in Schedule A and the Reference Manual-Clinical.	<ul style="list-style-type: none"> • Report must be received within five (5) business days after completion of the assessment. • Shall not be invoiced in conjunction with a fitting fee. 	\$93.00 Per Assessment	\$95.00 Per Assessment
	4.0 Accessories			
19693	<p>Accessories listed below do not require pre-approval from WorkSafeBC but are to be dispensed only on an as needed basis.</p> <p>Accessories include: dry aid kits, ear gene, wax guard kits, wax removal kits, hearing aid cleaning tools, earmold cleansing tablets, telephone ear pads, CROS and BiCROS cords, safety loop, stick and stays, oto-ferm, comply soft wraps, sanitation cleaner, superseals, CFA tubes, ear mold blowers and items (e.g. tubes/domes) for open-fittings,. For any other item not listed above the Service Provider must obtain pre-approval from the Hearing Loss Claims Department. This includes Global Dry and Store Kits and amplified telephones. This also includes remote controls if the Hearing Aid Price Cap is exceeded.</p>	<ul style="list-style-type: none"> • Reason for dispensing the item(s) must be submitted with invoice. • The Workers Compensation Act (21.6), states that fees for any health care furnished shall not be more than would be properly and reasonably charged to the Injured Worker if the worker were paying as a private individual and not as a WorkSafeBC Injured Worker. • Any item not listed and that does not have pre-approval is not billable. • When applicable, accessories shall include a warranty against defective material, workmanship, and performance. 	Private Pay Price	Private Pay Price

Fee Code	Service	Business Rules	March 1, 2012 to February 28, 2015	March 1, 2015 to February 28, 2017
	4.0 Accessories			
19562	HAPS – Accessories over \$100.00 The Service Provider must obtain pre-approval from the Hearing Loss Claims Department for any accessory over \$100.00. This includes Global Dry and Store Kits and amplified telephones. This also includes remote controls if the Hearing Aid Price Cap is exceeded.	<ul style="list-style-type: none"> Reason for dispensing the item(s) must be submitted with invoice. The Workers Compensation Act (21.6) states that fees for any health care furnished shall not be more than would be properly and reasonably charged to the Injured Worker is the worker were paying as a private individual and not as a WorkSafeBC Injured Worker. Any item that does not have pre-approval is not billable. When applicable, accessories shall include a warranty against defective material, workmanship and performance. 	Private Pay Price	Private Pay Price
19694	Batteries do not require pre-approval from WorkSafeBC. The aid must be powered with the maximum strength battery available for that aid. The Injured Worker will be supplied an appropriate number of batteries during the Hearing Aid trial fitting process and for the lifetime of the Hearing Aid.	<ul style="list-style-type: none"> Injured Worker will be supplied with appropriate number of batteries for a minimum of 6 months and a maximum of 12 months. Invoice on the Battery Invoice (51D3), separate from other services. Injured Worker's signature to confirm battery receipt must be maintained in the worker's file. 	\$1.28 Per Cell	\$1.28 Per Cell
19699	Ear Mold	<ul style="list-style-type: none"> Manufacturer's invoice cost of ear mold. Includes any shipping and handling costs applied by Manufacturer. Cover sheet with Manufacturer's invoice must be received by WorkSafeBC and stamped "copy only - not for processing". 	Manufacturer's invoice cost	Manufacturer's invoice cost
	5.0 Hearing Aid Cost Share Arrangement			
19695	If the Hearing Aid exceeds the Manufacturer's price of \$700.00, and the Injured Worker wishes to enter into a Cost Share Arrangement.	<ul style="list-style-type: none"> WorkSafeBC Contribution = Fitting Fee plus Hearing Aid Price Cap. Injured Worker Portion = the difference in retail (private-pay) price of the Hearing Aid and WorkSafeBC's contribution. 	Fitting Fee + Hearing Aid Price Cap	Fitting Fee + Hearing Aid Price Cap

Fee Code	Service	Business Rules	March 1, 2012 to February 28, 2015	March 1, 2015 to February 28, 2017
	6.0 Other Devices			
19632	Assistive Listening Device (ALD)	<ul style="list-style-type: none"> Cover sheet with Manufacturer's invoice must be received by WorkSafeBC and stamped "copy only - not for processing". Requires pre-authorization. 	Manufacturer's invoice cost	Manufacturer's invoice cost
19636	Ear Level Sound Generator	<ul style="list-style-type: none"> Cover sheet with Manufacturer's invoice must be received by WorkSafeBC and stamped "copy only - not for processing". Requires pre-authorization. 	Manufacturer's invoice cost	Manufacturer's invoice cost
19639	Bed Side Sound Generator	<ul style="list-style-type: none"> Must be pre-authorized by WorkSafeBC. Cover sheet with Manufacturer's invoice must be received by WorkSafeBC and stamped "copy only - not for processing". May include pillow speaker accessory. 	Manufacturer's invoice cost	Manufacturer's invoice cost
	7.0 Miscellaneous Fees			
19684	Non E-Commerce Fee	<ul style="list-style-type: none"> WorkSafeBC will deduct the e-commerce fee on all invoices submitted non-electronically. This fee only applies when an electronic billing system is in place. 	- \$8.00	- \$8.00
19634	Shipping	<ul style="list-style-type: none"> Cover sheet with Manufacturer's invoice must be received by WorkSafeBC and stamped "copy only - not for processing." 	Manufacturer's invoice cost	Manufacturer's invoice cost
19700	Postage and Insurance	<ul style="list-style-type: none"> To be used only in instances in which the client lives more than twenty-four (24) kms from the clinic and requires that items be mailed to him or her from the clinic. 	As billed by the Hearing Aid Provider	As billed by the Hearing Aid Provider
19644	Travel	<ul style="list-style-type: none"> Billed in fifteen (15) minute increments. Must be pre-authorized by WorkSafeBC. For travel to and from a Worker's residence. 	\$13.00 per 15 minutes	\$14.00 per 15 minutes
19689	Photocopy <ul style="list-style-type: none"> Must be requested by WorkSafeBC. Does not include attachments that are required with invoices (i.e. verification measures, audiograms). 	<ul style="list-style-type: none"> Not reimbursed if copy not legible. Copies must be received within seven (7) business days of the request. 	\$23.00 flat fee	\$24.00 flat fee

Fee Code	Service	Business Rules	March 1, 2012 to February 28, 2015	March 1, 2015 to February 28, 2017
	7.0 Miscellaneous Fees			
19698	Manufacturer's Repair Cost	<ul style="list-style-type: none"> • Manufacturer's invoice cost associated with an out-of-office repair/remake. • Includes any shipping and handling costs applied by Manufacturer. • Not billable if warrantee applies. • Cover sheet with Manufacturer's invoice must be received by WorkSafeBC and stamped "copy only - not for processing." 	Manufacturer's invoice cost	Manufacturer's invoice cost

SCHEDULE C
SITE SPECIFIC SERVICES

The Contractor, **Provider Name**, is authorized to perform only the following Services at the following facility locations:

Provider name
Provider address
Provider address

Service	Payee #

SCHEDULE D – PRIVACY PROTECTION

Definitions

1. In this Schedule,
 - (a) "the FIPPA" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (a) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (b) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between WorkSafeBC and the Contractor dealing with the same subject matter as the Agreement.
 - (c) "Contractor" means a consultant, provider, service provider, supplier or vendor who provides goods and/or services to WorkSafeBC.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable WorkSafeBC to comply with its statutory obligations under the FIPPA with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with its statutory obligations under the FIPPA with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or WorkSafeBC otherwise directs in writing, the Contractor:
 - may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement,
 - must collect personal information directly from the individual the information is about, and
 - must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the person designated by WorkSafeBC to answer questions about the Contractor's collection of personal information as the WorkSafeBC FIPP Coordinator, PO Box 2310 Stn Terminal, Vancouver, BC, V6B 3W5, (604) 279-8171.

Accuracy of personal information

4. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or WorkSafeBC to make a decision that directly affects the individual the information is about.

Requests for access to personal information

5. If the Contractor receives a request for access to personal information from a person other than WorkSafeBC, the Contractor must respond to the request pursuant to any relevant legislation unless the Agreement expressly provides otherwise.

Correction of personal information

6. Within 5 business days of receiving a written direction from WorkSafeBC to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction and WorkSafeBC must advise the Contractor of the date the correction request was received by WorkSafeBC in order that the Contractor may comply with section 9.
7. Within 5 business days of correcting or annotating any personal information under section 6, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to WorkSafeBC, the Contractor disclosed the information being corrected or annotated.
8. If the Contractor receives a request for correction of personal information from a person other than WorkSafeBC, the Contractor must promptly advise the person to make the request to the WorkSafeBC FIPP Coordinator as set out in section 3(c).

Protection of personal information

9. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement. Personal Information shall be kept according to the standards of WorkSafeBC or of the professional governing body/college of the Contractor whichever imposes the higher standard. Transferring the physical custody of any personal information to the Contractor for the purposes of the Agreement does not equate transference of control. Access, use, disclosure, destruction and integrity of the personal information remains in the control of WorkSafeBC. The Contractor agrees to cooperate and assist in any public body investigation of a complaint that personal information has been used or disclosed contrary to the FIPPA or to any agreement between WorkSafeBC and the Contractor.

Storage and access to personal information

10. Unless WorkSafeBC otherwise directs in writing or the Agreement specifically provides otherwise, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada except in compliance with section 33.1(1)(p) of the FIPPA.

Retention of personal information

11. Unless the Agreement otherwise specifies or as required by law, the Contractor must retain personal information until directed by WorkSafeBC in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

12. Unless WorkSafeBC otherwise directs in writing, the Contractor may only use personal information if that use is:
 - (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
 - (b) in accordance with section 11.

Disclosure of personal information

13. Unless WorkSafeBC otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than WorkSafeBC if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
14. Unless the Agreement otherwise specifies or WorkSafeBC otherwise directs in writing, the Contractor must not disclose personal information outside Canada except in compliance with section 33.1(1)(p) of the FIPPA.

Inspection of personal information

15. In addition to any other rights of inspection WorkSafeBC may have under the Agreement or under statute, WorkSafeBC and/or the BC Information and Privacy Commissioner may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to and institute any recommended changes arising from any such inspection.

Compliance with the FIPPA and directions

16. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the FIPPA applicable to the Contractor as a service provider, including any applicable order of the Commissioner under the FIPPA and
 - (b) any direction given by WorkSafeBC under this Schedule.
17. The Contractor acknowledges that it is familiar with the requirements of the FIPPA governing personal information that are applicable to it as a service provider.
18. In the event the Contractor has employees and/or subcontractors involved in the performance of the Agreement, the Contractor agrees to require each employee and/or subcontractors to attend an annual Freedom of Information Training seminar and to annually sign a confidentiality agreement in accordance with the confidentiality agreement attached to this Schedule with the Contractor.

Notice of non-compliance

19. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify WorkSafeBC of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

20. In addition to any other rights of termination which WorkSafeBC may have under the Agreement or otherwise at law, WorkSafeBC may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

21. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
22. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
23. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
24. If a provision of the Agreement (including any direction given by WorkSafeBC under this Schedule) conflicts with a requirement of the FIPPA or an applicable order of the commissioner under the FIPPA, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
25. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.

ATTACHMENT 1

**CONFIDENTIALITY AGREEMENT WITH RESPECT TO THE AGREEMENT BETWEEN
THE WORKERS' COMPENSATION BOARD OF BC (WORKSAFEBC) and**

(Name of Contractor)

I, _____;
(print name) *(position title)*

am an authorized signatory of the above noted Contractor.

I understand that the BC *Freedom of Information and Protection of Privacy Act* (the "FIPPA") applies to WorkSafeBC and as a result of an Agreement between WorkSafeBC and the Contractor (the "Agreement"), the FIPPA also applies to a Contractor of WorkSafeBC and all employees and/or subcontractors of the Contractor regarding information received from WorkSafeBC under the Agreement. As a result, I agree to ensure all our employees and/or subcontractors:

- Involved in the performance of this Agreement understand their obligations under the FIPPA;
- Attend an annual Freedom of Information Training seminar and/or meet with employees annually to review the FIPP Fact sheet for WorkSafeBC Service Providers which may be provided upon request and are available for viewing or downloading at:
http://www.worksafebc.com/regulation_and_policy/legislation_and_regulation/assets/pdf/factsheet.pdf;
- Sign an annual confidentiality agreement prior to undertaking any obligations under the Agreement which includes the following provisions:
 - To keep confidential all information provided by WorkSafeBC pursuant to the Agreement;
 - To only share the information with the other employees and/or subcontractors involved in the performance of the Agreement;
 - To ensure any of the information provided by WorkSafeBC or which comes to my attention as a result of the Agreement is not used or disclosed for any purpose, unless specifically provided for in the Agreement or as required by law.

I understand as the Contractor that we are not to access, use or disclose any of the information provided by WorkSafeBC or which comes to our attention as a result of the Agreement, for any purpose that is not specifically covered in the Agreement.

ACKNOWLEDGED AND AGREED TO THIS _____ DAY OF _____ 201_

Per: _____
(Signature of Principle of Contractor)

Witness: _____
(Print name and sign)