



# **Personal Care Assistance Services program guide**

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# 1. Introduction

## 1.1 Introduction

ICBC engages with an extensive network of service providers that deliver personal care assistance (“PCA”) services, including homemaking (“HM”) and attendant care (“AC”), to ICBC customers injured in motor vehicle accidents (“ICBC Customers”). Service providers wishing to become part of the ICBC Recovery Network (“Recovery Network”) must comply with the Agreement, as defined below. Approval into the Recovery Network is at ICBC’s sole discretion. If approved, the service provider will be designated as an “Approved PCA Service Provider” and be eligible for Recovery Network Benefits. All Approved PCA Service Providers must meet and maintain the standards and requirements outlined in the Agreement and must bill ICBC for services accordingly. Approved PCA Service Providers will be paid directly by ICBC for authorized services provided to ICBC Customers in accordance with the expectations outlined in Section 5 of this Program Guide. Only services provided by an Approved PCA Service Provider are eligible for direct billing.

## 1.2 Key Terms

In this Program Guide:

- “Agreement” means the Health Care Direct Billing Terms, this Program Guide, all directions and instructions posted on ICBC’s online Business Partners Page (“Partners Page”), ICBC’s other online agreements setting out the legal terms for access and use of ICBC Systems and ICBC Data, any other terms related to direct billing (application or otherwise) and any ICBC Directive.
- “Approved PCA Service Provider” is the business entity (a sole proprietorship, a partnership, a corporation or another type of business entity) that is subject to the Agreement and paid by ICBC for PCA services.
- “Claim” means any claim made by an ICBC Customer in connection with or in relation to an ICBC insurance policy.
- “HCPIR” is ICBC’s Health Care Provider Invoicing and Reporting application.
- “HCPP” is ICBC’s Health Care Provider Portal.
- “ICBC Claims Contact” is the primary ICBC representative on a file that has authority to provide funding approval for claims. The ICBC Claims Contact may be the ICBC Senior Claims Specialist, Claims Specialist, Support and Recovery Specialist, Senior Support and Recovery Specialist, Advanced Support & Recovery Specialist, or otherwise.
- “PCA” means Personal Care Assistance
- “Pre-approval” refers to obtaining permission or authorization from ICBC in advance of or before proceeding with the requested service.
- “Recovery Network” includes Approved PCA Service Providers who have agreed to abide by the Agreement, as defined above, and have direct billing privileges with ICBC.

- “Recovery Network Benefits” include, but are not limited to, direct billing privileges, access to Recovery Network rates for PCA Services rendered, a net 7-day payment timeline, being listed on the ICBC Recovery Network Roster of Approved PCA Service Providers, and the opportunity to feature the ICBC Recovery Network mark (logo) on their website.
- “Roster” is a list of Approved PCA Service Providers located on the Partners Page designed to assist in connecting ICBC Customers with PCA service providers who are part of ICBC’s Recovery Network.
- “Team Members” means employees and contractors of the Approved PCA Service Provider who provide the PCA services to ICBC Customers.

## 2. Recovery Network Qualification Requirements

### 2.1 New Applications

Service providers that provide HM services and/or AC services who wish to apply to be a part of ICBC's Recovery Network and become an Approved PCA Service Provider must respond to the ICBC call for Applicants on the Partners Page. Applicants interested in participating in Recovery Network must meet and maintain necessary qualifications as stated in the Agreement.

- **Note:** Existing PCA Program participants with a valid Recovery Network account that is actively being used to direct bill ICBC do not need to re-apply.

#### 2.1.1 Acceptance

Approved PCA Service Providers will be notified of their acceptance into the Recovery Network, their approved service area, and approved services (HM, AC, or both). Approved applicants will:

- be designated as an Approved PCA Service Provider;
- be able to direct bill ICBC for approved PCA services rendered;
- have access to Recovery Network rates for PCA services rendered; and
- have their business contact information and service area and type (e.g. name, email, phone, service region, type of service) posted on the Partners Page (see Section 6).

### 2.2 Existing Approved PCA Service Providers

Approved PCA Service Providers must continue to meet the applicable requirements on an ongoing basis in order to retain their status as an Approved PCA Service Provider. Approved PCA Service Providers are responsible for informing ICBC of material changes to their account information within fourteen (14) calendar days.

#### 2.2.1 Updating Information on an Existing Account

Changes or updates to an Approved PCA Service Provider's information, including the following, must be submitted by email to [biproviderapp@icbc.com](mailto:biproviderapp@icbc.com) along with a completed Personal Care Assistance Program Vendor Account Change (CL581) form.

- contact and location information change (including address, phone number and communication email address);
- tax status change;
- legal name change;
- change in ownership;
- change in banking information;

- changes or cancellation of any of the required insurance;
- cancellation or status change with WorkSafeBC; or
- change in service areas (adding or removing). If a new service area is being added, the Approved PCA Service Provider must also submit copy of the Business License for the new service area/ municipality. If the municipality does not require a business license, a letter from the municipality must be provided to confirm that a business license is not required.

ICBC must also be advised via email if any Team Member has their driver's license suspended or prohibited for any reason (if the Team Member drives a vehicle in the course of providing PCA services to ICBC Customers).

### 2.2.2 Other Changes

The Approved PCA Service Provider must inform ICBC if it no longer maintains the requirements set out in section 2.3 of this Program Guide or the Health Care Direct Billing Terms.

### 2.2.3 Voluntary Removal from Recovery Network

Approved PCA Service Providers wishing to leave the Recovery Network and terminate their Agreement must email [biproviderapp@icbc.com](mailto:biproviderapp@icbc.com). Once the request has been processed, the PCA service provider will no longer be able to direct bill ICBC.

## 2.3 PCA Service Provider Qualification Requirements

To qualify and maintain status as an Approved PCA Service Provider, applicants, and as applicable, their personnel and Team Members must:

- a) have and maintain a valid ICBC Recovery Network account;
- b) provide only qualifying PCA services to ICBC Customers in accordance with this Program Guide and the Partners Page;
- c) provide uniform, efficient and timely PCA services to ICBC Customers and report to the ICBC Claims Contact as outlined in this Program Guide;
- d) possess a valid business license or equivalent, specific to the business type operated for the area in which the PCA services are provided, as required by law;
- e) comply with all applicable laws, regulations, and guidelines (federal, provincial, municipal and other), industry standards and ICBC policies including but not limited to those relating to:
  - a. ICBC's Code of Ethics;
  - b. the protection of human health and safety, including all WorkSafeBC occupational health and safety requirements and registrations, and WHMIS; and
  - c. the British Columbia *Freedom of Information and Protection of Privacy Act*, as amended from time to time ("FIPPA");

- f) be solvent and meet their financial obligations to third parties as they become due;
- g) have no outstanding tax demand, garnishing order, or court order against them;
- h) not be the subject of a proceeding for bankruptcy or the relief of creditors that has not been discharged;
- i) have not used any of ICBC's proprietary marks without authorization;
- j) ensure that all Team Members are qualified and have had a Criminal Records Check (CRC) that meets the requirements in the Agreement, and do not have a record of Regulatory or Criminal Offences. Applicants must provide a signed Criminal Record Check Compliance (CL580) form and, upon request, copies of CRCs must be provided to ICBC (see Section 2.4);
- k) conduct themselves, and ensure that Team Members and all other personnel conduct themselves, in a professional manner at all times with all parties;
- l) ensure capability to receive payment by direct deposit and complete the Authorization for Direct Bank Deposit (ACG364) form;
- m) at a minimum, be available to provide PCA services between the hours of 7 a.m. and 5 p.m. Pacific Time Monday to Friday;
- n) use computer equipment capable of accessing the internet (to permit access to the Partners Page and the HCPP) with an e-mail account through an internet service provider (ISP) that is compliant with FIPPA.
- o) provide proof of insurance in the legal name of the Approved PCA Service Provider (see section 2.5);
- p) provide either proof of WorkSafeBC registration in the legal name of the Approved PCA Service Provider, or proof from WorkSafeBC that registration is not required;
- q) register provincially either as a corporation, partnership, or proprietorship, as applicable; and
- r) when applicable, and upon request by ICBC, provide proof of a valid business license for any subcontractors, in accordance with the applicable local law.

### 2.4 Criminal Record Check Requirements

PCA services may be provided to ICBC Customers that are children or vulnerable adults within the meaning of the Criminal Records Review Act ("CRRRA"). Therefore, before any Team Member provides PCA services to ICBC Customers they must have a clear CRC completed by the Criminal Records Review Program ("CRRP") established under the CRRRA.

Where the Approved PCA Service Provider cannot acquire a CRC from the CRRP, a Team Member must have a clear Police CRC before they provide PCA services to an ICBC Customer.

For the purposes of this requirement a "clear" CRC means the Team Member has not been charged with or convicted of any of the offences listed in the CRRRA. It is the Approved PCA Service Provider's responsibility to ensure this requirement has been met.



All CRCs are conducted solely at the Approved PCA Service Provider's expense. For every Team Member, CRCs must be conducted at least every three (3) years or as required by the CRRA, whichever period is shorter. Approved PCA Service Providers are responsible for tracking when each Team Member is due for a re-check and must conduct the re-check as required.

**Note:** Additional CRCs are not required for any individual that is registered and in good standing with a professional governing body listed in the CRRA.

Approved PCA Service Providers must ensure all CRCs are current at all times and must demonstrate compliance to the satisfaction of ICBC by signing and returning the Criminal Record Check Compliance (CL580) form within sixty (60) days of it being requested by ICBC.

If at any time the Approved PCA Service Provider or a Team Member:

- a) is charged with or convicted of an offence listed in the CRRA;
- b) refuses to authorize a CRC where one is required under the Agreement; or
- c) does not receive a clear CRC, when one is required under this Agreement;

the Approved PCA Service Provider must immediately notify ICBC, who may issue an ICBC Directive, as that term is defined in the Health Care Direct Billing Terms. Failure to comply with the ICBC Directive may be grounds for termination of this Agreement and removal from the Recovery Network.

Team Members are not allowed to provide the PCA services to the ICBC Customer if there is a determination of "risk" under the CRRA or by ICBC. In such situations, the Approved PCA Service Provider must replace that Team Member with a Team Member that is not deemed a "risk".

## 2.5 Insurance Requirements:

All applicants must carry insurance for themselves, their personnel, and specifically their Team Members. Specific insurance requirements are as follows:

- **Commercial General Liability Insurance**

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

The CGL Policy will expressly provide as follows:

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

- **Automobile Liability Insurance**

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

- **Crime (Fidelity) Insurance**

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

- **WorkSafeBC**

- The Approved PCA Service Provider shall be registered and in good standing with WorkSafeBC and carry WorkSafeBC coverage for its principals and workers while they are engaging in the provision of PCA services to ICBC Customers, unless the Approved PCA Service Provider is a sole proprietor who does not employ any other employees or unregistered subcontractors;.

### **3. ICBC's Expectations**

Approved PCA Service Providers are key business partners who help injured ICBC Customers through their recovery. Working together, Approved PCA Service Providers and ICBC will create positive experiences for our mutual Customers by demonstrating our shared values of being collaborative, supportive, straightforward and knowledgeable.

Approved PCA Service Providers who are providing services to injured ICBC Customers must align themselves with the above objectives and must commit to providing high-quality, cost-effective, and outcome-oriented HM and/or AC services. Approved PCA Service Providers and their personnel must behave in an ethical manner that observes the highest principles of integrity, respect, equality, fair practice, professional conduct, and excellence.

Approved PCA Service Providers and their personnel are expected to represent ICBC in a positive light and to meet ICBC Customer experience expectations. In addition, ICBC Customers should be treated with respect and dignity at all times, with sensitivity and empathy to the ICBC Customer.

## 4. Personal Care Assistance Services and Policies

Please refer to Section 5 of this Guide for fees and billing procedures associated with the services outlines below.

### 4.1 Authorization and limits for PCA Services

Subject to the provisions of an ICBC Customer's insurance policy, funding for PCA services may be authorized by ICBC when an ICBC Customer makes a claim. PCA services can include HM services and/or AC services. An ICBC Customer's entitlement and the monetary limits to PCA services are determined by the provisions of the *Insurance (Vehicle) Act* and *Regulation* (respectively, the "Act" and the "Regulation").

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

**Before providing services, the Approved PCA Service Provider must receive funding authorization from ICBC.** The authorization will include dates, PCA services required and total monthly hours for which ICBC will provide compensation. The Approved PCA Service Provider should only initiate services authorized by ICBC if they are capable of performing the services as described. If there are any ambiguities in the scope and compensation for the authorization, the Approved PCA Service Provider must first obtain clarity from ICBC, on behalf of the ICBC Customer, prior to proceeding with the respective PCA services. PCA services provided to ICBC Customers outside of the Approved PCA Service Provider's Program service areas require express Pre-approval from the ICBC Claims Contact.

The Approved PCA Service Provider must maintain its own record of ICBC's authorization for the services. Services performed without prior authorization from ICBC will not be paid for by ICBC.

### 4.2 Homemaking Services

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

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

HM services may include, but are not limited to:

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

- vacuuming;
- laundry;
- ironing;
- dish washing;
- dusting;
- bed making;
- grocery shopping; and
- meal preparation.

### 4.2.1 HM Services Restrictions

HM services do not cover the following services or tasks:

- landscaping;
- gardening;
- restaurant take-out and meal delivery;
- repair, repainting or modifications to the home;
- personal care such as attendant care, which includes but is not limited to personal tasks that the ICBC Customer is unable to perform such as washing, bathing, grooming, getting dressed, as well as companionship;
- medical or rehabilitation services; or
- professional nursing services which include but are not limited to administering medication and wound dressing.

## 4.3 Attendant Care Services

AC services may include, but are not limited to:

- washing and bathing;
- grooming/skin care;
- help with dressing and eating;
- medication assistance (e.g. assisting with opening of medication containers, providing the medication container to the ICBC customer);
- routine ostomy care; bathroom attendance/toileting;
- lifts/transfers and mobility assistance;
- monitoring overall health;
- companionship for community outings; and
- other personal or hygiene needs.

### 4.3.1 AC Services Restrictions

AC services do not cover the following services or tasks:

- HM services as outlined in section 4.2.
- medical or rehabilitation services; or
- professional nursing services which include but are not limited to administering medication and wound dressing.

### 4.4 Policy on Providing Services to Family

Team Members are not permitted to provide Claim related PCA services to their family members unless there are no reasonably practicable alternatives and written pre-approval from ICBC has been obtained.

Provision of HM services for a family member is not eligible for funding if the family member was injured in a crash prior to May 1, 2021.

### 4.5 Policy on Self-Referrals and Conflicts of Interest

Approved PCA Service Providers are prohibited from accepting ICBC customer referrals if the need for PCA services was established by an individual or health care provider with a financial interest in the Approved PCA Service Provider.

### 4.6 Travel and Mileage

ICBC does not pay for travel or mileage fees for Approved PCA Service Providers or their Team Members unless written pre-approval by ICBC has been obtained and only in exceptional circumstances.

## 5. Remuneration and Invoicing

### 5.1 Invoice Submission

Invoices must not be submitted until after services have been provided. Pre-billing is not permitted. Where an ICBC Customer has multiple Claims, services can only be billed on one Claim and cannot be billed multiple times.

The Approved PCA Service Provider must submit invoices to ICBC within forty-five (45) calendar days from the date the service was provided. At ICBC's sole discretion, invoices submitted outside of the 45-day timeframe may not be paid.

All invoices submitted to ICBC must adhere to the instructions published on the [Partners Page](#) and in this Program Guide, and must be billed under the name of the Approved PCA Service Provider.

The Approved PCA Service Provider is only eligible for direct billing privileges on or after the date on which they are accepted into the Recovery Network. Invoices for services rendered prior to that date are not eligible for direct billing.

When submitting an invoice through HCPIR, Approved PCA Service Providers must enter the name and job title of the person submitting the invoice along with the appointment date and time, where applicable.

ICBC pays for service time spent completing the HM or AC. Invoices are billed in increments of 15 minutes.

### 5.2 Billing Procedure

The following limits apply to all invoicing unless expressly authorized by ICBC.

#### 5.2.1 Homemaking and Attendant Care Services

Service Type	Fee	HCPIR Drop-down Selection	Minimum Billable Hours
<b>Homemaking</b>	\$39.00 per hour	Homemaking	See section 5.2.2
<b>Attendant Care</b>	\$43.00 per hour	Attendant Care	See section 5.2.2

#### 5.2.2 Minimum Billable Hours

**HM services:** Billed in increments of fifteen (15) minutes. When an ICBC Customer is not being provided with any other services, such as AC, Approved PCA Service Providers may charge a minimum one (1) hours per visit for HM services.

**AC services:** Billed in increments of fifteen (15) minutes. When an ICBC Customer is not being provided with any other services, such as HM, Approved PCA Service Providers may charge a minimum two (2) hours per visit for AC services.

**Combined HM and AC services:** Billed in increments of fifteen (15) minutes. Approved PCA Service Providers may charge a minimum two (2) hours per visit for a combination of AC and HM services provided during a single customer visit.

### 5.3 Prohibited Disbursements

The following activities will not be paid by ICBC as additional expenses/disbursements:

- a) administration fees and time spent completing administrative based tasks, such as appointment coordination or scheduling time;
- b) postage, courier, or copying fees for reports, including attachments, and records provided to ICBC;
- c) supervision or staffing (e.g. administrative support, mentorship) required for normal business operations;
- d) supplies and equipment (e.g. cleaning supplies or equipment);
- e) telecommunication and long distance charges;
- f) parking fees;
- g) transportation fees (e.g. bus passes, ferry fees);
- h) interest or late fees;
- i) cancellation fees; and
- j) communication/correspondence time for the purpose of seeking funding decisions.

**Prohibited expenses/disbursements may not be charged to ICBC Customers for ICBC Claims.**

In addition, Approved PCA Service Provider may not bill ICBC for:

- a) claim related services provided after a Claim is closed;
- b) claim related services provided without or prior to ICBC's funding authorization; or
- c) services provided outside of the authorized scope of the Program.

Under no circumstances can ICBC Customers be billed for unpaid or recovered fees relating to a breach of the Agreement.

Approved PCA Service Providers are not permitted to surcharge an ICBC Customer by levying separate or additional charges of any type in addition to those authorized by this Agreement with respect to an ICBC Claim, including but not limited to claim-related disputed payments or cancellation fees.



### 5.4 Accuracy

It is the Approved PCA Service Provider's responsibility to ensure that the invoices accurately represent services completed. In accordance with this Program Guide, the Approved PCA Service Provider must maintain a Service Log, as defined below, which will support all invoices submitted by the Approved PCA Service Provider.

## 6. Recovery Network PCA Roster

### 6.1 Roster refresh

Within 30 days of being accepted into the Recovery Network, the Approved PCA Service Provider's contact details and service areas will be posted on the Partners Page.

### 6.2 Withdrawal from the Roster

Any Approved PCA Service Provider may withdraw its name from the Roster at any time by notifying ICBC in writing.

## 7. Recovery Network Logo

PCA Service Providers wanting to use the digital ICBC Recovery Network logos or to otherwise promote the Recovery Network are required to contact ICBC's Supplier Programs & Administration department at [biproviderapp@icbc.com](mailto:biproviderapp@icbc.com) for copies of the digital files. Digital ICBC Recovery Network logos are available for use by Approved PCA Service Providers who are active members of the Recovery Network in accordance with the Agreement.

Use of the ICBC Recovery Network logo must comply with the Logo Usage Standards for the ICBC Recovery Network, published on the [Partners Page](#). Approved PCA Service Providers must not use any ICBC logos or refer to the ICBC Recovery Network in advertisements that promote value-added services or products. Important: Approved PCA Service Providers must only use logos provided directly by ICBC's Supplier Programs & Administration department ([biproviderapp@icbc.com](mailto:biproviderapp@icbc.com)). Logos must not be copied from any other sources.

For more information, Approved PCA Service Providers may refer to the Agreement, or talk to a Supplier Programs Coordinator ([biproviderapp@icbc.com](mailto:biproviderapp@icbc.com)).

## 8. Performance Management and Audits

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

### 8.1 Audits

The purpose of an ICBC audit is to:

- a) determine whether the Approved PCA Service Provider is complying with ICBC's policies, rates and standards as stated in the Health Care Direct Billing Terms, this Program Guide and all relevant instructions posted on the [Partners Page](#);
- b) provide information for use in future file reviews and audits; and/or
- c) support Performance Management and/or KPI assessments.

ICBC may request files and other supporting documents from the Approved PCA Service Provider to support the audit process and purpose.

#### 8.1.1 Audit Frequency

ICBC may initiate an audit of the Approved PCA Service Provider at its discretion or based on:

- a) results from past file reviews — variance/compliance concerns may be serious enough to warrant further investigation to determine whether the issues are isolated or systemic, or related to poor business practices/file management;
- b) customer complaints or tips;
- c) employee complaints or tips; or
- d) regularly scheduled or ad hoc audits.

#### 8.1.2 Audit Outcomes

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

#### 8.1.3 Audit Consequences

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

### 8.2 Documentation and Record Keeping Standards

The Approved PCA Service Provider shall provide ICBC with access to all relevant records and premises during regular business hours for the purpose of conducting an audit upon receiving an initial seven (7) calendar days' notice. Additional requests for information must be fulfilled within the time frame specified in the request.

Approved PCA Service Providers must:

- maintain an accurate list of their Team Members;
- maintain an accurate list of their service areas;
- keep a legible log of the PCA services provided to each ICBC Customer ("Service Log"). The Service Log shall include:
  - Approved PCA Service Provider's ICBC Recovery Network account number;
  - Approved PCA Service Provider's business name, address, and Team Member providing PCA services;
  - date of PCA services;
  - a description of PCA services provided (e.g. dishwashing and vacuuming, personal grooming);
  - start and end time of PCA service;
  - ICBC Customer's name and address;
  - ICBC Customer's claim number;
  - fees invoiced; and
  - a record of all communications (written and oral) with the ICBC Customer and with ICBC.
- maintain, in a secure location, accurate and up-to-date billing records and books, for a period of 7 years, including all related documents, materials and accounting records, in whatever form these are usually kept, regarding the Approved PCA Service Provider, the frequency of PCA services and the fees charged, to include but not be limited to:
  - the email chain showing authorization of PCA services;
  - all corresponding emails and directives to support any changes from original authorization;
  - Service Logs, as outlined above; and
  - a list of all CRCs and supporting documentation.

Records submitted to ICBC must be legible and in English. Translated copies are accepted but ICBC does not fund the cost for translating the records.

ICBC or its authorized representatives may, at any time inspect, audit and/or make copies of the Records relating to services provided to ICBC Customers. The Approved PCA Service Provider shall make such records available during normal business hours at their place of business, or they may provide copies directly to ICBC. The Approved PCA Service Provider shall not charge any fee for the cost of reproduction of records required under this section.

Failure to provide supporting documentation for billed services may result in denial or recovery of payment.

## **9. Governance**

### **9.1 Conduct and Corrective Actions**

The following conduct is prohibited and may result in corrective actions or contract termination under the Health Care Direct Billing Terms. For greater clarity, this is a non-exclusive list that expands on the Health Care Direct Billing Terms:

- a)** a failure to abide by the terms of the Agreement;
- b)** unprofessional conduct, as determined by ICBC;
- c)** a breach of ICBC's Code of Ethics;
- d)** aggressive, inappropriate and/or abusive behavior or communication towards an ICBC employee or ICBC Customer;
- e)** actions or omissions that adversely affect or that are harmful, detrimental, or disrespectful to the public image, reputation, or goodwill of ICBC, ICBC Customers, or ICBC's proprietary marks;
- f)** a failure to cooperate with ICBC;
- g)** a failure to provide minimum reasonable service standards;
- h)** a failure to adhere to invoicing requirements as set out in the Agreement;
- i)** invoicing ICBC beyond authorized PCA services or hours;
- j)** misrepresentation to ICBC, an ICBC Customer, or otherwise, including providing misleading information, misrepresenting services or providing false or altered documentation;
- k)** unacceptable audit or performance review results, as determined by ICBC at its sole discretion;
- l)** other reasons related to the performance of services outlined in the Agreement, as determined by ICBC;
- m)** invoicing for services that were not provided; or
- n)** recovery or attempted recovery of Claim-related disputed fees from the ICBC Customer in contravention of the Agreement.

## **10. General**

### **10.1 Email Notifications**

The Approved PCA Service Provider agrees to receive updates by email and notifications relating to policy, process, fees, and any other information deemed by ICBC to be appropriate for distribution and related to the Agreement.

### **10.2 Notification of Amendments**

ICBC may, at its sole discretion, amend the Health Care Direct Billing Terms, this Program Guide or the [Partners Page](#), in the manner outlined in the Health Care Direct Billing Terms. The Approved PCA Service Provider is responsible for regularly reviewing the [Partners Page](#) and being up to date with any amendments. The provision of services covered by the Agreement after any amendment becomes effective constitutes agreement to be bound by the amendments without limitation or qualification.

The Approved PCA Service Provider is responsible for notifying ICBC of any contact information changes in a timely manner (see [Section 2.2](#) of this Program Guide). ICBC is not responsible for any communication that was not received for any reason. The amendment(s) will apply regardless of whether the Approved PCA Service Provider had received the communication or had knowledge of the amendment(s).

The Approved PCA Service Provider is responsible for contacting the ICBC Claims Contact if they have any questions or need clarification with respect to any amendment.