



## FAQ: Recovery Network

This FAQ forms a part of the contract that is binding on ICBC.

The ICBC Recovery Network launched March 30, 2025. All providers who opt in to the network agree to the Health Care Services Terms, and provider-specific program guides which can be found on our Health Services Partners page.

Providers in the network can continue to direct bill ICBC and also access network benefits. For more details, please see the program guide on your provider page and watch the Recovery Network information session.

The Health Care Services Terms are not a replacement of, nor are they intended to interfere with, your standards of practice, codes of ethical conduct or regulatory framework legislated for health professionals in British Columbia. Instead, they should provide clarity on expectations for billing ICBC for treating an ICBC customer. We recognize that some of the content and examples included within the Health Care Service Terms and Program Guide may not be relevant to all of our business partners.

### **New: Can I use JaneApp (including to store personal information)?**

ICBC hereby provides approval for you to store and transmit personal information on and through JaneApp (i.e. JaneApp's Canadian servers that are not located on your premises). As always you will be responsible for any issues that arise from the third-party applications you choose to use (like JaneApp). ICBC does not endorse any specific third-party application and does not accept responsibility for any third-party application.

### **New: Do I have to indemnify ICBC for a problem if ICBC was the direct cause of the problem?**

No, you do not have to indemnify ICBC to the extent that the problem resulted directly from the errors, omissions, willful misconduct, breach of laws, or negligence of ICBC or its Representatives.



## **New: The terms state that “ICBC may assume... defense of the Claim”. Won’t that interfere with my insurance company that is handling the claim?**

No, ICBC commits to not assuming the defense of a Claim that your insurance company is handling. Given that this FAQ clarifies what ICBC will do in a specific situation, this specific FAQ will exist alongside the general provision in s.12.1 of the Terms. The clear direction of the FAQ will be followed in relation to this specific situation without any conflict or inconsistency.

## **What is the relationship of the FAQ in relation to the Terms?**

The documents are intended to work together in that the FAQs (and the rest of the content on the Partners Page) clarify the Terms. If the Terms are vague on a particular topic, and the FAQs provides clarity, then the clear direction in the FAQs will be followed. Should the rare situation occur where the Terms and the FAQs are in conflict, the Terms will take precedence over the FAQs.

## **What happens if a customer complains about my clinic or feels they’ve received substandard services?**

If we receive a complaint from a customer, our normal practice is to contact you to understand your side of the story before taking an action, if any (unless there are exceptional circumstances like a College investigation that is in progress).

### **What are some examples of substandard services?**

- Treatment sessions are shorter than the minimum amount of direct care stipulated in the practitioner specific program guides
- Breach of standards of practice established by a regulatory College, such as services provided by an unlicensed practitioner
- Billing for sessions that did not take place

## **Updated: What do ICBC Directives refer to and how do they work?**



Directives will only relate to the ICBC Recovery Network (i.e. direct billing) and will never be retroactive. We need to be able to respond quickly to new situations as they come up.

Here is an example of a situation in which ICBC may issue a directive:

If ICBC notices a clinic is displaying the Recovery Network logo incorrectly (wrong colours) ICBC may issue a directive for this clinic to update the logo they are displaying to comply with the logo usage standards.

Generally, directives will be used to clarify the need for particular action in particular circumstances and typically take the form of an email shared directly with a specific clinic.

**Updated: I am concerned about the privacy implications for my other non-ICBC clients when I read section 6.3 of the Health Care Services Terms.**

ICBC must comply with the Freedom of Information and Protection of Privacy Act and expects its business partners to do the same. ICBC will not put a vendor or practitioner in a situation where there will be non-compliance with applicable privacy legislation. ICBC will work with the vendor or practitioner to ensure safeguards are in place, should this be required. This can include allowing time for a clinic to redact non-ICBC customer related information from relevant documents.

**Updated: When would ICBC conduct on-site inspections of my clinic?**

ICBC's normal practice for audits is to request that the health care provider send us the relevant records. ICBC will only request records relating to ICBC customers; ICBC would never request records relating to non-ICBC customers.

The need for an on-site inspection would only arise if there were a substantive and well-founded reason to do so, and such measures would only be taken as an absolute last resort. If these occurred, it would be extremely rare and reserved for the most egregious situations. Additionally, computer access would be restricted to business premises and ICBC claims.



## **Will ICBC start directing treatment if I join the Recovery Network?**

No, ICBC does not direct treatment. The Terms only governs the direct billing relationship between health care providers and ICBC.

## **Updated: The audit process seems punitive. Why are audits necessary? What happens if a customer complains about my clinic?**

Nothing has changed. ICBC's normal practice for audits is to request that you send us the relevant records corresponding to services billed (and this will continue to be our practice). The on-site inspection would only be done as an absolute last resort. Wherever appropriate, ICBC takes a coaching approach to support vendors in improving their administrative compliance.

## **Updated: If I create digital treatment resources for my customer, would those resources belong to ICBC as a result of the Terms?**

No, if you provide a video to the customer you will continue to be the owner of the video, and the customer will have a license to use the video. The license does not give ICBC the right to use it, because you provided the video to the customer.

## **Are pass-through costs allowed to be applied on the sale of equipment?**

Pre-approval is required for reimbursement of supplies and equipment. Although no mark-ups are permitted, reasonable costs to receive the item (e.g. shipping) will be considered by ICBC on a case-by-case basis. Please contact your ICBC claims contact with any enquiries.

## Updated: Do all sections of the ICBC Code of Ethics apply to me as a health care vendor?

A: ICBC's Code of Ethics was developed to apply to a wide range of audiences. We recognize that some sections of the Code of Ethics may not be relevant to you. Examples of sections that are not relevant to you include the following (regardless of Appendix 6):

- Acceptance of Gifts and Entertainment
- Interaction with Stakeholder Businesses
- Parking and Speeding Tickets
- Personal Relationships in the Workplace
- Political Participation
- Purchase of Salvage and Other Corporate Property
- Use of Corporate Property

The ICBC Code of Ethics is not a replacement of, nor is it intended to interfere with, your standards of practice, codes of ethical conduct or regulatory framework legislated for health professionals in British Columbia. If you are not sure about whether a section of the Code of Ethics applies to you, please reach out to us at [RecoveryPrograms@icbc.com](mailto:RecoveryPrograms@icbc.com)

## Can ICBC retroactively apply new policies to health care providers or clinics?

No, ICBC will never retroactively apply new policies or procedures. In order to ensure compliance, ICBC will notify health care providers and clinics in advance of introducing any new policies or procedures that impact health care providers or clinics.

## Why are Occupational Therapists not eligible to be displayed on the Health Care Provider Locator?



The Health Care Provider Locator has been designed to help customers access their pre-approved early access treatments. Occupational Therapy (OT) is not a pre-approved early access treatment and ICBC and our mutual customers engage OTs differently from other health care providers. As a result, they cannot be displayed on the locator, at this time.

However, while OT is not listed as one of the pre-authorized early access treatment types, OT assessments or services may be initiated when appropriate, any time after an ICBC customer's crash.

### **Can you please provide examples of situations when ICBC would take corrective action?**

Some examples of situations in which ICBC may take corrective actions such as issuing a warning include:

- When a Recovery Network member submits an invoice more than 45 calendar days after a treatment or service has occurred;
- When a standard treatment session does not meet the minimum expectations outlined in the program guide; or
- When mileage is invoiced incorrectly.

### **What is meant by the section 13.6 of the Health Care Services Terms, the Survival clause?**

Survival clauses are important in contracts because they specify which obligations or rights will continue to be in effect even after the contract ends. Without a survival clause, ICBC and our mutual customers may potentially be unprotected once a contract expires or is terminated.

An example of where this is applicable is section 9.2 Confidentiality. If a practitioner or clinic leaves ICBC's Recovery Network, although they are no longer an active member, they must continue to comply with the confidentiality requirements outlined in Section 9.2 of the Health Care Services Terms.



## **Why are health care providers automatically being transitioned into the Recovery Network when it launches?**

To minimize administrative and process effort for our vendors, all vendors who meet the below criteria are automatically eligible to participate in the Recovery Network:

- have an active vendor number;
- are already working with ICBC customers; and
- have reconciled their account.

We are grateful for all the health care providers who already completed our reconciliation process and support our customers in their recovery journeys and wanted to ensure they didn't need to go through another application process or be subject to any unnecessary extra administrative work. Most of the health care providers currently working with ICBC meet these criteria and can be automatically transitioned into the Recovery Network.

## **Will I automatically be displayed on the Health Care Provider Locator when it goes live at the end of March?**

No, you must log into our Health Care Vendor Application system after January 25, 2025, and consent to being displayed on the locator. Being displayed on the locator is optional for all Recovery Network members. The locator will go live late March 2025.

## **How does the launch of the Recovery Network impact our day-to-day interactions with ICBC and ICBC customers?**

There is no fundamental change to how you engage with ICBC. The way you request additional treatment sessions and liaise with Recovery Specialists remains the same. ICBC continues to operate in a customer choice model, where our customers can choose which health care providers they see for treatment.

## **Are the Health Care Services Terms a standalone document? They don't contain information about my health care discipline and/or specific expectations in terms of day-to-day activities. Where can I find this information?**



The Health Care Services Terms form a portion of the Health Care Services Agreement and should be read **together with your discipline specific Program Guide** and any content on the Health Services Business Partners page. Program Guides can be found on your discipline-specific tab on ICBC's [Health Services page](#).

**If I choose to opt out of ICBC's Recovery Network, but continue to treat ICBC customers on a customer reimbursement basis, am I still expected to comply with treatment plan and report submission requirements?**

Yes, these tools are necessary in order for ICBC to make claim funding decisions and may be required, whether or not you are part of ICBC's Recovery Network (directly billing ICBC) or operating in a customer reimbursement model. ICBC will not be able to make a funding decision if the information is not provided.

**Section 6 mentions Key Performance Indicators (KPIs). Are there any KPIs currently being measured that we are not aware of?**

No. All of ICBC's expectations are outlined in your discipline specific Program Guides and in the Health Care Services Terms. We will notify you in advance of any new KPIs being implemented.

**What should I do if I do not understand sections or clauses in the Health Care Services Terms?**

If you have a specific question about something within the Health Care Services Terms, you are welcome to reach out to us at [RecoveryPrograms@icbc.com](mailto:RecoveryPrograms@icbc.com). However, to ensure you fully understand the content of these Terms you are agreeing to, we also recommend you seek any external advice that you feel you need.

**Does the establishment of the Recovery Network have any impact on treatment plans or the treatment plan process?**

No, our policies and expectations for treatment plans remain the same.



## **I already abide by my college/association's standards of practice and codes of ethical conduct. Why does ICBC have their own for health care providers? This can get confusing.**

The Health Care Services Terms and Program Guides are not a replacement of, nor are they intended to interfere with, your standards of practice, codes of ethical conduct or regulatory framework legislated for health professionals in British Columbia. Instead, they should provide clarity on expectations when treating ICBC customers and billing ICBC directly for those services. We recognize that some of the content and examples included within the Health Care Services Terms may not be relevant to all of our business partners.

### **What is a user fee?**

User fees are fees a Practitioner or Firm charges an ICBC Customer directly, which exceed the regulated rates approved for standard duration treatment sessions. These fees are not reimbursable by ICBC.

### **Can I still charge user fees or no-show fees?**

Section 4.4 outlines that you must not surcharge a customer or ICBC unless authorized by the agreement. There are two situations where surcharging a customer (charging them directly for an extra fee) is permitted by ICBC:

**User Fees:** There is no change to our position on clinics charging user fees. You are still permitted to charge ICBC customers user fees, so long as customers are aware of these fees in advance.

**No-show fees:** You are permitted to charge ICBC customers no-show fees in accordance with your clinic's policy so long as customers are aware of these fees in advance and are informed that they cannot submit this expense to ICBC for reimbursement.

Please note, should your clinic decide to sign up for the locator on or after January 25, 2025, you will need to disclose which services your clinic charges user fees for, and these will be identified on the health care provider locator.

### **What are some benefits to joining the Recovery Network?**



There are several benefits including:

- direct billing privileges
- net 7-day payment timeline
- opportunity for pre-authorized Early Access treatment providers be displayed on the ICBC Recovery Network Locator
- use of the digital ICBC Recovery Network logo on your clinic website