



Counselling program guide

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1. Introduction

1.1 Introduction

ICBC engages with an extensive network of service practitioners that provide counselling services to ICBC customers injured in motor vehicle accidents ("ICBC Customers"). A Counsellor or Firm wishing to become part of ICBC's 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 Counsellor or Firm will be designated as an "Approved Counsellor" or an "Approved Firm" and be eligible for ICBC's Recovery Network Benefits. All Approved Counsellors and Firms must meet and maintain the standards and requirements outlined in the Agreement. Approved Firms will be paid directly by ICBC for authorized services provided to ICBC Customers in accordance with the expectations outlined in Section 6 of this Program Guide. Only services provided by an Approved Counsellor at an Approved Firm are eligible for direct billing.

1.2 Key Terms

In this Program Guide:

- "Agreement" means the Health Care Services 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 your access and use of ICBC Systems and ICBC Data, any other terms related to your direct billing (application or otherwise) and any ICBC Directive.
- "Association" means:
 - Association of Cooperative Counselling Therapists of Canada;
 - BC Association of Clinical Counsellors;
 - Canadian Counselling and Psychotherapy Association; or
 - Canadian Professional Counsellors Association.
- "Claim" means any claim made by an ICBC Customer in connection with or in relation to an ICBC insurance policy.
- "College" means the British Columbia College of Social Workers.
- "Direct Care" is one-on-one time spent between the Health Care Practitioner and the ICBC Customer. This does not include time when ICBC Customer is left unsupervised.
- "Early Access Period" is the first 12 weeks after the crash.
- "Firm" is the business entity (a sole proprietorship, a partnership, a corporation or another type of business entity) that is paid by ICBC for counselling services. The Firm may be, but is not required to be, an Approved Counsellor, and may be a counselling Firm or service practitioner employing Counsellors.
- "HCPIR" is ICBC's Health Care Provider Invoicing and Reporting application.

- “HCPP” is ICBC’s Health Care Provider Portal.
- “HCVA” is ICBC’s Health Care Vendor Application system.
- “Health Care Practitioner” or “Practitioner” includes, but is not limited to, Approved Counsellors.
- “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.
- “Locator” is a virtual tool on icbc.com designed to connect ICBC Customers with its network of Health Care Practitioners and Firms who are part of ICBC’s Recovery Network, meet the Locator eligibility requirements, and have consented to being featured on the Locator.
- “Pre-approval” refers to obtaining permission or authorization from ICBC in advance of or before proceeding with the requested treatment or service.
- “Recovery Network” includes Health Care Practitioners and Firms who have agreed to abide by ICBC’s Agreement, as defined in ICBC’s Health Care Services Terms, and have direct billing privileges with ICBC.
- “Recovery Network Benefits” include, but are not limited to, direct billing privileges, a net 7-day payment timeline, the ability to be displayed on the ICBC Recovery Network Locator and the opportunity to feature the ICBC Recovery Network entity mark (logo) on their Firm website.
- “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.

2. Recovery Network Qualification Requirements

2.1 New Applications

Counsellors or Firms that provide counselling services who wish to apply to be a part of ICBC's Recovery Network must submit an application through the HCVA (New Application).

- **Note:** Counsellors or Firms that have an existing reconciled vendor number that is actively being used to direct bill ICBC do not need to re-apply.

2.2 Existing Approved Counsellors and Firms

Approved Counsellors and Firms must continue to meet the applicable requirements on an ongoing basis in order to retain their status as an Approved Counsellor or Firm. Approved Counsellors and Firms 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 to a Firm's information, including the following, must be submitted through the Update an Existing Account section of the [HCVA \(Existing Vendor Account\)](#):

- firm address;
- phone number;
- communication email address;
- banking information;
- removal of an Approved Practitioner;
- addition of a new practitioner; or
- information relevant to the ICBC Recovery Network Locator (as applicable, see Section 7).

Changes to an Approved Practitioner's information, such as an update to the practitioner's qualifications or employment arrangement, must be submitted by email to biproviderapp@icbc.com.

2.2.2 Tax Status Change

If there is a change to a Firm's tax status, Firms must inform ICBC by email to biproviderapp@icbc.com.

2.2.3 Firm Legal Name Change or Change in Ownership of Firm

If a Firm changes its legal name or there is a change in ownership, the Firm must submit a new application through the [HCVA \(New Application\)](#).

2.2.4 Voluntary Removal from Recovery Network

Firms wishing to leave the ICBC Recovery Network and terminate their Agreement must update their ICBC account in the [HCVA \(Existing Vendor Account\)](#). Once the request has been processed, the Firm will no longer be able to direct bill ICBC.

2.3 Counsellor Qualification Requirements

To qualify for and maintain their status as an Approved Counsellor, and to be eligible for direct billing, the Counsellor must:

- a) meet the definition of “counsellor” in the Insurance (Vehicle) Regulation and be a fully registered active and practicing registrant in good standing, as acknowledged by the College or an Association, without any restrictions, conditions or limitations;
- b) adhere to all applicable College or Association standards and guidelines including, but not limited to, any code of ethics, standards of practice, Acts and Regulations , all as may be amended or replaced from time to time;
- c) not be the subject of an active investigation, practice restrictions or conditions by the College or an Association;
- d) have an acceptable disciplinary record, as determined by ICBC, with any governing regulatory body or professional association, that demonstrates the highest principles of ethics, integrity, fair practice, professional conduct and excellence;
- e) comply with all applicable laws and ICBC policies including, but not limited to, ICBC’s Code of Ethics and the British Columbia *Freedom of Information and Protection of Privacy Act (“FIPPA”)*, as amended from time to time;
- f) report in writing to the ICBC Claims Contact any perceived, potential, or actual conflict of interest as it arises with respect to the Approved Counsellor, the Firm, the ICBC Customer, or any associated business or health care providers. If the conflict is not related to a specific Claim or ICBC Customer, the issue must be submitted in writing by contacting ICBC Recovery Programs at recoveryprograms@icbc.com and requesting that an escalation be raised; and
- g) provide proof of valid professional liability insurance evidencing at least \$1 million in professional liability insurance or the amount of professional liability insurance required by an Association, whichever is greater, valid for the current year.

2.4 Firm Qualification Requirements

To qualify and maintain the Firm’s status in the Recovery Network, each Firm must:

- a) have and maintain a valid ICBC vendor number;
- b) comply with all applicable laws and ICBC policies, including ICBC’s Code of Ethics and FIPPA;
- c) be solvent and meet their financial obligations to third parties as they become due;

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- d) have no outstanding tax demand, garnishing order, or court order against them;
- e) not be the subject of a proceeding for bankruptcy or the relief of creditors that has not been discharged;
- f) have not used any of ICBC's proprietary marks without authorization;
- g) provide proof of commercial general liability insurance in the legal name and business location of the Firm with a minimum \$2,000,000 in coverage;
- h) provide proof of WorkSafeBC registration in the legal name of the Firm, unless the Firm is a sole proprietor who does not employ any other employees or unregistered subcontractors;
- i) register provincially either as a corporation, partnership, or proprietorship, as applicable;
- j) provide proof of a valid business license to operate as a Counselling service provider in accordance with the applicable local law;
- k) when applicable, and upon request by ICBC, provide proof of a valid business license for any subcontractors, in accordance with the applicable local law; and
- l) ensure all of the Firm's Approved Counsellors meet and continue to meet Approved Counsellor qualification requirements (see Section 2 of this Program Guide).

3. ICBC's Expectations

Approved Counsellors and Firms are key business partners who help injured ICBC Customers through their recovery. Working together, the Approved Counsellor, Firm and ICBC will create positive experiences for our mutual customers by demonstrating our shared values of being collaborative, supportive, straightforward and knowledgeable.

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

If an ICBC Customer is found to be non-compliant or not participating in their treatment program, it is the Approved Counsellor's responsibility to notify ICBC.

3.1 Benefit Administration

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

- a) for injuries directly related to the crash;
- b) necessary or advisable; and
- c) evidence informed and clinically justified.

The ICBC Claims Contact will communicate the funding decision to the ICBC Customer and the Health Care Practitioner. Firms must only request funding for services that meet the above criteria and must only bill ICBC for services for which they have received funding approval.

4. Counselling Services and Treatment Policies

Please refer to Section 6 of this Guide for fees and billing procedures associated with the services and treatment policies outlined below.

4.1 Pre-authorized Treatments during the Early Access Period

The number of pre-authorized treatments are outlined in the Insurance (Vehicle) Regulation and the Enhanced Accident Benefit Regulation. ICBC Customers are entitled to ICBC funding for the pre-authorized number of treatment sessions within the Early Access Period without ICBC approval. The number of pre-authorized treatment sessions includes the initial assessment visit.

4.2 Initial (Assessment) Visit and Report

An Initial Assessment includes the initial assessment of the ICBC Customer, a standard treatment session provided during the same appointment and an Initial Report. The Initial Assessment visit and report fee includes the assessment, standard treatment provided and report. A standard treatment must not be charged separately for treatment provided on the date the initial visit took place. The Initial Assessment and report fee must only be billed once per ICBC Customer, unless otherwise approved by ICBC. The Initial Report must be completed in its entirety before it can be billed to ICBC.

4.3 Standard Treatment Sessions

Twelve (12) standard counselling sessions (which includes the Initial Assessment visit) are pre-authorized for ICBC Customers during the Early Access Period. The following applies to all standard treatment sessions:

- fees are based on a standard treatment, not an hourly rate;
- standard treatments and associated charting practices must be informed by and comply with applicable Association or College guidelines, standards and policies;
- ICBC does not fund multiple treatment sessions provided by the same practitioner-type on the same day;
- treatment frequency is based on clinical recommendations and must reflect best practice; and
- a counselling standard treatment includes a minimum of fifty (50) minutes one-on-one Direct Care with the ICBC Customer and Approved Counsellor:
 - The standard treatment fee is inclusive of all modalities provided by the Approved Counsellor and administrative duties performed such as charting or session preparation.

4.4 Care Plan Meetings

Care plan meetings are initiated, approved, scheduled, and facilitated by an ICBC Claims Contact for the purpose of aligning goals, objectives, and overall medical case management of a shared ICBC Customer.

The following will not be funded as care plan meetings:

- a) time spent discussing a shared ICBC Customer or general correspondence, where the ICBC Claims Contact has not scheduled the call and is not present for the meeting; and
- b) time spent by the Health Care Practitioner in preparation for the care plan meeting.

4.5 Telephone Consultations

Telephone consultations support cooperation between Health Care Practitioners and ICBC, or between treating Health Care Practitioners where direct conversation is necessary to address functional limitations or recovery barriers. **Pre-approval by ICBC is required for all telephone consultations.** Telephone consultations will only be funded for ICBC Customers with a date of crash on or after May 1, 2021.

The following will not be funded as telephone consultations:

- a) administrative or routine correspondence and communication;
- b) correspondence or communication pertaining to invoicing, reports, records, or Treatment Plan clarification or authorization;
- c) correspondence or communication regarding perceived or actual supplier performance issues;
- d) time spent leaving a voice message;
- e) correspondence or communication between Health Care Practitioners located within the same facility engaging in regular business practices, such as rounds;
- f) any written correspondence;
- g) time spent by the Health Care Practitioner in preparation for the telephone consultation; and
- h) correspondence or communication time for ICBC Customers with a date of crash prior to May 1, 2021.

Telephone consultations are paid via a flat fee for up to fifteen (15) minutes in duration. Telephone consultations in excess of fifteen (15) minutes will not be approved unless there are exceptional circumstances; the Health Care Practitioner must engage the ICBC Claims Contact to discuss further funding approval.

4.6 No-show or Late Cancellations

ICBC does not pay for no-show appointments or late cancellations. In the case of a no-show or late cancellation, the Firm's policies apply to the ICBC Customer.

Note: If the Firm's policies dictate that the ICBC Customer incurs the charge for a no-show appointment or late cancellation, the Health Care Practitioner must inform the ICBC Customer that ICBC will not reimburse this fee as it is being charged as a result of a Firm's policy.

4.7 Policy on Treating Family

Claim-related treatment of family members cannot be billed to ICBC unless there are no reasonably practicable alternatives and written Pre-approval from ICBC has been obtained.

4.8 Progress Report

Progress reports must only be completed upon request of an ICBC Claims Contact. The progress report must be completed in its entirety before it can be submitted and billed to ICBC. If the report is incomplete when submitted, it will not qualify for payment. If this occurs, a completed report must be resubmitted in order to qualify for payment.

4.9 Virtual Treatment Services

Virtual treatment services are health care services offered by the Approved Counsellor who is physically distant from the ICBC Customer. Virtual treatment sessions must include audio and video technology is recommended.

Approved Counsellors must adhere to the same in-person expectations for a standard treatment session, and the applicable Association or College's guidelines, standards and policies on virtual treatment services.

4.10 Travel and Mileage

Travel time and mileage require Pre-approval from ICBC. ICBC does not pay travel or mileage except in circumstances when in-person Exposure Therapy is clinically required.

When an Approved Counsellor must travel to an appointment for in-person Exposure Therapy, mileage and travel time is to be calculated between the outside location and the closer of:

- the Approved Counsellor's primary residence; or
- the nearest Firm location (whether the primary location or a satellite location).

Only actual travel time for treatment purposes can be billed. Billing is by the decimal hour up to a maximum of 60 minutes total per treatment session.

Example: Twelve minutes of travel time is $12/60 = .20$

Enter .20 into HCPIR or HCPP

When travel and mileage are being invoiced, Health Care Practitioners must maintain a legible log for each journey which contains the following information:

- the date of the session;
- the ICBC Customer's name;
- the ICBC Claim number;
- the starting address (including postal code);
- the ending address (including postal code); and
- the distance travelled, in kilometers.

Failure to produce such logs upon request by ICBC may result in denial or recovery of payment.

Travel and mileage must be invoiced through HCPIR or HCPP.

Whenever possible, travel and mileage must be allocated so that travel time and mileage to a location where multiple customers, ICBC or otherwise, are treated, the cost is shared across those clients/claims in an equal manner.

5. Treatment Plans

Treatment Plan forms allow for expedient funding decisions by ICBC. Treatment Plans must be submitted as soon as it has been identified that an ICBC Customer will require additional care beyond the Early Access Period, or there is indication that the ICBC Customer's recovery is not progressing as expected, and additional treatments beyond the current approval are recommended. Approved treatments not used within the Treatment Plan approval period are not valid beyond the indicated end date.

To maintain the continuity of care and prevent account receivable issues, Treatment Plans should be submitted 1–2 weeks prior to the expiry of the approved number of treatments or approved end date. Treatment Plans must be submitted through HCPIR or HCPP.

Treatment Plans must outline:

- the functional progress made to date and the functional or return-to-work goals that will be achieved through additional treatments;
- the active interventions that are planned to achieve the listed recovery goals; or
- other factors that may be contributing to or impacting the ICBC Customer's recovery.

The ICBC Claims Contact may consult Health Care Practitioners when further information about the treatment recommendations and function-based outcomes outlined in a Treatment Plan are required. Additional resources on completing a Treatment Plan can be found on the [Partners Page](#).

If a Treatment Plan is incomplete or additional information is required, there will be a delay to the Treatment Plan review and the Treatment Plan may be denied.

6. Remuneration and Invoicing

6.1 Invoice Submission

Invoices must not be submitted until after a treatment or service has occurred. Pre-billing is not permitted. Where an ICBC Customer has multiple Claims, a treatment or service can only be billed on one Claim and cannot be billed multiple times.

The Firm 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 the Program Guide and must be billed under the name of the Approved Counsellor that provided the treatment.

The Approved Counsellor or Firm 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, Firms must enter the name and job title of the person submitting the invoice along with the appointment date and time, where applicable.

When a Firm or Approved Counsellor's fees are less than the fee limits posted in the Program Guide, the Approved Firm must invoice following the manual invoicing process outlined on the Invoicing and Reporting page on the [Partners Page](#).

6.2 Billing Procedure

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

6.2.1 Assessment and Treatment

Service Type	Fee	HCPIR Drop-down Selection	Details
Initial Visit/ Assessment and Report	\$251/visit & report	Initial Visit & Report	The Initial Assessment Visit fee includes the assessment, standard treatment provided and Initial Report. The Initial Assessment visit and report fee must only be billed once per ICBC Customer, unless otherwise approved by ICBC. The invoice must indicate that it is for an Initial Visit and Report.
Standard Treatment	\$144/visit	Standard Visit — 1:1 Direct Care	When invoicing, the appointment date must be entered into the designated fields in HCPIR/HCPP. If a standard treatment session does not meet the minimum expectations outlined in this Program Guide, the invoice may be rejected or pro-rated.
Virtual Treatment	\$144/visit	Standard Visit — Virtual 1:1 Direct Care	When invoicing, the appointment date must be entered into the designated fields in HCPIR/HCPP. If a virtual treatment session does not meet the minimum expectations outlined in this Program Guide, the invoice may be rejected or pro-rated.

6.2.2 Reporting

When available, reports must be completed on ICBC templates which are available on the [Partners Page](#) and are updated regularly. Please note that the most recently available templates must be used. Saving personal versions of the templates is discouraged. ICBC will not pay for incomplete or improperly completed reports. Only the reports below are chargeable to ICBC.

Reporting			
Service Type	Fee	HCPIR Drop-down Selection	Details
Progress Report	\$135/report	Progress Report	ICBC will only fund these reports when they are requested by an ICBC Claims Contact. The report template can be found on the Partners Page .

6.2.3 Communication/Correspondence

Communication/Correspondence			
Service Type	Fee	HCPIR Drop-down Selection	Details
Care Plan Meeting	\$10/5-minute increment	Care Plan Meeting	Care Plan Meetings will only be funded when they are requested by an ICBC Claims Contact and must be invoiced in 5-minute increments. Time spent by the Approved Counsellor in preparation for the Care Plan Meeting is not billable.
Telephone Consultation	\$15 flat fee for 15 minutes	Telephone Consultation	All Telephone Consultations must be Pre-approved by ICBC and must be invoiced via HCPP or HCPIR. When invoicing for this service, Firms must input "15" into the minutes field. Telephone consultations in excess of 15 minutes will not be approved unless there are exceptional circumstances and funding approval has been obtained. Telephone Consultations are only payable for ICBC Customers with a date of crash on or after May 1, 2021.

6.2.4 Travel & Mileage

Travel & Mileage			
Service Type	Fee	HCPIR Drop-down Selection	Details
Exposure Therapy Travel Time	\$1.00/min	Exposure Therapy Travel Time	Travel and mileage must be allocated so that travel time and mileage to a location where multiple customers, ICBC or otherwise, are treated, the cost is shared across those clients/claims in an equal manner. See Section 4.10 for an example of how to bill travel time.
Exposure Therapy Mileage	\$0.47/km	Exposure Therapy Mileage	

6.2.5 Other Billable Items

Other Billable Items			
Service Type	Fee	HCPIR Drop-down Selection	Details
Clinical Records	Limited to amount authorized by the ICBC Claims Contact for the ICBC Customer.	Clinical Records	Includes fulfilling request for non-ICBC medical report(s), patient records (such as chart notes), or consultation(s) for an ICBC Customer for the purpose of a funding decision. ICBC will not pre-pay for clinical records. This service is billable only once ICBC's request for clinical records has been fulfilled.

6.3 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 that are not clinical in nature, such as appointment coordination or scheduling time;
- b) postage, courier, or copying fees for reports, including attachments, and records (other than clinical records) provided to ICBC;
- c) time spent on Treatment Plan completion;
- d) supervision or staffing (e.g. administrative support, mentorship) required for normal business operations;
- e) supplies and equipment used in-clinic or during a treatment session;
- f) telecommunication and long distance charges;
- g) parking fees, including for exposure therapy;
- h) transportation fees (e.g. bus passes, ferry fees) excluding allowable travel expenses (see Section 6.2.4 of this Program Guide);
- i) interest or late 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, Firms may not bill ICBC for:

- a) claim-related treatment or services provided after a Claim is closed; or
- b) claim-related treatment or services provided without or prior to ICBC's funding authorization.

Health Care Practitioners and Firms must advise ICBC Customers in advance before charging any fee, including a User Fee, for Claim-related services not approved by ICBC. ICBC Customers must be advised that the fees have not been approved by ICBC and that the ICBC Customer may not be reimbursed. Under no circumstances can ICBC Customers be billed for unpaid or recovered fees relating to a breach of the Agreement.

6.4 Accuracy

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

7. Recovery Network Locator

7.1 Locator Eligibility

To be eligible to be featured on ICBC's Recovery Network Locator, the Firm must:

- a) be an active member of ICBC's Recovery Network;
- b) offer services provided by at least one of the seven Early Access Period pre-approved Health Care Practitioners (Acupuncturist, Chiropractor, Counsellor, Kinesiologist, Registered Massage Therapist, Physiotherapist, Psychologist);
- c) exclusively invoice ICBC for all services through HCPIR or HCPP unless otherwise specified in Section 6 of this Program Guide;
- d) for all brick-and-mortar clinics, display signage at their physical location which matches their Firm's legal name or registered Doing Business As (DBA) name; and
- e) provide consent for information provided for the Locator to be displayed.

Prior to a Firm being approved for display on the Locator, all applications will be reviewed and ICBC will provide a confirmation message detailing the information that will be available for display on the Locator. Once approved, practitioner types added to a vendor account will automatically be updated on the Locator.

7.2 Notification of Changes to Firm Information

Firms are responsible for and must ensure the ongoing accuracy of the business information provided to ICBC for display on the Locator. The Firm must update their information through the [HCVA \(Existing Vendor Account\)](#) within fourteen (14) calendar days when any of the following occur:

- a) the Firm changes any of their contact information;
- b) the Firm begins to charge or ceases charging User Fees for any of the Early Access Period pre-approved Health Care practitioner types;
- c) the Firm begins to offer a new practitioner type eligible for display on the Locator; or
- d) the Firm ceases offering practitioner types currently on display on the Locator.

If a Firm changes their 'Doing Business As' name or physical location address, they must email the Supplier Programs & Administration team at biproviderapp@icbc.com within fourteen (14) calendar days.

ICBC may, at any time or frequency, request confirmation from a Firm of their current business information to ensure accuracy.

7.3 Removal from Locator

A Firm that consents to being featured on the Locator will remain on the Locator unless any of the following occur:

- they request to be removed from the Locator;
- their vendor number is rendered inactive;
- they no longer offer applicable health care services;
- they fail to maintain accurate and up-to-date information on the Locator;
- they request to be removed from the Recovery Network; or
- ICBC determines they are no longer eligible for the Locator.

Firms that no longer wish to be displayed on the Locator must inform ICBC through the Additional Business Information section of the [HCVA \(Existing Vendor Account\)](#).

Please note, removal from the Locator will occur within ten (10) business days from the date the original request is received by ICBC.

ICBC reserves the right to remove anyone from the Locator at any time without notice.

8. Recovery Network Logo

Firms 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 for copies of the digital files. Digital ICBC Recovery Network logos are available for use by Firms and Approved Practitioners who are active members of ICBC's 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](#). Firms and Approved Practitioners must not use any ICBC logos or refer to the ICBC Recovery Network in advertisements that promote value-added services or products.

Important: Firms and Approved Practitioners must only use logos provided directly by ICBC's Supplier Programs & Administration department (biproviderapp@icbc.com). Logos must not be copied from any other sources.

For more information, Firms and Approved Practitioners may refer to the Agreement, or talk to a Supplier Programs Coordinator (biproviderapp@icbc.com).

9. Performance Management and Audits

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

9.1 Audits

The purpose of an ICBC audit is to:

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

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

9.1.1 Audit Frequency

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

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;

- a) customer complaints or tips;
- b) employee complaints or tips;
- c) regularly scheduled or ad hoc audits; or
- d) regulatory College or Association disciplinary actions.

9.1.2 Audit Outcomes

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

Where appropriate, as determined by ICBC, the results may also be communicated to the applicable Association or College.

9.1.3 Audit Consequences

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

9.2 Documentation and Record Keeping Standards

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

The Approved Counsellor and Firm must maintain accurate and up-to-date billing records and logs, authorization letters, and receipts, including all related documents, materials, and accounting records, in whatever form any of these may be kept, regarding the frequency of treatments and the fees charged for the treatments (the "Records"). Records must be retained for the duration specified by the applicable Association or College, or seven (7) years, whichever is longer.

Clinical records must be logged within fourteen (14) days of the appointment and must contain the following information:

- the date of the appointment;
- the date the record was documented; and
- the Health Care Practitioner's name, Practitioner number and signature.

Records submitted to ICBC must be legible and in English. Translated copies are accepted but ICBC does not fund the cost of 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 Counsellor and Firm shall make such Records available during normal business hours at their place of business, or they may provide copies directly to ICBC. The Approved Counsellor and Firm 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.

10. Governance

10.1 Conduct and Corrective Actions

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

- a) a failure to abide by the terms of the Agreement;
- b) an Approved Counsellor's failure to maintain active full practicing registration in good standing with an applicable Association or College without limitations, conditions or restrictions;
- c) a failure to advise ICBC of a material change in their practice status including, but not limited to, a change in registration or membership status with the College or professional Association;
- d) unprofessional conduct, as determined by ICBC;
- e) a breach of ICBC's Code of Ethics;
- f) aggressive, inappropriate and/or abusive behavior or communication towards an ICBC employee or Customer;
- g) 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;
- h) a failure to cooperate with ICBC;
- i) a failure to provide minimum reasonable service standards;
- j) a failure to adhere to invoicing requirements as set out in the Agreement;
- k) invoicing ICBC beyond authorized number of treatment sessions or authorized services;
- l) misrepresentation to ICBC, an ICBC Customer, or otherwise, including providing misleading information, misrepresenting services or providing false or altered documentation;
- m) unacceptable audit or performance review results, as determined by ICBC at its sole discretion;
- n) other reasons related to the performance of services outlined in the Agreement, as determined by ICBC;
- o) invoicing for sessions that did not occur; or
- p) recovery or attempted recovery of Claim-related disputed fees from the ICBC Customer in contravention of the Agreement.

11. General

11.1 Email Notifications

The Approved Counsellor and Firm agree 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.

11.2 Notification of Amendments

ICBC may, at its sole discretion, amend the Health Care Services Terms, this Program Guide or the [Partners Page](#), in the manner outlined in the Health Care Service Terms. The Approved Counsellor and Firm are 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 amendments becomes effective constitutes agreement to be bound by the amendments without limitation or qualification.

The Approved Counsellor and Firm are 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 Counsellor and Firm had received the communication or had knowledge of the amendment(s).

The Approved Counsellor and Firm are responsible for contacting the ICBC Claims Contact if they have any questions or need clarification with respect to any amendment.