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WCB-AMA Physician Services Compensation Agreement

BETWEEN:

THE WORKERS' COMPENSATION BOARD
A Corporation Continued pursuant to the provisions of s. 2(1) of the
Workers' Compensation Act, RSA 2000 c. W-15
And Amendments Thereto ("the WCB")

- and –

THE ALBERTA MEDICAL ASSOCIATION (CMA ALBERTA DIVISION)
A Society Incorporated Pursuant to the Provisions of
The *Societies Act of Alberta*, s. S-18, RSA 2000
And Amendments Thereto ("the AMA")

WHEREAS the WCB and the AMA wish to continue with a collaborative partnership for the mutual benefit of Workers, Employers and Physicians of Alberta;

AND WHEREAS the WCB and the AMA have reached agreement regarding the medical treatment of Workers, reporting to the WCB, the remuneration of Physicians for clinical services and reporting and various other matters relating to the ongoing relationship;

IT IS HEREBY AGREED:

1.00 Jurisdiction of the WCB and the AMA

1.01 Nothing in this agreement will be construed so as to limit or restrict the authority or jurisdiction of the WCB under the Act. In the event of any conflict between the terms of this Agreement and the Act, the provisions of the Act will apply.

1.02 The WCB recognizes the AMA as the sole representative of the interests of Physicians performing Services for or on behalf of Workers in Alberta pursuant to this Agreement with the exception of physicians under the WCB-AOS Agreement.

1.03 The WCB further acknowledges that the AMA's agreement with the terms and conditions herein is subject to ratification by the Physicians of Alberta in accordance with the Constitution and Bylaws of the AMA.

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2.0 Definitions

"Act**"** – means the Workers' Compensation Act, S.A 2000, c.W-15, as amended and regulations thereunder;

"AH**"** – means Alberta Health;

"AMA/WCB Advisory Committee" means the joint committee established under the Second Agreement and continued under this Agreement intended to resolve disputes relating to the application or interpretation of the Agreement;

"Business Day**"** – means any day which is not a Saturday, Sunday or statutory holiday under the laws of the Province of Alberta or a WCB designated corporate holiday;

"CO" means the WCB Case Manager or the WCB Claims Adjudicator;

"College" means the College of Physicians and Surgeons for the Province of Alberta;

"Effective Date" will be the 1st day of April, 2020;

"Electronic Reporting" means providing reports and invoices to the WCB utilizing:

a) the WCB's internet based reporting system currently known as the "Electronic Injury Reporting and Invoicing System" (EIRIS), as modified from time to time;

b) a vendor accredited by WCB to provide reporting to the WCB in a format required by the WCB; or

c) such other system as may be approved by the WCB from time to time;

"Employer" has the meaning ascribed in s. 1(1)(j) of the Act;

"Expedited Services" has the meaning described in Schedule "C" to this Agreement and includes both Expedited Consultations and Expedited Surgery;

"File" means all knowledge, material and property relating to a Worker, including, but not limited to, all notes, reports, records, information, instruments and documentation produced or obtained by a Physician or other party employed or otherwise engaged by the Physician; however, the File will not include any such knowledge, material or property relating to any other services provided by the Physician to the Worker that is not relevant to the adjudicative issues before the WCB;

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"First Visit" – means the first occasion that a Physician provides medical aid and reporting arising from a specific work-related accident, regardless of whether the Worker has previously been seen by another Physician for the same accident.

"HCC" means the Health Care Consultant who manages this Agreement.

"HCS" – means the WCB Health Care Strategy department;

"Late Report Submission" refers to a report received by the WCB at any time after the times prescribed for On-Time Report Submissions;

"Medical Aid**"** – has the same meaning as in the Act;

"NSC" is a consult where surgery is not indicated at the time of referral to the Surgeon; referral is for the purpose of clarifying diagnosis and/or providing treatment recommendations;

"OP Code" means those procedures identified in Appendix A that are paid to the anesthetist with a premium of 98.08% on top of the related SOMB health services code when the procedure is performed by a WCB-contracted Orthopedic Surgeon;

"On Time Report Submission" refers to the time when the WCB receives a report and does not refer to the time when submitted by a General Practitioner or Specialist, and means:

- for a GP First Report, that the report is received within three (3) Business Days from the date of the completed examination, including up to 10:00 a.m. Mountain Time (MT) on the fourth (4th) Business Day following the completed examination;
- for a GP Progress Report, that the report is received within four (4) Business Days from the date of the completed examination, including up to 10:00 a.m. Mountain Time (MT) on the fifth (5th) Business Day following the completed examination;
- for a Specialist Consultation Report and a Specialist Follow up Report, that the report is received within four (4) Business Days from the date of the completed examination, including up to 10:00 a.m. Mountain Time (MT) on the fifth (5th) Business Day following the completed examination;

"Physician" means any individual who provides medical services as defined by the College, for the purposes of contracting and includes that Physician's Professional Corporation;

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“Physician Funding Framework” is the funding framework implemented on March 31, 2020 by the Minister of Health (AH) as a successor to the AH-AMA Agreement between the AMA and Her Majesty the Queen in Right of Alberta, as represented by the Minister of Health (AH) which was made effective April 1, 2011 and terminated on March 30, 2020;

“Same Day Report Submission” means that the report is received by the WCB on the same date as the completed examination, which includes up to 10:00 a.m. Mountain Time (MT) the following Business day;

“Services**”** – includes Medical Aid, Expedited Services (as provided for in this Agreement) and any reporting relating thereto;

“Specialist” will have the meaning prescribed by the College but may include:

a) General Practitioners who have indicated to the College that their clinical practice encompasses areas other than general practice, or

b) non-Specialists with defined licenses of practice in a specified specialty who have been pre-authorized by the WCB to bill Specialist rates. For the sake of greater clarity, Physicians may qualify for payments at Specialist rates if one of the following two criteria applies:

- They are a non-Specialist who, on review by the College, have been recommended and granted a defined license in a Royal College recognized specialty area by the College. This does not include the situation where Physicians have elected to limit their practice to a specific area.

- They are a non-Specialist who has been granted institutional privileges, either by the hospital or health authority, based on a recommendation by the College Advisory Committee on Privileges.

- In the case of emergency medicine, physicians must certify that 80% or greater of their clinical time is spent practicing emergency medicine in an emergency department (ED) that has 24 hour on site emergency physician ED coverage and/or practicing urgent care medicine in a Urgent Care Center (UCC) facility that has on site physician coverage for the hours of operation.

“Unbundling” has the meaning as outlined in Schedule “B” to this Agreement;

“Visiting Specialist Clinic (VSC)**”** – means the facility where:

a) Expedited consults and/or surgeries take place by WCB approved Specialists;

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b) The WCB has secured appropriate space for specific periods of time; and
c) The WCB or VSC facility schedules such consultations and surgeries.

"WCB-AOS Agreement" means the contract between the WCB and the Alberta Orthopaedic Society relating to the assessment and treatment of Workers, and reporting by Orthopaedic Surgeons, dated effective the 28th day of November, 2018.

"Worker" – means an individual as defined in the *Workers' Compensation Act*, R.S.A., 2000, CH.W-15, as amended (hereinafter the "Act") who the WCB has determined is entitled to the Services as a benefit under the Act.

3.0 E-Reporting and Commerce

3.01 Subject to s. 3.03, Physicians will use Electronic Reporting to provide reports, supplementary reports and invoices to the WCB. All applicable report sections must be completed as reasonably required, identified in the Electronic Reporting system and as outlined by the WCB Physician Reference Guide.

3.02 All Physicians must utilize Electronic Reporting, failing which:

a) Notwithstanding anything to the contrary herein, the WCB may, at its discretion, refuse payment for reports arising from Medical Aid;

b) Notwithstanding that a Physician may not be paid for reports, Physicians will remain obligated to provide reports as and when required under the Act or this Agreement when providing Medical Aid; and

c) The WCB will remain obligated to pay for Medical Aid provided.

3.03 Exceptions to mandatory Electronic Reporting may be made for Physicians who cannot access Electronic Reporting as a result of the required internet access being unavailable at their place of business. Currently, Electronic Reporting requires a broadband internet connection.

3.04 WCB and the AMA agree that the AMA/WCB Advisory Committee will undertake a comprehensive review of the WCB reporting forms in order to improve upon the current Electronic Reporting process in a way that furthers the shared commitment to timely, efficient, and appropriate care for Alberta's injured Workers. The parties acknowledge that WCB is currently engaged in an Information Technology system review, and as a result, the implementation of any improvements that may result from this project will be delayed. Notwithstanding this anticipated delay, the parties agree to start preliminary work on this project as soon as is practicable to

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allow agreed changes to be incorporated into any new system development.

4.0 **Reporting, Fees and Expedited Services**

4.01 Physicians will submit reports in accordance with Schedule “A” and as required by Electronic Reporting.

4.02 Physicians will bill the WCB for Medical Aid in accordance with Schedule “B” and Appendix “A” to this Agreement submitting all invoices for payment within 180 days of performing any Service, or within 180 days of receiving notification from Alberta Health of a decision to reject or reverse a claim for Services provided in good faith by a Physician to a Worker.

4.03 The provision of Expedited Services will be in accordance with Schedule “C” to this Agreement.

5.0 **Recoveries**

5.01 The Parties acknowledge that Physicians may provide Services to individuals who are initially identified as Workers and entitled to Services, and paid for by the WCB, but, based on subsequent investigations, may have their entitlement to Services modified or revoked. In such cases the WCB will recover some or all of the fees paid for such Services by setting-off such fees against any other amounts then due or due in the future by the WCB to the Physician.

5.02 In the event that set-off is not feasible by the WCB, the WCB may submit an invoice to the Physician, which will be payable forthwith upon receipt.

5.03 Notwithstanding article 5.01 and 5.02, the WCB will not seek recovery of:

- payments made for Medical Aid and reporting in respect of a First Visit;
- payments made for Expedited Services and associated reporting; and
- payments made for any other reports, including associated costs.

5.04 Where the WCB recovers fees, the Physician may bill AH in accordance with the Physician Funding Framework or any other third party, for work performed. The WCB will limit its recovery to the amount that could be billed to AH if AH was responsible for payment of the work performed, even if a third party and not AH is responsible for payment. It is the sole responsibility

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of the Physician to seek payment from AH or a third party where the WCB recovers fees.

5.05 In the unusual circumstance where AH or a Third Party denies payment, including but not limited to AH denying a payment to the Physician as a result of a claim for the benefit being outside AH's defined time limit, the WCB will reimburse the Physician for monies recovered upon submission of the request for payment and the denial.

5.06 Nothing herein will be construed so as to limit or restrict any Party's legal remedies and rights of recovery resulting from any breach of this Agreement.

5.07 The WCB and the AMA agree to jointly approach AH with a proposal developed to end the current payment reversal process (whereby, upon suspecting the party (WCB or AH) has made an incorrect benefit payment, the party seeks the recovery of the same from the physician); and to create a payment reversal process occurring solely between AH and WCB, thereby removing physicians from the process. The parties agree that the proposal will be developed by the AMA/WCB Advisory Committee and commit to submitting this proposal to AH within twelve (12) months of the Effective Date of this Agreement.

6.0 Relationships and Communication

6.01 The WCB and the AMA agree that the AMA/WCB Advisory Committee will explore ways to improve physicians' access to information in relation to Workers' Care Plans, as well as investigations and diagnostic tests ordered by WCB.

6.02 The parties agree to collaborate in order to develop joint messaging to the COs in regards to the importance of developing, promoting, and maintaining positive relationships with physicians.

6.03 The parties agree that when a WCB Physician determines that a medical investigation, including diagnostics, in respect of a Worker is required and accordingly orders the same, that the WCB Physician will be the physician responsible for following-up with the Worker with respect to any diagnosis or finding, pursuant to the CPSA *Standards of Practice*. To be clear, this obligation does not fall upon the Worker's primary or specialist physicians outside of WCB. For the purposes of this paragraph, “WCB Physician” means contracted OIS, Medical Status Examiners at RTW Centers and IME physicians. Following the contact with the Worker, the appropriate transfer of care will occur in accordance with the CPSA *Standards of Practice*.

DocuSign Envelope ID: 436C41AE-FB70-4187-85EA-7DACFF1C70A9

7.0 Audit and Assessment

7.01 Within 15 working days of receiving a written request from the WCB, a Physician will give the WCB full access to the File identified in the request for the purpose of allowing the WCB to conduct an audit of the billings to the WCB and the Services provided to Workers.

7.02 The WCB may audit selected or random reports against specific criteria for completeness and quality in conjunction with the relevant section of the AMA. The results of the audit will be confidential except where disclosure is authorized or permitted by law, and will be communicated to the Physician and the AMA where the Physician is an AMA member and such disclosure is authorized by the Physician.

8.0 Term and Termination

8.01 The term of this Agreement will commence on the Effective Date and terminate on midnight of December 31, 2024 (unless terminated earlier in accordance with this Article).

8.02 This Agreement will terminate on the happening of any one of the following occurrences:

(a) At any time by mutual consent of the parties;

(b) Upon either party providing ninety (90) days' written notice of termination to the other party; or

(c) Where a party serves Notice of Substantial Breach of this Agreement on the other party and the receiving party fails to challenge or rectify the breach within 10 working days of receiving such Notice.

If disputed, the determination of what is a Substantial Breach or whether the breach has been rectified will be subject to the Dispute Resolution provisions of this Agreement, during which process any time frame for compliance will be suspended.

8.03 The WCB agrees to provide to the AMA a copy of any notice of default, termination or renewal received or forwarded under the WCB-AOS Agreement in respect of Physicians who are members of the AMA, provided the Physician agrees to such disclosure.

9.0 Renewal

9.01 At least 180 days prior to the end of the current term, either party may give Notice of Intention to renew this Agreement for a one year term. If accepted

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by the other party and in the absence of a Notice of Intention to renegotiate, the Agreement will be so extended.

9.02 At least 180 days prior to the end of the term or, in the event that a Notice of Intention to renew has been served within 30 days of the service of that Notice, either party may serve on the other party a Notice of Intention to renegotiate any term(s) of this Agreement. Should such Notice be served, the parties will enter into those negotiations in good faith during which the term of this Agreement will be extended to the earlier of:

(a) the parties reaching an agreement regarding the end of the term; or

(b) six (6) months from the expiry of the current term.

10.0 Dispute Resolution

10.01 Any dispute regarding the application or interpretation of any part of this Agreement will be referred to the AMA/WCB Advisory Committee for resolution on such terms as the Committee deems appropriate.

10.02 In the event any dispute arises that cannot be resolved by the AMA/WCB Advisory Committee, the dispute will be forwarded to the CEO, WCB and the Executive Director, AMA (or their delegate(s)) for final resolution.

11.0 Confidentiality

11.01 The WCB agrees that the File will be the property of and under the control of the Physician. The Physician will maintain the File for a period of at least 10 years from the date that the Services were provided.

11.02 Notwithstanding the foregoing, the Physician may provide a Worker or that Worker's representative with copies of Files or other information relating to that Worker in its possession provided that the Physician utilizes and adopts at least the same means of guarding that information from disclosure as it does for other medical records in the Physician's possession.

11.03 Nothing in this Agreement will be construed as authorizing a Physician to release information to any third party, including a Worker's employer, without the Worker's consent or to restrict the disclosure of information where otherwise authorized or required by law.

DocuSign Envelope ID: 436C41AE-FB70-4187-85EA-7DACFF1C70A9

12.0 Notices

12.01 Any notice required to be given by either party with respect to the provision of Services will be effectively given and deemed to have been received as follows:

(a) if delivered personally, on the day of delivery;

(b) if sent by ordinary or registered mail, on the 7th day after mailing; or

(c) if faxed to the other party, on the next business day.

12.02 In the event of an actual or threatened postal strike or interruption, service will be by personal delivery or fax only.

12.03 The names and addresses of the authorized representatives of the parties are as follows:

To the WCB: Manager, Health Care Strategy
131 Airport Road
Edmonton, Alberta T5G 0W6

To the AMA: Director, Contract Negotiations
Alberta Medical Association
12230 106 Avenue NW
Edmonton, Alberta T5N 3Z1

13.0 Conflicts of Interest

13.01 Physicians will ensure that Services are provided without any conflict of interest.

13.02 Conflict of interest will include, but not be limited to, a situation where there is an aspect of common control between a referring Physician and a Specialist or Physician either within a practice group or in relation to joint ownership of a facility. In such a case, the referring Physician will notify the WCB of the referral and the potential conflict.

13.03 Physicians will not enter into any agreement with any Worker or any Employer for the treatment of work related conditions without advising the WCB.

14.0 Other

14.01 The parties may, upon mutual agreement in writing, amend the terms of this Agreement.

DocuSign Envelope ID: 436C41AE-FB70-4187-85EA-7DACFF1C70A9

14.02 This Agreement constitutes the entire and exclusive agreement between the AMA and the WCB and supersedes any prior negotiations, representations or agreements, either written or oral. If any provision of this Agreement is for any reason invalid, that provision will be considered separate and severable from this Agreement and all other provisions of this Agreement will remain in force and binding on the parties.

14.03 This Agreement will be interpreted and governed according to the laws of the Province of Alberta in force from time to time, and the forum for all disputes requiring judicial intervention will be the Courts of the Province of Alberta.

14.04 Paragraph headings will not be considered in interpreting the text.

14.05 All Schedules to this Agreement will form a part of this Agreement.

14.06 Time will be of the essence.

SIGNED at the City of Edmonton, in the Province of Alberta this ___ day of ___________, 2020.
6/18/2020

6/18/2020

THE WORKERS' COMPENSATION BOARD

DocuSigned by:
Trevor Alexander
Per: EC17685E47BD486...
President and Chief Executive Officer
Trevor Alexander

ALBERTA MEDICAL ASSOCIATION

DocuSigned by:
M Gormley
Per: 8D8334DF1E7E458...
Executive Director
Mike Gormley

SCHEDULE "A"

REPORTING REQUIREMENTS

1. The parties acknowledge that timely, legible and complete reporting is critical to the management of Workers' cases and is a requirement of this agreement.

2. Physicians will submit reports as and when required by the Act, as outlined herein, and from time to time when requested by the WCB. The parties acknowledge that the WCB is required to determine what injuries sustained by a Worker are work related and in doing so the WCB may require information regarding medical history prior to the date of a work related injury.

3. Physicians will provide copies of documents relating to Services when requested by the WCB.

4. The AMA will continue to use its best efforts to make Physicians aware of their statutory obligations under the Act as well as the WCB's reasons for requiring reports.

SUPPLEMENTARY REPORTS

1. The WCB may request supplementary (additional) information from a physician. Each supplementary report must be accompanied by a Medical Invoice including the name of the CO requesting the report and the date of the request.

INITIAL SPECIALIST or VSC CONSULTATION REPORT

1. The sequence and content of reports will be as follows:
   - a) Name of the referring physician;
   - b) Date of Exam
   - c) Date of Referral
   - d) History of illness or injury;
     - i) mechanism of injury and relationship of condition to workplace injury;
     - ii) previous history of injury or problems to same part of body; and
     - iii) history of non-occupational activities (i.e., social, domestic, and recreational) related to a compensable injury.
   - e) Present complaints;
   - f) Objective findings, including observed discrepancies and significant negative findings;

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g) Diagnosis or differential diagnosis;

h) Opinion and Recommendations.

  i) statement of any investigations or treatment required;
  ii) list any complicating factors affecting recovery;
  iii) a summary of the discussion with the Worker on the reasonable period of recovery and expected return to work date; and
  iv) report of the fitness to work- date of accident work, duration of modified work with restrictions and projected date for return to employment. Appendix “B” provides the Physician with the necessary work capability classification.

OPERATIVE REPORT

1. The report should contain at a minimum the information below:

  a) Date of Surgery;
  b) Thorough description of surgical procedure;
  c) Worker tolerance to procedure;
  d) Any abnormal findings and/or complications observed during the procedure;
  e) Anticipated recovery date; and
  f) Approximate date of follow-up.

SURGICAL AND NON-SURGICAL SPECIALIST CONSULT FOLLOW-UP

1. The report should contain at a minimum the information below:

  a) Date of Exam;
  b) Results from any diagnostic test performed and the specific implications for diagnosis, treatment, rehabilitation and return to work;
  c) Present Complaints;
  d) Progress to date;
  e) Opinion and Recommendations.

    i) statement of any investigations or treatment required;
    ii) list any complicating factors affecting recovery;
    iii) a summary of the discussion with the Worker on the reasonable period of recovery and expected return to work date; and
    iv) report of the fitness to work- date of accident work, duration of modified work with restrictions and projected date for return to

employment. Appendix "B" provides the Physician with the necessary work capability classification.

CANCELLATIONS AND NO-SHOWS

1. This Agreement expands the applicability of the "No Show/Cancellation" fees for Specialists when a Worker does not provide sufficient notice to cancel a set appointment or is a no-show for that appointment. In the predecessor agreement, these fees were payable for appointment cancellations and no-shows in relation to Visiting Specialist Clinics (VSC) only. As of the Effective Date of this Agreement, Specialists can bill WCB for Worker cancellations and no-shows for consultations and appointments in the community, that is, at the Physician's usual community or hospital clinic, regardless of whether the Specialist is VSC affiliated or not, subject to the following payment rules:

   A No Show/Cancellation Fee may be invoiced in instances where the Worker had a set appointment and did not attend or where the Specialist was informed of a cancellation with 3 Business Days' or less notice. The Specialist will ensure proper and complete documentation exists to support the above scenarios.

   In order for a No Show/Cancellation fee to be payable, all no shows/cancellations must be documented in reports and invoices to give the CO information to deal with non-attendance issues. The Specialist will support Worker's attendance at scheduled appointments by one or more of the following for the First Visit, and two or more for subsequent visits:

   a) Providing notice to the Worker outlining the appointment time and contact number of the facility;

   b) Placing reminder phone calls or sending an electronic notification (email, text) prior to the appointment; and

   c) Documenting appointment times in reports for repeat visits to give the CO information necessary to place reminder phone calls to the Worker.

SCHEDULE "B"

FEES

AH SCHEDULE OF MEDICAL BENEFITS (SOMB)

1. With the exception of the WCB-specific fees ((Reporting Fees (RF), Expedited Surgery (ES), VSC Surgery (VS) and OP Codes) as set out in this Agreement and accompanying Schedules, Services fees will be based on the AH SOMB as amended from time to time.

2. The effective date for fees payable under Article 1 above will be the effective date of the changes to the SOMB. The WCB will apply such changes retroactive to the effective date when the changes to the SOMB are expressly retroactive.

REPORT, EXPEDITED SERVICES, OP CODE, AND VSC SURGERY CODE FEES

1. Provided that the Physician has complied with this Agreement, the Physician will receive payment, as outlined in Appendix "A".

2. WCB-specific codes fees will receive a percentage increase equal to and effective on the same date as any positive allocation (percentage increase) implemented by AH to its SOMB.

3. In the event that AH does not implement an annual percentage increase to its SOMB in any year during the term of the Agreement, each of the WCB-specific code fees excepting OP Codes will be increased by 1.6% for that year effective April 1 of that year.

4. OP Codes will be adjusted as follows:

    a) The base fee will be adjusted in accordance with changes to the related SOMB code; and

    b) The premium percentage will not be adjusted.

    The premium percentage for all OP Codes will for Anesthetists be maintained as an additional 98.08% above the corresponding SOMB fee.

5. The WCB will pay adjusted Reporting, Expedited Services, OP Codes and VSC Surgery (VS and ES) fees within 30 (thirty) days of adjustment referred to in Article 2, 3 and 4 retroactive to the effective date of the changes made to the SOMB by AH; or, in the event that no increase is implemented in a given year (Article 3) effective April 1.

6. OP Codes will not be billed in addition to the AH SOMB equivalent.

7. Only one OP Code will be billed for the same surgical date with the exception of bilateral joints.

UNBUNDLING

1. Fees billed to the WCB by Physicians will be on an unbundled basis. This means the Physician is entitled to a separate fee, payable at 100%, for each component of a procedure when those components are separate and distinct.
2. Unbundling does not apply when a component of a procedure, in accordance with best medical practices, facilitates or is required for the completion of another. In those cases the components are considered to be intrinsically linked and the usual AH rules apply.
3. Without restricting the generality of the foregoing, the following rules will apply to determining what components are unbundled:

    a) the fee charged for a surgical procedure will not include pre-surgical or post-surgical visits, which may be billed separately;

    b) Anesthetists will be entitled to bill a fee equivalent to a Comprehensive Visit (03.04A) for pre-surgical Patient examinations in addition to the Anesthetic fee otherwise payable;

    c) where a procedure is carried out in conjunction with a visit, both items may be billed;

    d) as a general rule, procedural or intravenous sedation may be billed in addition to the procedure, when necessarily done by a different physician;

    e) cast application may be billed in addition to the procedure; and

    f) nerve blocks for management of post-operative pain performed at the end of a procedure may be billed in addition to both the procedure and the anesthetic.

4. Other than in the case of unbundling, or where in conflict with other provisions of this Agreement, AH Rules relating to the interpretation and application of fee codes under the *Alberta Health Care Insurance Act* will apply.
5. The AMA/WCB Advisory Committee will be responsible for collaboratively reviewing utilization issues and clarifying appropriate billing practices during the term of this Agreement (and any extension).

RECOVERIES

1. When the WCB reverses a payment to a Physician pursuant to Article 5 of the Agreement for a billing(s) paid for by the WCB previous to the current calendar year, resulting in the need for the Physician to bill AH to recoup the payment, the Physician may bill the administrative fee RAF01 to WCB. The RAF01 fee is payable once per reversal episode.

RELATIONSHIPS AND COMMUNICATION

1. The telephone consultation (TCAMA) code and fees introduced in this Agreement are meant to compensate for the time spent on conversations between a Physician and a WCB-affiliated physician and/or a Physician and the CO. The parties encourage these types of conversations as a means to both support stakeholder engagement and promote the earlier identification of additional support needs for Workers as well as return-to-work barriers that Workers may face.

SCHEDULE "C"

EXPEDITED SERVICES

1. The intention of Expedited Services fees is to recognize the commitment of physicians to provide Expedited Services and reports where these Services are performed on an expedited basis without being medically required on that basis. Subject to dispute resolution as described in clause 2, the WCB will determine if an Expedited Services fee is payable. The following circumstances will not result in the payment of an Expedited Services fee:

   a) Where the Worker has a severe medical condition or injury, or has experienced a medical emergency or trauma requiring Services and such Services are provided as medically indicated given the nature and severity of the injury, expedited fees are not payable. In order for a Service to be billed as an Expedited Service, the Service must be delivered more expediently than it would have in the ordinary course of treatment. For example, Services that are provided immediately to reduce the possibility of a loss of life or limb or permanent impairment are not Expedited Services.

   b) Consultation or Surgery medically required to be performed within 4 calendar days of date of Accident to prevent significant deterioration or additional problems from developing.

   c) Emergency surgery when the Specialist is on call.

2. In the event that a dispute arises as to whether or not Services qualify for an Expedited Services fee, the matter will initially be referred to the HCC for resolution and, if not resolved, may then be referred to the AMA/WCB Advisory Committee.

3. With the exception of Expedited Consultations and Expedited Surgeries performed in VSC's, all Specialists will have the opportunity to provide Expedited Services on the terms specified in this Agreement.

EXPEDITED SERVICES TIMING

1. There are two time frames for Expedited Services:

   a) Within 15 Business Days (Full Expedited Services fee apply)
   b) Between 16 to 25 Business Days (Pro-rated Expedited Services fee apply)

2. Services will only be considered expedited when:

DocuSign Envelope ID: 436C41AE-FB70-4187-85EA-7DACFF1C70A9

a) For initial consultations, the consultation is completed and the report is received by the WCB within the above number of Business Days following receipt of the referral letter.

b) For surgeries, where the surgery is completed within the above number of Business Days following the day the decision is made to proceed with the surgery.

3. If a delay is imminent or anticipated due to outstanding investigations regarding the same Worker, the Specialist will advise the HCC forthwith and the HCC may, in his/her discretion, extend the period or periods referred to above. If the Specialist fails to complete the Expedited Consultation or Expedited Surgery and provide the WCB with a report within the time frames stated above, an expedited fee will **not** be payable. The periods of time to complete Expedited Services will not be extended as a result of office closures, Specialist unavailability, or vendor service issues.

VISITING SPECIALIST CLINIC (VSC)

1. In addition to the above services, Specialists may opt to provide Expedited Services within the VSC.

2. Participation in a VSC is dependent on supply and demand of the WCB's need for surgical/non-surgical consults and surgeries.

3. VSC Specialists must be pre-approved by the WCB prior to offering VSC-related services, which also requires that the Specialist has the necessary privileges to provide Services at that location from Alberta Health Services or the College.

4. Approval by the HCC must be received prior to providing Services within a VSC.

5. Only referrals from the WCB Surgical Coordinator will be eligible for VSC-related fees.

6. It is the responsibility of the Specialist in a VSC to ensure ample notice is given to the VSC facility on their availability.

7. It is the responsibility of the Specialist to ensure that reporting meets the standards outlined in Schedule A.

8. VSC codes will only be used and VSC fees will only be payable for Services that are actually performed in the facility designated by the WCB during the period of

time scheduled for the VSC. No other Services will qualify for VSC fees, whether or not those Services were initiated at a VSC. VSC fees will not be payable for any Services provided at a physician's office or clinic that have not been designated by the WCB as a VSC facility.

SPECIALIZED DIAGNOSTIC TESTS

The WCB can normally arrange specialized diagnostic tests (e.g. MRI or nerve conduction studies/EMG studies) recommended as a result of examinations more expediently than the Physician. In order to facilitate an expedited specialized diagnostic test, the Physician must notify the WCB, who will confirm claim entitlement and book the test.

A MRI may be booked by completing and sending a MRI requisition by facsimile to a Booking Expeditor. Nerve conduction studies/EMG studies can be booked by sending a request by facsimile to a Booking Expeditor.

Booking Expeditor:

- **Facsimile: 780-498-7807**
- Voice: 780-498-4143, 780-498-3878, or 780-498-4155.

The WCB will confirm all bookings by contacting the Physician’s office directly.

Should other specialized diagnostic tests (not identified above) be required, the WCB may be able to arrange these tests more expediently than the Physician. The Physician must contact HCS at 780-498-3219 for further information.

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APPENDIX "A"
WCB FEE SCHEDULE – ALBERTA PHYSICIANS

Effective April 1, 2020

Fee for Service			
Service fees based on Alberta Health's Schedule of Medical Benefits			
Reporting Fees			
General Practitioner Report Fees	**WCB Fee**		**WCB Health Services Code**
First report (C050)	Same-day	$75.58	Select "create a new report" or "create a follow-up report" within Electronic Injury Reporting
	On-time	$68.88	
	Late	$51.66	
Progress report (C151)	Same-day	$45.91	
	On-time	$41.85	
	Late	$31.39	
Specialist Report Fees **NOTE:** All Specialists' invoices must be submitted using Form C568 within Electronic Injury Reporting.	**WCB Fee**		**WCB Health Services Code**
Consultation report	Same-day	$92.36	RF01E
	On-time	$84.19	
	Late	$63.14	
Follow-up report	Same-day	$45.91	RF03E
	On-time	$41.85	
	Late	$31.39	
Supplementary Report Fees	**WCB Fee**		**WCB Health Services Code**
NOTE: Use CALL fields to enter the number of pages (e.g. a 10-page chart would be billed as **RF04, CALLS 10**).	$39.84 Photocopies: $0.50/page		RF04
Summary of medical information without opinion			
General practitioner (first 30 minutes)	$143.38		RF05
General practitioner (additional 15-minute increments)	$55.78		
Specialist (first 30 minutes)	$175.27		RF05
Specialist (additional 15-minute increments)	$55.78		
Summary of medical information with opinion			
General practitioner (first 30 minutes)	$167.28		RF06
General practitioner (additional 15-minute increments)	$55.78		
Specialist (first 30 minutes)	$215.07		RF06
Specialist (additional 15-minute increments)	$55.78		
Copies of specified documents or reports from a chart are requested by the WCB and are part of a summary of medical	$0.50/page		RF08

Relationships and Communication	WCB Fee	WCB Health Services Code
Telephone Consultation, Physician-WCB Physician or Physician-WCB Claim Owner, first 30 minutes	$77.74	TCAMA
• Additional 10 minute increment or major portion thereof	$25.91	
Recoveries Administrative Fee	**WCB Fee**	**WCB Health Services Code**
Administrative fee, billable once per reversal episode for payment reversal outside of the current calendar year.	$250.00	RAF01

DEFINITIONS

- **Business Day:** Monday through Friday from 12:00 a.m. to 11:59 p.m. Mountain Time (MT) each day (excluding New Year's Day, Alberta Family Day, Good Friday, Victoria Monday, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, August 1st Civic Holiday and Boxing Day).

- **Examination date:** day 0.

- **Received by WCB:** the date the information is received (and automatically timestamped) by WCB. Please note that this is not the date the physician completes the report or submits it to a vendor.

- **Same-day report submission:** the report is received by WCB on the same date as the completed examination, which includes up to 10:00 a.m. Mountain Time (MT) the following Business day;

- **On-time report submission:** the time when WCB receives a report. This does not refer to the time when submitted by a general practitioner or specialist.

  - **GP first report**: the report is received within three (3) business days from the date of the completed examination up until 10:00 a.m. Mountain Time (MT) on the fourth (4th) business day following the completed examination.

  - **GP progress report**: the report is received within four (4) business days from the date of the completed examination up until 10:00 a.m. Mountain Time (MT) on the fifth (5th) business day following the completed examination.

- **Specialist consultation report** and **specialist follow-up report**: the report is received within four (4) business days from the date of the completed examination up until 10:00 a.m. Mountain Time (MT) on the fifth (5th) business day following the completed examination.

- **Late report submission:** the report is received by WCB any time after the designated on-time report submissions.

Expedited Consultation	WCB Fee	WCB Health Services Code
Report received within 15 Business Days from referral.	$358.49	RF02
Report received within 16 - 25 Business Days from referral.	$119.51	RF09
Expedited Surgery	**WCB Fee**	**WCB Health Services Code**
Surgery completed within 15 Business Days from date of consult.		
• Surgeon	$479.65	ES01A
• Anaesthetist	$329.44	ES02A
• Surgical Assistant	$179.22	ES03A
Surgery completed within 16 - 25 Business Days from date of consult.		
• Surgeon	$152.62	ES04
• Anaesthetist	$101.73	ES05
• Surgical Assistant	$50.89	ES06

SPECIALIST CONSULTS (Not affiliated with VSCs)	WCB Fee	WCB Health Services Code
Initial consult	As per AH SOMB	03.08A
Initial consult no show/ cancellation • Notification of cancellation with 3 Business Days' or less from date of consult	Fee will match AH 03.08A fee	COM01N
Follow-up consult	As per AH SOMB	03.03A
Follow up consult no show/ cancellation • Notification of cancellation with 3 Business Days' or less from date of consult	Fee will match AH 03.03A fee	COM02N

EXPEDITED SERVICES

There are two time frames for expedited services:

a) Within 15 Business Days (full expedited services fee apply).
b) Between 16 – 25 Business Days (pro-rated expedited services fee apply). Services will only be considered expedited when:

a) For initial consultations, the report is received by the WCB within the above number of Business Days following receipt of the referral letter.
b) For surgeries, the surgery is completed within the above number of Business Days following the day the decision is made to proceed with the surgery.

If a delay is imminent or anticipated due to outstanding investigations regarding the same worker, the specialist will advise the HCC who may, at their discretion, extend the period or periods referred to above. If the specialist fails to complete expedited consultation or expedited surgery and provide WCB with a report within the time frames stated above, an expedited services fees will not be payable. The periods of time to complete expedited services will not be extended due to office closures or specialist unavailability.

SEE CODES & FEES ON THE FOLLOWING PAGE

Anaesthetist Fee for Orthopedic Procedures (When surgery performed by a WCB-contracted orthopaedic surgeon)

WCB Code	Equivalent AH Code	Description	WCB Fee
OP01	93.83C	Posterior shoulder instability repair **NOTE:** May not be claimed in association with 93.83D or 95.65B	$547.33
	93.83D	Bankart repair or capsular shift for anterior instability	
OP02	95.91C	Subacromial decompression including bursectomy **NOTE:** May not be billed in association with 95.65B	$216.52
OP08A	93.09D	Instrumentation of dorsolumbar and cervical spine with or without fusion — posterior, 2 vertebrae	$866.07
OP09	92.32B	Arthroscopy knee including meniscectomy	$328.40
OP10	16.09P	Anterolateral or posterolateral decompression of spine — not simple discectomy or laminectomy	$1,096.27
OP11	93.45A	Anterior cruciate ligament reconstruction with bone — patellar tendon graft	$693.30
OP17	93.41A	Total knee arthroplasty including hemiarthroplasty	$875.16
	93.59A	Total hip arthroplasty	
OP18	93.83H	Rotator cuff repair including tendon transfer	$364.88
OP22	93.11A	Ankle fusion	$419.93
OP23	93.12A	Single hind foot joint fusion or syndesmosis fusion	$402.46
OP27	93.49B	Reconstruction ligament(s) ankle — late repair, more than 14 days	$437.86
OP28	89.22B	Wedge osteotomy ulna	$291.91
OP29	93.25	Arthrodesis — carporadial fusion	$401.39
OP30	93.28	Interphalangeal fusion — arthrodesis or tenodesis	$218.94
OP31	90.6 F	Removal of hardware, excluding external fixator devices, first full 30 minutes of major portion thereof for the first call when only one call is claimed	$218.94
OP32	98.11C	Debridement of wound or infected tissue (over 64 total square cms)	$437.86
OP33	92.31R	Artificial disc replacement, cervical disc	$1,313.61

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WCB VISITING SPECIALIST CLINIC (VSC) PHYSICIAN FEE SCHEDULE

Visiting Specialist Clinic	Services Code	Fee
Non back – first consult	VS01	$534.18
Non back – follow-up consult	VS02	$178.57
Back – first consult	VS03	$610.47
Back – follow-up consult	VS04	$305.25
Non back – first consult no show/cancellation with 3 Business Days or less from the date of consult	VS01N	$534.18
Non back – follow-up consult no show/cancellation with 3 Business Days or less from the date of consult	VS02N	$178.57
Back – first consult no show/cancellation with 3 Business Days or less from the date of consult	VS03N	$610.47
Back – follow-up Consult no show/cancellation with 3 Business Days or less from the date of consult	VS04N	$305.25

VSC Surgery	Services Code	Fee
Surgery completed within 15 Business Days from date of consult		
• Surgeon	ES01	$457.86
• Anaesthetist	ES02	$305.25
• Surgical assistant	ES03	$152.62
Surgery completed within 16 – 25 Business Days from date of consult		
• Surgeon	ES04	$152.62
• Anaesthetist	ES05	$101.73
• Surgical assistant	ES06	$50.89
No-shows/cancellations with less than 3 Business Days' notice (**NOTE:** Payable only if surgery was the result of a VSC referral)		
Surgery was to be completed within 15 Business Days from date of consult		
• Surgeon	ES01N	$457.86
• Anaesthetist	ES02N	$305.25
• Surgical assistant	ES03N	$152.62
Surgery was to be completed within 16 - 25 Business Days from date of consult		
• Surgeon	ES04N	$152.62
• Anaesthetist	ES05N	$101.73
• Surgical assistant	ES06N	$50.89

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APPENDIX "B"

CLASSIFICATION OF WORK CAPABILITIES

Reference: National Occupational Classification Career Handbook (NOC-CH).

Limited work - Exerting up to 5 kg (11 lbs) of force.

Example: An occupation where the Worker sits most of the time, and only walks or stands for brief periods.

Light work - Exerting up to 10 kg (22 lbs) of force.

Example: Walking or standing to a significant degree, or sitting constantly but with arm and/or leg controls with exertion of force greater than limited.

Medium work - Exerting up to 20 kg (44 lbs) of force.

Heavy work - Exerting over 20 kg (44 lbs) of force.

Frequency:

Never - 0% of the day
Occasional - 1-33% of the day (includes the frequency of "rare" which is 1-5% of the day).
Frequent - 34-66% of the day
Constant - 67-100% of the day.