



Purchasing Services

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CONTRACT #H002020

CONSOLIDATED PHYSICIAN SERVICES MEMORANDUM OF AGREEMENT

The consolidation is of the April 1, 2014 Agreement and the January 20, 2017 Amendment and is for reference purposes only.

Memorandum of Agreement made effective April 1, 2014

BETWEEN:

BRITISH COLUMBIA MEDICAL ASSOCIATION

a body corporate, having its head office at 115 - 1665 West Broadway
Vancouver, BC V6J 5A4

("Doctors of BC")

AND:

WORKERS' COMPENSATION BOARD OF BRITISH COLUMBIA

a body corporate, having its head office at 6951 Westminster Highway
Richmond, BC V7C 1C6

("WorkSafeBC")

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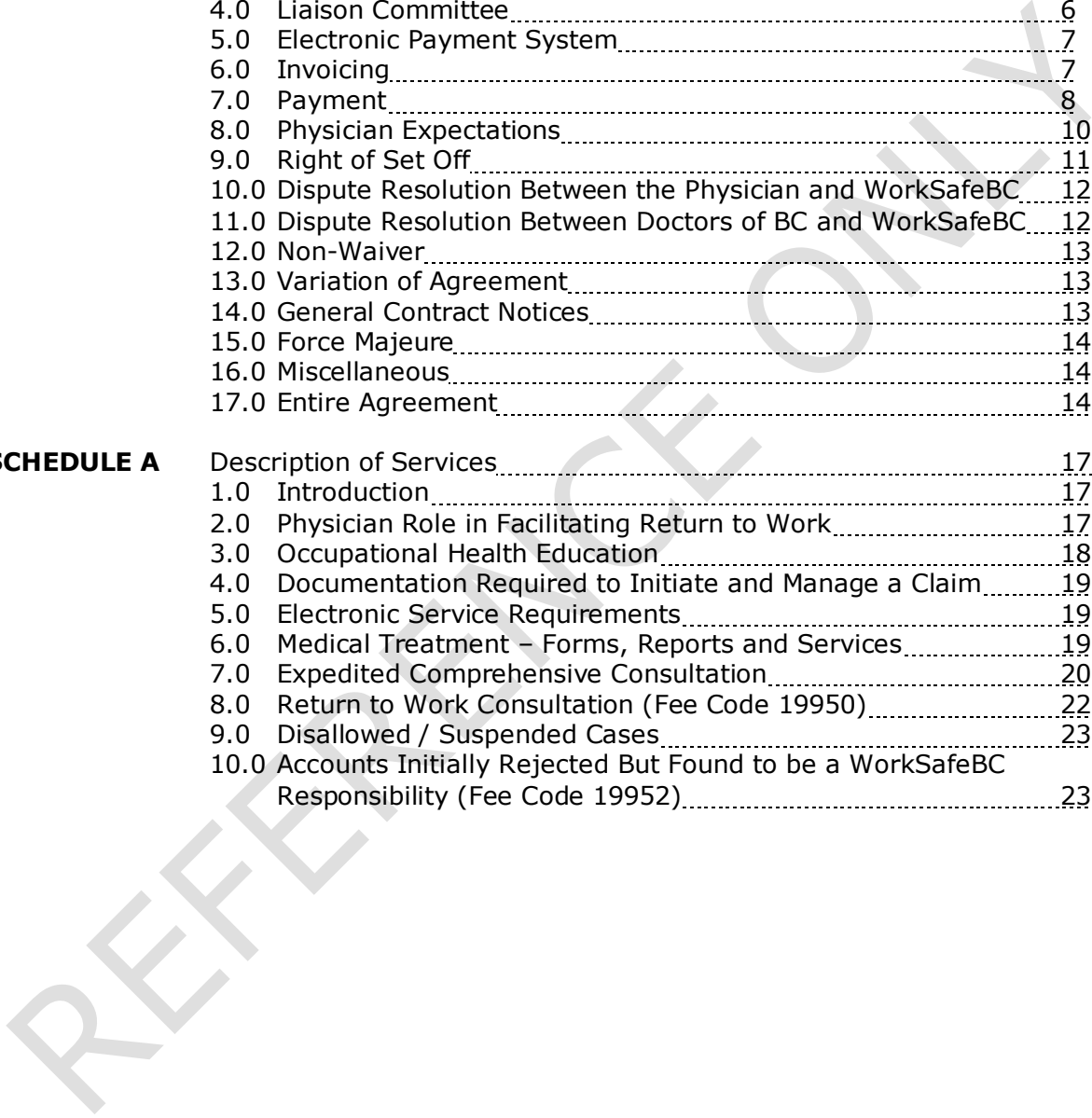


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REFERENCE ONLY

BACKGROUND

WorkSafeBC is created by and charged with the administration of the *Workers Compensation Act* R.S.B.C. 1996 c. 492 as amended (the "Act"), under which it has the authority to provide health care and rehabilitation services to workers who sustain injuries that arise out of and in the course of their employment.

In the exercise of its authority WorkSafeBC has established a series of programs and services with different criteria and mandates that are designed to meet injured worker and referral source needs, and to assist injured workers with recovery from injury with a primary focus on returning to work in a safe and timely manner.

The British Columbia Medical Association ("Doctors of BC") and WorkSafeBC wish to develop a working relationship to facilitate the return to work for Injured Workers suffering from work related injuries.

Doctors of BC and WorkSafeBC entered into this Agreement with the intention of negotiating a new agreement that sets out the terms and conditions under which the Physicians shall provide Services to WorkSafeBC.

AGREEMENT

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, Doctors of BC and WorkSafeBC agree as follows:

DEFINITIONS

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

Agreement:	This Agreement, schedules, attachments and the Physicians Reference Guide appended thereto.
Board Officer:	A WorkSafeBC Case Manager, Client Service Representative, Client Service Manager, Medical Advisor, Nurse Advisor, or other as designated.
Consult or Consultation:	Meaningful seeking advice and exchange of views prior to the making of a decision or the finalization of a policy initiative, as the context may require.
Duration of Surgery:	The time from when the patient enters the operating room to the time the patient leaves the operating room.
Electronically:	Means electronically transmitted by Teleplan or other agreed to electronic transmission system.
Expedited Services:	Services required in a time sensitive and particular manner by WorkSafeBC. This includes, but is not limited to, investigations, consultations, surgery, anesthesia and all associated reporting.
Extensive Spine Surgery:	Difficult and extensive spinal procedures requiring stabilization or multilevel procedures or revisions discectomy .
Health Care Services Program Manager:	A WorkSafeBC manager in Health Care Services.

Injured Worker/Worker:	An individual as defined in the <i>Workers Compensation Act</i> (the "Act") who is entitled to compensation under the Act and who receives Services under this Agreement.
Medical Advisor:	A physician individually contracted by WorkSafeBC to provide a variety of medical services in the claims management process as determined by WorkSafeBC.
Negotiation Committee:	Doctors of BC and WorkSafeBC members involved in negotiating the terms of this Agreement.
Party:	WorkSafeBC and/or the Doctors of BC.
Physician:	Medical practitioner who is a member in good standing with the College of Physicians and Surgeons of British Columbia.
Physicians Reference Guide:	An administrative guide developed by WorkSafeBC to assist physicians in understanding the Agreement between the BC Medical Association and WorkSafeBC. The guide clarifies service requirements, reporting, and invoicing, and does not provide medical guidelines.
Services:	The clinical consultation, treatment, surgeries, anaesthesia and reporting provided by the Physicians as set out by WorkSafeBC and agreed to by Doctors of BC under this Agreement as specified in Schedules A to E.
Sessional Services:	Contractual arrangement with Physicians for the provision of services. Compensation for the Sessional Services shall be in accordance to the specifications, qualifications and fees for the services as set out in Schedule C, D and E.
Specialist:	Means a physician who is a certificant or fellow of the Royal College of Physicians and Surgeons of Canada.
Physicians With Areas of Expertise:	A non-Specialist Physician with expertise in a specific branch of medicine or treatment.
Visiting Specialist Clinic (VSC):	WorkSafeBC makes provision for Specialist consultation services in a clinic in the Richmond location of WorkSafeBC. This clinic is called the Visiting Specialist Clinic.
WorkSafeBC Unique Fee For Service Items:	Those fees for services referred to in this Agreement between the Doctors of BC and WorkSafeBC that refer to WorkSafeBC services only.
WorkSafeBC, WCB or the Board:	The Workers' Compensation Board of BC.

1.0 SERVICES

1.1 Services: This Agreement is for the provision of medical services including Medical Services Plan (MSP) fee items and WorkSafeBC Unique Fee for Service Items, expedited Physician Services and Medical Advisor Sessional Services provided by Physicians to WorkSafeBC Injured Workers.

The Services shall be provided in compliance with all Schedules, criteria, policies and procedures detailed in this Agreement.

1.2 Salaried Physicians: Salaried Physicians are hired by WorkSafeBC as employees. This Agreement does not govern the relationship between WorkSafeBC and the Salaried Physician.

1.3 Non-Exclusive Agreements with Individual Physicians: Doctors of BC agrees and acknowledges that WorkSafeBC may contract with individual Physicians and/or groups of Physicians on a non-exclusive basis for WorkSafeBC Unique Fee For Service Items outside of this Agreement that do not conflict with this Agreement, with the written agreement from the Doctors of BC.

1.4 Projects and Innovation Committee:

1.4.1 Scope: The Parties agree to form a Projects and Innovation Committee (the "PIC") to foster increased communication and collaboration and to identify areas for the improvement of disability management for Injured Workers. This may include, but is not limited to:

- Improve and expedite management of neuro-musculoskeletal injuries;
- Expedite treatment/management of injuries by Specialists;
- Improve coordination of care between Physicians, Workers, employers and WorkSafeBC and other healthcare providers;
- Improve management of mental health issues;
- Improve care for complex patients;
- Improve efficiency of the case management system and removal of administrative impediments to better outcomes;
- Explore, develop, prototype and implement solutions that are mutually beneficial to the Parties;
- Evaluate Physician service delivery patterns and analyze outcome related to disability management; and
- Support improvements in electronic and other forms of communications between Physicians and WorkSafeBC.

Individual Physicians or employees of either Party may submit ideas to the PIC and the PIC shall provide a response in a timely manner.

The PIC shall develop business cases for pilot projects with objectives, scope, potential benefits and a proposed funding model to be considered by WorkSafeBC. WorkSafeBC shall maintain the sole discretion to determine if any business case is accepted or not.

1.4.2 Pilot Project: If after implementation of the pilot project, the benefits gained through the project are not to the satisfaction of WorkSafeBC, WorkSafeBC is under no obligation to implement further phases following the pilot project.

If WorkSafeBC deems the pilot project successful and desires further implementation, WorkSafeBC shall propose a fee for service schedule to Doctors of BC for negotiations prior to the implementation of the new fee for service item.

- 1.4.3 **Structure:** Membership on the PIC shall consist of three (3) members representing the Doctors of BC and three (3) members representing WorkSafeBC. By agreement of the Parties, the membership on the committee may be expanded on an ad-hoc or permanent basis.
- 1.4.4 **Chair:** The PIC shall have two (2) chairs, one selected from the Doctors of BC's representatives and one (1) selected from WorkSafeBC's representatives. The PIC shall meet no less than four (4) times per year or at the call of either chair person.
- 1.4.5 **Procedures:** The PIC shall determine its own procedures.
- 1.4.6 **Reports:**
- The respective chair of each Party shall submit an annual report no later than ninety (90) days after the Projects and Innovation committee's designated year-end. This report shall be forwarded to the Board of Directors of the Doctors of BC and to the President of WorkSafeBC.
 - The annual report for each Party shall include an assessment of all projects evaluated and the number of projects implemented by PIC during the last year. This may include, but is not limited to, the effectiveness in achieving project objectives and/or efficiencies. The intention is to focus PIC activities and ensure project goals align with PIC objectives.
- 1.4.7 **Costs:** Each Party shall be responsible for costs of their staff members. WorkSafeBC agrees to fund any administrative costs related to the meetings, or development of any business cases where reasonable. WorkSafeBC agrees to fund Physicians for Sessional Services when participating in the development of pilot projects and acting in the capacity of a subject matter expert where appropriate or on a pilot fee for service basis as determined by the PIC.
- 1.5 **The Act:** This Agreement is entered pursuant to the *Workers Compensation Act* R.S.B.C. 1996 c. 492 as amended (the "Act") and the Services provided under this Agreement are subject to the provisions and/or policies of the Act.

2.0 TERM OF AGREEMENT

- 2.1 **Term:** The term of this Agreement shall be for a period of sixty (60) months commencing on April 1, 2014 (the "Effective Date") and terminating on March 31, 2019.
- 2.2 **Retroactive Terms:** The Parties agree none of the terms of this Agreement shall be retroactive unless it is expressly stated in this Agreement.
- 2.3 **Provision Effective Date:** Any provision that states an effective date as "the date of signing of this Agreement" shall be deemed effective upon seven (7) calendar days after the signing of the Agreement by WorkSafeBC unless otherwise stated.
- 2.4 **Renewal:** If the Parties have not concluded or renewed this Agreement by the expiration date of this Agreement, this Agreement shall continue in effect after the expiration date until it is replaced by a new or amended Agreement.

3.0 RELATIONSHIP BETWEEN DOCTORS OF BC AND WORKSAFEBC

- 3.1 Doctors of BC: WorkSafeBC recognizes the Doctors of BC as the exclusive and authorized body to negotiate the terms of this Agreement on behalf of the Physicians who wish to provide Services to WorkSafeBC. The Doctors of BC shall make all reasonable efforts to ensure its members support this Agreement.
- 3.1.1 The WorkSafeBC will not enter into separate Agreements with individual Physicians and/or groups of Physicians that have the effect of amending any of the provisions of this Agreement in its application to those Physicians, without the express consent of the Doctors of BC.
- 3.2 Consultations: The Parties agree to collaborate and engage in ongoing dialogue on major issues of significance to the provision of the Services. The Parties agree Consultation provides opportunities to improve and implement solutions for the delivery of Services for Injured Workers.
- 3.2.1 WorkSafeBC shall inform and Consult with Doctors of BC before implementing changes that:
- May materially affect the working relationship between WorkSafeBC and the Physicians who perform the Services for WorkSafeBC under the terms of this Agreement for WorkSafeBC Fee For Service Items and/or Sessional Services;
 - Require affected Physicians to complete and submit new and/or modified forms or reports to WorkSafeBC; and
 - Reduce administrative requirements and conflicts for Physicians providing WorkSafeBC Unique Fee-For-Services.
- 3.2.2 Where technological opportunities are identified which would benefit WorkSafeBC but impose costs on the members of the Doctors of BC, WorkSafeBC will not implement such opportunities without first reaching an agreement with the Doctors of BC on responsibility for those costs. These costs shall be restricted to those which are directly necessary to implement the WorkSafeBC technological change.
- 3.2.3 Doctors of BC shall consult with WorkSafeBC before implementing changes that shall materially affect WorkSafeBC Services or the Injured Worker.
- 3.3 Reports: WorkSafeBC will make available to Doctors of BC, free of charge, reports that are regularly generated by WorkSafeBC for internal management purposes but subject to the *Freedom of Information and Privacy Act*. Other reports may be generated and shared with Doctors of BC on a fee for service basis in respect to specific requests made by Doctors of BC. The fee may be waived if the Liaison Committee agrees that the report is mutually beneficial.
- 3.4 Communications to Physicians: Doctors of BC shall distribute copies of this Agreement to the Doctors of BC membership with the assistance of WorkSafeBC and shall distribute agreed to information and updates related to this Agreement.

4.0 LIAISON COMMITTEE

- 4.1 **Scope:** WorkSafeBC and Doctors of BC shall participate in a Liaison Committee to address terms of reference, areas of mutual interest and/or concern. The Liaison Committee's specific objectives include:
- Physician education;
 - Consultation and input to WorkSafeBC policies relevant to clinical practice, including forms development and reporting requirements; and
 - Dispute resolution with respect to the practice or billing process on referrals from the Doctors of BC or WorkSafeBC.
- 4.2 **Liaison Committee Scope:**
- 4.2.1 The Liaison Committee shall:
- Review administrative matters affecting the relationship between WorkSafeBC and the Doctors of BC, whether of its own volition or in response to a referral from either or both Parties, and will make recommendations to the Parties on those matters;
 - Attempt to resolve any disagreements between WorkSafeBC and the Doctors of BC which are referred to it by joint agreement of the Parties;
 - Act as the principal forum for Consultations that may include negotiations with the Doctors of BC for the addition or modification of WorkSafeBC Unique Fee for Service Items; and
 - Attempt to resolve any disagreements between WorkSafeBC and a Physician which are referred to it by either WorkSafeBC or the Physician and will make recommendations to the WorkSafeBC and the Physician on those matters.
- 4.3 **Structure:** Membership on the Liaison Committee shall consist of four (4) members representing the Doctors of BC and four (4) members representing WorkSafeBC. By agreement of the Parties, the membership on the Liaison Committee may be expanded on an ad-hoc or permanent basis.
- One (1) representative of the Doctors of BC shall be a senior staff member and one (1) representative of WorkSafeBC shall be WorkSafeBC's Chief Medical Officer or delegate.
- 4.4 **Chair:** The Liaison Committee shall have two (2) chairs, one selected from the Doctors of BC's representatives, and one (1) selected from WorkSafeBC's representatives. The chairing of the meeting will be rotated between the chairs and shall parallel the rotating of the meeting location sites between Doctors of BC and WorkSafeBC offices. Support for the meetings shall be similarly apportioned.
- 4.5 **Frequency:** The Liaison Committee shall meet no less than four (4) times per year or at the call of either chair person. The dates to be at the Liaison Committee's discretion and extraordinary meetings may be called by either chair, or at the request of either Parties.

- 4.6 Procedures and Reports: The Liaison Committee shall determine its own procedures that includes:
- The respective chair of each Party shall submit an annual report no later than ninety (90) days after the Liaison Committee's designated year-end. This report shall be forwarded to the Board of Directors of the Doctors of BC and to the President of WorkSafeBC.
- 4.7 Terms of Reference and Strategic Plan: The Liaison Committee shall determine its own procedures, terms of reference and strategic plan, unless otherwise governed by WorkSafeBC.
- 4.8 Minutes: Minutes of all Liaison Committee meetings shall be maintained. These minutes will be recorded by WorkSafeBC, and will be distributed no later than thirty (30) days from the conclusion of the meeting to Liaison Committee members. Minutes will be governed under the appropriate privacy legislation, including the *Freedom of Information and Protection of Privacy Act*.
- 4.9 Costs: Each Party shall be responsible for costs of their own members participation.

5.0 ELECTRONIC PAYMENT SYSTEM

- 5.1 Current: The Physician shall use the electronic payment system for invoicing as specified by WorkSafeBC. The current system available for electronic submission of invoices is the Medical Services Plan (MSP) Teleplan system, unless the Injured Worker does not possess a valid Personal Health Number (PHN).
- WorkSafeBC may exempt specific Physicians from this requirement where compliance is not possible. WorkSafeBC shall be responsible for the administration and transaction costs for Teleplan. Teleplan administration and transaction fees shall be paid by WorkSafeBC.

6.0 INVOICING

- 6.1 Authorized Services: The Physician shall only submit invoices to WorkSafeBC for authorized Services provided to an Injured Worker as described and in compliance with the B.C. Medical Services Plan Fee Schedule and Schedules A, B, C, D and E of this Agreement. All exceptions shall be referred to the Doctors of BC – WorkSafeBC Liaison Committee.
- 6.2 Charges: No additional charges shall be invoiced to or payable by WorkSafeBC.
- 6.3 Fee Item Codes: WorkSafeBC has assigned fee codes to the fee descriptions set out in Fee Schedules. The Physician shall only submit invoices that reference the appropriate fee item code as described in the Fee Schedules and WorkSafeBC Physician Reference Services Guide.
- 6.4 Invoice Submission: The Physician shall submit invoices within ninety (90) days of the completion of the Services in accordance with the Fee Schedules and WorkSafeBC Physician Reference Services Guide. Invoices received after ninety (90) days from the completion of the Services may not be paid by WorkSafeBC, unless it is submitted due to reimbursing the Injured Worker for fees paid for an accepted claim.

- 6.5 Individual Manual (Paper) Invoices for Each Injured Worker: Where the Physician submits a manual invoice, the Physician shall only reference the Services provided to one (1) Injured Worker in an invoice. Where a Physician is providing Services for multiple Injured Workers simultaneously, the Physician shall issue a separate invoice for Services rendered for each Injured Worker.
- 6.6 Electronic and Fax Submissions: Physicians shall submit invoices and forms for Form 8 and 11 only through MSP Teleplan (electronically) or by fax transmission.

7.0 PAYMENT

- 7.1 Fee Schedule: WorkSafeBC shall compensate the Physicians in accordance with the B.C. Medical Services Plan Fee Schedule and Schedules A, B, C, D and E of this Agreement for providing Services to Injured Workers and only if the Services are authorized by WorkSafeBC and the Physician has provided the Services in compliance with the terms and conditions of this Agreement.
- 7.2 Fee Schedules: WorkSafeBC shall pay for all Physician services provided to Workers entitled to benefits under the *Act* in accordance with the following:
- 7.2.1 The 2014 Physician Master Agreement as negotiated between the Doctors of BC, the Government and the Medical Services Commission.
- 7.2.2 A fee increase as follows to be applied to all fee items as per Schedules B, C and D; with the exception of out-of-office surcharge fee codes (19512, 19513, 19514, 19405, 19406, 19407, 19410, 19411, 19412):
- | | |
|--------------------------|-------|
| Effective April 1, 2014: | 0% |
| Effective April 1, 2015: | 1% |
| Effective April 1, 2016: | 1.25% |
| Effective April 1, 2017: | 1.5% |
| Effective April 1, 2018: | 1.5% |
- 7.2.3 The B.C. Medical Services Plan Fee Schedule plus a premium of ten percent (10%) if the Physician invoices WorkSafeBC electronically through MSP Teleplan.
- 7.2.4 Those Physicians who do not submit through MSP Teleplan will receive a reduced premium of three percent (3%).
- 7.3 B.C. Medical Services Plan Fee Schedule: The Parties agree that if the Medical Services Commission prorates the fee schedules contained in the B.C. Medical Services Plan Fee Schedule, it shall not have an effect upon this Agreement.
- 7.4 WorkSafeBC Unique Fee for Service Items: WorkSafeBC shall compensate Physicians as set out in Schedules A, B, C, D and E and Physicians Reference Guide. "Unique Fee for Service Items" are fees that are exclusive to WorkSafeBC requirements. WorkSafeBC agrees to Consult and discuss with Doctors of BC the intent to delete any Unique Fee for Service items. WorkSafeBC shall provide sixty (60) calendar days notice following the consultation process with Doctors of BC and prior to the deletion of a Unique Fee for Services item.

Following Consultation with Doctors of BC, WorkSafeBC reserves the right and at any time, to delete any of the Unique Fee for Service Items. WorkSafeBC will negotiate with the Doctors of BC for the addition or modification of Unique Fee Items, either through formal negotiations or through the process described in Article 4.2.1 Liaison Committee Scope.

- 7.5 Sessional Services: WorkSafeBC shall compensate Physicians acting as Medical Advisors, and Physicians performing Expedited Services, on a sessional basis as set out in Schedules C, D and E.
- 7.6 Subsequent Acceptance of a Claim by WorkSafeBC: Where a claim is initially rejected and the initial treatment is subsequently accepted by WorkSafeBC, the submission of Form 8 and other required information or chart notes shall commence from the date of the request is communicated by a Board Officer.
- 7.7 Office Visit and Form Fee: WorkSafeBC will pay the full cost of the office visit, if the injury is compensable and the injury is the primary reason for the office visit and where applicable, a form fee. WorkSafeBC shall not pay for any other injuries and complaints.
- The Physician of first contact or attending Physician must complete a Form 8 where the Physician suspects the Worker may be disabled beyond the day of injury or if the claim is for a hernia, back condition, shoulder or knee strain/sprain, mental disorder, or occupational disease.
- 7.8 Interest: WorkSafeBC shall reimburse interest on outstanding accounts per the process employed by MSP, except where specifically exempted as set out in Article 5.1.
- 7.9 Interest Rate: Interest rate shall be that used by MSP.
- 7.10 Interest Retroactive: The interest on outstanding accounts will be retroactive to the date of the transmission of the invoice to WorkSafeBC and compounding will occur monthly. The payment of interest will be made at the time the account is processed.
- 7.11 Rural Retention Program Premium: WorkSafeBC shall compensate the Rural Retention Program Premium equivalency to the Medical Services Plan for Physicians residing in qualified communities. Locum Physicians shall submit invoices with the residing Physician's payment number. Where this is not practical, the locum Physician may receive the Rural Retention Program Premium by submitting their own payment number if prior notification is given to WorkSafeBC.
- The Rural Retention Program premium is not payable to sessionals providing Medical Advisor services listed in Schedule E.
- 7.12 Electronic and Fax Submissions: WorkSafeBC shall only compensate Physicians for invoices and forms for Form 8 and 11 submitted electronically through MSP Teleplan or by fax transmission. WorkSafeBC shall not compensate Physicians that submit invoices or forms for Form 8 and 11 by mail.

- 7.13 Invoice Returns: WorkSafeBC shall return to the Physician invoices containing discrepancies or errors, noting areas for correction. If the defect is minor, WorkSafeBC may correct the invoice. WorkSafeBC shall not pay the Physician until an invoice complies with the terms of this Agreement and is received by WorkSafeBC or the invoice has been corrected by WorkSafeBC.

8.0 PHYSICIAN EXPECTATIONS

The Doctors of BC agrees to advise Physicians of the following expectations WorkSafeBC has of Physicians providing the Services:

- 8.1 Physicians must be a current member in good standing with the College of Physicians and Surgeons of British Columbia; and
- 8.2 WorkSafeBC may undertake a review to confirm the professional credentials of the Physician at any time during the Term of this Agreement.
- 8.3 Physicians will immediately notify WorkSafeBC of any change in status or any restrictions on their practice imposed by the College of Physicians and Surgeons which affects their ability to provide the Services. If WorkSafeBC determines that any changes in status or restrictions imposed by the College of Physicians and Surgeons affect a Physician's ability to provide the Services that have been referred by WorkSafeBC, WorkSafeBC may immediately suspend or terminate those Services.
- 8.4 Physicians will not use the name of any Injured Worker for any advertising, solicitation, in any mailing list or publication, written or verbal, without prior written consent from the Injured Worker. If WorkSafeBC, in its sole discretion, determines that any advertising, publication or solicitation by the Physician is inappropriate or in any way causes harm to WorkSafeBC or its reputation WorkSafeBC may in writing direct the Physician to cease using any reference to WorkSafeBC in its advertising, except where previously authorized by WorkSafeBC.
- 8.5 Physicians shall be registered and in good standing with the Assessment Department of WorkSafeBC if required or permitted under the Act and shall maintain such good standing during the term of this Agreement and any subsequent renewals. If the Services are provided outside of British Columbia, Physicians shall be registered if required or permitted and in good standing with the Workers' Compensation Board or similar authority within that jurisdiction, and shall maintain such good standing during the term of this Agreement and any subsequent renewals.
- 8.6 Physicians shall at all times during the term of this Agreement and any subsequent renewals comply with all applicable health and safety regulations under the Act.
- 8.7 WorkSafeBC is responsible for Worker and workplace safety in British Columbia, and for ensuring compliance with the Act and the regulations under the Act (the "Regulations"). As such it is important that Physicians performing Services for WorkSafeBC comply with the Act and Regulations in order to promote Worker and workplace safety.

During the Term of this Agreement, Physicians shall ensure that all work performed in British Columbia by them under this Agreement is performed in compliance with all applicable health and safety regulations and guidelines, including without limitation the Act and Regulations.

If a Physician does not comply with this requirement, WorkSafeBC may immediately terminate the Physician's access to Services under this Agreement without prior notice to the Physician for Services that have been referred by WorkSafeBC.

- 8.8 The Physicians, his and her employees are required, as soon as possible and no later than twenty-four (24) hours from being made aware of the threat, report to WorkSafeBC any threats, whether perceived or actual, made by Injured Workers. Threats include, but are not limited to: physical threats and suicide threats.
- Reports shall be made to the WorkSafeBC Corporate Security Department at (604) 279-7578. If there is imminent danger to anyone, the Physician shall contact the local policing authorities without delay.
- 8.9 Physicians shall report, verbally and in writing, to the WorkSafeBC Program Manager of Health Care Services, any physical or psychological trauma sustained by the Injured Workers while attending the Physician's facility. The incident or trauma must be reported within twenty-four (24) hours, or as soon as reasonably possible, of the Physician becoming aware of it having occurred.
- 8.10 Physicians shall comply with the provisions of all Provincial and Federal legislation, regulations, orders, and directives and Municipal by-laws in the province in which they operate their business, as they apply to the provision of Services.
- 8.11 Physicians shall not, in any manner whatsoever, commit WorkSafeBC to the payment of any money to any person, firm or corporation. WorkSafeBC is not responsible for any deductions or remittances for the Physician.
- 8.12 WorkSafeBC has a Standards of Conduct Policy, a Personal Harassment Policy, and a Scent Safety in the Workplace Policy. Physicians who attends at WorkSafeBC for the purposes of providing the Services shall familiarize themselves with these Policies and abide by them. The three (3) policies will be provided upon request and are available for viewing at "Purchasing Policies and Terms; Bid Opportunities" at <http://www.worksafefbc.com>: Purchasing policies and terms".
- 8.13 In addition to the Professional Standards and Guidelines for Conflict of Interest established by the College of Physician and Surgeons, the Physician shall ensure that the Services are provided to WorkSafeBC without any conflict of interest. If the Physician recognizes or perceives a conflict of interest, the Physician shall immediately provide written notice to WorkSafeBC.

9.0 RIGHT OF SET OFF

- 9.1 If, under this Agreement, or any document delivered under this Agreement, WorkSafeBC becomes obligated or liable to pay any money to the Physician, that sum may at the election of WorkSafeBC and without limiting or waiving any right or remedy against the Physician under this Agreement, hereunder be set off against and apply that sum applied to any amounts owing by the Physician to WorkSafeBC under this Agreement, including but not limited to prior over billing, which are due and owing by the Physician to WorkSafeBC until that amount has been completely set off.

10.0 DISPUTE RESOLUTION BETWEEN THE PHYSICIAN AND WORKSAFEBC

- 10.1 The Physician and the Manager, Health Care Services or designate shall attempt to resolve individual disputes arising solely in reference to invoicing and administrative issues pursuant to this Agreement.
- 10.2 If the dispute is not resolved between the Physician and the Health Care Services Manager or designate, then the issue may be referred to the Physician and External Affairs Department of the Doctors of BC. The Physician and External Affairs Department representative and WorkSafeBC shall attempt a resolution of the dispute.
- 10.3 If the dispute is not resolved between the Physicians External Affairs Department representative and WorkSafeBC, then the issue may be referred to the Liaison Committee for recommendation.
- 10.4 If the dispute is not resolved by the Liaison Committee, then within fourteen (14) days the issue may be referred to mediation by mutual agreement of both Parties. A neutral mediator shall be jointly selected by the WorkSafeBC and the Doctors of BC.
- 10.5 If the dispute has not been referred to mediation or cannot be settled within forty-five (45) days after the mediator has been appointed, or within such other period as agreed to by the WorkSafeBC and the Doctors of BC in writing, the dispute may be referred by either Party to expedited arbitration administered pursuant to the *Commercial Arbitration Act*.
- 10.6 WorkSafeBC and the Doctors of BC shall be responsible for their own costs and agree to equally share the costs of the mediator and/or arbitrator.

11.0 DISPUTE RESOLUTION BETWEEN DOCTORS OF BC AND WORKSAFEBC

- 11.1 At the written request of either Party, any dispute arising over the interpretation, application or alleged breach of any clause(s) of this Agreement shall be immediately addressed by the signatories to this Agreement.
- 11.2 Any dispute regarding the application, interpretation or alleged breach of this Agreement will be referred to a committee comprised of an equal number of representatives from the Doctors of BC and WorkSafeBC, which shall have the power to render binding decisions on the basis of a majority. WorkSafeBC's representatives will include at least one Executive Director or Vice President. This committee shall have the authority to expand this Agreement where necessary.
- 11.3 Any dispute regarding the interpretation, application, or alleged breach of this Agreement which is not resolved pursuant to Article 4.2, will be resolved pursuant to the *Commercial Arbitration Act*.
- 11.4 Should the Parties be unable to agree on the selection of an Arbitrator within seven (7) days after notice is served by either Party seeking the appointment of an Arbitrator, the Supreme Court of British Columbia will be asked to appoint the Arbitrator under the provisions of Section 17 of the *Commercial Arbitration Act*.
- 11.5 WorkSafeBC and the Doctors of BC will each bear their own costs and share equally the fees and expenses of the Arbitrator.

12.0 NON-WAIVER

- 12.1 No provision of this Agreement and no breach by either Party of any provision will be deemed to have been waived by the other Party unless such waiver is in writing and signed by the other Party.
- 12.2 The written waiver by either Party of any breach by the other Party of any provision of this Agreement is not to be deemed a waiver of any subsequent breach by that Party of the same or any other provision of this Agreement.
- 12.3 Payment by WorkSafeBC of any invoice to the Physician for Services rendered by the Physician shall not be deemed to be a waiver of any breach of the Physician's obligations arising under this Agreement.

13.0 VARIATION OF AGREEMENT

- 13.1 Except as where otherwise provided for in this Agreement, this Agreement will not be varied unless such variation is in writing and is signed by the Manager of Purchasing Services and Doctors of BC.
- 13.2 At any time during the term of this Agreement or any subsequent renewals WorkSafeBC may amend the Physicians Reference Guide without the consent of the Doctors of BC or Physician.

WorkSafeBC shall ensure the availability of the Physicians Reference Guide and any subsequent amendments are available for Physicians and in an electronic form. Any such amendment becomes effective on the first date of the following month the amendment is posted on www.WorkSafeBC.com.

14.0 GENERAL CONTRACT NOTICES

- 14.1 Any notice, report or any or all documents that either Party may be required to give or deliver to the other must be delivered in the following manner and will be deemed delivered to and received by the address, if:
 - Delivered personally, on the date of delivery; or
 - Fax, on the date of the fax confirmation; or
 - Registered mail, if mailed within British Columbia, within eight (8) days after mailing and if mailed to or outside British Columbia, within fourteen (14) days after mailing; or
 - Regular mail, when received by the addressee.

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

Manager, Purchasing Services
WorkSafeBC
6951 Westminster Highway
Richmond, BC, V7C 1C6
Fax #: (604) 276-3260

and if to Doctors of BC:

Executive Director of Negotiations & Chief Negotiator
 115 – 1665 West Broadway
 Vancouver, BC V6J 5A4
 Fax #: (604) 638-2921

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

15.0 FORCE MAJEURE

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

16.0 MISCELLANEOUS

- 16.1 Laws: This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, and each of the Parties by their execution of this Agreement irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia.
- 16.2 Headings: The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 16.3 Singular/Plural: In this Agreement wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as the case may be, has been used where the context of the Parties hereto so require.
- 16.4 Severability: If any provision of this Agreement is for any reason held to be unenforceable or invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the unenforceable or invalid provision had never been included in this Agreement.

17.0 ENTIRE AGREEMENT

- 17.1 Entire Agreement: This Agreement includes the Schedules attached to it constitute the entire Agreement between WorkSafeBC and the Doctors of BC and supersedes all previous communications, representations, understandings, and agreements whether verbal or written between the Parties with respect to the subject matter of this Agreement.

17.2 Reference Documents: All Schedules, attachments, guides and manuals specifically referenced to in this Agreement form a part of this Agreement including:

- Schedule A Description of Services
- Schedule B Fee Schedule for WorkSafeBC Unique Fees and Form Fees
- Schedule C Services Provided to WorkSafeBC on a Sessional and Expedited Basis
- Schedule D Fee Schedule for Sessional and Expedited Services
- Schedule E Fee Schedule for Medical Advisors
- Appendix A Memorandum of Agreement – Fee Code 19950
- Appendix B Memorandum of Agreement – New Billing Model for Expedited Surgical Procedures

REFERENCE ONLY

IN WITNESS WHEREOF, BRITISH COLUMBIA MEDICAL ASSOCIATION and the WORKERS' COMPENSATION BOARD, have executed this Agreement as of the day and year above first written.

Signed for and on behalf of
BRITISH COLUMBIA MEDICAL ASSOCIATION

Authorized Signatory

Print Name of Signatory

Title

Date

Signed for and on behalf of
**WORKERS' COMPENSATION BOARD OF
BRITISH COLUMBIA**

Signed for and on behalf of
**WORKERS' COMPENSATION BOARD OF
BRITISH COLUMBIA**

Authorized Signatory
Carol Murray
Director Finance & Health Care Operations

Authorized Signatory
Andrew Montgomerie,
Director Financial Services & HC Programs

Date

Date

REFERENCE ONLY

SCHEDULE A

DESCRIPTION OF SERVICES

1.0 INTRODUCTION

- 1.1 Almost all Workers in BC are covered under the Workers' Compensation Act. WorkSafeBC provides coverage for the treatment of injuries and diseases that it has accepted as work caused. As such, medical services provided to Injured Workers covered and accepted under the Act are not insured by the Medical Services Plan.
- 1.2 Working with Physicians and employers in the community, WorkSafeBC's goal is to facilitate a safe, timely, and durable return to work for Injured Workers. Prolonged absences from the workplace often result in de-conditioning, a reduced likelihood of recovery, increased pressure on family and personal relationships and a loss of self-esteem, as well as costly uses of health care and social services.
- 1.3 The issue of causation is important to WorkSafeBC as the Act refers to personal injury, disease or death "arising out of and in the course of employment". Employment factors need not be the sole cause, or even the predominant cause, in order for the injury or disease to be accepted. In order for the injury or occupational disease to be compensable, the employment has to be of 'causative significance', which means it has to be more than a trivial or insignificant cause of the injury or disease.
- 1.4 To be considered work-related, there must be a fifty-percent (50%) or greater probability that a condition arose out of work. It is not sufficient that it is "possible" that the condition arose out of work.
- 1.5 The Doctors of BC recognizes the Physicians' role in rehabilitating Injured Workers and assisting WorkSafeBC in returning them to work. To this end, where reasonable, Physicians will advise Injured Workers that a safe and timely return to work may hasten their recovery. The concept of "hurt vs. harm" is important in occupational medicine.
- 1.6 It is not possible to provide a specific diagnosis in every case. It may, however, be possible to exclude serious or progressive conditions that may be worsened by work.

2.0 PHYSICIANS ROLE IN FACILITATING A RETURN TO WORK

- 2.1 The Doctors of BC will encourage Physicians to assist Injured Workers in receiving the benefits they are entitled to under the Act.
- 2.2 Physicians will provide care to Injured Workers under this Agreement and will support the principles of disability management with employers and Injured Workers to optimize recovery and facilitate a safe early return to work.
- 2.3 Physicians will provide appropriate support and encouragement to Injured Workers in order to facilitate their participation in appropriate rehabilitation programs, provided by employers or by WorkSafeBC, directed at early recovery and return to work.

SCHEDULE A

DESCRIPTION OF SERVICES

- 2.4 Physicians will encourage Workers, with assistance of the Workers' employers, to recognize the evidence based principle that early return to their work or a modified version of their work (Therapeutic Return to Work) offers the most effective route to recovery from many injuries, in particular soft tissue injuries.
- 2.5 Physicians will endeavor to communicate effectively through established reporting mechanisms, and contact with WorkSafeBC staff and rehabilitation providers, to facilitate exchange of claim related information which is directed at achieving early return to work and providing necessary benefits to Injured Workers.
- 2.6 Physicians will, if making recommendations for job modification, take into account any detailed fitness assessment and job evaluation information made available to them and recognize that, in order of effectiveness:
- 1) return to original work with original employer,
 - 2) return to modified work with original employer,
 - 3) return to similar work with another employer,
 - 4) return to modified work within the same industry,
 - 5) are all options which should be beneficially explored before formal retraining to a new occupation is considered?
- 2.7 In most cases it is advisable for Physicians to limit recommendations they make with respect to suitability to return to other than the original employment, to factual statements about any physical limitations present or recommended restrictions of specific activities which may be necessary pending full recovery.
- 2.8 The return to work consultation (Fee Code 19950) is described in Schedule A, Article 8.0.

3.0 OCCUPATIONAL HEALTH EDUCATION

- 3.1 WorkSafeBC undertakes to liaise with the Doctors of BC regarding occupational health care issues.
- 3.2 Rehabilitation initiatives will be discussed with the Doctors of BC during development, providing the Doctors of BC with an opportunity to contribute its expertise.
- 3.3 Advances in occupational medicine and changes to WorkSafeBC policies and procedures with respect to occupational diseases will be communicated to the Doctors of BC in a timely manner.
- 3.4 WorkSafeBC will raise the profile of occupational medicine and ensure that it is represented in Continuing Medical Education within the Province.

SCHEDULE A DESCRIPTION OF SERVICES

4.0 DOCUMENTATION REQUIRED TO INITIATE AND MANAGE A CLAIM

4.1 A Board Officer determines entitlement and acceptance of a claim. Entitlement decisions are reliant upon the prompt receipt of information in supporting documentation from:

Employer/Worker Information

Separate forms are completed by the employer and Worker.

- **Form 6** - Workers' Application for Compensation
- **Form 6** is completed and signed by the Injured Worker. If this report has not been sent to WorkSafeBC the claim may be suspended and may not be paid. WorkSafeBC provides Physicians with a supply of these forms upon request.
- **Form 7** - Employer Report

Physician Information

- **Form 8** – Physician Report (treating Physician) – first report of injury
- **Form 11** – Progress Report

5.0 ELECTRONIC SERVICE REQUIREMENTS:

- 5.1 Only one (1) Form 8 will be paid on a claim with payment being made to the first received. Any subsequent Form 8 will be paid at a Form 11 rate.
- 5.2 Any submitted Forms 8 and 11 that are missing mandatory field(s) or are illegible will be rejected without any cost to WorkSafeBC.
- 5.3 Fees will be reimbursed based on electronic submission or fax transmission and timeliness of receipt from date of service as described in Schedule B.

6.0 MEDICAL TREATMENT - FORMS, REPORTS AND SERVICES

6.1 Current service and submission requirements for Forms 8 and 11 are described at Schedule A - Article 5.0:

Form 8 - First Report of Injury

- 6.1.1 The Physician of first contact or attending Physician must complete a Form 8 where the Physician suspects the Worker may be disabled beyond the day of injury or if the claim is for a hernia, back condition, shoulder or knee strain/sprain, occupational disease, or mental disorder.
- 6.1.2 The Parties agree that if WorkSafeBC requests a First Report of Injury (Form 8), when a Form 8 was not initially required, and/or a copy of other medical records after a patient is seen, WorkSafeBC will pay Fee Code 19927. The time limit for the submission of this form and/or medical records is ten (10) business days from the date the request is faxed or telephoned by WorkSafeBC.

SCHEDULE A

DESCRIPTION OF SERVICES

- 6.1.3 WorkSafeBC will reimburse the Physician for a Form 8 and an office visit for the first visit where the Physician suspects the Worker may be disabled beyond the day of injury or if the claim is for a hernia, back condition, shoulder or knee strain/sprain, occupational disease, or mental disorder.
- 6.1.4 Only one Form 8 shall be paid on a claim, with status paid to the first received not date of service. Any subsequent Form 8 will be paid at a Form 11 rate.
- 6.1.5 Form 8 shall not be billed by a Specialist submitting an expedited consultation.
- 6.1.6 There will be no payment for forms received after the time limits described in this Agreement in Schedule B.

Form 11 - Progress Report

- 6.1.7 Follow-up examination visits shall be conducted by the attending Physician as medically necessary, as a result of Worker requirement or at the request of a Board Officer.
- 6.1.8 Form 11 will only be supplied for a change of medical condition or as an accompaniment to Fee Codes 19509, 19510, 19511 and 19950. A Form 11 where there is no change in the Worker's medical condition, treatment plan, or return to work status is not payable unless an interval of at least four (4) weeks has passed since the Physician last billed a Form 11.
- 6.1.9 Follow-up examination visits will be paid regardless of whether a Form 11 has been submitted.
- 6.1.10 There will be no payment for forms received after the time limits described in this Agreement as indicated in Schedule B.

7.0 EXPEDITED COMPREHENSIVE CONSULTATION

- 7.1 Referrals for Initial and Repeat Expedited Comprehensive Consultations can be made to a Specialist Physician by WorkSafeBC or a referring physician.
 - 7.1.1 Physicians With Areas of Expertise will receive referrals for Initial and Repeat Expedited Comprehensive Consultations only from WorkSafeBC.
- 7.2 Specialist Physicians and Physicians With Areas of Expertise are entitled to the Expedited Comprehensive Consultation fee if the following criteria are met:
 - 7.2.1 Reporting Timeliness:
 - 7.2.1.1 The Initial Expedited Comprehensive Consultation (includes Trauma and Emergency cases) report must be received by WorkSafeBC within fifteen (15) business days from the referral.
 - 7.2.1.2 Referrals other than the Initial Consultation: The report must be received within fifteen (15) business days of the referral.
 - 7.2.1.3 For any other Consultations: The report must be received within five (5) business days of the consultations.
 - 7.2.1.4 Where following a consultation the physician concludes the Worker is fit to return to work, this information must be received within three (3) days of the consultation.

SCHEDULE A DESCRIPTION OF SERVICES

- 7.3 Initial Expedited Comprehensive Consultation:
- 7.3.1 The Physician is entitled to the Initial Expedited Comprehensive Consultation fee for the first consultation on each claim and a new Initial Expedited Comprehensive Consultation when both of the following conditions occur:
- 7.3.1.1 more than six (6) months lapsed since the physician last saw the Worker; and
- 7.3.1.2 the consultation is as a result of a new referral.
- 7.3.2 Where the consultation occurs as a result of an emergency (e.g. trauma), the Specialist is entitled to receive the Initial Expedited Comprehensive Consultation fee.
- 7.4 Repeat Expedited Comprehensive Consultation: The Physician is entitled to the Repeat Expedited Comprehensive Consultation fee for one (1) repeat consultation when the repeat consultation occurs within twelve (12) weeks of the first Consultation following the referral. Any other repeat consultation is not entitled to expedited fees.
- 7.4.1 In the case of a post-operative consultation, that follow up visit and report are to be invoiced as the post-operative consultation service as described in Fee Schedule B, using fee code 19931. The post-operative consultation is not considered a Repeat Expedited Comprehensive Consultation.
- 7.5 For expedited consultative services, only Specialists providing services within WorkSafeBC designated Visiting Specialist Clinic (the "VSC") site(s) are able to bill sessionally; all others must bill fee-for-service for expedited consultation services.
- 7.6 Expedited consultations requiring diagnostic investigations will be expedited using WorkSafeBC services as required.
- 7.7 The Fees include the physical examination and report. No other report fees may be billed in addition.
- 7.8 Standards for reporting for an expedited comprehensive consultation shall contain the following core information:
- Purpose of examination;
 - Nature of injury;
 - Present complaints;
 - Objective findings;
 - Diagnosis or differential diagnosis;
 - It is not possible to provide a specific diagnosis in every case. It may, however, be possible to exclude serious or progressive conditions that may be worsened by work.
 - Information regarding causation including risk factors other than work; and
 - Recommendations regarding work restrictions as related to the work injury/disease.

SCHEDULE A

DESCRIPTION OF SERVICES

- 7.9 If the report is found to be deficient in one of the core areas of information, WorkSafeBC shall return the report to the Physician promptly (within five business days of receipt) identifying the area(s) of deficiency. The Physician shall supply the deficient information within five (5) business days of WorkSafeBC's request.
- 7.10 WorkSafeBC reserves the right to discontinue payment for reports that do not meet WorkSafeBC requirements and standards and shall inform the Physician in writing of any decision to discontinue such payments.

8.0 RETURN TO WORK CONSULTATION (FEE CODE 19950)

- 8.1 A return to work consultation, to facilitate a safe, early return to work, may be billed under Fee Code 19950 on Fee Schedule B. The services compensated for by this Fee Code are for the express purpose of facilitating an early return to work through identification of suitable modified, gradual or transitional return to work opportunities in conjunction with the employer, taking into account the functional limitations of the Injured Worker, the nature of the Injured Worker's regular work and available alternatives in his/her workplace.
- 8.2 The consultation may be initiated by a Board Officer or delegate, Board Physician, employer or treating Physician. The steps included in the return to work plan are as follows:
- 8.2.1 Contact with WorkSafeBC Officer (may include Nurse Advisor, Vocational Rehabilitation Consultant, Medical Advisor or Claims Officer) by treating Physician to initiate process and to obtain the employer's contact information.
 - 8.2.2 Discussion between treating Physician and employer or employer representative including discussion of the return to work plan.
 - 8.2.3 Follow up with the Injured Worker to discuss return to work plan.
 - 8.2.4 A WorkSafeBC Nurse Advisor may coordinate, facilitate and document a return to work consultation between the physician, a WorkSafeBC representative and the employer.
- 8.3 Consultation and return to work plan must be documented and submitted on a Form 11.
- 8.4 In the event of an unsuccessful return to a modified, gradual or transitional return to work after this, one further consultation cycle may be approved by a WorkSafeBC Officer. This further consultation will be invoiced as Fee Code 19950.
- 8.5 This Fee Code includes visit and phone calls related to the direct evaluation and reporting in order to complete the return to work plan. A Form 11 is billable in addition to fee code 19950.

**SCHEDULE A
DESCRIPTION OF SERVICES**

9.0 DISALLOWED / SUSPENDED CASES

- 9.1 Where a claim for medical treatment is disallowed or suspended by WorkSafeBC, WorkSafeBC shall notify all attending/consulting Physicians in writing or electronically within three (3) days of such decision.
- 9.2 WorkSafeBC will pay for all accepted reports in respect of disallowed or suspended claims submitted by Physicians, up until the time the Physician is informed that the claim has been disallowed or suspended.
- 9.3 To avoid a possible suspension of a claim, Physicians' offices will be supplied with Forms 6 on request.
- 9.4 Interest will be paid in accordance with Article 7.8 on outstanding accounts pertaining to disallowed or suspended claims up to the time that the Physician is notified.

10.0 ACCOUNTS INITIALLY REJECTED BUT FOUND TO BE A WORKSAFEBC RESPONSIBILITY (FEE CODE 19952)

- 10.1 Fee Code 19952, on Fee Schedule B, will be billable as an additional charge, upon resubmission, for an account submitted and initially rejected for payment by WorkSafeBC for one of the following reasons:
- 10.1.1 WorkSafeBC entitlement decision was delayed beyond twenty-two (22) days from date of injury for reasons unrelated to the Physician services provided;
 - 10.1.2 Due to data entry errors in the original submission that were determined to be the responsibility of WorkSafeBC;
 - 10.1.3 Due to incorrect application of payment rules by WorkSafeBC;
 - 10.1.4 Any other reasons that are the fault of WorkSafeBC; or,
 - 10.1.5 When WorkSafeBC has failed to provide notice in writing (including fax transmission) within seventy-two (72) hours of a decision to close, disallow or suspend a claim. Note: WorkSafeBC cannot be responsible for notification to consultants for services under this provision when documentation provided to WorkSafeBC does not identify the Specialist.
- 10.2 It is the responsibility of the Physician to identify this claim and the reasons for it. Once such a claim has been filed WorkSafeBC will manually adjudicate it and, if necessary, it will be referred to the fee payment dispute resolution procedures of the Agreement for final resolution.

SCHEDULE B
FEE SCHEDULE FOR WORKSAFEBC UNIQUE FEES AND FORM FEES

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective* Jul 23, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018	Comments
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This fee schedule includes fees for: Form fees, WorkSafeBC Unique Fees.

1. FORM FEES

19937	Form 8 - Report of First Injury, received by WorkSafeBC within three (3) business days of date of service and transmitted electronically.	\$50.46	\$50.96	\$51.96	\$52.61	\$53.40	\$54.20	Bill in addition to office visit
	If Form 8 is received by WorkSafeBC within four (4) to six (6) business days of the date of service and transmitted electronically, then a reduced fee is paid. If Form 8 is received seven (7) business days or later following the date of service, the fee paid is \$0.	\$35.61	\$35.97	\$36.67	\$37.13	\$37.69	\$38.25	Bill in addition to office visit
19900	Form 8 - Report of First Injury, received by WorkSafeBC within three (3) business days of date of service and submitted via fax transmission.	\$33.96	\$34.30	NA	\$34.73	\$35.25	\$35.78	Bill in addition to office visit.
	If Form 8 is received by WorkSafeBC within four (4) to six (6) business days of the date of service and submitted via fax transmission, then a reduced fee is paid. If Form 8 is received seven (7) business days or later following the date of service, the fee paid is \$0.	\$22.64	\$22.87	NA	\$23.15	\$23.50	\$23.85	Bill in addition to office visit.

* Date of ratification for Doctors of BC

SCHEDULE B
FEE SCHEDULE FOR WORKSAFEBC UNIQUE FEES AND FORM FEES

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective* Jul 23, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018	Comments
19927	<p>First Report of Injury (Form 8) that is requested by WorkSafeBC after the Injured Worker is seen where the form is not initially required (See Form 8 Rules), received within ten (10) business days of the faxed or telephone request.</p> <p>Submissions received after ten (10) business days of request will not be paid. Fee Code 19904 may not be billed in addition as this fee includes copying of any existing reports or chart notes from an Injured Worker's file.</p>	\$56.61	\$57.18	NA	\$57.89	\$58.76	\$59.64	Bill in addition to office visit.
19940	Form 11 - Progress Report Physical Examination, received within three (3) business days of date of service by WorkSafeBC and transmitted electronically.	\$41.46	\$41.87	\$42.37	\$42.90	\$43.55	\$44.20	Bill in addition to office visit
	<p>If Form 11 is received by WorkSafeBC within four (4) to six (6) business days of the date of service and transmitted electronically, then a reduced fee is paid.</p> <p>If Form 11 is received seven (7) business days or later following the date of service, the fee paid is \$0.</p>	\$18.82	\$19.01	\$19.24	\$19.48	\$19.77	\$20.07	Bill in addition to office visit

* Date of ratification for Doctors of BC

SCHEDULE B
FEE SCHEDULE FOR WORKSAFEBC UNIQUE FEES AND FORM FEES

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective* Jul 23, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018	Comments
19902	Form 11 - Progress Report Physical Examination, received within three (3) business days of date of service by WorkSafeBC and submitted via fax transmission.	\$30.55	\$30.86	NA	\$31.25	\$31.72	\$32.20	Bill in addition to office visit.
	If Form 11 is received by WorkSafeBC within four (4) to six (6) business days of the date of service and submitted via fax transmission, then a reduced fee is paid. If Form 11 is received seven (7) business days or later following the date of service, the fee paid is \$0.	\$15.27	\$15.42	NA	\$15.62	\$15.85	\$16.09	Bill in addition to office visit.

* Date of ratification for Doctors of BC

SCHEDULE B
FEE SCHEDULE FOR WORKSAFEBC UNIQUE FEES AND FORM FEES

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018
2.0 WORKSAFEBC UNIQUE FEES						
19904	WorkSafeBC request for copy of a consultation, operative, chart notes or other existing report – first twenty pages, received within three (3) business days of request. Not to be paid in addition to other Fee Codes except Fee Code 19906.	\$41.99	\$42.41	\$42.94	\$43.58	\$44.23
19905	WorkSafeBC requested copy of consultation, operative, or other existing report – first five (5) pages or less sent by mail.	\$26.24	\$26.50	\$26.83	\$27.23	\$27.64
19919	Office Consultation with a WorkSafeBC Officer or designate (up to fifteen (15) minutes)	\$58.79	\$59.38	\$60.12	\$61.02	\$61.94
19906	Continuation of Fee Code 19904 – over twenty (20) pages additional per page.	\$1.26	\$1.27	\$1.29	\$1.31	\$1.33
19907	A factual written summary or reasoned medical opinion upon written request from WorkSafeBC (19904 may not be billed in addition). If extractions included over five (5) pages – may bill Fee Code 19906.	\$267.70	\$270.38	\$273.76	\$277.87	\$282.04
19930	Telephone consultation with WorkSafeBC Claims Adjudicator/Case Manager or designate or allied health care provider* in fifteen (15)-minute increments (not to be billed for routine inquiries) up to a maximum of forty-five (45) minutes (i.e. to a daily maximum of three (3) units) per claim. *Community allied health care providers include providers involved in the care of an Injured Worker, such as physiotherapist, occupational therapist, psychologist, WorkSafeBC-sponsored treatment program physician or other program staff. ¹	\$52.49	\$53.01	\$53.67	\$54.48	\$55.30

¹ Change to allied health care providers will be effective date of ratification July 23, 2015

SCHEDULE B
FEE SCHEDULE FOR WORKSAFEBC UNIQUE FEES AND FORM FEES

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018
00129	Emergency call-out when a Physician (General Practice or Specialist) has to immediately leave his or her home or office (outside of hospital) to attend an Injured Worker. This fee is billed over and above medical service fees.	\$70.53	\$71.24	\$72.13	\$73.21	\$74.31
19942	WorkSafeBC Job-site meeting	\$309.69	\$312.79	\$316.70	\$321.45	\$326.27
19922	Materials used in conjunction with sterile tray fees. Bill the actual cost of materials.	Actual Cost	Actual Cost	Actual Cost	Actual Cost	Actual Cost
19908	Non-expedited specialist consultation report, initial or repeat, for consultation services that do not include a report in the fee item description. Report must be received by WorkSafeBC within seven (7) business days following date of service or following request by WorkSafeBC.	\$28.34	\$28.62	\$28.98	\$29.41	\$29.85

SCHEDULE B
FEE SCHEDULE FOR WORKSAFEBC UNIQUE FEES AND FORM FEES

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective* Jul 23, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018
19929	<p><u>EXCESSIVELY PROLONGED OR COMPLEX CASES</u></p> <p>Excessively prolonged or complex cases. At the request of WorkSafeBC, a Physician will review the file(s), examine the Injured Worker, and develop a report on an Injured Worker whose recovery is prolonged or complicated. The Parties agree that, unless it is not practical, such cases should be referred to the WorkSafeBC medical rehabilitation program for appropriate review, assessment and case planning.</p> <p>In situations where WorkSafeBC requires information about a Worker who is not under active treatment but who continues to have an injury claim, WorkSafeBC may request a Physician, who had treated the Worker, to review the file(s) and develop a report describing the details of the injury, diagnosis, and treatment.</p> <p>Report must be received within twenty (20) business days of service. Submissions received after twenty (20) business days will not be paid.</p>	\$136.47	\$137.83	\$170.59	\$172.72	\$175.31	\$177.94

* Date of ratification for Doctors of BC

SCHEDULE B
FEE SCHEDULE FOR WORKSAFEBC UNIQUE FEES AND FORM FEES

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018
19931	<p><u>POST OPERATIVE CONSULTATION</u></p> <p>In recognition of WorkSafeBC's need to have surgeons involved in disability management, WorkSafeBC agrees to pay a post operative visit and a Form 11 or a consultation report fee for a total value as indicated on the right to assess a Worker's potential to return to work on a graduated or full time basis; or to refer the Worker to the appropriate treatment program in the WorkSafeBC continuum of care; or if neither are appropriate, to recommend a treatment plan with an estimate of recovery and return to work.</p> <p>This WorkSafeBC unique service would occur within the forty-two (42) day post-operative period, usually at four (4) weeks post surgery.</p> <p>Report must be received within five (5) business days of service. Submissions received after five (5) business days will not be paid.</p>	\$78.73	\$79.52	\$80.51	\$81.72	\$82.95

SCHEDULE B
FEE SCHEDULE FOR WORKSAFEBC UNIQUE FEES AND FORM FEES

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective* Jul 23, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018
19950²	<p><u>RETURN TO WORK CONSULTATION</u></p> <p>Purpose is to facilitate a safe, early return to work. Can be initiated by WorkSafeBC Officer or delegate, WorkSafeBC Physician, employer or by treating Physician.</p> <p>Must include consultation by Physician with employer and WorkSafeBC Officer, and follow up to discuss RTW with Worker.</p> <p>Consultation and RTW plan must be documented and submitted on Form 11. One further consultation cycle may be billed if initial attempt at RTW is unsuccessful. Fee all-inclusive.</p> <p>* Refer to Appendix A – Memorandum of Agreement</p>	\$272.95	\$275.68	\$ 300.24	\$303.99	\$308.55	\$313.18
19952	Accounts initially rejected but found to be WorkSafeBC responsibility. Bill directly to WorkSafeBC by fax transmission.	\$21.00	\$21.21	NA	\$21.48	\$21.80	\$22.13

* Date of ratification for Doctors of BC

² Appendix A – Memorandum of Agreement

SCHEDULE B
FEE SCHEDULE FOR WORKSAFEBC UNIQUE FEES AND FORM FEES

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective* Jul 23, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018
19953	<p><u>WorkSafeBC Request For Existing Report or Chart Notes - ISOLATING SPECIFIC INFORMATION</u></p> <p>When WorkSafeBC requests a copy of an existing report or chart notes and where complying with that request requires the Physician to review the chart or report for the purpose of severing identified personal information not relevant to the claim prior to submission of photocopied material, or identifying previous injury or illness relevant to the current claim, or area of injury in question from prior records and separating that information from other clinical information prior to submission to WorkSafeBC.</p> <p>The Physician may bill Fee Code 19953. Fee Codes 19904, 19905 or 19906 may not be billed in addition to this Fee Code.</p> <p>Must be received within ten (10) business days of request of service and includes all courier charges.</p>	\$125.98	\$127.24	NA	\$128.83	\$130.76	\$132.72
19976	Return to Work planning request. A request initiated by a WorkSafeBC Officer or designated rehabilitation provider to a Physician to endorse a one (1) page Return to Work planning request form.	\$15.75	\$15.91	\$25.00	\$25.31	\$25.69	\$26.08
19508	Telephone consultation between a WorkSafeBC Medical Advisor and a community Physician which takes place within 24 hours of being initiated by the Medical Advisor	\$74.54	\$75.29	NA	\$76.23	\$77.37	\$78.53

* Date of ratification for Doctors of BC

SCHEDULE B
FEE SCHEDULE FOR WORKSAFEBBC UNIQUE FEES AND FORM FEES

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective* Jul 23, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018
19509	Complex Spinal Cord Injury initial visit or yearly assessment. Visit to include a complete physical exam and updated care plan documented and presented on a form 8/11. Only payable once per patient per year, by noted regular physician. Form 8/11 will be paid in addition.	\$154.38	\$155.92	NA	\$157.87	\$160.24	\$162.64
19510	Complex Spinal Cord Injury office visit, cannot bill in addition to a yearly assessment fee (Fee Code 19509) for one visit. Form 8/11 may be reimbursed if changes in condition	\$102.92	\$103.95	NA	\$105.25	\$106.83	\$108.43
19511	Complex Spinal Cord injury home visit. The physician must also complete and bill for a Form 8/11. This fee cannot be billed with office visit (Fee Code 19510)	\$205.84	\$207.90	NA	\$210.50	\$213.66	\$216.86

* Date of ratification for Doctors of BC

SCHEDULE B
FEE SCHEDULE FOR WORKSAFEBC UNIQUE FEES AND FORM FEES

Fee Code	Description	Effective Aug 23, 2015	Effective April 1, 2016	Effective April 1, 2017	Effective April 1, 2018
19556	Image-guided diagnostic and therapeutic injection. New fee code to be billable only when the injection requires imaging guidance (e.g. CT, fluoro, ultrasound) and is arranged at a WorkSafeBC-contracted private surgical facility, or where the physician utilizes their own imaging equipment within their own office.	\$230.54	\$233.42	\$236.92	\$240.47
19557	Use of physician's own imaging equipment for image-guided diagnostic and therapeutic injection. This fee code cannot be invoiced in addition to a surgical facility fee code.	\$135.00	\$136.69	\$138.74	\$140.82

REFERENCE

SCHEDULE B
FEE SCHEDULE FOR WORKSAFEBC UNIQUE FEES AND FORM FEES

3.0 STANDARDIZED ASSESSMENT FEE

Standard Assessment Form is to be completed by Physician only when requested by WorkSafeBC or a surgeon. This Service is to be provided for specific assessments upon request. Standard Assessment Fee includes the physical examination and completion of the report form. Refer to the Physicians Reference Guide for guidelines on specific reports for unique assessment types.

The Physician shall not complete a Form 11 for the examination when a Standard Assessment form is requested. The Standard Assessment Form must be completed and received by WorkSafeBC and/or surgeon (if applicable) within fifteen (15) business days of the request.

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018
19909	Standardized Assessment Form received by WorkSafeBC and surgeon (if applicable) within fifteen (15) business days of request by WorkSafeBC	\$78.73	\$79.52	\$80.51	\$81.72	\$82.94
19910	Standardized Assessment Form received by WorkSafeBC and surgeon (if applicable) after fifteen (15) business days of request by WorkSafeBC	\$73.49	\$74.22	\$75.15	\$76.28	\$77.42

SCHEDULE B
FEE SCHEDULE FOR WORKSAFEBBC UNIQUE FEES AND FORM FEES

4.0 MEDICAL-LEGAL MATTERS

The requirements for receiving Fee Codes 19932 and 19933 are as follows:

1. Medical Legal Report is applicable to all medical Physicians.
2. Medical-Legal Opinion is applicable only to Specialists with relevant qualifications, or other Physicians with recognized expert knowledge.
3. These fees require prior approval by the Review Board or Appeal Division, or Senior Medical Advisor or Director of the Board or Client Service Manager.
4. These fees include examination, review of records, and other processes leading to completion of the written Opinion/Report.

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018
19932	Medical-Legal Report: A report which will recite symptoms, history and records and give diagnosis, treatment, results and present condition. This is a factual summary of all the information about when the Injured Worker will be able to return to work and might mention whether there will be a permanent disability.	\$898.62	\$907.61	\$918.96	\$932.74	\$946.73
19933	Medical-Legal Opinion: An opinion will usually include the information contained in the Medical-Legal Report and will differ from it primarily in the field of expert opinion. This may be an opinion as to the course of events when these cannot be known for sure. It can include an opinion as to long-term consequences and possible complications in the further development of the condition. All the known facts will probably be mentioned, but in addition there will be the extensive exercise of expert knowledge and judgment with respect to those facts with a detailed prognosis.	\$1,501.21	\$1516.22	\$1535.17	\$1558.20	\$1581.57

SCHEDULE B
FEE SCHEDULE FOR WORKSAFEBC UNIQUE FEES AND FORM FEES

5.0 EXPEDITED CONSULTATIONS

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018
19911	Initial expedited comprehensive consultation from Specialists in Internal Medicine Neurology, Neurosurgery, Orthopedics, Physical Medicine, General Surgery, Plastic Surgery, Psychiatry, Urology, Otolaryngology, Ophthalmology and Dermatology.	\$347.17	\$350.64	\$355.02	\$360.35	\$365.76
19912	Repeat Expedited Comprehensive Consultation after Fee Code 19911.	\$168.68	\$170.37	\$172.50	\$175.09	\$177.72
19934	Initial expedited comprehensive consultation from an Anesthesiologist for diagnostic opinion and/or therapeutic management. To include a physical examination and a written report. If followed by a diagnostic or therapeutic nerve block, the consultation may be charged in addition to the nerve block fees on the first occasion.	\$347.17	\$350.64	\$355.02	\$360.35	\$365.76
19935	Repeat Expedited Comprehensive Consultation after Fee Code 19934.	\$168.68	\$170.37	\$172.50	\$175.09	\$177.72
19945	Initial expedited comprehensive consultation from a Physician With Areas of Expertise, only when requested by WorkSafeBC.	\$277.47	\$280.24	\$283.74	\$288.00	\$292.32
19946	Repeat Expedited Comprehensive Consultation after Fee Code 19945.	\$134.94	\$136.29	\$137.99	\$140.06	\$142.16

SCHEDULE C
SERVICES PROVIDED TO WORKSAFEBC ON A SESSIONAL
AND EXPEDITED BASIS

1.0 SESSIONAL SERVICES

- 1.1 WorkSafeBC will seek appropriate solutions to address specific service needs under which WorkSafeBC will enter into agreements with individual Physicians to provide services to WorkSafeBC on a sessional basis.
- 1.2 WorkSafeBC has the sole responsibility to determine the programs, location, number and type of service arrangements according to caseload needs and to varying regional conditions affecting care.
- 1.3 The programs in number and scope shall be sufficient to meet the needs as determined by WorkSafeBC and notwithstanding Article 1.8 of Schedule C, Sessional Services agreed upon during negotiations for this Agreement with respect to Physicians, may include only non fee-for-service funding arrangements and individual contracts for services.
- 1.4 The specific terms and conditions for the provision of the services shall be described in the individual contract(s) between WorkSafeBC and the individual Physician or group of Physicians who are providing the service(s). Any Sessional Agreements entered into shall equal or exceed fee-for-service payment levels for comparable services delivered in similar settings.
- 1.5 Individual service contracts, while similar in detail, do not constitute identification of a group of Physicians.
- 1.6 The format, language, and content of individual agreements will be consistent with standard WorkSafeBC contracts.
- 1.7 Individual contracts must contain the following standard WorkSafeBC terms and conditions:
- A statement the individual contract is subject to the terms and conditions contained in this Agreement;
 - Names and contact information for the Parties to the contract;
 - The term of the contract, including any renewal option;
 - Statement of services to be provided (by whom, where and when);
 - Terms of payment and invoicing;
 - A provision requiring WorkSafeBC, when it is defending against an action involving the contracted Physician, to take into consideration, and to take appropriate steps, to avoid any adverse impact on the professional status or reputation of the Physician(s) involved by its decision with respect to settlement;
 - Language incorporating WorkSafeBC's policies and processes with respect to confidentiality and the *Freedom of Information and Protection of Privacy Act*, records and audit rights, technology and data requirements, criminal records check, conflict of interest and harassment, right of set-off, occupational health and safety, threats and hazards, registration and assessment with WorkSafeBC, compliance with laws and regulations, insurance requirements, indemnification, force majeure, independence, assignment, scheduling, standards of conduct, dispute resolution, general notice, termination, laws, headings, singular/ plural,

SCHEDULE C
SERVICES PROVIDED TO WORKSAFEBC ON A SESSIONAL
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survivability, severability, entire agreement, corporate ethics statement and a confidentiality agreement, privacy protection schedule;

- 1.8 WorkSafeBC shall pay the Physician a sessional rate based upon three and a half (3.5) hours per session, according to the WorkSafeBC-Doctors of BC Agreement in effect at the time the Physician provides Services. Each three and a half (3.5) hour session shall not include any breaks or meal periods.
- 1.9 For services provided that are greater or less than a 3.5 hour session, WorkSafeBC shall pay the Physician a prorated sessional rate to the nearest thirty (30) minutes for the actual period of time the Physician provides the services.
- 1.10 For services that are pre-arranged and agreed upon with a Physician prior to the scheduled sessions, WorkSafeBC shall pay the Physician the prorated session rate to the nearest thirty (30) minutes for the actual period of time the Physician provides the services.
- 1.11 Medical Advisors shall not deviate from a three and a half (3.5) hour session without prior approval from their direct report at WorkSafeBC. Upon approval, prorating detailed in Article 1.10 and 1.11 of Schedule C shall apply.

2.0 MEDICAL ADVISORS

- 2.1 WorkSafeBC will exercise its sole discretion in identification of the number and nature of Medical Advisor assignments.
- 2.2 Refer to Schedule E – Fee Schedule for Medical Advisors for the rate for Medical Advisors.
- 2.3 WorkSafeBC will determine the rate available for individual agreements with due consideration as to individual qualifications and the nature of the assignment of Medical Advisor services.

3.0 EXPEDITED SERVICES

3.1 Scope of Services

- 3.1.1 There are circumstances under which WorkSafeBC will enter into Sessional Agreements with individual Physicians that may include but not be limited to surgical, anaesthetic, diagnostic and medical services.
- 3.1.2 For those Physicians providing consultation and procedures to Injured Workers on an expedited basis (i.e. “visiting specialists”) rates may, with the prior approval of WorkSafeBC, be “blended” in response to a combination of procedural and consulting services within one (1) sessional period.
- 3.1.3 Expedited surgical fees will be available to all interested community Physicians/surgeons. Non-VSC individuals will not be required to enter into an agreement with WorkSafeBC.

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They will however need to identify themselves and participate in the business processes so they can be educated in program parameters/requirements around documentation, billings and payment.

- 3.1.4 No additional surgical/consult fees will be levied to any WorkSafeBC Injured Workers during this Agreement.
- 3.1.5 For expedited consultation services, only Specialists providing services within WorkSafeBC designated VSC site(s) are able to bill sessionally; all others must bill fee-for-service for expedited consultation services.

3.2 Expedited Consultation Service Fees

- 3.2.1 Refer to Schedule D – Fee Schedule for Expedited Services, Article 1.0, for the expedited consultation sessional rate for VSC.
- 3.2.2 Refer to Schedule B – Fee Schedule for WorkSafeBC Unique Fees and Form Fees for the expedited consultation rate for non VSC Physicians.
- 3.2.3 Expedited consultation sessional payments for VSC Specialists shall be processed in the current WorkSafeBC format.

3.3 Expedited Surgical Service Requirements and Fees

- 3.3.1 Refer to Schedule D – Fee Schedule for Expedited Services, Article 2.0 for the expedited surgical procedural rate.

³3.3.2 All expedited surgical procedures, with the exception of extensive spinal surgery, and qualifying out of office emergency surgery shall be billed and compensated in accordance with Schedule D Section 2.0.

3.3.2.1 NEW MODEL FOR EXPEDITED SURGICAL PROCEDURES

The Parties agree to transition to a new model for expedited surgical procedures as referenced in Appendix B – Memorandum of Agreement. The current model shall remain in effect from April 1, 2014, until an implementation date for the new model has been identified. This implementation date may be adjusted by mutual agreement of the Parties.

- The new model shall incorporate applicable fee schedule increases. Effective thirty (30) days from the date of the system changes required, the applicable MSP surgical procedure fees shall receive a one hundred and ninety-four percent (194%) increase;
- The one hundred and ninety-four percent (194%) premium shall be automatically applied to payments only for surgeries that meet the expedited surgical timelines.
- With this new model Physicians may bill for multiple procedures that are consistent with the current practice of MSP billing for surgical procedure fee codes in the public system;
- The Parties agree that fee codes 19500 through 19506 shall be deleted upon implementation of the new expedited surgical model.

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- ⁴3.3.3 All surgical procedures that are performed on WorkSafeBC clients will be billable at the expedited procedural rates set out in Schedule D provided that:
- The prescribed Authorization for Surgery Form (Form 83D6 – Authorization Request for Surgery) is submitted within five (5) business days following WorkSafeBC’s receipt of the comprehensive consultation report recommending expedited surgery.
 - Expedited surgery is performed within forty (40) business days from the date of the last consultation. Where it is not possible to schedule a surgery within the forty (40) business days, the surgeon may seek approval from Health Care Services to extend the time frame in order to ensure that the surgery will be performed on an expedited basis and will be billable as such, if approved.
 - In the case of emergency (trauma) surgery performed, the prescribed Authorization for Surgery Form (Form 83D6 – Authorization Request for Surgery) is submitted within five (5) business days following the emergency (trauma) surgery to the Claims Officer for entitlement approval, along with the comprehensive consultation report. Upon entitlement approval and receipt of the comprehensive consultation report, the expedited surgery fee will be paid in recognition of the role of the emergency (trauma) surgery in injury outcome and of the episode of care following the surgery, including the physician’s role in facilitating return to work as set out in Schedule A.
- 3.3.4 Procedures performed outside the limitation period as specified in Article 3.3.3 of Schedule C will only be billed at the MSP surgical fee code rates, unless the Health Care Services Program Manager determines otherwise.
- 3.3.5 Any surgery delayed due to the lack of return of the claims Authorization for Surgery form by WorkSafeBC may be directed to the Health Care Services Program Manager for adjudication of the expedited fee.
- 3.3.6 Only the first three (3) elective surgeries per patient will be considered for expedited payment per each surgeon. This applies only to repeat surgeries performed on the same site. Any subsequent surgical consideration for additional surgery requires a second opinion by a Richmond VSC Specialist and further surgery will require authorization from the Health Care Services Program Manager.
- 3.3.7 Expedited payment may be extended beyond the first three elective procedures for multiple non-emergent reconstructive procedures (both surgical and anesthesia services) when the following process occurs:
- A letter is submitted providing early identification of the complexity by outlining the patient details, volume and proposed procedures, and timeline to completion;
 - A Surgical Authorization form is directed to the Claims Officer for entitlement approval; and

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- A letter is directed to the Health Care Services Program Manager for payment approval and system activation.
- 3.3.8 Referrals for surgery from Family Physicians and not WorkSafeBC, must first be approved by WorkSafeBC. In that case WorkSafeBC approval will initiate the start date for calculating the number of business days till surgery. Refer to Article 3.3.3 of Schedule C for service timeliness requirements.
- 3.3.9 Expedited consultations requiring diagnostic investigations will be expedited using WorkSafeBC services as required.
- 3.3.10 The operative report must be received within twenty (20) business days of the date of surgery, and is a requirement for WorkSafeBC to process payment.
- 3.3.11 All appropriate out-of-office hour service and surcharges (as per MSP Guide to Fees) will apply to expedited billing payments.
- 3.3.12 For surgery scheduled in public facilities the surgeon will not displace a booked non-WorkSafeBC patient in order to comply with the business day time limit constraint for expedited rates. Any surgeon found violating this principle would be excluded from this Agreement.
- 3.4 **Anaesthesia Expedited Fees**
- 3.4.1 Refer to Schedule D – Fee Schedule for Expedited Services, Article 3.0 for the procedural anaesthesiology rate. These fees shall be billed through Teleplan, except for Extensive Spine Surgery anaesthesia.
- ⁵3.4.2 All expedited anesthesiology procedural services, with the exception of Extensive Spine Surgery and expedited chronic pain management services nerve blocks provided by anaesthesiologists under a personal services agreement shall be billed through Teleplan using a billing model consisting of up to three fee codes per surgery performed:
- a) The appropriate MSP anesthesiology surgical fee code;
 - b) A time based fee code as described in Fee Schedule D, Article 3.0;
 - c) Where applicable, the fee code for the Out of Office Surcharge as described in Fee Schedule D, Article 3.0.
- 3.4.3 WorkSafeBC shall pay expedited rates when an Anaesthesiologist provides anaesthetic for an Injured Worker undergoing expedited surgery and the surgical procedure meets the timeline requirements in Article 3.3.3 of Schedule C. Otherwise, the anesthesiology services must be billed at the MSP anesthesiology code rates only, unless the Health Care Services Program Manager determines otherwise.
- 3.4.4 Anaesthesia consultations must be billed fee-for-service (Fee Code 19934). The consultative report shall be comprehensive.

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- 3.4.5 The anaesthetic time includes a pre-operative assessment, as well as the time from induction until the Anaesthesiologist is no longer in attendance and the Injured Worker can be safely discharged for the postanesthetic recover (PAR). If the pre-operative and PAR times are significantly longer than fifteen (15) minutes, respectively, or a total of thirty (30) minutes then an explanatory note shall accompany the record of anesthesia.
- 3.4.6 The Anaesthesiologist will provide the Record of Anaesthesia, and is a requirement for WorkSafeBC to process payment.
- 3.4.7 Notwithstanding the above, WorkSafeBC will pay only once for each surgical procedure except when the Injured Worker's care warrants the attendance of more than one Anaesthesiologist. The Anaesthesiologist must support the need with written statements to WorkSafeBC explaining why there was a medical requirement to have two (2) in attendance.
- 3.4.8 The Anesthesiologist's fee covers all services rendered by the Anaesthesiologist during the procedure.
- 3.4.9 Except for life or limb threatening circumstances, an Anaesthesiologist may not bill for two (2) patients during the same time period. The Anaesthesiologist must support the need with a written statement to WorkSafeBC providing explanation as to the medical requirement for the circumstance.
- 3.4.10 Anesthesiologists operating under a personal services agreement with WorkSafeBC for the provision of Expedited Chronic Pain Management services, at the request of WorkSafeBC, shall be compensated at a rate which is at least equivalent to the Anesthesiology expedited procedural rate.

3.5 Surgical Assist Fees

- 3.5.1 Refer to Schedule D – Fee Schedule for Expedited Services, Article 4.0, for the expedited surgical assist rate. These fees shall be billed through Teleplan, except for Extensive Spine Surgery surgical assist.
- 3.5.2 A list of procedures which WorkSafeBC approves for a Surgical Assist shall be maintained and posted on the WorkSafeBC internet site. If a procedure is not listed, the Physician must contact the Health Care Services Department for prior approval.

⁶3.5.3 Surgical Assists are to be billed electronically through Teleplan and at the rates outlined in Schedule D Article 4.0. The Surgical Assists will invoice the applicable MSP surgical assist (related to procedure) fee code plus the applicable time-based WorkSafeBC fee code for one of the following levels and where applicable, the fee code for the Out of Office Surcharge as described in Fee Schedule D, Article 4.0:

- Level 1 Surgical Assist (surgery time up to 1.5 hours)
- Level 2 Surgical Assist (surgery time 1.51 to 2.0 hours)
- Level 3 Surgical Assist (surgery time 2.01 to 2.5 hours)
- Level 4 Surgical Assist (surgery time 2.51 to 3.0 hours)

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- Level 5 Surgical Assist (surgery time 3.01 to 3.5 hours)
- Level 6 Surgical Assist (surgery time 3.51 to 5.99 hours)
- Level 7 Surgical Assist (surgery time 6.00 hours plus)

3.6 Expedited Extensive Spinal Surgery Fees

- 3.6.1 These fees are designed for surgeons performing difficult and extensive spinal procedures requiring stabilization or multilevel procedures or revisions discectomy (one level index discectomy is not meant to be covered by these fees).
- 3.6.2 Pre-approval by WorkSafeBC is required.
- 3.6.3 The business day limitations at Article 3.3.3 of Schedule C are waived for these services.
- 3.6.4 Refer to Schedule D – Fee Schedule for Expedited Services, Article 2.0, for the expedited extensive spine surgical rates.

REFERENCE ONLY

SCHEDULE D
FEE SCHEDULE FOR SESSIONAL AND EXPEDITED SERVICES

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018	Comments
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1.0 EXPEDITED SESSIONAL SERVICES

1150464	Initial Expedited Consultation Service Fees / Sessional Rate (VSC ONLY)	\$2,107.82	\$2128.90	\$2155.51	\$2187.84	\$2220.66	Bill as per contract
1150465	Repeat Expedited Consultation Service Fees / Sessional Rate (VSC ONLY)	\$2,107.82	\$2128.90	\$2155.51	\$2187.84	\$2220.66	Bill as per contract
19519	Expedited Sessional Interventional Pain management Services under personal services agreement.	\$1,613.80	\$1629.94	\$1650.31	\$1675.06	\$1700.19	Bill as per contract

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FEE SCHEDULE FOR SESSIONAL AND EXPEDITED SERVICES

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018	Comments
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7.2.0 EXPEDITED SURGICAL PROCEDURAL RATES AND EMERGENCY SURGERY OUT OF OFFICE SURCHARGES.

MSP Fee Code	From April 1, 2014 to October 31, 2015: For expedited procedural surgery, excluding extensive spinal surgery, invoice one (1) MSP fee code applicable to procedure, plus applicable block billing time-based fee code below.						Bill through Teleplan
19500	Expedited Surgical Procedure- Level 1 (surgery time up to 1.5 hours)	\$597.97	\$603.95	N/A	N/A	N/A	Bill through Teleplan
19501	Expedited Surgical Procedure- Level 2 (surgery time 1.51 to 2.0 hours)	\$864.54	\$873.19	N/A	N/A	N/A	Bill through Teleplan
19502	Expedited Surgical Procedure- Level 3 (surgery time 2.01 to 2.5 hours)	\$1,188.74	\$1200.63	N/A	N/A	N/A	Bill through Teleplan
19503	Expedited Surgical Procedure- Level 4 (surgery time 2.51 to 3.0 hours)	\$1,453.24	\$1467.77	N/A	N/A	N/A	Bill through Teleplan
19504	Expedited Surgical Procedure- Level 5 (surgery time 3.01 to 3.5 hours)	\$1,727.01	\$1744.28	N/A	N/A	N/A	Bill through Teleplan
19505	Expedited Surgical Procedure- Level 6 (surgery time 3.51 to 5.99 hours)	\$2,547.29	\$2572.76	N/A	N/A	N/A	Bill through Teleplan
19506	Expedited Surgical Procedure- Level 7 (surgery time 6.00 hours plus)	\$3,905.85	\$3944.91	N/A	N/A	N/A	Bill through Teleplan
19512	Expedited Surgery, Out of Office Surcharge, Operative Evening (6 to 11 pm), effective April 1, 2014 to October 31, 2015	32.77%	32.77%	N/A	N/A	N/A	Bill this percentage applied to applicable Level fee code billed.
19513	Expedited Surgery, Out of Office Surcharge, Operative Night (11 pm to 8 am), effective April 1, 2014 to October 31, 2015	52.54%	52.54%	N/A	N/A	N/A	Bill this percentage applied to applicable Level fee code billed.

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Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018	Comments
19514	Expedited Surgery, Out of Office Surcharge, Operative Sat/Sun/Holidays), effective April 1, 2014 to October 31, 2015	32.77%	32.77%	N/A	N/A	N/A	Bill this percentage applied to applicable Level fee code billed.
MSP Fee Code	Effective November 1, 2015: For expedited procedural surgery excluding extensive spinal surgery, invoice MSP fee codes applicable to the procedure. If the surgery meets the requirements for expedited surgery procedural rates as set out in Schedule C section 3.3.3, HIBC will apply a 194% increase to the paid MSP surgery procedure fees.						Bill through Teleplan
19320	Out of Office Surcharge, Operative Evening (commencing on or after 6 pm up to 11 pm), effective on and after November 1, 2015 Applicable to emergency surgery or to elective surgery that is rescheduled due to intervening emergency surgery in an Operative Evening	N/A	The greater of \$65 or 17.50% of the paid MSP surgery procedure fees	The greater of \$65 or 17.50% of the paid MSP surgery procedure fees	The greater of \$65 or 17.50% of the paid MSP surgery procedure fees	The greater of \$65 or 17.50% of the paid MSP surgery procedure fees	Bill through Teleplan
19321	Out of Office Surcharge, Operative Night (commencing on or after 11 pm to 8 am), effective on and after November 1, 2015 Applicable to emergency surgery or to elective surgery that is rescheduled due to intervening emergency surgery in an Operative Night	N/A	The greater of \$105 or 28.00% of the paid MSP surgery procedure fees	The greater of \$105 or 28.00% of the paid MSP surgery procedure fees	The greater of \$105 or 28.00% of the paid MSP surgery procedure fees	The greater of \$105 or 28.00% of the paid MSP surgery procedure fees	Bill through Teleplan
19322	Out of Office Surcharge, Operative Sat/Sun/Holidays (8 am to 11 pm), effective on and after November 1, 2015 Applicable to emergency surgery or to elective surgery that is rescheduled due to intervening emergency surgery on Operative Sat/Sun/Holidays	N/A	The greater of \$65 or 17.50% of the paid MSP surgery procedure fees	The greater of \$65 or 17.50% of the paid MSP surgery procedure fees	The greater of \$65 or 17.50% of the paid MSP surgery procedure fees	The greater of \$65 or 17.50% of the paid MSP surgery procedure fees	Bill through Teleplan

SCHEDULE D
FEE SCHEDULE FOR SESSIONAL AND EXPEDITED SERVICES

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018	Comments
Other Fee Codes							
19516	Expedited Extensive Spine Surgery – Sessional fee (no MSP fee code applicable)	\$3,868.80	\$3907.49	\$3956.33	\$4015.67	\$4075.91	Bill by fax to WorkSafeBC

ADDITIONAL PROVISIONS

1. Fee Codes 19500, 19501, 19502, 19503, 19504, 19505, 19506, 19512, 19513, and 19514 are replaced effective November 1, 2015 by MSP Fee Codes eligible for the 194% increase to the paid MSP surgery procedure fees and Fee Codes 19320, 19321 and 19322 with the implementation of the MOA in Appendix B.
2. On and after November 1, 2015, invoice MSP fee codes applicable to the surgical procedure, and where applicable, Fee Code 19320, 19321 or 19322 for an out of office surcharge. If an out of office surcharge is claimed under Fee Codes 19320, 19321 or 19322, the invoice must include the time that the surgery commenced in order to be paid. For qualifying out of office surgeries commencing during the operative evening and continuing into the operative night (both as defined in the table above), invoice for the period in which the major portion of the surgical time is spent (operative evening or operative night).
3. Fee Codes 19320, 19321 and 19322 are applicable only to emergency or elective surgery that is:
 - (a) rescheduled to an out of office time period due to intervening emergency surgery or is scheduled in an out of office time period at the request of the injured worker; and
 - (b) at least 45 minutes of surgery time or requires general, spinal or epidural anesthesiology.
4. Where applicable, Fee Codes 19320, 19321 or 19322 may be billed even if the surgery does not meet the requirements for expedited surgery procedural rates as set out in Schedule C section 3.3.3.
5. Where a surgery meets the requirements for an out of office surcharge and for expedited surgery procedural rates in accordance with Schedule C section 3.3.3, Fee Codes 19320, 19321 or 19322, as applicable, are eligible for a 194% increase.
6. "Emergency surgery" when used in this Schedule D section 2.0 means emergency surgery that is defined, deemed or adjudicated under MSP to be emergency surgery.
7. Where applicable, Fee Codes 19320, 19321 or 19322 are billable in addition to MSP out of office surcharge fee codes 01210, 01211, and 01212.

SCHEDULE D
FEE SCHEDULE FOR SESSIONAL AND EXPEDITED SERVICES

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018	Comments
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3.0 EXPEDITED ANAESTHESIA RATES FOR EXPEDITED SURGICAL PROCEDURES

MSP Fee Code	Expedited Anaesthesia Services: Invoice one (1) appropriate MSP fee code plus applicable number of units of block billing time-based fee code 19507.						Bill through Teleplan
19507	Expedited Anaesthesia Time. One unit equals 15 minutes.	\$76.71 Per unit	\$77.48 Per unit	\$78.45 Per unit	\$79.62 Per unit	\$80.82 Per unit	Bill through Teleplan
19518	Expedited Extensive Spine Anaesthesia – Sessional fee (no MSP fee code applicable)	\$2,352.77	\$2376.30	\$2406.00	\$2442.09	\$2478.72	Bill by fax to WorkSafe BC
19405	Expedited Anaesthesiology, Out of Office Surcharge, Operative Evening (6 to 11 pm) - - applied to 19507	32.77%	32.77%	32.77%	32.77%	32.77%	Bill same number of units as is billed for fee code 19507.
19406	Expedited Anaesthesiology, Out of Office Surcharge, Operative Night (11 pm to 8 am) -- applied to 19507	52.54%	52.54%	52.54%	52.54%	52.54%	Bill same number of units as is billed for fee code 19507.
19407	Expedited Anaesthesiology, Out of Office Surcharge, Operative Sat/Sun/Holidays -- applied to 19507	32.77%	32.77%	32.77%	32.77%	32.77%	Bill same number of units as is billed for fee code 19507.

SCHEDULE D
FEE SCHEDULE FOR SESSIONAL AND EXPEDITED SERVICES

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018	Comments
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4.0 EXPEDITED SURGICAL ASSIST RATES FOR EXPEDITED SURGICAL PROCEDURES.

MSP Fee Code	Invoice one (1) appropriate MSP surgical assist fee code related to surgical procedure, plus applicable block billing time-based fee code below.						Bill through Teleplan
19545	Expedited Surgical Assist - Level 1 (surgery time up to 1.5 hours)	\$233.63	\$235.97	\$238.92	\$242.50	\$246.14	Bill through Teleplan
19546	Expedited Surgical Assist - Level 2 (surgery time 1.51 to 2.0 hours)	\$337.58	\$340.96	\$345.22	\$350.40	\$355.66	Bill through Teleplan
19547	Expedited Surgical Assist - Level 3 (surgery time 2.01 to 2.5 hours)	\$463.14	\$467.77	\$473.62	\$480.72	\$487.93	Bill through Teleplan
19548	Expedited Surgical Assist - Level 4 (surgery time 2.51 to 3.0 hours)	\$566.07	\$571.73	\$578.88	\$587.56	\$596.37	Bill through Teleplan
19549	Expedited Surgical Assist - Level 5 (surgery time 3.01 to 3.5 hours)	\$674.13	\$680.87	\$689.38	\$699.72	\$710.22	Bill through Teleplan
19551	Expedited Surgical Assist - Level 6 (surgery time 3.51 to 5.99 hours)	\$993.19	\$1003.12	\$1015.66	\$1030.89	\$1046.35	Bill through Teleplan
19552	Expedited Surgical Assist - Level 7 (surgery time 6.00 hours plus)	\$1,523.23	\$1538.46	\$1557.69	\$1581.06	\$1604.78	Bill through Teleplan
19517	Expedited Extensive Spine Surgical Assist - Sessional fee (no MSP fee code applicable)	\$1,508.82	\$1523.91	\$1542.96	\$1566.10	\$1589.59	Bill by fax to WorkSafeBC

**SCHEDULE D
FEE SCHEDULE FOR SESSIONAL AND EXPEDITED SERVICES**

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018	Comments
19410	Expedited Surgical Assist, Out of Office Surcharge, Operative Evening (6 to 11 pm)	32.77%	32.77%	32.77%	32.77%	32.77%	Bill this percentage applied to applicable Level fee code billed.
19411	Expedited Surgical Assist, Out of Office Surcharge, Operative Night (11 pm to 8 am)	52.54%	52.54%	52.54%	52.54%	52.54%	Bill this percentage applied to applicable Level fee code billed.
19412	Expedited Surgical Assist, Out of Office Surcharge, Operative Sat/Sun/Holidays	32.77%	32.77%	32.77%	32.77%	32.77%	Bill this percentage applied to applicable Level fee code billed.

**SCHEDULE E
FEE SCHEDULE FOR MEDICAL ADVISORS**

1.0 MEDICAL ADVISORS

Fee Code	Description	Effective Apr 1, 2014	Effective Apr 1, 2015	Effective Apr 1, 2016	Effective Apr 1, 2017	Effective Apr 1, 2018	Comments
Not applicable	Medical Advisor, sessional rate.	\$532.68 per session	\$538.01	\$544.74	\$552.91	\$561.20	Billing as instructed
Not applicable	Specialist Medical Advisor, sessional rate.	\$669.50 per session	\$676.20	\$684.65	\$694.92	\$705.34	Billing as instructed

REFERENCE ONLY

APPENDIX A
MEMORANDUM OF AGREEMENT – FEE CODE 19950



Mailing address: PO Box 5350 Stn Terminal, Vancouver BC V6B 5L5
worksafebc.com

March 5, 2015

Mr. Peter Kafka
Doctors of BC
115 – 1665 West Broadway
Vancouver, BC
V6J 5A4

Dear Peter,

This letter is a record of our discussion regarding the increase in the unique fee for service item Return to Work Consultation – fee code 19950.

Over the past several years since the service item RTW Consultation was created, WorkSafeBC has witnessed a wide variety of content in report submissions from physicians. We have provided some guidance to the community of physicians on the expectations for this service; having sent bulletins, telephone discussions, presentations, handouts at our conference booths, and education during calls regarding payments, to name a few. Unfortunately, many physicians appear to misunderstand the requirements of the service. Generally they underestimate the requirements.

With the increase in the fee code to \$300.24 we expect the physician to engage in meaningful return to work planning with the patient and employer, and arrange a RTW plan the patient and employer can follow.

It is understood that as a condition of our agreeing to the increase in this fee code WorkSafeBC will develop an educational/training module which will require mandatory participation by physicians who plan to provide the RTW Consultation service to their patients. Details of the education are yet to be determined, however some options include completing an online module, attendance at a presentation, or studying written material.

Once the education material has been developed and is available WorkSafeBC may restrict payment of the RTW Consultation service fee code to only those physicians who have completed the required training.

I trust the above reflects our discussions and understanding regarding our agreement to increase this fee code.

Yours truly,

A handwritten signature in blue ink that reads "Eric Janes".

Eric Janes
Director, Labour Relations

**APPENDIX B
MEMORANDUM OF AGREEMENT – NEW BILLING MODEL
FOR EXPEDITED SURGICAL PROCEDURES**

PROPOSAL

Expedited Surgical Procedure Rates

Workers' Compensation Board of British Columbia

Doctors of BC

Memorandum of Agreement

The parties agree to move to a new billing model for expedited surgical procedures. The current model shall be in effect from April 1, 2014 until the implementation date of the new model, with the applicable fee schedule increases incorporated. Thirty days from the effective date of the system changes required, the unique fee code will change from the current agreement such that the unique fee will become 194% of the applicable MSP surgical fee codes. Such date may be adjusted by mutual agreement. The 194% premium will be automatically applied to payments for surgeries that meet the expedited timeline.

For clarification:

- physicians shall be able to bill for multiple procedures consistent with current practice for billing MSP surgical procedure fee codes in the public system;
- ~~fee~~ codes 19500 through 19506 shall be deleted upon implementation of the new model.

Dated this ____ day of April 2015

Dated this ____ day of April 2015

Eric Janes
For the Workers' Compensation Board of BC

Peter Kafka
~~For~~ the Doctors of BC

Date/Time: _____

Memorandum of Understanding

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