

**PHYSICIANS AND SURGEONS'
WORKSAFEBC SERVICES AGREEMENT**

April 1, 2019 – March 31, 2022



The Workers' Compensation Board of British Columbia

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CONTRACT #H002020

**PHYSICIANS AND SURGEONS' WORKSAFEBC SERVICES AGREEMENT made effective
February 1, 2021 (the "Effective Date")**

BETWEEN:

ASSOCIATION OF DOCTORS OF BC

115 – 1665 West Broadway
Vancouver, BC V6J 5A4

("Doctors of BC")

AND:

WORKERS' COMPENSATION BOARD, doing business as WorkSafeBC

6951 Westminster Highway
Richmond, BC V7C 1C6

("WorkSafeBC")

BACKGROUND:

- A. WorkSafeBC is responsible for the administration of the *Workers Compensation Act* RSBC 2019 c. 1 (the "**WCA**") and has a mandate to provide health care and rehabilitation services to workers who sustain injuries arising out of and in the course of their employment;
- B. 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.
- C. The 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.
- D. 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:

1.0 DEFINITIONS AND INTERPRETATION

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

- (a) "**Agreement**" means this Agreement and its schedules and the Physician Reference Guide, appended thereto;
- (b) "**Board Officer**" means a WorkSafeBC Case Manager, Client Service Representative, Client Service Manager, WorkSafeBC salaried Medical Advisor, Recovery and Return to Work Specialist or other as designated by WorkSafeBC;
- (c) "**business day**" means any day, other than Saturday, Sunday, any statutory holiday in the province of British Columbia and any other day on which WorkSafeBC's head office is closed to the public;
- (d) "**Consult**" or "**Consultation(s)**" means 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;
- (e) "**Duration of Surgery**" means the time from when the patient enters the operating room to the time the patient leaves the operating room.
- (f) "**Electronically**" means electronically transmitted by Teleplan or other agreed to electronic transmission system;
- (g) "**Expedited**" means 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;

- (h) **“Extensive Spine Surgery”** means difficult and extensive spinal procedures requiring stabilization or multilevel procedures or revisions discectomy;
- (i) **“Health Care Services Program Manager”** means A WorkSafeBC manager in Health Care Services;
- (j) **“Injured Worker”** means a person who has been determined to be entitled to compensation under the WCA and who receives Services under this Agreement;
- (k) **“Liaison Committee”** means the committee established under section 4.0 of this Agreement;
- (l) **“Medical Advisor”** means a Physician individually contracted by WorkSafeBC to provide a variety of medical services in the claims management process as determined by WorkSafeBC;
- (m) **“Physician”** means a medical practitioner who is a member in good standing with the College of Physicians and Surgeons of British Columbia;
- (n) **“Physician Reference Guide”** means an administrative guide developed by WorkSafeBC clarifying service requirements, reporting, and invoicing to assist Physicians in understanding the Agreement between the Doctors of BC and WorkSafeBC. The guide clarifies service requirements, reporting, and invoicing, and does not provide medical guidelines;
- (o) **“Physicians with Areas of Expertise”** means a non-Specialist Physician with expertise in a specific branch of medicine or treatment
- (p) **“Services”** means the clinical consultation, treatment, surgeries, anaesthesia and reporting providing by the Physicians as set out by WorkSafeBC and agreed to by Doctors of BC under this Agreement as specified in Schedules A to D of this Agreement;
- (q) **“Sessional Services”** means contractual arrangements 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 and D;
- (r) **“Specialist”** means a Physician who is a certificant or fellow of the Royal College of Physicians and Surgeons of Canada;
- (s) **“Visiting Specialist Clinic”** or **“VSC”** means WorkSafeBC’s Visiting Specialist Clinic located at 6951 Westminster Highway, Richmond, BC or any other location designated by WorkSafeBC as a Visiting Specialist Clinic; and
- (t) **“WorkSafeBC Unique Fee for Service Items”** means fees for Services under this Agreement between the Doctors of BC and WorkSafeBC that refer to WorkSafeBC Services only.

1.2 In this Agreement, the following interpretations apply:

- (a) wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as applicable, has been used where the context requires;
- (b) headings have been included for convenience only and shall not be used in construing any provision herein; and

- (c) the word “including” or “includes”, when following a general statement or term does not limit the general statement or term to any specific item or matter set forth or to similar items or matters, but permits the general statement or term to refer also to all other items or matters that could reasonably fall within its broadest possible scope.
- 1.3 Reference Documents: All Schedules, attachments, guides and manuals specifically referenced to in this Agreement form a part of this Agreement including:
- (a) **Schedule A** Description of Services;
 - (b) **Schedule B** WorkSafeBC Unique Fee For Service Items: Form Fees, Physician Services Fees, and Expedited Consultation Fees by Specialists and Physicians with Areas of Expertise;
 - (c) **Schedule C** Services Provided to WorkSafeBC on a Sessional and Expedited Basis;
 - (d) **Schedule D** Fee Schedule for Sessional and Expedited Services;
 - (e) **Schedule E** Disability Management Education Program Subcommittee; and
 - (f) **Schedule F** Additional Commitments.
- 2.0 SERVICESServices: 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 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.
- 2.2 Salaried Physicians: Salaried Physicians are hired by WorkSafeBC as employees. This Agreement does not govern the relationship between WorkSafeBC and the Salaried Physicians.
- 2.3 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 does not conflict with this Agreement, with the written agreement from the Doctors of BC.
- 2.4 WCA: This Agreement is entered pursuant to the WCA and the Services provided under this Agreement are subject to the provisions and/or policies of the WCA.
- 3.0 TERM OF AGREEMENT**
- 3.1 Term: The term of this Agreement shall be for a period of thirty-six (36) months commencing on April 1, 2019 (the “Effective Date”) and terminating on March 31, 2022.
- 3.2 Retroactive Terms: The Parties agree none of the terms of this Agreement shall be retroactive unless it is expressly stated in this Agreement.
- 3.3 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.
- 3.4 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.
- 4.0 RELATIONSHIP BETWEEN DOCTORS OF BC AND WORKSAFEBC**

- 4.1 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.
- 4.1.1 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.
- 4.2 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.
- 4.2.1 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 Service Items.
- 4.2.2 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.
- 4.2.3 Doctors of BC shall consult with WorkSafeBC before implementing changes that shall materially affect WorkSafeBC Services or the Injured Worker.
- 4.3 Data and Reports: WorkSafeBC will work with the Doctors of BC to implement the reports specified in subsections 4.3.1 and 4.3.2 below. On a quarterly and an annual basis, WorkSafeBC will make available to Doctors of BC the following data and reports to assist in the evaluation and administration of this Agreement free of charge:
- 4.3.1 When implemented, a macro-level non-identifiable aggregated data report with the following data with respect to WorkSafeBC specific fee codes: total number of invoices billed and paid, (to include breakdown by full and reduced fees for delay), rejected (to include breakdown by reason for rejection), suspended (to include breakdown by reasons for suspension), payments by fee code and total payments overall;
- 4.3.2 When implemented, a macro-level level non-identifiable aggregated data report with the following data with respect to surgical fee codes: total number of surgeries invoiced (to include breakdown by Expedited and non-Expedited), rejected (to include breakdown by reasons for rejection), total cost of surgeries billed, average cost per surgery, and after-hours surcharges;
- 4.3.3 Other data as required for the purposes of this Agreement as agreed by WorkSafeBC and the Doctors of BC; and

- 4.3.4 Reports regularly generated by WorkSafeBC for the internal management and evaluation of this Agreement and the delivery of Services by Physicians, except to the extent such reports may be withheld from disclosure under the *Freedom of Information and Protection of Privacy Act* or are confidential WorkSafeBC information.
- 4.4 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.
- 4.5 Additional Commitments: In the course of negotiating this Agreement, the parties identified a number of additional commitments the parties wished to make to improve the administration of this Agreement, processes for Physicians and allocation of compensation. The additional commitments are set out in Schedules F.

5.0 LIAISON COMMITTEE

- 5.1 Intent: It is the intent of WorkSafeBC and the Doctors of BC to continue to work collaboratively and effectively to:
 - 5.1.1 ensure the smooth administration of this Agreement and the Services provided under it for the benefit of the parties, Physicians and Injured Workers;
 - 5.1.2 support Physician in providing the best possible clinical care and work disability prevention practices to their Injured Worker patients, including through Physician education;
 - 5.1.3 advance disability prevention and management practices, including through a disability management education program as contemplated in Schedule E; and
 - 5.1.4 build the working relationship between the parties, including through opportunities to undertake joint projects and initiatives.
- 5.2 Committee: To carry out the intent expressed in section 5.1, the parties will establish a joint committee, named the "Liaison Committee" within thirty (30) calendar days of the execution of this Agreement that will collaborate and consult on matters included in section 5.6 and other matters referred to the Liaison Committee by agreement of the parties. The Liaison Committee will consist of four representatives from WorkSafeBC and four representatives from Doctors of BC. One of the WorkSafeBC representatives will be the Chief Medical Officer or delegate and one of the Doctors of BC representatives will be a senior member of staff.
- 5.3 Meetings: The Liaison Committee will have two chairs, one appointed by each party from its representatives. The chairing of Liaison Committee meetings will be rotated between the chairs. Subject to any public health orders, meetings chaired by the Doctors of BC representative will be held at the Doctors of BC office and meetings chaired by the WorkSafeBC representative will be held at the WorkSafeBC office, unless the chairs otherwise agree. Support for the meetings will be provided by the party chairing the meeting.
- 5.4 Staff Member: Doctors of BC and WorkSafeBC will each designate a staff member who is responsible for supporting their participation in the Liaison Committee, and driving the agenda forward by following up on discussions and actions items between meetings.
- 5.5 Terms of Reference: The initial members of the Liaison Committee will meet and establish the "**Terms of Reference**" for the Liaison Committee within ninety (90) calendar days of the execution of this Agreement. The Terms of Reference established by the Liaison Committee must include the following provisions:

- 5.5.1 The Liaison Committee will meet a minimum of four times a year for regular meetings at the dates and times as agreed by the chairs, and may hold additional meetings at the call of either chair at the date and time agreed by the chairs;
 - 5.5.2 The ability and process to increase the membership on the Liaison Committee from time-to-time on an ad-hoc or permanent basis, provided there is at all times equal membership as between WorkSafeBC and the Doctors of BC;
 - 5.5.3 Any procedures by which the Liaison Committee will operate that are in addition to the matters set out in subsections 5.5.1 and 5.5.2 above, including the taking minutes and distribution of the minutes to Liaison Committee members within 30 calendar days from applicable Liaison Committee meeting;
 - 5.5.4 Confirmation the Liaison Committee acts as the principal forum for Consultations that may include Consultations on the addition or modification of WorkSafeBC Unique Fee for Service Items prior to formal negotiation between the parties;
 - 5.5.5 Confirmation the Liaison Committee will 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 a party or a Physician, and will make recommendations on those matters;
 - 5.5.6 The ability to explore and recommend, or to establish subcommittees to explore and recommend, projects and initiatives for the improvement of disability management, the improvement of the case management system, the removal of administrative impediments to Physicians and Injured Workers or any other purpose as agreed by the parties;
 - 5.5.7 Provision for Physicians and employees of the parties to submit ideas to the Liaison Committee related to the matters set out in section 5.1, and a process for response to the submitter as soon as is reasonably practicable;
 - 5.5.8 A process for the resolution of disputes or disagreements related to this Agreement between the parties or between WorkSafeBC and a Physician(s) which are referred to the Liaison Committee by the joint agreement of the parties, including issues related to practice or billing process. The process will include the responsibility to attempt to resolve the dispute or disagreement; and
 - 5.5.9 A process for the resolution of disputes related to HIBC decisions on fees including surgical assists fees which are referred to the Liaison Committee by a Physician(s). The process will include the responsibility to attempt to resolve the dispute or disagreement, including decisions related to pre-approvals, and where applicable, WorkSafeBC will pay the fees including the surgical assists fees.
- 5.6 Mandatory Referrals: WorkSafeBC agrees to refer the following to the Liaison Committee for consultation and input:
- 5.6.1 WorkSafeBC policies and practices relevant to clinical practice, including forms development and reporting requirements;
 - 5.6.2 Any new requirements or initiatives for training or education for Physicians;
 - 5.6.3 Opportunities to improve Physician understanding of WorkSafeBC forms, fees and processes;

- 5.6.4 Occupational health care issues;
 - 5.6.5 Rehabilitation initiatives with a specific view to obtaining the expertise of Doctors of BC; and
 - 5.6.6 Any new Physician education initiatives, prior to implementation.
- 5.7 Projects and Initiatives: In the event the Liaison Committee or a subcommittee appointed by it recommends a project or initiative be undertaken and WorkSafeBC agrees with the recommendation, the Liaison Committee will work with WorkSafeBC to develop business cases, project plans, funding models or other materials required by WorkSafeBC to initiate the project or initiative. Where implementation of the project or initiative requires any amendment to this Agreement, including but not limited to a new fee-for-service item, WorkSafeBC will negotiate that amendment with Doctors of BC. WorkSafeBC has no obligation to accept any recommendation and may decline a recommendation for any reason.
- 5.8 Pilots: The Liaison Committee may recommend or WorkSafeBC may propose that a pilot be conducted with respect to a project or initiative. WorkSafeBC has the right, in its discretion, to determine whether to enter into the pilot, the scope and duration of the pilot, the cost it will expend on the pilot, and the measurements and reporting with respect to the pilot. If after implementation of a pilot, WorkSafeBC is not satisfied with the results, the parties agree WorkSafeBC is under no obligation to move to subsequent phases of the pilot or design further pilot testing.
- 5.9 Pilot Costs: WorkSafeBC may pay for development of any business cases where reasonable and will pay Physicians when participating in the development of pilots and acting in the capacity of a subject matter expert either on a Sessional Services basis where appropriate or on a pilot fee-for-service basis, as agreed by the parties.
- 5.10 Participation Costs: Each party will be responsible for costs of their participation on the Liaison Committee. WorkSafeBC agrees to pay any reasonable administrative costs related to the meetings.
- 5.11 Annual Reports: Each party's chair will submit an annual report to the other party's chair no later than 90 (ninety) calendar days after the end of each calendar year evaluating the effectiveness of the Liaison Committee and of any projects and initiatives sponsored by the Liaison Committee, including whether the project or initiative met its stated objective and any issues encountered that could not be solved by the Liaison Committee. WorkSafeBC's chair will provide a copy of the Doctors of BC annual report to the WorkSafeBC executive. Doctors of BC will provide a copy of WorkSafeBC's annual report to the Doctors of BC Board of Directors.
- 5.12 Agreement Prevails: The Liaison Committee does not have the right to take any action or make any decision that conflicts with any provision in this Agreement, and may by the agreement of the parties be dissolved.

6.0 ELECTRONIC PAYMENT SYSTEM

- 6.1 Current: The Physicians 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.

7.0 INVOICING

- 7.1 Authorized Services: The Physicians 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, and D of this Agreement. All exceptions shall be referred to the Liaison Committee.
- 7.2 Charges: No additional charges shall be invoiced to or payable by WorkSafeBC.
- 7.3 Fee Codes: WorkSafeBC has assigned fee codes to the fee descriptions set out in Fee Schedules. The Physicians shall only submit invoices that reference the appropriate fee code as described in the fee Schedules and WorkSafeBC Physician Reference Services Guide.
- 7.4 Invoice Submission: The Physicians shall submit invoices within ninety (90) calendar days of the completion of the Services in accordance with the fee Schedules and WorkSafeBC Physician Reference Services Guide. Invoices received after ninety (90) calendar 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.
- 7.5 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.
- 7.6 Electronic and Fax Submissions: Physicians shall submit invoices and forms for Form 8 and 11 only through MSP Teleplan (Electronically) or by fax transmission.

8.0 PAYMENT

- 8.1 Authorized Services: WorkSafeBC shall compensate the Physicians in accordance with the B.C. Medical Services Plan Fee Schedule and Schedules A, B, C, and D 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, or where the Physician has entered into an agreement with WorkSafeBC directly for personal Services or Sessional Services, in compliance with that agreement.
- 8.2 Fee Schedules: WorkSafeBC shall pay for all Physician Services provided to Injured Workers entitled to benefits under the WCA in accordance with the following:
- 8.2.1 The 2019 Physician Master Agreement as negotiated between the Doctors of BC, the Government and the Medical Services Commission.

- 8.2.2 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 (19405, 19406, 19407, 19410, 19411, 19412):
- Effective April 1, 2020: 2.3%
 - Effective April 1, 2021: 2.3%.
- 8.2.3 The B.C. Medical Services Plan Fee Schedule plus a premium of ten percent (10%) if the Physician invoices WorkSafeBC Electronically through MSP Teleplan.
- 8.2.4 Those Physicians who do not submit through MSP Teleplan will receive a reduced premium of three percent (3%).
- 8.3 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.
- 8.4 WorkSafeBC Unique Fee for Service Items: WorkSafeBC shall compensate Physicians as set out in Schedules A, B, C, and D 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 Item. 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 Service 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 for Service Items, either through formal negotiations or through the process described in section 5.5.4.
- 8.5 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 and D.
- 8.6 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 the request is communicated by a Board Officer.
- 8.7 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 Injured 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.
- 8.8 Interest: WorkSafeBC shall reimburse interest on outstanding accounts per the process employed by MSP, except where specifically exempted as set out in section 6.1.
- 8.9 Interest Rate: Interest rate shall be that used by MSP.
- 8.10 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.

- 8.11 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 practicable, 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 D.
- 8.12 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.
- 8.13 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.

9.0 PHYSICIAN EXPECTATIONS

- 9.1 The Doctors of BC agrees to advise Physicians of the following expectations WorkSafeBC has of Physicians providing the Services:
- 9.1.1 Physicians must be a current member in good standing with the College of Physicians and Surgeons of British Columbia;
- 9.1.2 WorkSafeBC may undertake a review to confirm the professional credentials of the Physician at any time during the Term of this Agreement;
- 9.1.3 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;
- 9.1.4 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;
- 9.1.5 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;
- 9.1.6 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;

9.1.7 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; and

9.1.8 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.

10.0 RIGHT OF SET OFF

10.1 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.

11.0 DISPUTE RESOLUTION BETWEEN THE PHYSICIAN AND WORKSAFEBC

11.1 The Physician and the Program 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.

11.2 If the dispute is not resolved between the Physician and the Program Manager of Health Care Services 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.

11.3 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.

11.4 If the dispute is not resolved by the Liaison Committee, then within fourteen (14) calendar 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.

11.5 If the dispute has not been referred to mediation or cannot be settled within forty-five (45) calendar days after the mediator has been appointed, or within such other period as agreed to by WorkSafeBC and the Doctors of BC in writing, the dispute may be referred by either Party to expedited arbitration administered pursuant to the *Arbitration Act*.

11.6 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.

12.0 DISPUTE RESOLUTION BETWEEN DOCTORS OF BC AND WORKSAFEBC

12.1 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.

- 12.2 Any dispute regarding the application, interpretation or alleged breach of this Agreement will be referred to the Liaison Committee by joint agreement of the parties or a separate committee comprised of an equal number of representatives from the Doctors of BC and WorkSafeBC where WorkSafeBC's representatives will include at least one Senior Director or Vice President. Either committee shall have the power to render binding decisions on the basis of a majority and have the authority to expand this agreement where necessary.
- 12.3 Any dispute regarding the interpretation, application, or alleged breach of this Agreement which is not resolved pursuant to section 12.2, will be resolved pursuant to the *Arbitration Act*.
- 12.4 Should the Parties be unable to agree on the selection of an arbitrator within seven (7) calendar 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 the *Arbitration Act*.
- 12.5 WorkSafeBC and the Doctors of BC will each bear their own costs and share equally the fees and expenses of the Arbitrator.

13.0 NON-WAIVER

- 13.1 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.
- 13.2 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.
- 13.3 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.

14.0 VARIATION OF AGREEMENT

- 14.1 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 authorized signatories of WorkSafeBC and Doctors of BC.
- 14.2 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 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.

15.0 GENERAL CONTRACT NOTICES

- 15.1 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) calendar days after mailing and if mailed to or outside British Columbia, within fourteen (14) calendar 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, if WorkSafeBC:

Manager, Purchasing Services
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

- 15.2 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.

16.0 FORCE MAJEURE

- 16.1 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, pandemics, 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.

17.0 MISCELLANEOUS

- 17.1 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.
- 17.2 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.

18.0 ENTIRE AGREEMENT

- 18.1 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.

IN WITNESS WHEREOF, ASSOCIATION OF THE DOCTORS OF BC and the WORKERS' COMPENSATION BOARD, have executed this Agreement as of the Effective Date.

Signed for and on behalf of
ASSOCIATION OF THE DOCTORS OF BC



Authorized Signatory

Dr. Mathew Chow

Print Name of Signatory

President

Title:

Date: _____ February 1st, 2021 _____

Signed for and on behalf of
WORKERS' COMPENSATION BOARD



Authorized Signatory
Tara Mudray
Senior Manager Purchasing

Date: _____ February 1, 2021 _____

Signed for and on behalf of
WORKERS' COMPENSATION BOARD



Authorized Signatory
Andrew Montgomerie,
Senior Director Health Care Services

Date: _____ January 27, 2021 _____

SCHEDULE A

DESCRIPTION OF SERVICES

1.0 INTRODUCTION

- 1.1 Almost all workers in BC are covered under the WCA. 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 WCA 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 WCA 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 WCA.
- 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.
- 2.4 Physicians will encourage Injured Workers, with assistance of the Injured 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.

SCHEDULE A DESCRIPTION OF SERVICES

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,

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 section 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.

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 may be completed and signed by the worker as a hardcopy form, completed Electronically through worksafebc.com or over the telephone through Teleclaim. If WorkSafeBC does not receive the Form 6, a claim may be suspended and may not be paid.
- **Form 7** - Employer Report

Physician Information

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

SCHEDULE A DESCRIPTION OF SERVICES

5.0 ELECTRONIC SERVICE REQUIREMENTS

- 5.1 Payment for a Form 8 will only be made for the first Form 8 received by WorkSafeBC submitted by any Physician, and if a second Form 8 is subsequently submitted Electronically by the Injured Worker's regular Physician and it is received by WorkSafeBC within ten (10) business days from the date on which the first Form 8 was received by WorkSafeBC, it will be paid at the Form 8 rate, rather than the Form 11 rate.
- 5.2 In order to indicate that the Physician is the Injured Worker's regular Physician, and to be paid the Form 8 rate, the Physician must answer "yes" to the question on the Form 8 "Are you the injured worker's regular practitioner?"
- 5.3 A Physician may only submit one Form 8 per claim. Any subsequent Form 8 will be paid at a Form 11 rate.
- 5.4 Any submitted Forms 8 and 11 that are missing mandatory field(s) or are illegible will be rejected without any cost to WorkSafeBC.
- 5.5 Fees will be reimbursed based on submission Electronically 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 in Schedule A - section 5.0:

Form 8 - First Report of Injury

- 6.1.1 The Physician of first contact or the Injured Worker's regular Physician must complete a Form 8 where the Physician suspects the Injured 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, 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.
- 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 Injured 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 Form 8 shall not be billed by a Specialist submitting an Expedited consultation.
- 6.1.5 There will be no payment for forms received after the time limits described in this Agreement in Schedule B.

Form 11 - Progress Report

- 6.1.6 Follow-up examination visits shall be conducted by the attending Physician as medically necessary, as a result of Injured Worker requirement or at the request of a Board Officer.
- 6.1.7 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 Injured Worker's medical condition, treatment

SCHEDULE A DESCRIPTION OF SERVICES

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.

- 6.1.8 Follow-up examination visits will be paid regardless of whether a Form 11 has been submitted.
- 6.1.9 There will be no payment for forms received after the time limits described in this Agreement as indicated in Schedule B.
- 6.1.10 The Parties agree that if WorkSafeBC requests a Form 11, when a Form 11 was not initially required, WorkSafeBC will pay fee code 19559. The time limit for the submission of this form is ten (10) business days from the date the request is faxed or telephoned by WorkSafeBC.

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.

7.2 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 Expedited Comprehensive 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 Injured Worker is fit to return to work, this information must be received within three (3) business days of the consultation.

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 fee when both of the following conditions occur:

- 7.3.1.1 more than six (6) months lapsed since the Physician last saw the Injured 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 Initial Expedited Comprehensive Consultation for which fee code 19911 was billed. Any other repeat consultation is not entitled to Expedited fees.

SCHEDULE A

DESCRIPTION OF SERVICES

- 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 as described in Fee Schedule B, using fee code 19931 (Consultation after Surgery). 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.
- 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 (5) 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 in 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, Medical Advisor, employer or treating Physician. The steps included in the return to work plan are as follows:

SCHEDULE A DESCRIPTION OF SERVICES

- 8.2.1 Discussion between treating Physician and employer or employer representative including discussion of the return to work plan.
- 8.2.2 Follow up with the Injured Worker to discuss return to work plan.
- 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 Board Officer. This further consultation will be invoiced as fee code 19950.
- 8.5 Fee code 19950 includes the related office visit and phone calls related to the return to work planning and reporting in order to complete the return to work plan. A Form 11 is billable in addition to fee code 19950 if a return to work consultation is completed on the same day as the office visit.
- 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) business 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, workers should be encouraged to report the injury to WorkSafeBC
- 9.4 Interest will be paid in accordance with section 8.8 on outstanding accounts pertaining to disallowed or suspended claims up to the time that the Physician is notified.
- 10.0 ACTIVITIES AND LIMITATIONS FORM (FEE CODE 19558)**
- 10.1 When Required: An Activities and Limitation Form 83D405 is required where:
- 10.1.1 There is not enough medical evidence to decide if a referral for a permanent disability assessment is appropriate;
- 10.1.2 The Injured Worker is nearing full or maximum medical recovery, and the Injured Worker disagrees with one of the following: the return to work plan/discharge recommendations; the expectation that the Injured Worker will recover from their injury; or the reported limitations or restrictions; or
- 10.1.3 The treating Physician and/or Injured Worker would like to provide further evidence regarding the existence of a permanent disability.
- 10.2 Completion of Form: An Activities and Limitations Form can be completed by:
- 10.2.1 A WorkSafeBC salaried Medical Advisor or Sessional Medical Advisor over the phone with the treating Physician, in which case the Physician will receive a copy to validate; or
- 10.2.2 Directly by the treating Physician.
- In either case, the Physician may schedule an office visit with the Injured Worker if the Physician determines it is required in order to complete the Activities and Limitations Form.

**SCHEDULE B
WORKSAFEBC UNIQUE FEE FOR SERVICE ITEMS: FORM FEES, PHYSICIAN SERVICES FEES, AND
EXPEDITED CONSULTATION FEES BY SPECIALISTS AND PHYSICIANS WITH AREAS OF
EXPERTISE**

1.0 FORM FEES

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
19937	Form 8 - First Report of Injury (Electronically)	<ul style="list-style-type: none"> • Payable when a Form 8 is received Electronically by WorkSafeBC within 1 business day of the date of service, where the date of service is the date of the assessment and is considered day 0. • Payment for a Form 8 will only be made as follows: <ul style="list-style-type: none"> ○ for the first Form 8 received by WorkSafeBC submitted by any Physician, and; ○ for a Form 8 that is subsequently submitted Electronically by the Injured Worker's regular Physician if it is received by WorkSafeBC within 10 business days from the date on which the first Form 8 was received by WorkSafeBC. • A Physician may only submit one Form 8 per claim. • Any subsequent Form 8 will be paid at a Form 11 rate. • Billable in addition to an office visit. 	\$61.90	\$63.32	\$64.78
		<ul style="list-style-type: none"> • Payable when a Form 8 is received Electronically by WorkSafeBC within 2 to 3 business days of the date of service, where the date of service is the date of the assessment and is considered day 0. 	\$54.20	\$55.45	\$56.72

**SCHEDULE B
WORKSAFEBC UNIQUE FEE FOR SERVICE ITEMS: FORM FEES, PHYSICIAN SERVICES FEES, AND
EXPEDITED CONSULTATION FEES BY SPECIALISTS AND PHYSICIANS WITH AREAS OF
EXPERTISE**

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
		<ul style="list-style-type: none"> • Payment for a Form 8 will only be made as follows: <ul style="list-style-type: none"> ○ for the first Form 8 received by WorkSafeBC submitted by any Physician, and; ○ for a Form 8 that is subsequently submitted Electronically by the Injured Worker’s regular Physician if it is received by WorkSafeBC within 10 business days from the date on which the first Form 8 was received by WorkSafeBC. • A Physician may only submit one Form 8 per claim. • Any subsequent Form 8 will be paid at a Form 11 rate. • Billable in addition to an office visit. 			

**SCHEDULE B
WORKSAFEBC UNIQUE FEE FOR SERVICE ITEMS: FORM FEES, PHYSICIAN SERVICES FEES, AND
EXPEDITED CONSULTATION FEES BY SPECIALISTS AND PHYSICIANS WITH AREAS OF
EXPERTISE**

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
		<ul style="list-style-type: none"> • Payable when a Form 8 is received Electronically by WorkSafeBC within 4 to 6 business days of the date of service, where the date of service is the date of the assessment and is considered day 0. • Payment for a Form 8 will only be made as follows: <ul style="list-style-type: none"> • for the first Form 8 received by WorkSafeBC submitted by any Physician, and; • for a Form 8 that is subsequently submitted Electronically by the Injured Worker’s regular Physician if it is received by WorkSafeBC within 10 business days on which the first Form 8 was received by WorkSafeBC. • A Physician may only submit one Form 8 per claim. • Any subsequent Form 8 will be paid at a Form 11 rate. • If a Form 8 is received 7 business days or later following the date of service, the fee paid is \$0. • Billable in addition to an office visit. 	\$38.25	\$39.13	\$40.03
19900	Form 8 - First Report of Injury (fax transmission)	<ul style="list-style-type: none"> • Payable when a Form 8 is received by fax by WorkSafeBC within 3 business days of the date of service, where the date of service is the date of the assessment and is considered day 0. 	\$35.78	\$36.60	\$37.44

**SCHEDULE B
WORKSAFEBC UNIQUE FEE FOR SERVICE ITEMS: FORM FEES, PHYSICIAN SERVICES FEES, AND
EXPEDITED CONSULTATION FEES BY SPECIALISTS AND PHYSICIANS WITH AREAS OF
EXPERTISE**

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
		<ul style="list-style-type: none"> • A Physician may only submit one Form 8 per claim. • Any subsequent Form 8 will be paid at a Form 11 rate. • Billable in addition to an office visit. 			
		<ul style="list-style-type: none"> • Payable when a Form 8 is received by fax by WorkSafeBC within 4 to 6 business days of the date of service, where the date of service is the date of the assessment and is considered day 0. • A Physician may only submit one Form 8 per claim. • Any subsequent Form 8 will be paid at a Form 11 rate. • If Form 8 is received 7 business days or later following the date of service, the fee paid is \$0. • Billable in addition to an office visit. 	\$23.85	\$24.40	\$24.96
19927	Form 8 – First Report of Injury requested by WorkSafeBC	<ul style="list-style-type: none"> • Payable when a Form 8 is requested by WorkSafeBC where the form is not initially required (See Form 8 rules) and is received within 10 business days of the faxed or telephone request where the date of the request is considered day 0. • Submissions received after 10 business days of the request will not be paid. • Fee code 19904 may not be billed in addition to fee code 19927 as fee code 19904 includes copying of an existing report from an Injured Workers' file. 	\$54.20	\$55.45	\$56.72

SCHEDULE B
WORKSAFEBC UNIQUE FEE FOR SERVICE ITEMS: FORM FEES, PHYSICIAN SERVICES FEES, AND
EXPEDITED CONSULTATION FEES BY SPECIALISTS AND PHYSICIANS WITH AREAS OF
EXPERTISE

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
19940	Form 11 - Progress Report (Electronically)	<ul style="list-style-type: none"> • Payable when a Form 11 is received by Electronically by WorkSafeBC within 3 business days of the date of service, where the date of service is the date of the assessment and is considered day 0. • Billable in addition to an office visit. 	\$44.20	\$45.22	\$46.26
		<ul style="list-style-type: none"> • Payable when a Form 11 is received Electronically by WorkSafeBC within 4 to 6 business days of the date of service, where the date of service is the date of the assessment and is considered day 0. • If a Form 11 is received 7 business days or later following the date of service, the fee paid is \$0. • Billable in addition to an office visit. 	\$20.07	\$20.53	\$21.00
19902	Form 11 - Progress Report (fax transmission)	<ul style="list-style-type: none"> • Payable when a Form 11 is submitted by fax transmission and received by WorkSafeBC within 3 business days of the date of service, where the date of service is the date of the assessment and is considered day 0. • Billable in addition to an office visit. 	\$32.20	\$32.94	\$33.70
		<ul style="list-style-type: none"> • Payable when a Form 11 is submitted by fax transmission and received by WorkSafeBC within 4 to 6 business days of the date of service, where the date of service is the date of the assessment and is considered day 0. 	\$16.09	\$16.46	\$16.84

**SCHEDULE B
WORKSAFEBC UNIQUE FEE FOR SERVICE ITEMS: FORM FEES, PHYSICIAN SERVICES FEES, AND
EXPEDITED CONSULTATION FEES BY SPECIALISTS AND PHYSICIANS WITH AREAS OF
EXPERTISE**

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
		<ul style="list-style-type: none"> If a Form 11 is received 7 business days or later following the date of service, the fee paid is \$0. Billable in addition to an office visit. 			
19559	Form 11 - Progress Report requested by WorkSafeBC	<ul style="list-style-type: none"> Payable when a Form 11 is requested by WorkSafeBC where the form is not initially required (see Form 11 rules) and is received within 10 business days of the faxed or telephone request, where the date of the request is considered day 0. Submissions received after 10 business days of the request will not be paid. Fee code 19904 may not be billed in addition to fee code 19559 as fee code 19904 includes copying of an existing report from an Injured Worker's file. 	N/A	\$45.22	\$46.26
19909	Standardized Assessment Form - within 15 business days	<ul style="list-style-type: none"> To be completed by a Physician only when requested by WorkSafeBC or a surgeon. Service is to be provided for specific assessments upon request, for example for the completion of the Pre-operative Assessment Form (83M1) and the Opioid Extension Form (68D80). Standard Assessment Fee includes physical examination and completion of the report form. The Physician shall not complete a Form 11 for the examination when a Standard Assessment Form is requested. 	\$82.94	\$84.85	\$86.80

**SCHEDULE B
WORKSAFEBC UNIQUE FEE FOR SERVICE ITEMS: FORM FEES, PHYSICIAN SERVICES FEES, AND
EXPEDITED CONSULTATION FEES BY SPECIALISTS AND PHYSICIANS WITH AREAS OF
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Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
		<ul style="list-style-type: none"> Payable when the Standard Assessment Form is completed and received by WorkSafeBC and/or the surgeon (if applicable) within 15 business days of the request where the date of the request is considered day 0. 			
19910	Standardized Assessment Form - after 15 business days	<ul style="list-style-type: none"> To be completed by a Physician only when requested by WorkSafeBC or a surgeon. Service is to be provided for specific assessments upon request, for example for the completion of the Pre-operative Assessment Form (83M1) and the Opioid Extension Form (68D80). Standard Assessment Fee includes physical examination and completion of the report form. The Physician shall not complete a Form 11 for the examination when a Standard Assessment Form is requested Payable when the Standard Assessment Form is completed and received by WorkSafeBC and/or the surgeon (if applicable) after 15 business days of the request where the date of the request is considered day 0. 	\$77.42	\$79.20	\$81.02

SCHEDULE B
WORKSAFEBC UNIQUE FEE FOR SERVICE ITEMS: FORM FEES, PHYSICIAN SERVICES FEES, AND EXPEDITED CONSULTATION FEES BY SPECIALISTS AND PHYSICIANS WITH AREAS OF EXPERTISE

ADDITIONAL PROVISIONS TO FORM FEES:

1. Eligibility for Form 8 Fee (See Schedule A section 6.1.3): WorkSafeBC will reimburse the Physician for a Form 8 First Report of Injury and an office visit for the first visit where the Physician suspects the Injured 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. Note: 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 (See Agreement section 7.7).
2. Expedited Consultations Not Eligible (See Schedule A section 6.1.4: A Specialist billing for an Expedited consultation must not bill for a Form 8 First Report of Injury.
3. Electronic and Fax Submission Only (See section 7.6): WorkSafeBC will only compensate Physicians for invoices and forms for Form 8 First Report of Injury and Form 11 Progress Report submitted Electronically (through MSP Teleplan) or by fax transmission. WorkSafeBC will not compensate Physicians that submit invoices or forms for Form 8 First Report of Injury and Form 11 Progress Report by mail.
4. Form 8 and Regular Physician (See Schedule A section 5.1): Payment for a Form 8 First Report of Injury will only be made (a) for the first Form 8 received by WorkSafeBC submitted by any Physician and (b) If a second Form 8 is subsequently submitted Electronically by the Injured Worker's regular Physician and it is received by WorkSafeBC within 10 business days from the date on which the first Form 8 was received by WorkSafeBC.
5. One Form 8 (See Schedule A section 5.3): A Physician may only submit one Form 8 per claim and any subsequent Form 8 First Report of Injury will be paid at a Form 11 Progress Report rate, unless submitted by the Injured Worker's regular Physician, in which case point 4 above applies.
6. Form 11 Requirements (See Schedule A section 6.1.7) : A Form 11 Progress Report must only be submitted for a change of medical condition or as an accompaniment to fee codes 19509, 19510, 19511 and 19950. A Form 11 Progress Report where there is no change in the Injured Worker's medical condition, treatment plan, or return to work status is not payable unless an interval of at least four weeks has passed since the Physician last invoiced for a Form 11 Progress Report.
7. Missing Information (See Schedule A section 5.4): Any submitted Form 8 First Report of Injury and/or Form 11 Progress Report that is missing mandatory field(s) or is illegible will be rejected without any cost to WorkSafeBC.
8. Follow Up Visits (See Schedule A section 6.1.8): Follow-up examination visits will be paid regardless of whether a Form 11 has been submitted.

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WORKSAFEBC UNIQUE FEE FOR SERVICE ITEMS: FORM FEES, PHYSICIAN SERVICES FEES, AND EXPEDITED CONSULTATION FEES BY SPECIALISTS AND PHYSICIANS WITH AREAS OF EXPERTISE

2.0 PHYSICIAN SERVICES FEES

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
19904	Copy of existing report requested by WorkSafeBC	<ul style="list-style-type: none"> • Payable when WorkSafeBC requests a copy of an existing report, received within 3 business days of request. • Where a Physician is required to review a chart or a report for the purpose of severing and separating confidential information not related to the claim, the Physician must bill fee code 19953. 	\$44.23	\$45.25	\$46.29
19953	Copy of chart notes requested by WorkSafeBC that requires Physician to review notes for the purpose of isolating specific information	<ul style="list-style-type: none"> • Payable when WorkSafeBC requests a copy of chart notes and where complying with that request requires the Physician to review the chart or report prior to the submission of the copy for the purpose of: <ul style="list-style-type: none"> ○ severing identified personal information not relevant to the claim prior to submission of copy; or ○ identifying previous injury or illness relevant to the current claim; or ○ identifying an area of injury in question from prior records and separating that information from other clinical information. • Must be received by fax within 10 business days of request. • Fee code 19953 includes all courier charges. • Fee code 19904 cannot be billed in addition to 19953. 	\$132.72	\$135.77	\$138.90

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Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
19907	Written Summary Or Reasoned Medical Opinion Requested By WorkSafeBC	<ul style="list-style-type: none"> • Payable when a written summary or reasoned medical opinion is requested by WorkSafeBC. • This is to pay for the generation of a new report and not to pay for a copy of an existing report. 	\$282.04	\$288.53	\$295.16
19908	Non-Expedited Specialist Consultation Report – Initial Or Repeat	<ul style="list-style-type: none"> • 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 10 business days of the date of service or the date of the request, where the date of service is the date of the assessment and is considered day 0 and the date of request by WorkSafeBC is day 0. 	\$35.00	\$35.81	\$36.63
19930	Telephone or Office Consultation	<ul style="list-style-type: none"> • Payable for any telephone or office consultation between the treating Physician and: <ul style="list-style-type: none"> ○ A WorkSafeBC Medical Advisor. It is expected that such a call or consultation takes place within 24 hours if initiated by the Medical Advisor; or ○ A Board Officer or designate; or ○ A WorkSafeBC-sponsored treatment program Physician or other program staff, a community Physician and/or a community allied health provider. Community allied health care providers are providers involved in 	\$78.53 /15 minutes	\$80.34 /15 minutes	\$82.18 / 15 minutes

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WORKSAFEBC UNIQUE FEE FOR SERVICE ITEMS: FORM FEES, PHYSICIAN SERVICES FEES, AND
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Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
		<p>the care of an Injured Worker, such as a physiotherapist, occupational therapist, or psychologist.</p> <ul style="list-style-type: none"> • Can be billed for multidisciplinary team conferences. • Billed in 15 minute increments up to a maximum of 45 minutes, or 3 units, per day per claim. • Cannot be invoiced for administrative inquiries. 			
00129	Emergency Call-Out	<ul style="list-style-type: none"> • Payable for an emergency call-out when a Physician (General Practice or Specialist) has to immediately leave the Physician's home or office (outside of hospital) to attend an Injured Worker. • This fee is billed over and above MSP Medical Services fees. • This fee cannot be billed with MSP fee codes: 01200, 01201, 01202, 01205, 01206, 01207, 01210, 01211, 01212, 01215, 01216, 01217 	\$74.31	\$76.02	\$77.77
19942	WorkSafeBC Job-Site Meeting	<ul style="list-style-type: none"> • Payable when a Physician attends a job-site meeting. • Flat fee that includes travel time and all other costs associated with a job-site meeting/visit. 	\$326.27	\$333.77	\$341.45
19922	Cost Of Materials	<ul style="list-style-type: none"> • Applies for materials used in conjunction with sterile tray fees. • Bill the actual cost of materials. 	Actual cost	Actual cost	Actual cost

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Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
19929	Prolonged or Complex Case Review and Report Requested By WorkSafeBC	<ul style="list-style-type: none"> • Payable at the request of WorkSafeBC for a Physician to review the file(s), examine the Injured Worker, and develop a report on an Injured Worker whose recovery is prolonged or complex. • Unless it is not practical, such cases should be referred to WorkSafeBC Medical and Return to Work Planning (MARP) program for appropriate review, assessment and case planning. • In situations where WorkSafeBC requires information about an Injured Worker who is not under active treatment but who continues to have an injury claim, WorkSafeBC may request a Physician who had treated the Injured Worker to review the file(s) and develop a report describing the details of the injury, diagnosis, and treatment. • Report must be received within 20 business days of service. • Submissions received after 20 business days will not be paid. 	\$177.94	\$182.03	\$186.22
19931	Consultation after Surgery	<ul style="list-style-type: none"> • Payable to an office visit and a consultation report (for Surgeons) or a Form 11 (for general practice Physicians who are exclusively responsible for follow up post-operative care) within 42 calendar days following the surgery to: 	\$92.95	\$95.09	\$97.27

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Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
		<ul style="list-style-type: none"> ○ assess an Injured Worker’s potential to return to work; or ○ refer an Injured Worker to an appropriate treatment program; or ○ if neither of the foregoing are appropriate, to recommend a treatment plan with an estimate of recovery and return to work. • Report (consultation or Form 11) must be received within 5 business days of service. 			
19950	Return to Work Consultation	<ul style="list-style-type: none"> • Can be initiated by Board Officer or delegate, WorkSafeBC Medical Advisor, employer or by treating Physician to facilitate a safe, early return to work. • Must include consultation by Physician with the employer and follow up to discuss return to work with the Injured Worker. • One further consultation cycle may be billed if initial attempt at return to work is unsuccessful. • Fee code 19950 includes the office visit and phone calls related to the return to work planning in order to complete the return to work plan. • A Form 11 is billable in addition to fee code 19950 if the return to work consultation is completed on the same day as the office visit. 	\$313.18	\$320.38	\$327.75

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Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
19976	Return to Work planning request	<ul style="list-style-type: none"> Payable on request by a Board Officer or designated rehabilitation provider to endorse a 1 page return to work planning request form. 	\$45.70	\$46.75	\$47.83
19558	Activities and Limitation Form	<ul style="list-style-type: none"> Payable when the Activities and Limitation Form is completed by a WorkSafeBC Board Officer or Medical Advisor over the phone with the treating Physician and the treating Physician receives a copy to validate or completed directly by the treating Physician. Billable in addition to an office visit with the Injured Worker if the visit is required in order to complete the Activities and Limitation Form. Billable in addition to fee code 19930 if completed over the phone. 	N/A	\$130.00	\$133.00
19509	Complex Spinal Cord Injury - initial visit or yearly assessment	<ul style="list-style-type: none"> Payable only for an Injured Worker with a spinal cord injury. Visit to include a complete physical exam and updated care plan documented and presented on a Form 11. Only payable once per Injured Worker per year to noted regular Physician. Form 11 is payable in addition to fee code 19509. 	\$162.64	\$166.38	\$170.21

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Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
19510	Complex Spinal Cord Injury office visit	<ul style="list-style-type: none"> • Payable only for an Injured Worker with a spinal cord injury. • Cannot be billed in addition to a yearly assessment fee (fee code 19509) on the same day. • Form 11 is payable in addition to fee code 19510 if there are changes in the Injured Worker's condition. 	\$108.43	\$110.92	\$113.48
19511	Complex Spinal Cord injury home visit	<ul style="list-style-type: none"> • Payable only for a home visit with an Injured Worker with a spinal cord injury. • Physician must also complete and bill for a Form 11. • Cannot be billed with office visit fee code 19510. 	\$216.86	\$221.85	\$226.95
19556	Image-guided diagnostic and therapeutic injection	<ul style="list-style-type: none"> • Payable only for an injection that requires imaging guidance (e.g. CT, fluoro, ultrasound) regardless of the location where the injection is performed. • Billable if the procedure is performed at a hospital, WorkSafeBC-contracted private surgical facility or in the Physician's office. 	\$240.47	\$246.00	\$251.66

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Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
19557	Usage of Physician's own imaging equipment for image-guided diagnostic and therapeutic injection.	<ul style="list-style-type: none"> • Payable for the usage of Physician's own imaging equipment in addition to fee code 19556 when an injection requires imaging guidance (e.g. CT, fluoro, ultrasound). • Cannot be billed if the procedure is performed at a hospital or a WorkSafeBC-contracted private surgical facility. 	\$140.82	\$144.06	\$147.37
19932	Medical-Legal Report – All Physicians	<ul style="list-style-type: none"> • Payable only with prior approval by a Board Officer, Review Officer or WCAT Vice Chair. • Medical Legal Report fee code 19932 is applicable to all Physicians. • Report must recite symptoms, history and records and give diagnosis, treatment, results and present condition, and be a factual summary of all information about when the Injured Worker will be able to return to work and may include whether there will be a permanent disability. • Fee code includes examination, review of records, and other processes leading to completion of the written report. 	\$1,117.00	\$1,142.69	\$1,168.97

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Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
19933	Medical-Legal Opinion - Specialists	<ul style="list-style-type: none"> • Payable only with prior approval by a Board Officer, Review Officer or WCAT Vice Chair. • Medical-Legal Opinion fee code 19933 is applicable only to Specialists with relevant qualifications, or other Physicians with recognized expert knowledge. • Medical-Legal 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, the long-term consequences and possible complications in the further development of the condition or other matter. There will be the extensive exercise of expert knowledge and judgment with respect to the known facts set out in the opinion with a detailed prognosis. • Fee code includes examination, review of records, and other processes leading to completion of the written opinion. 	\$1,869.00	\$1,911.99	\$1,955.96

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WORKSAFEBC UNIQUE FEE FOR SERVICE ITEMS: FORM FEES, PHYSICIAN SERVICES FEES, AND
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3.0 EXPEDITED CONSULTATION FEES BY SPECIALISTS AND PHYSICIANS WITH AREAS OF EXPERTISE

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
19911	Initial Expedited Comprehensive Consultation - Specialists. (except Anesthesiologists)	<ul style="list-style-type: none"> • Payable for an initial Expedited Comprehensive Consultation from Specialists • Report must be received within 15 business days of the referral. • Includes a physical examination and a written report. 	\$376.11	\$384.76	\$393.61
19912	Repeat Expedited Comprehensive Consultation - Specialists (except Anesthesiologists)	<ul style="list-style-type: none"> • Payable for one (1) repeat Expedited Comprehensive Consultation when the repeat consultation takes place within twelve (12) weeks of the initial Expedited Comprehensive Consultation for which fee code 19911 was billed • Includes a physical examination and a written report. • Report must be received within 5 business days of the consultation. 	\$182.90	\$187.11	\$191.41
19934	Initial Expedited Comprehensive Consultation - Anesthesiologist	<ul style="list-style-type: none"> • Payable for an initial Expedited Comprehensive Consultation from an Anesthesiologist for diagnostic opinion and/or therapeutic management • Report must be received within 15 business days of the referral. • Includes 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. 	\$376.11	\$384.76	\$393.61

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WORKSAFEBC UNIQUE FEE FOR SERVICE ITEMS: FORM FEES, PHYSICIAN SERVICES FEES, AND
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Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
19935	Repeat Expedited Comprehensive Consultation – Anesthesiologist	<ul style="list-style-type: none"> • Payable for one (1) repeat Expedited Comprehensive Consultation from an Anesthesiologist when the repeat consultation takes place within twelve (12) weeks of the Initial Expedited Comprehensive Consultation for which fee code 19934 was billed • Includes a physical examination and a written report • Report must be received within 5 business days of the consultation 	\$182.90	\$187.11	\$191.41
19945	Initial Expedited Comprehensive Consultation - Physician With Areas of Expertise	<ul style="list-style-type: none"> • Payable for an Initial Expedited Comprehensive Consultation by a Physician with Areas of Expertise • Report must be received within 15 business days of the referral • Includes a physical examination and a written report 	\$302.67	\$309.63	\$316.75
19946	Repeat Expedited Comprehensive Consultation - Physician With Areas of Expertise after fee code 19945.	<ul style="list-style-type: none"> • Payable for one (1) Repeat Expedited Comprehensive Consultation by Physician with Areas of Expertise when the repeat consultation takes place within twelve (12) weeks of the Initial Expedited Comprehensive Consultation for which fee code 19945 was billed. • Includes a physical examination and a written report • Report must be received within 5 business days of the consultation 	\$147.34	\$150.73	\$154.20

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Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
19936	Expedited Consultation Cancellation Fee	<ul style="list-style-type: none"> May be invoiced if an Expedited Consultation is cancelled by the Injured Worker within 24 hours of the assessment, or in the case that the Injured Worker does not arrive for the consultation with no forewarning (i.e. a 'no-show'). 	\$80.30	\$82.15	\$84.04

ADDITIONAL PROVISIONS TO EXPEDITED SPECIALIST CONSULTATIONS

1. Return to Work Exception (See Schedule A section 7.2.1.4): Despite the timelines for reports set out in the table above, where following a consultation the Physician concludes the Injured Worker is fit to return to work, the report must be received within 3 business days of the consultation.
2. Initial Expedited Comprehensive Consultation (See Schedule A section 7.3): A Physician is entitled to the Initial Expedited Comprehensive Consultation fee as applicable for the first consultation on each claim and a subsequent Initial Expedited Comprehensive Consultation as applicable only when both of the following conditions occur:
 - (a) more than six months lapsed since the Physician last saw the Injured Worker; and
 - (b) the consultation is as a result of a new referral in accordance with Schedule A.
3. Emergency (See Schedule A section 7.3.2): A Physician is entitled to the Initial Expedited Comprehensive Consultation fee as applicable where the consultation occurs as a result of an emergency (e.g. trauma).

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 section 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; and
 - 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, survivability, severability, entire agreement, corporate ethics statement and a confidentiality agreement, privacy protection schedule.

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

- 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 sections 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 D – Fee Schedule for Sessional and Expedited Services 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 procedure rates will be available to all interested community Physicians/surgeons. Non-VSC individuals will not be required to enter into an agreement with WorkSafeBC. 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.

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

3.2 Expedited Consultation Service Fees

- 3.2.1 Refer to Schedule D – Fee Schedule for Sessional and Expedited Services, section 1.0, for the Expedited consultation sessional rate for VSC.
- 3.2.2 Refer to Schedule B – Fee Schedule for WorkSafeBC Unique Fee for Service Items, 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 Sessional and Expedited Services, section 2.0 for the Expedited surgical procedure rate.
- 3.3.2 All Expedited surgical procedures, with the exception of Extensive Spine Surgery, and qualifying out of office hours emergency surgery shall be billed and compensated in accordance with Schedule D section 2.0 using the Expedited Surgical Premium rate.

3.3.2.1 Expedited Surgical Procedures:

Physicians who perform Expedited surgeries for WorkSafeBC shall be entitled to a unique fee of an Expedited Surgical Premium in addition to the applicable MSP surgical procedure fee(s). The Expedited Surgical Premium will be automatically applied to payments for surgeries that meet the Expedited timelines as described below in section 3.3.3. With this 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 Expedited Surgical Premium is as follows:

- Effective April 1, 2019: 199.63%
- Effective April 1, 2020: 204.22%
- Effective April 1, 2021: 208.91%

- 3.3.3 All surgical procedures that are performed on WorkSafeBC Injured Workers 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 surgery. WorkSafeBC will provide written authorization confirming its approval of the surgery via the Form 83D6.
- A surgery is considered Expedited if performed within forty (40) business days from the date on which the physician receives written authorization for surgery from WorkSafeBC Board Officer. The Expedited Surgical Premium will be applied automatically provided that the physician bills fee code 19326 (zero dollars) when the surgeon receives the written approval and records the authorization date as the date of service of fee code 19326 while electronically billing it to WorkSafeBC prior to surgery. If the physician does not bill fee code 19326, the Expedited Surgical Premium will only be

<p style="text-align: center;">SCHEDULE C SERVICES PROVIDED TO WORKSAFEBC ON A SESSIONAL AND EXPEDITED BASIS</p>
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applied automatically if the 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 surgeon will submit the prescribed Authorization for Surgery Form (Form 83D6 – Authorization Request for Surgery) within five (5) business days following the emergency (trauma) surgery to the Board Officer along with the comprehensive consultation report. Physicians should also bill fee code 19326 using the surgery date as the date of service. Upon receipt of the comprehensive consultation report, the Expedited surgical procedure rates 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 section 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 Injured Worker will be considered for Expedited surgical procedure rates 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 surgical procedure rates 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 Injured Worker details, volume and proposed procedures, and timeline to completion;
 - A Surgical Authorization form is directed to the Board Officer for entitlement approval; and
 - 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 until surgery. Refer to section 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.

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

- 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 hours 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 Sessional and Expedited Services, section 3.0 for the procedural anaesthesiology rate. These fees shall be billed through Teleplan, except for Extensive Spine Surgery anaesthesia.
- 3.4.2 All Expedited anaesthesiology 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 the following fee codes per surgery performed:
 - a) The appropriate MSP anaesthesiology surgical fee code;
 - b) A time based fee code as described in Fee Schedule D, section 3.0;
 - c) Where applicable, the fee code 01169 and the fee code for the Out-of-Office Hours Surcharge as described in Fee Schedule D, section 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 section 3.3.3 of Schedule C. Otherwise, the anaesthesiology Services must be billed at the MSP anaesthesiology 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.
- 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 to post anesthetic recovery (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 anaesthesia.
- 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 Anaesthesiologist's fee covers all Services rendered by the Anaesthesiologist during the procedure.

SCHEDULE C
SERVICES PROVIDED TO WORKSAFEBC ON A SESSIONAL AND
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3.4.9 Except for life or limb threatening circumstances, an Anaesthesiologist may not bill for two (2) Injured Workers 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 Sessional and Expedited Services, section 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 Surgical assists are to be billed electronically through Teleplan, except for Extensive Spine Surgery Surgical assists, and at the rates outlined in Schedule D section 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 Hours Surcharge as described in Fee Schedule D, section 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)

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 Spine Surgery 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 in section 3.3.3 of Schedule C are waived for these Services.

3.6.4 Refer to Schedule D – Fee Schedule for Expedited Services, section 2.0, for the Expedited Extensive Spine Surgery rates.

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

1.0 EXPEDITED SESSIONAL SERVICES

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
1150464	Initial Expedited Consultation Service Fees / Sessional Rate (VSC ONLY)	Bill as per contract	\$2,265.07	\$ 2,310.37	\$2,356.58
1150465	Repeat Expedited Consultation Service Fees / Sessional Rate (VSC ONLY)	Bill as per contract	\$2,265.07	\$ 2,310.37	\$2,356.58
19519	Expedited Sessional Interventional Pain management Services under Personal Services Agreement.	Bill as per contract	\$1,734.19	\$1,768.88	\$1,804.26

SCHEDULE D
FEE SCHEDULE FOR SESSIONAL AND EXPEDITED SERVICES

2.0 EXPEDITED SURGICAL PROCEDURE RATES AND OUT OF OFFICE HOURS SURCHARGE.

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Expedited Surgical Premium Effective April 1, 2019	Expedited Surgical Premium Effective April 1, 2020	Expedited Surgical Premium Effective April 1, 2021
MSP Fee Code	For Expedited surgical procedures excluding Extensive Spine Surgery, invoice MSP fee codes applicable to the procedure. If the surgery meets the requirements for Expedited surgical procedure rates as set out in Schedule C section 3.3.3, HIBC will apply the applicable Expedited Surgical Premium in addition to the paid MSP surgery procedure fees.	Bill through Teleplan	199.63%	204.22%	208.91%
19516	Expedited Extensive Spine Surgery – Sessional fee (no MSP fee code applicable).	Bill by fax to WorkSafeBC	\$4,157.43	\$4,240.58	\$4,325.39
19320	Out of Office Hours Surcharge, Operative Evening (commencing on or after 6pm up to 11pm). Applicable to emergency surgery or to elective surgery that is rescheduled due to intervening emergency surgery in an Operative Evening.	Bill through Teleplan	The greater of \$65.00 or 17.50% of the paid MSP surgery procedure fees	The greater of \$66.50 or 17.50% of the paid MSP surgery procedure fees	The greater of \$68.02 or 17.50% of the paid MSP surgery procedure fees

SCHEDULE D
FEE SCHEDULE FOR SESSIONAL AND EXPEDITED SERVICES

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Expedited Surgical Premium Effective April 1, 2019	Expedited Surgical Premium Effective April 1, 2020	Expedited Surgical Premium Effective April 1, 2021
19321	Out of Office Hours Surcharge, Operative Night (commencing on or after 11pm to 8am). Applicable to emergency surgery or to elective surgery that is rescheduled due to intervening emergency surgery in an Operative Night.	Bill through Teleplan	The greater of \$105.00 or 28.00% of the paid MSP surgery procedure fees	The greater of \$107.42 or 28.00% of the paid MSP surgery procedure fees	The greater of \$109.89 or 28.00% of the paid MSP surgery procedure fees
19322	Out of Office Hours Surcharge, Operative Sat/Sun/Holidays (8am to 11pm). Applicable to emergency surgery or to elective surgery that is rescheduled due to intervening emergency surgery on Operative Sat/Sun/Holidays.	Bill through Teleplan	The greater of \$65.00 or 17.50% of the paid MSP surgery procedure fees	The greater of \$66.50 or 17.50% of the paid MSP surgery procedure fees	The greater of \$68.02 or 17.50% of the paid MSP surgery procedure fees

SCHEDULE D FEE SCHEDULE FOR SESSIONAL AND EXPEDITED SERVICES

ADDITIONAL PROVISIONS

1. Invoice MSP fee codes applicable to the surgical procedure, and where applicable, fee codes 19320, 19321 or 19322 for an out of office hours surcharge. If an out of office hours 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 hours 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).
2. 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.
3. Where applicable, fee codes 19320, 19321 or 19322 may be billed even if the surgery does not meet the requirements for Expedited surgical procedure rates as set out in Schedule C section 3.3.3.
4. Where a surgery meets the requirements for an out of office hours surcharge and for Expedited surgical procedure rates in accordance with Schedule C section 3.3.3, fee codes 19320, 19321 or 19322, as applicable, are eligible for the applicable Expedited Surgical Premium.
5. "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.
6. Where applicable, fee codes 19320, 19321 or 19322 are billable in addition to MSP out of office hours surcharge fee codes 01210, 01211, and 01212.

SCHEDULE D
FEE SCHEDULE FOR SESSIONAL AND EXPEDITED SERVICES

3.0 EXPEDITED ANAESTHESIA RATES FOR EXPEDITED SURGICAL PROCEDURES

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
MSP Fee Code	Expedited Anaesthesia Services: Invoice one (1) appropriate MSP fee code, plus the MSP fee code 01169 where applicable, plus the applicable number of units of block billing time-based fee code 19507.	Bill through Teleplan			
19507	Expedited Anaesthesia Time. One unit equals 15 minutes.	Bill through Teleplan	\$80.82	\$82.68	\$84.58
19518	Expedited Extensive Spine Surgery Anaesthesia – Sessional fee (no MSP fee code applicable)	Bill by fax to WorkSafeBC	\$2,528.29	\$2,578.86	\$2,630.44
19405	Expedited Anaesthesiology, Out of Office Hours Surcharge, Operative Evening (6 to 11 pm) -- applied to 19507	Bill same number of units as is billed for fee code 19507.	32.77%	32.77%	32.77%
19406	Expedited Anaesthesiology, Out of Office Hours Surcharge, Operative Night (11 pm to 8 am) -- applied to 19507	Bill same number of units as is billed for fee code 19507.	52.54%	52.54%	52.54%
19407	Expedited Anaesthesiology, Out of Office Hours Surcharge, Operative Sat/Sun/Holidays -- applied to 19507	Bill same number of units as is billed for fee code 19507.	32.77%	32.77%	32.77%

SCHEDULE D
FEE SCHEDULE FOR SESSIONAL AND EXPEDITED SERVICES

4.0 EXPEDITED SURGICAL ASSIST RATES FOR EXPEDITED SURGICAL PROCEDURES

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
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)	Bill through Teleplan	\$246.14	\$251.80	\$257.59
19546	Expedited Surgical Assist - Level 2 (surgery time 1.51 to 2.0 hours)	Bill through Teleplan	\$355.66	\$363.84	\$372.21
19547	Expedited Surgical Assist - Level 3 (surgery time 2.01 to 2.5 hours)	Bill through Teleplan	\$487.93	\$499.15	\$510.63
19548	Expedited Surgical Assist - Level 4 (surgery time 2.51 to 3.0 hours)	Bill through Teleplan	\$596.37	\$610.09	\$624.12
19549	Expedited Surgical Assist - Level 5 (surgery time 3.01 to 3.5 hours)	Bill through Teleplan	\$710.22	\$726.56	\$743.27
19551	Expedited Surgical Assist - Level 6 (surgery time 3.51 to 5.99 hours)	Bill through Teleplan	\$1,046.35	\$1,070.42	\$1,095.04
19552	Expedited Surgical Assist - Level 7 (surgery time 6.00 hours plus)	Bill through Teleplan	\$1,604.78	\$1,641.69	\$1,679.45

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

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
19517	Expedited Extensive Spine Surgery Surgical Assist – Sessional fee (no MSP fee code applicable)	Bill by fax to WorkSafeBC	\$1,621.38	\$1,653.81	\$1,686.89
19410	Expedited Surgical Assist, Out of Office Hours Surcharge, Operative Evening (6 to 11 pm)	Bill this percentage applied to applicable Level fee code billed.	32.77%	32.77%	32.77%
19411	Expedited Surgical Assist, Out of Office Hours Surcharge, Operative Night (11 pm to 8 am)	Bill this percentage applied to applicable Level fee code billed.	52.54%	52.54%	52.54%
19412	Expedited Surgical Assist, Out of Office Hours Surcharge, Operative Sat/Sun/Holidays	Bill this percentage applied to applicable Level fee code billed.	32.77%	32.77%	32.77%

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

5.0 EXPEDITED PSYCHIATRY SERVICES – PERSONAL SERVICES AGREEMENT

Where WorkSafeBC enters into a Personal Services Agreement with a psychiatrist for Expedited psychiatry services, WorkSafeBC will pay the psychiatrist in accordance with the table below for the categories of Expedited services set out in the table.

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
PSYCHIATRY ASSESSMENT					
19949	Psychiatric Opinion Assessment	<ul style="list-style-type: none"> • Fee includes all services included in psychiatric opinion assessment including: <ul style="list-style-type: none"> ○ Injured Worker interview (medical history, drug/treatment history, psychosocial history, etc.); ○ DSM diagnosis; ○ Treatment recommendations; Management Plan; ○ Report must be received within 10 business days of the assessment. 	\$1,472.00	\$1,505.86	\$1,540.49

SCHEDULE D
FEE SCHEDULE FOR SESSIONAL AND EXPEDITED SERVICES

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
OUTPATIENT PSYCHIATRY TREATMENT					
19430	Outpatient Psychiatry Treatment Per ½ hour	<ul style="list-style-type: none"> • Fee includes all services involved in outpatient psychiatry treatment including: <ul style="list-style-type: none"> ○ Individual, family or group psychotherapy; evaluation interview with family member(s); ○ Actual Injured Worker contact time; ○ Does not include psychiatric treatment or counselling by telephone; ○ Drafting of progress report; ○ Progress report must be submitted for each follow-up visit. 	\$170.20	\$174.11	\$178.12
19431	Outpatient Psychiatry Treatment Per ¾ hour		\$254.24	\$260.09	\$266.07
19432	Outpatient Psychiatry Treatment Per 1 hour		\$340.40	\$348.23	\$356.24
19449	Outpatient Psychiatry Treatment Per 1 ½ hours		\$510.60	\$522.34	\$534.36
19424	Outpatient Psychiatry Evaluation Interview with Family Member(s) Per ½ hour		\$170.20	\$174.11	\$178.12
19425	Outpatient Psychiatry Patient Management Conference Per ¼ hour		\$91.48	\$93.58	\$95.74
19426	In-Patient Individual Treatment Per ½ hour	<ul style="list-style-type: none"> • Fee includes all services included in-inpatient psychiatry treatment including: <ul style="list-style-type: none"> ○ Hospital or institution; ○ Actual Injured Worker contact time; ○ Drafting of progress report. • Progress report must be submitted every 10 business days and within 10 business days following Injured Worker discharge. 	\$170.20	\$174.11	\$178.12
19427	In-Patient Individual Treatment Per ¾ hour		\$255.30	\$261.17	\$267.18
19429	In-Patient Individual Treatment Per 1 hour		\$340.40	\$348.23	\$356.24

SCHEDULE D
FEE SCHEDULE FOR SESSIONAL AND EXPEDITED SERVICES

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
TELEHEALTH PSYCHIATRY TREATMENT					
19310	WorkSafeBC Telehealth Psychiatry Treatment – ½ hour	<ul style="list-style-type: none"> Where direct interactive video link with the Injured Worker. Telehealth office visit to include services such as chemotherapy management and/or psychotherapy. 	\$170.20	\$174.11	\$178.12
19311	WorkSafeBC Telehealth Psychiatry Treatment – ¾ hour		\$254.24	\$260.09	\$266.07
19312	WorkSafeBC Telehealth Psychiatry Treatment – 1 hour		\$340.40	\$348.23	\$356.24
19444	Psychiatry Independent Medical Examination	<ul style="list-style-type: none"> Fee for an independent psychiatric evaluation by a non-treating psychiatrist to address referral questions that may include an opinion on the Injured Worker's medical needs or condition or further treatment. Fee includes all services including: <ul style="list-style-type: none"> o Patient (Injured Worker) interview (medical history, drug/treatment history, psychosocial history, etc.); o DSM diagnosis; o Treatment recommendations; o Results of psychiatric opinion; and o Respond to referral questions. 	\$3,055.00 including timely completion bonus	\$3,125.27 including timely completion bonus	\$3,197.15 including timely completion bonus
			\$2,855.00 where no timely completion bonus	\$2,920.67 where no timely completion bonus	\$2,987.84 where no timely completion bonus

SCHEDULE D
FEE SCHEDULE FOR SESSIONAL AND EXPEDITED SERVICES

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
		<ul style="list-style-type: none"> • Report must be received within ten (10) business days of the assessment to receive timely completion bonus. 			
19445	Complex Psychiatric Opinion	<ul style="list-style-type: none"> • Fee is payable for a psychiatric assessment for the following conditions: <ul style="list-style-type: none"> ○ Complex concurrent or co-morbid psychiatric disorders may include two or more of the following: severe mental health disorder (e.g. bipolar, psychosis, TBI), active substance abuse disorder; ○ Significant pre-existing psychiatric disorders and/or significant co-morbid medical disorders requiring review of extensive psychiatric and medical documents; and ○ Acute risk assessment (suicidal/homicidal). • Fee includes all services including: <ul style="list-style-type: none"> ○ Patient (Injured Worker) interview (medical history, drug/treatment history, psychosocial history, etc.); 	<p style="text-align: center;">\$3,055.00 including timely completion bonus</p> <p style="text-align: center;">\$2,855.00 where no timely completion bonus</p>	<p style="text-align: center;">\$3,125.27 including timely completion bonus</p> <p style="text-align: center;">\$2,920.67 where no timely completion bonus</p>	<p style="text-align: center;">\$3,197.15 including timely completion bonus</p> <p style="text-align: center;">\$2,987.84 where no timely completion bonus</p>

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

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
		<ul style="list-style-type: none"> ○ DSM diagnosis; ○ Treatment recommendations; and ○ Results of psychiatric opinion. • Report must be received within ten (10) business days of the assessment to receive timely completion bonus. 			

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

6.0 MEDICAL ADVISORS

Fee Code	Description	Rules Applicable to Eligibility to Invoice Fee Code and Fee Code Included Items	Effective April 1, 2019	Effective April 1, 2020	Effective April 1, 2021
Not applicable	Medical Advisor, sessional rate	Billing as instructed.	\$572.42 per session	\$583.87 per session	\$595.55 per session
Not applicable	Medical Advisor, sessional rate	Billing as instructed.	\$719.45 per session	\$733.84 per session	\$748.51 per session

SCHEDULE E
DISABILITY MANAGEMENT EDUCATION PROGRAM SUBCOMMITTEE

1. The parties have agreed to establish within 90 calendar days of the Execution of the Agreement a Disability Management Education Program Committee (the “**DMEPC**”) in accordance with section 5.5.6 of the Agreement to explore a disability management education program (the “**Program**”) and to make recommendations to the Liaison Committee as contemplated by section 5.5.7 of the Agreement.
2. The DMEPC will be composed of an equal number of representatives appointed by each of WorkSafeBC and the Doctors of BC, including at least one active Liaison Committee representative from each party. Doctors of BC and WorkSafeBC each will appoint a co-chair from among its representatives.
3. The Liaison Committee will develop terms of reference for the DMEPC which will include the following:
 - (a) Decisions of the DMEPC will be by consensus of all of the representatives on the DMEPC;
 - (b) Any recommendations made by the DMEPC to the Liaison Committee with respect to the Program should meet the goal of providing Physicians with additional skills to:
 - (i) assist Injured Workers in either stay at work or early return to work when medically appropriate, thereby reducing needless work disability duration;
 - (ii) foster and support the adoption of occupational health evidence-informed practices, particularly regarding conditions contributing to higher rates of time loss compensation;
 - (iii) increase Injured Worker, employer, and health care provider satisfaction with the worker compensation system; and
 - (iv) enhance and sustain quality outcomes for Injured Workers;
 - (c) A requirement that the DMEPC seek out relationships with Doctors of BC Sections and Societies who represent the relevant Physician groups to incorporate their expertise in the design of the Program;
 - (d) A requirement for the DMEPC to seek to minimize the administrative burden of any changes on Physicians;
 - (e) A requirement for the DMEPC to consider integrating any new payment and administrative processes with existing Physician EMRs; and
 - (f) A requirement for the DMEPC to report regularly on its progress to the Liaison Committee and implement any direction the Liaison Committee provides to the DMEPC.
4. The parties agree the Liaison Committee will provide the DMEPC with overall guidance and direction on its work, which will include direction to:
 - (a) develop the curriculum and material for a short training program to educate Physicians on the Program goals as set out above that will qualify for Continuing Medical Education (CME) credits;
 - (b) establish metrics for Physicians to demonstrate proficiency in the skills delivered under the Program;
 - (c) recognizing the need to encourage Physicians who attend the Program to put into practice the Program learnings, establish an appropriate compensation incentive for Physicians to participate in the Program;

SCHEDULE E
DISABILITY MANAGEMENT EDUCATION PROGRAM SUBCOMMITTEE

- (d) subject to section 5.8 and section 5.9 of the Agreement, implement at least one pilot to test the Program at an appropriate site in British Columbia and develop criteria to evaluate the success of the pilot;
 - (e) based on the pilot evaluation, recommend changes to the Program to enable it to be offered to all Physicians across the Province; and
 - (f) develop metrics to evaluate the pilot, and if there is a decision to establish an ongoing program, to evaluate the ongoing participation of Physicians in the Program and the achievement of Program objectives.
5. Doctors of BC and WorkSafeBC will each designate a supporting staff member who is responsible for supporting their representatives' participation in the DMEPC, and for driving the agenda forward by following up on discussions and actions items between meetings. Doctors of BC will be responsible for all costs relating to providing a supporting staff member to meet its commitment under this section, and WorkSafeBC will be responsible for all costs relating to providing a supporting staff member to meet its commitment under this section.
6. The parties agree to share with the Liaison Committee all data associated with any evaluation conducted as contemplated in section 4(f) of Schedule E.

SCHEDULE F ADDITIONAL COMMITMENTS

I. ADDITIONAL PAYMENT TO INJURED WORKER'S REGULAR PHYSICIAN

WorkSafeBC recognizes that the full payment for a second Form 8 to an Injured Worker's regular Physician as set out in fee codes 19937 in Schedule B cannot be implemented until part way through the second year of the Agreement, WorkSafeBC will:

- Work with Doctors of BC to estimate the amount of funding saved by the delayed implementation of the full payment for a second Form 8, and;
- Allocate that amount among all Physicians who were paid for at least one Form 8 in 2019 based on the number of Forms 8's paid to each Physician.

II. TIMELINE FOR EXPEDITED SURGERY AND EMR IMPROVEMENTS

The parties are seeking to improve the administration of the timeline and tracking of payment for Expedited surgeries and as a result, the Parties agree to the following:

Timeline for Expedited Surgery

1. Immediately following the execution of the Agreement, WorkSafeBC will work with Health Insurance BC to establish a "Zero Dollar" fee code that will allow Physicians to document in their EMR system the date on which a Physician receives authorization from WorkSafeBC to perform an Expedited surgery.
2. Once the new fee code is available, the parties agree to amend Schedule C section 3.3.3 so that the forty (40) business day timeline for Expedited surgery commences on the day that Physicians receive authorization from WorkSafeBC to perform an Expedited surgery, in accordance with the language set out in section 4 below.
3. WorkSafeBC agrees that these changes will be implemented no later than January 1, 2021.
4. The parties agree to amend Schedule C section 3.3.3 to read as follows (note that other provisions of the Agreement may also need to be amended to reflect the same commitments):
 - 3.3.3 All surgical procedures that are performed on WorkSafeBC Injured Workers 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 surgery. WorkSafeBC will provide written authorization confirming its approval of the surgery via the Form 83D6.
 - A surgery is considered Expedited if performed within forty (40) business days from the date on which the Physician receives written authorization for surgery from WorkSafeBC Board Officer. Expedited Surgical Premium will be applied automatically provided that the Physician bills fee code 19326 (zero dollars) when the surgeon receives the written approval and records the authorization date as the date of service of fee code 19326 while electronically billing it to WorkSafeBC prior to surgery. If the Physician does not bill fee code 19326, Expedited Surgical Premium will only be applied automatically if the surgery is performed within forty (40) business days from the date of the last consultation.

SCHEDULE F ADDITIONAL COMMITMENTS

- 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 surgeon will submit the prescribed Authorization for Surgery Form (Form 83D6 – Authorization Request for Surgery) within five (5) business days following the emergency (trauma) surgery to the Board Officer along with the comprehensive consultation report. Physicians should also bill fee code 19326 using the surgery date as the date of service. Upon receipt of the comprehensive consultation report, the Expedited surgical procedure rates 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.

EMR Improvements for Expedited Surgical Premium

5. WorkSafeBC will work with the principal EMR vendors that support Physicians who bill surgeries to improve the EMR data displayed to permit them to easily verify the billing and payment of Expedited Surgical Premiums.
6. WorkSafeBC commits that, as soon as possible, but no later than March 31, 2022 the EMR software provided by Plexia, Input Health and QHR will be upgraded at no cost to Physicians to provide the following features:
 - (a) A feature for Physicians to produce a report that displays which surgeries may qualify for the Expedited Surgical Premium and the payment status of those surgeries including which surgeries are Expedited, and whether those surgeries were billed and paid for by WorkSafeBC.
 - (b) A feature that determines whether the Expedited Surgical Premium was paid for a surgery and the percentage of premiums applied to the total MSP fees for that surgery. The EMR shall alert the Physician, on a user-determined schedule, if a surgery has not been paid.
7. WorkSafeBC will seek a commercially reasonable agreement with EMR vendors (named in section 6 above) with respect to the costs of the implementation of the EMR improvements. If it cannot do so, WorkSafeBC will advise Doctors of BC no later than January 1, 2021. If this is the case, Doctors of BC may consult its members and, based on the results of the consultation, may formally request that WorkSafeBC revert to time-based codes for Expedited surgery as set out in the 2014 Physicians Services Memorandum of Agreement with those fees in effect on April 1, 2015 increased by 12.1%. If Doctors of BC makes such a formal request, WorkSafeBC commits to implementing them no later than January 1, 2022.

SCHEDULE F

ADDITIONAL COMMITMENTS

III. PROCESS IMPROVEMENTS

The Doctors of BC and WorkSafeBC recognize a number of issues that would increase the ease and efficiency of the delivery of Physician Services to Injured Workers.

The parties recognize that some of the items are dependent on third party assistance and co-operation in whole or in part, and may involve significant costs/resources, and as a result, the contemplated actions or resolutions may not be achievable. The parties also recognize that the ability to proceed with any particular items, and the speed at which it can be accomplished, is subject to resourcing, financial and business capacities.

Billing

1. WorkSafeBC will assess the technical feasibility of giving MSP within WorkSafeBC's systems, including the Claims Management System (CMS), the right to issue credits on WorkSafeBC's behalf. If MSP were to have this functionality, it will allow MSP to adjudicate multiple procedure surgeries completed for Injured Workers in the same way as they do for MSP patients, providing consistency and clarity for surgeons on their payment. WorkSafeBC will work with MSP/HIBC to implement this functionality if it is technically feasible and a commercially reasonable agreement can be reached with MSP/HIBC with respect to the costs of implementation.
2. WorkSafeBC will work with MSP/HIBC to undertake analysis to determine whether it is technically feasible in the MSP/HIBC systems re-direct a WorkSafeBC-rejected invoice line to MSP for adjudication/payment from the public health system (e.g. processing credits), and whether any potential technical solution would be feasible for WorkSafeBC's systems, including CMS, and its technical environment.

Reports, Forms, and Letters

3. WorkSafeBC will develop a coversheet for consult reports that clearly depicts the title and date of service. Format will include fax sheet with form ID and an option for Physicians to use a coversheet template that can be added to their EMRs.
4. WorkSafeBC will implement a change request for MSP/HIBC to remove three fields (area of injury, nature of injury and anatomical position) from all Physician invoicing with the exception of invoicing for Form 8 and 11.
5. WorkSafeBC will revise the letter sent to Physicians regarding suspended claims to increase clarity on the reasons for suspension and if any Physician next steps.
6. Subject to technical feasibility, cost and WorkSafeBC internal business capacity, WorkSafeBC will undertake a review and redesign of the Form 8 Initial Report and Form 11 Progress Report (including electronic forms and data elements) with the intention of simplifying the forms and information required from Physicians to streamline administration, subject to the provisions of the WCA, Board of Director policies issued under the WCA, and any other legislation applicable to WorkSafeBC.

WorkSafeBC will consult with the Liaison Committee to seek Physician input on the review and redesign of the forms.

WorkSafeBC commits to cover the cost of any EMR changes that may be required as a result of the implementation of the redesigned forms.

SCHEDULE F ADDITIONAL COMMITMENTS
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WorkSafeBC Internal Education

7. WorkSafeBC will provide education to internal staff related to processing Physician invoices aimed at improving payment support for Medical Office Assistants (MOAs) and Physicians. WorkSafeBC will work with the Liaison Committee to seek input on training from MOAs.

Physician Education

8. WorkSafeBC will work with the Liaison Committee to create opportunities to improve education to Physicians and MOAs on forms, fees and processes to deliver care to Injured Workers.
9. WorkSafeBC will work with the Liaison Committee to develop a targeted multipronged education approach to address common billing issues. Specific targeted areas identified to be address include but are not limited to common payment issues related to Form 8 and use of W code to bypass 90 day MSP rule.

Consultation on Referral Process

10. WorkSafeBC will work with the Liaison Committee to review the referral process from general practitioners to specialists in the community with the objective of improving timeliness and access for Injured Workers, and streamlining the referral process to specialist Physicians.

The parties will provide updates as and when available on the progress of the above items through the Liaison Committee.