

## WCB-AMA Physician Services Compensation Agreement

BETWEEN:

**THE WORKERS' COMPENSATION BOARD**

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

- and -

**THE ALBERTA MEDICAL ASSOCIATION (CMA ALBERTA DIVISION)**

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

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

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

IT IS HEREBY AGREED:

**1.00 Jurisdiction of the WCB and the AMA**

- 1.01 Nothing in this agreement shall be construed so as to limit or restrict the authority or jurisdiction of the WCB under the Act. In the event of any conflict between the terms of this Agreement and the Act, the provisions of the Act shall apply.
- 1.02 The WCB recognizes the AMA as the sole representative of the interests of Physicians performing Services for or on behalf of Workers in Alberta pursuant to this Agreement with the exception of the members of the Alberta Orthopaedic Society who are party to the Orthopaedic Agreement.
- 1.03 The WCB further acknowledges that the AMA's agreement with the terms and conditions herein is subject to ratification by the Physicians of Alberta in accordance with the Constitution and Bylaws of the AMA.

## 2.0 Definitions

“Accident” shall have the meaning ascribed in s. 1(1)(a) of the Act;

“Act” means the *Workers Compensation Act*, c. W-15, R.S.A. 2000 and amendments thereto;

“AMA” means Alberta Medical Association (CMA Alberta Division);

“AMA Agreement” means the agreement between the AMA and Her Majesty the Queen in Right of Alberta, as represented by the Minister of Health (Alberta Health) made effective April 1, 2011;

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

“Business Day” means Monday through Friday from 12:00:00 a.m. to 11:59:59 p.m. Mountain Time (MT) each day, excluding the Employment Standards Code of Alberta designated holidays (New Year’s Day, Alberta Family Day, Good Friday, Victoria Monday, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, and Christmas Day) as well as the August 1<sup>st</sup> Civic Holiday and Boxing Day;

“Claim Owner” means the WCB Case Manager or the WCB Claims Adjudicator;

“COLA” means Cost of Living Allowance as defined in the AMA Agreement.

“College” means the College of Physicians and Surgeons for the Province of Alberta;

“Effective Date” shall be the 1<sup>st</sup> day of October, 2014;

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

- a) the WCB’s internet based reporting system currently known as the “Electronic Injury Reporting” system, as modified from time to time;
- b) a vendor accredited by WCB to provide reporting to the WCB in a format required by the WCB; or
- c) such other system as may be approved by the WCB from time to time;

“Emergent Care” means Services provided in respect of medical conditions that warrant immediate medical attention such that any delay in treatment is likely to result in the recipient’s death or permanent impairment (i.e. life or limb threatening);

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

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

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

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

"Frequent Procedure Codes" or "FP Codes" means those procedures identified in Appendix A that are paid with an 85% premium on top of the related SOMB health services code when performed in a WCB contracted VSC.

"Health Care Consultant" means an employee of the WCB employed in the Health Care Services Department.

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

"Medical Aid" has the meaning ascribed in s. 1(1)(p) of the Act and, for the purposes of this agreement, includes visits, procedures, consultations and associated services provided by Physicians to Workers in accordance with and as defined in the Alberta Health Schedule of Medical Benefits or as otherwise approved by the WCB.;

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

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

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

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

“Orthopaedic Agreement” means a Memorandum of Agreement between one or more Orthopaedic Surgeons and the WCB relating to the assessment and treatment of Workers, and reporting by Orthopaedic Surgeons at the request of the WCB, dated effective the 28<sup>th</sup> day of November, 2013;

“Physician” means any individual who provides medical services as defined by the College, for the purposes of contracting, includes Professional Corporations;

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

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

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

- a) General Practitioners who have indicated to the College that their clinical practice encompasses areas other than general practice, or
- b) non-Specialists with defined licenses of practice in a specified specialty

who have been pre-authorized by the WCB to bill Specialist rates. For the sake of greater clarity, Physicians may qualify for payments at Specialist rates if one of the following two criteria applies:

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

- They are a non-specialist who has been granted institutional privileges, either by the hospital or health authority, based on a recommendation by the College Advisory Committee on Privileges.
- In the case of emergency medicine, physicians must certify that 80% or greater of their clinical time is spent practicing emergency medicine in an emergency department (ED) that has 24 hour on site emergency physician ED coverage and/or practicing urgent care medicine in a Urgent Care Center (UCC) facility that has on site physician coverage for the hours of operation.

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

“Urgent care” means medical conditions that warrant medical attention and intervention within 24 hours, failing which the prospect of full recovery would reasonably be compromised;

“Visiting Specialist Clinic” or “VSC” means the provision of expedited NSCs, surgical consults and surgeries by WCB approved surgical specialists at facilities:

- a) that are specifically designated by the WCB for the provision of VSCs;
- b) where the WCB has secured appropriate space for specific periods of time; and
- c) where the WCB schedules such consultations and surgeries with Workers and Physicians;

“WCB” means The Workers’ Compensation Board;

“Worker(s)” means an individual who the WCB determined has sustained an Accident and is entitled to Medical Aid, and has the meaning ascribed in s. 1(1)(z) of the Act.

### **3.0 E-Reporting and Commerce**

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

3.02 All Physicians must utilize Electronic Reporting failing which:

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

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

c) the WCB shall remain obligated to pay for Medical Aid provided.

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

3.04 The WCB and AMA agree to use reasonable efforts to investigate the creation of a direct dictation system for Physicians to assist them in report completion.

#### **4.0 Reporting, Fees and Expedited Services**

4.01 Physicians shall submit reports in accordance with Schedule "A" and as required by Electronic Reporting.

4.02 Physicians shall bill the WCB for Medical Aid in accordance with Schedule "B" and Appendix "A" to this Agreement.

4.03 The provision of Expedited Services shall be in accordance with Schedule "C" to this Agreement.

4.04 The parties agree to use reasonable efforts to reach a solution to the issue of providing information to the Worker at the time of examination and refer the issue to the AMA/WCB Advisory Committee for further consideration.

4.05 If the issue referred to in Article 4.04 is not resolved within 6 months of the date of final endorsement of this Agreement, it may be referred to the CEO, WCB and the Executive Director, AMA (or their delegate(s)) for final resolution as outlined in Article 9 of this Agreement.

#### **5.0 Recoveries**

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

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

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

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

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

5.05 In the unusual circumstance where AH or a Third Party denies payment, the WCB will reimburse the Physician for monies recovered upon submission of proof of the request for payment and the denial.

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

## **6.0 Audit and Assessment**

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

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

## **7.0 Term and Termination**

7.01 The term of this Agreement shall commence on the Effective Date and terminate on Midnight of March 31, 2019 (unless terminated earlier in accordance with this Article).

7.02 This Agreement shall terminate on the happening of any one of the following occurrences:

- (a) At any time by mutual consent of the parties;
- (b) Upon either party providing ninety (90) days written notice of termination to the other party; or
- (c) Where a party serves Notice of Substantial Breach of this Agreement on the other party and the receiving party fails to challenge or rectify the breach within 10 working days of receiving such Notice.

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

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

## **8.0 Renewal**

8.01 At least 180 days prior to the end of the current term, either party may give Notice of Intention to Renew this Agreement for a one year term. If accepted by the other party and in the absence of a Notice of Intention to Renegotiate, the Agreement will be so extended.

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

- (a) the parties reaching an agreement regarding the end of the term; or
- (b) six (6) months from the expiry of the current term.

## **9.0 Dispute Resolution**

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



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

## **10.0 Confidentiality**

- 10.01 The WCB agrees that the File shall be the property of and under the control of the Physician. The Physician shall maintain the File for a period of at least 10 years from the date that the Services were provided.
- 10.02 Notwithstanding the foregoing, the Physician may provide a Worker or that Worker's representative with copies of Files or other information relating to that Worker in its possession provided that the Physician utilizes and adopts at least the same means of guarding that information from disclosure as it does for other medical records in the Physician's possession.
- 10.03 Nothing in this Agreement shall be construed as authorizing a Physician to release information to any third party, including a Worker's employer, without the Worker's consent or to restrict the disclosure of information where otherwise authorized or required by law.

## **11.0 Notices**

- 11.01 Any notice required to be given by either party with respect to the provision of Services shall be effectively given and deemed to have been received as follows:
- (a) if delivered personally, on the day of delivery;
  - (b) if sent by ordinary or registered mail, on the 7<sup>th</sup> day after mailing; or
  - (c) if faxed to the other party, on the next business day.
- 11.02 In the event of an actual or threatened postal strike or interruption, service shall be by personal delivery or fax only.
- 11.03 The names and addresses of the authorized representatives of the parties are as follows:

To the WCB:	Manager, Health Care Services 131 Airport Road Edmonton, Alberta T5G 0W6
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To the AMA:	Director, Contract Negotiations Alberta Medical Association 12230 106 <sup>th</sup> Avenue NW Edmonton, Alberta T5N 3Z1
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## **12.0 Conflicts of Interest**

- 12.01 Physicians shall ensure that Services are provided without any conflict of interest.
- 12.02 Conflict of interest shall include, but not be limited to, a situation where there is an aspect of common control between a referring Physician and a Specialist or Physician either within a practice group or in relation to joint ownership of a facility. In such a case, the referring Physician shall notify the WCB of the referral and the potential conflict.
- 12.03 Physicians shall not enter into any agreement with any Worker or any Employer for the treatment of work related conditions without advising the WCB.

## **13.0 Other**

- 13.01 The parties may, upon mutual agreement in writing, amend the terms of this Agreement.
- 13.02 This Agreement constitutes the entire and exclusive agreement between the AMA and the WCB and supersedes any prior negotiations, representations or agreements, either written or oral. If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from this Agreement and all other provisions of this Agreement shall remain in force and binding on the parties.
- 13.03 This Agreement shall be interpreted and governed according to the laws of the Province of Alberta in force from time to time, and the forum for all disputes requiring judicial intervention shall be the Courts of the Province of Alberta.
- 13.04 Paragraph headings shall not be considered in interpreting the text.
- 13.05 All Schedules to this Agreement shall form a part of this Agreement.
- 13.06 Time shall be of the essence.

SIGNED at the City of Edmonton, in the Province of Alberta this 9 day of MARCH, 2015.

THE WORKERS' COMPENSATION BOARD

Per:   
President and Chief Executive Officer

ALBERTA MEDICAL ASSOCIATION

Per:   
Executive Director

**SCHEDULE "A"**  
**REPORTING REQUIREMENTS**

1. The parties acknowledge that timely, legible and complete reporting is critical to the management of Workers' cases and is a requirement of this agreement.
2. Physicians shall submit reports as and when required by the Act, as outlined herein, and from time to time when requested by the WCB. The parties acknowledge that the WCB is required to determine what injuries sustained by a Worker are work related and in doing so the WCB may require information regarding medical history prior to the date of a work related injury.
3. Physicians shall provide copies of documents relating to Services when requested by the WCB.
4. The AMA shall continue to use its best efforts to make Physicians aware of their statutory obligations under the Act as well as the WCB's reasons for requiring reports.

**SUPPLEMENTARY REPORTS**

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

**INITIAL SPECIALIST or VSC CONSULTATION REPORT**

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

- f) Objective findings, including observed discrepancies and significant negative findings;
- g) Diagnosis or differential diagnosis;
- h) Opinion and Recommendations.
  - i) statement of any investigations or treatment required;
  - ii) list any complicating factors affecting recovery;
  - iii) a summary of the discussion with the Worker on the reasonable period of recovery and expected return to work date; and
  - iv) report of the fitness to work- date of accident work, duration of modified work with restrictions and projected date for return to employment Appendix "B" provides the Physician with the necessary work capability classification.

#### OPERATIVE REPORT

1. The report should contain at a minimum the information below:
  - a) Date of Surgery
  - b) Thorough description of surgical procedure
  - c) Worker tolerance to procedure
  - d) Any abnormal findings and/or complications observed during the procedure
  - e) Anticipated recovery date
  - f) Approximate date of follow-up.

#### SURGICAL AND NON-SURGICAL SPECIALIST CONSULT FOLLOW-UP

1. The report should contain at a minimum the information below:
  - a) Date of Exam
  - b) Results from any diagnostic test performed and the specific implications for diagnosis, treatment, rehabilitation and return to work.
  - c) Present Complaints
  - d) Progress to date
  - e) Opinion and Recommendations.
    - i) statement of any investigations or treatment required;
    - ii) list any complicating factors affecting recovery;
    - iii) a summary of the discussion with the Worker on the reasonable period of recovery and expected return to work date; and

- iv) report of the fitness to work- date of accident work, duration of modified work with restrictions and projected date for return to employment. Appendix "B" provides the Physician with the necessary work capability classification.

## **SCHEDULE "B"**

### **FEES**

#### **ALBERTA HEALTH SCHEDULE OF MEDICAL BENEFITS**

1. With the exception of Report, Expedited Service, OP Code, and FP Code fees, Services fees shall be based on the Alberta Health Schedule of Medical Benefits (SOMB) as amended from time to time.
2. The effective date for fees payable under Article 1 above shall be the effective date of the changes to the SOMB. The WCB will apply such changes retroactive to the effective date when the changes to the SOMB are expressly retroactive.

#### **REPORT, EXPEDITED SERVICES, OP CODE, AND FREQUENT PROCEDURE (FP) CODE FEES**

1. Provided that the Physician has complied with this Agreement, the Physician shall receive payment, as outlined in Appendix "A".
2. Report Fees shall be adjusted over the term of this Agreement as outlined in Appendix "C".
3. Expedited Services fees shall be adjusted in accordance with the agreed increases as set out in the AMA Agreement.
4. OP Codes and FP Codes shall be adjusted as follows:
  - a) in accordance with changes to the related SOMB code; and
  - b) The premium percentage shall not be adjusted.

#### **Example 1:**

OP02 with a rate of \$296.84 is made up of the equivalent SOMB Code (95.91C) at \$107.37 plus a premium of \$189.47, or 176.46%. If, for example, 95.91C increases by 2% to \$109.52, the new premium will remain 176.46%, or \$193.26; making the new rate for OP02 \$302.78.

#### **Example 2:**

FP01 with a rate of \$200.85 is made up of the equivalent SOMB Code (94.91A) at \$108.57 plus a premium of \$92.28, or 85%. If, for example, 94.91C decreases by 2% to \$106.40, the new premium will remain 85%, or \$90.44; making the new rate for FP01 \$196.84.

5. The WCB shall pay adjusted Reporting, Expedited Services, OP Codes and FP fees within 30 (thirty) days of adjustment referred to in Article 2, 3 and 4 retroactive to the effective date of the changes.
6. OP Codes and FP Codes shall not be billed in addition to the Alberta Health SOMB equivalent.
7. Only one OP Code or FP Code shall be billed for the same surgical date with the exception of bilateral joints.

#### UNBUNDLING

1. Fees billed to the WCB by Physicians shall be on an unbundled basis. This means the Physician is entitled to a separate fee, payable at 100%, for each component of a procedure when those components are separate and distinct.

Example:

Alberta Health Rules prohibit billing SOMB Code 92.8D (debridement of knee) with SOMB Code 92.32B (knee arthroscopy).

2. Unbundling does not apply when a component of a procedure, in accordance with best medical practices, facilitates or is required for the completion of another. In those cases the components are considered to be intrinsically linked and the usual Alberta Health Rules apply.

Example:

SOMB Code 13.59H (Local infiltration of tissue/local anesthetic) cannot be unbundled when done to facilitate SOMB Code 89.22A (Suture of skin and subcutaneous tissue) because Code 13.59H facilitates the completion of Code 89.22A.

3. Without restricting the generality of the foregoing, the following rules will apply to determining what components are unbundled:
  - a) the fee charged for a surgical procedure shall not include pre-surgical or post-surgical visits, which may be billed separately;
  - b) Anesthetists shall be entitled to bill a fee equivalent to a Comprehensive Visit (03.04A) for pre-surgical Patient examinations in addition to the Anesthetic fee otherwise payable;
  - c) where a procedure is carried out in conjunction with a visit, both items may be billed;



- d) as a general rule, procedural or intravenous sedation may be billed in addition to the procedure, when necessarily done by a different physician;
  - e) cast application may be billed in addition to the procedure; and
  - f) nerve blocks for management of post-operative pain performed at the end of a procedure may be billed in addition to both the procedure and the anesthetic.
- 4. Other than in the case of unbundling, or where in conflict with other provisions of this Agreement, Alberta Health Rules relating to the interpretation and application of fee codes under the *Alberta Health Care Insurance Act* shall apply.
- 5. The AMA/WCB Advisory Committee shall be responsible for collaboratively reviewing utilization issues and clarifying appropriate billing practices during the term of this Agreement (and any extension).

**SCHEDULE "C"**  
**EXPEDITED SERVICES**

1. The intention of Expedited Services fees is to recognize the commitment of physicians to provide Expedited Services and reports where these Services are performed on an expedited basis without being medically required on that basis. Subject to dispute resolution as described in clause 2, the WCB shall determine if an Expedited Services fee is payable. The following circumstances will not result in the payment of an Expedited Services fee:
  - a) Where the worker requires Urgent Care,
  - b) Where the worker requires Emergent Care,
  - c) Consultation or Surgery medically required to be performed within 4 calendar days of date of Accident, or
  - d) Emergency surgery when the Specialist is on call.
2. In the event that a dispute arises as to whether or not Services qualify for an Expedited Services fee, the matter shall initially be referred to the Health Care Consultant for resolution and, if not resolved, may then be referred to the AMA/WCB Advisory Committee.
3. With the exception of Expedited Consultations and Expedited Surgeries performed in VSC's:
  - a) all Specialists shall have the opportunity to provide Expedited Services on the terms specified in this Agreement.
  - b) the WCB may, in its sole discretion, limit the number of Expedited Consultations and the number of Expedited Surgeries for a Specialist to ten (10) or less in any particular month or period of time, subject to variation on application to the WCB. If the number of Expedited Consultations or Expedited Surgeries provided by a Specialist exceeds the number specified by the WCB, the payment for those services in excess shall be the normal rate for a Specialist consultation report or for a normal surgery and shall not be eligible for the Expedited Services fee.

**EXPEDITED SERVICES TIMING**

1. There are two time frames for Expedited Services:
  - a) Within 15 working days (Full Expedited Services fee apply)
  - b) Between 16 to 25 working days (Pro-rated Expedited Services fee apply)

2. Services will only be considered expedited when:

- a) For initial consultations, the consultation is completed and the report is received by the WCB within the above number of working days following receipt of the referral letter.
- b) For surgeries, where the surgery is completed within the above number of working days following the day the decision is made to proceed with the surgery.

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

VISITING SPECIALIST CLINIC (VSC)

- 1. In addition to the above services, Specialists may opt to provide Expedited Services within a WCB contracted VSC.
- 2. Participation in a VSC is dependent on supply and demand of the WCB's need for surgical/non-surgical consults and surgeries.
- 3. VSC Specialists must be pre-approved by the WCB prior to offering VSC related services, which also requires that the Specialist have the necessary privileges to provide Services at that location from Alberta Health Services or the College.
- 4. Approval by the Health Care Consultant must be received prior to providing Services within a VSC.
- 5. Only referrals from the WCB Surgical Coordinator will be eligible for VSC related fees.
- 6. It is the responsibility of the Specialist in a VSC to ensure ample notice is given to the VSC facility on their availability.

7. It is the responsibility of the Specialist to ensure that reporting meets the standard outlined above.
8. VSC codes shall only be used and VSC fees shall only be payable for Services that are actually performed in the facility designated by the WCB during the period of time scheduled for the VSC. No other Services shall qualify for VSC fees, whether or not those Services were initiated at a VSC. VSC fees shall not be payable for any Services provided at a physician's office or clinic that have not been designated by the WCB for the provision of VSCs.
9. FP Codes are payable only when the related procedure is performed within a VSC, and are payable as per Appendix "A".

#### SPECIALIZED DIAGNOSTIC TESTS

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

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

#### Booking Expeditor:

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

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

Should other specialized diagnostic tests (not identified above) be required, the WCB may be able to arrange these tests more expediently than the Physician. The Physician must contact WCB Health Care Services at 780-498-3217 for further information.

**APPENDIX "A"**  
**WCB FEE SCHEDULE – ALBERTA PHYSICIANS**

<b>FEE FOR SERVICE</b>		
Service fees shall be based on the Alberta Health & Wellness Schedule of Medical Benefits.		
<b>REPORTING FEES</b>		
<b>General Practitioner Report Fees</b>	<b>WCB Fee</b>	<b>WCB Health Services Code</b>
First Report – C050	\$60.62	Please select "Create a new report" or "Create a follow up report" within Electronic Injury Reporting.
Progress Report – C151	\$36.83	
<b>Specialist Report Fees</b> <b>NOTE: All Specialist's invoices must be submitted using Form C568.</b>	<b>WCB Fee</b>	<b>WCB Health Services Code</b>
Consultation Report	\$74.09	RF01E
Follow-up Report	\$36.83	RF03E
<b>Supplementary Report Fees</b>	<b>WCB Fee</b>	<b>WCB Health Services Code</b>
Photocopy of chart. Cost per page .33¢. <b>NOTE: Use CALL fields to enter the number of pages (e.g., a 10 page chart would be billed as RF04, CALLS 10 for a total payment of \$30.64).</b>	\$36.83 .45¢/page	RF04
Summary of medical information, <b>WITHOUT OPINION</b>		
• General Practitioner, first 30 minutes	\$132.59	RF05
○ Additional 15 minute increments	\$51.58	
• Specialist, first 30 minutes	\$162.06	RF05
○ Additional 15 minute increments	\$51.58	
Summary of medical information, <b>WITH OPINION</b>		
• General Practitioner, first 30 minutes	\$154.69	RF06
○ Additional 15 minute increments	\$51.58	
• Specialist, first 30 minutes	\$198.87	RF06
○ Additional 15 minute increments	\$51.58	
Copies of specified documents or reports from a chart are requested by the WCB, and are part of a summary of medical information (RF05/RF06).	.45¢/page	RF08

**EXPEDITED SERVICES**

There are two time frames for Expedited Services:

- a) Within 15 working days (Full Expedited Services fee apply).
- b) Between 16 to 25 working days (Pro-rated Expedited Services fee apply).

Services will only be considered expedited when:

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

If a delay is imminent or anticipated due to outstanding investigations regarding the same Worker, the Specialist shall advise the WCB Contract Manager forthwith and the WCB Contract Manager may, in its discretion, extend the period or periods referred to above. If the Specialist fails to complete Expedited Consultation or Expedited Surgery and provide WCB with a report within the time frames stated above, an Expedited Services fees shall not be payable. The periods of time to complete Expedited Services shall not be extended as a result of office closures or Specialist unavailability. **SEE CODES & FEES ON FOLLOWING PAGE**

<b>Expedited Consultation</b>	<b>WCB Fee</b>	<b>WCB Health Services Code</b>
Report received within 15 working days from referral.	\$317.53	RF02
Report received within 16 - 25 working days from referral.	\$105.86	RF09
<b>Expedited Surgery</b>	<b>WCB Fee</b>	<b>WCB Health Services Code</b>
Surgery completed within 15 working days from date of consult.		
• Surgeon	\$423.37	ES01
• Anaesthetist	\$282.25	ES02
• Surgical Assistant	\$141.12	ES03
Surgery completed within 16 - 25 working days from date of consult.		
• Surgeon	\$141.12	ES04
• Anaesthetist	\$94.07	ES05
• Surgical Assistant	\$47.05	ES06

**ANAESTHETIST FEE FOR ORTHOPAEDIC PROCEDURES  
(WHEN SURGERY PERFORMED BY A CONTRACTED ORTHOPAEDIC SURGEON)**

WCB Code	Equivalent AH Code	Description	WCB Fee
OP01	93.83C	Posterior shoulder instability repair. NOTE: May not be claimed in association with 93.83D or 95.65B	\$395.77
	93.83D	Bankart repair or capsular shift for anterior instability	
OP02	95.91C	Subacromial decompression, including bursectomy NOTE: May not be billed in association with 95.65B.	\$296.84
OP08A	93.05D	Instrumentation of spine following decompression	\$859.57
OP08B	93.05E	Instrumentation of spine following excision of spinal or paraspinal tumor	
OP08C	93.09D	Instrumentation with or without fusion, posterior, 2 vertebrae	
OP08D	93.09F	Instrumentation with or without fusion, posterior, 3 vertebrae	
OP08E	93.09G	Instrumentation with or without fusion, posterior, 4 vertebrae	
OP09	92.32B	Arthroscopy knee, including menisectomy	\$173.14
OP10	16.09P	Posterior, lateral or anterior decompression of spinal canal	\$575.11
OP11	93.45A	Anterior cruciate ligament reconstruction	\$395.77
OP17	93.41A	Total knee arthroplasty, including hemiarthroplasty	\$671.36
	93.59A	Total hip arthroplasty	
OP18	93.83H	Rotator cuff repair including tendon transfer	\$525.10
OP 22	93.11A	Ankle Fusion	\$962.68
OP23	93.12A	Single Hindfoot Joint Fusion	\$577.60
OP24	93.12B	Double Hindfoot Joint Fusion	\$770.13
OP26	93.49A	Ankle Ligament Reconstruction < 14 days	\$350.06
OP27	93.49B	Ankle Ligament Reconstruction > 14 days	\$525.10
OP28	89.22B	Wedge Osteotomy Ulna	\$267.81
OP29	93.25	Arthrodesis – Carpometacarpal fusion	\$368.24
OP30	93.28	Interphalangeal fusion – arthrodesis or tenodesis	\$200.85

### WCB VISITING SPECIALIST CLINIC (VSC) PHYSICIAN FEE SCHEDULE

VISITING SPECIALIST CLINIC	Surgical	Non-surgical	Fee
First Consult – Non Back	VS01	NSC01	\$481.89
Follow-up Consult – Non Back	VS02	NSC02	\$161.09
First Consult –Back	VS03	NSC03	\$550.72
Follow-up Consult – Back	VS04	NSC04	\$275.37
First Consult – Non Back No Show/Cancellation with less than 72 hours notice	VS01N	NSC01N	\$481.89
Follow-up Consult – Non Back No Show/Cancellation with less than 72 hours notice	VS02N	NSC02N	\$161.09
First Consult –Back No Show/Cancellation with less than 72 hours notice	VS03N	NSC03N	\$550.73
Follow-up Consult - Back No Show/Cancellation with less than 72 hours notice	VS04N	NSC04N	\$275.37

VSC Surgery	WCB Fee	WCB Health Services Code
Surgery completed within 15 working days from date of consult.		
• Surgeon	\$516.30	ES01
• Anesthetist	\$282.25	ES02
• Surgical Assistant	\$141.12	ES03
Surgery completed within 16 - 25 working days from date of consult.		
• Surgeon	\$172.10	ES04
• Anesthetist	\$94.07	ES05
• Surgical Assistant	\$47.05	ES06
No Shows/Cancellations with less than 72 hours notice: <i>(Note: Payable only if surgery was the result of a VSC referral)</i>		
Surgery was to be completed within 15 working days from date of consult:		
• Surgeon	\$328.11	ES01N
• Anesthetist	\$218.74	ES02N
• Surgical Assistant	\$109.37	ES03N
Surgery was to be completed within 16 - 25 working days from date of consult:		
• Surgeon	\$109.37	ES04N
• Anesthetist	\$72.91	ES05N
• Surgical Assistant	\$36.46	ES06N



**FREQUENT PROCEDURE CODES (SPECIALIST)**  
**(BILLABLE ONLY WHEN PROCEDURE PERFORMED WITHIN A WCB CONTRACTED VSC)**

<b>WCB Code</b>	<b>Equivalent AH Code</b>	<b>Description</b>	<b>WCB Fee</b>
FP01	94.91A	FREEING OF ADHESIONS OF MUSCLE, TENDON, FASCIA AND BURSA OF HAND {TENOLYSIS}	\$498.56
FP02	17.39B	OTHER PERIPHERAL NERVE OR GANGLION DECOMPRESSION OR FREEING OF ADHESIONS {MAJOR NERVE EXPLORATION}	\$591.04
FP03	65.01A	REPAIR OF INGUINAL HERNIA, UNQUALIFIED {REPAIR OF INGUINAL HERNIA}	\$804.58
FP04	17.39A	OTHER PERIPHERAL NERVE OR GANGLION DECOMPRESSION OR FREEING OF ADHESIONS RELEASE OF NERVE FROM SCAR TISSUE	\$747.84
FP05	92.8 D	ARTHROSCOPY, WRIST, ELBOW, ANKLE, SHOULDER, THERAPEUTIC INTERVENTION, INCLUDING DEBRIDEMENT/DRILLING, ETC.	\$974.30
FP06	90.6 F	REMOVAL OF HARDWARE, EXCLUDING EXTERNAL FIXATOR DEVICES, FIRST 30 MINUTES	\$365.36
FP07	91.33A	OPEN REDUCTION OF FRACTURE WITH INTERNAL FIXATION, PHALANGES OF HAND {PHALANX(S)}	\$611.87
FP08	90.6 E	REMOVAL OF HARDWARE UNDER LOCAL ANESTHETIC	\$162.37
FP09	93.87K	WRIST LIGAMENT RECONSTRUCTION (INCLUDING SCAPHOLUNATE OR LUNOTRIQUETRAL LIGAMENT)	\$1177.28
FP10	91.32A	OPEN REDUCTION OF FRACTURE WITH INTERNAL FIXATION, CARPALS AND METACARPALS {METACARPAL}	\$611.87

**FREQUENT PROCEDURE CODES (ANAESTHETIST)  
(BILLABLE ONLY WHEN PROCEDURE PERFORMED WITHIN A WCB CONTRACTED VSC)**

<b>WCB Code</b>	<b>Equivalent AH Code</b>	<b>Description</b>	<b>WCB Fee</b>
FP01	94.91A	FREEING OF ADHESIONS OF MUSCLE, TENDON, FASCIA AND BURSA OF HAND {TENOLYSIS}	\$200.85
FP02	17.39B	OTHER PERIPHERAL NERVE OR GANGLION DECOMPRESSION OR FREEING OF ADHESIONS {MAJOR NERVE EXPLORATION}	\$301.29
FP03	65.01A	REPAIR OF INGUINAL HERNIA, UNQUALIFIED {REPAIR OF INGUINAL HERNIA}	\$266.40
FP04	17.39A	OTHER PERIPHERAL NERVE OR GANGLION DECOMPRESSION OR FREEING OF ADHESIONS RELEASE OF NERVE FROM SCAR TISSUE	\$368.24
FP05	92.8 D	ARTHROSCOPY, WRIST, ELBOW, ANKLE, SHOULDER, THERAPEUTIC INTERVENTION, INCLUDING DEBRIDEMENT/DRILLING, ETC.	\$334.76
FP06	90.6 F	REMOVAL OF HARDWARE, EXCLUDING EXTERNAL FIXATOR DEVICES, FIRST 30 MINUTES	\$200.85
FP07	91.33A	OPEN REDUCTION OF FRACTURE WITH INTERNAL FIXATION, PHALANGES OF HAND {PHALANX(S)}	\$200.85
FP08	90.6 E	REMOVAL OF HARDWARE UNDER LOCAL ANESTHETIC	NA
FP09	93.87K	WRIST LIGAMENT RECONSTRUCTION (INCLUDING SCAPHOLUNATE OR LUNOTRIQUETRAL LIGAMENT)	\$435.19
FP10	91.32A	OPEN REDUCTION OF FRACTURE WITH INTERNAL FIXATION, CARPALS AND METACARPALS {METACARPAL}	\$200.85

## APPENDIX "B"

### CLASSIFICATION OF WORK CAPABILITIES

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

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

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

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

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

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

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

Frequency:

**Never** - 0% of the day

**Rare** - 1-5% of the day

**Occasional** - 6 to 33% of the day

**Frequent** - 34-66% of the day

**Constant** - 67-100% of the day.

**APPENDIX "C"**  
**REPORTING FUNDING SCHEDULE**

<b>Effective Dates</b>	<b>Report Submission</b>	<b>GP First Report</b>	<b>Specialist Consultation Report</b>	<b>GP Progress Report/ Specialist Follow Up</b>
April 1, 2015 to June 30, 2015	Same Day	\$62.13	\$75.94	\$37.75
	On Time	\$62.13	\$75.94	\$37.75
	Late	\$62.13	\$75.94	\$37.75
July 1, 2015 to March 31, 2016	Same Day	\$65.86	\$80.50	\$40.02
	On Time	\$63.69	\$77.84	\$38.69
	Late	\$57.32	\$70.06	\$34.82
April 1, 2016 to June 30, 2016	Same Day	Plus COLA	Plus COLA	Plus COLA
	On Time	Plus COLA	Plus COLA	Plus COLA
	Late	90% of On Time	90% of On Time	90% of On Time
July 1, 2016 to March 31, 2017	Same Day	Plus 8.75%	Plus 8.75%	Plus 8.75%
	On Time	Plus 2.5%	Plus 2.5%	Plus 2.5%
	Late	75% of On Time	75% of On Time	75% of On Time
April 1, 2017 to March 31, 2019	Same Day	Plus COLA	Plus COLA	Plus COLA
	On Time	Plus COLA	Plus COLA	Plus COLA
	Late	75% of On Time	75% of On Time	75% of On Time