

## AGREEMENT FOR PROVISION OF MEDICAL SERVICES

This AGREEMENT, entered into and made effective this 15th day of June, 2015.

BETWEEN:

**WORKERS' COMPENSATION BOARD OF NOVA SCOTIA**  
(hereinafter referred to as "the WCB" or "WCB" or "WCBNS")

OF THE FIRST PART

- and -

**DOCTORS NOVA SCOTIA**  
(hereinafter referred to as "Doctors NS" or "DNS")

OF THE SECOND PART

**WHEREAS** the Board and Doctors NS, as representative of Physicians in Nova Scotia, are desirous of entering into an agreement for the provision of medical services to injured workers;

**AND WHEREAS** the Board recognizes Doctors NS to be the official negotiating party on behalf of doctors of the Province of Nova Scotia;

**AND WHEREAS** both parties agree that the provision of medical services under this agreement shall be undertaken in manner that ensures quality, timeliness and cost effectiveness;

**AND WHEREAS** both parties agree to work in a spirit of good faith to cooperatively facilitate injured workers' safe and timely return to work;

**AND WHEREAS** Doctors NS understands that the Board, pursuant to and in accordance with the *Workers' Compensation Act* of Nova Scotia, administers a workplace insurance program that is 100% funded by employers;

**NOW THEREFORE WITNESSETH THAT** in consideration of the mutual covenants, promises and agreements contained herein, the parties agree as follows:

### 1.0 DEFINITIONS

1. The following words and phrases shall have the following meanings when used in this Agreement:

- **"Act"** – means *Workers' Compensation Act*, S.N.S. 1994-1995, c. 10 (hereinafter referred to as "the Act").
- **"Assessment"** – An assessment of the ill or injured worker to determine the diagnosis and treatment to facilitate safe and timely return to work.

- **"Board"** – means the Workers' Compensation Board of Nova Scotia.
- **"Employer"** - means an employer within the scope of Part I of the *Workers' Compensation Act*, S.N.S. 1994-95, c. 10 as amended ("the Act") and includes an individual, partnership or limited company which employs workers. The employer covers the full cost of the insurance policy.
- **"Return to Work (RTW)"** – means an injured worker returns to work or stays at work working in whatever capacity is safe to minimize the human and financial toll of the work related injury or illness.
- **"Case Worker"** – means the Board employee assigned to claims and responsible for adjudicative decisions within the Act and policy, processing and RTW/SAW coordination.
- **"Joint Governance Committee"** (JGC) – means the committee responsible for providing contract management and oversight of this agreement; (See Appendix "C" for further information).
- **"Doctors Nova Scotia"** – incorporated pursuant to the *Doctors Nova Scotia Act*, 1995-96, s.12; c.1; 2012, c. 26, s.2.
- **"Enhanced Physician Services (EPS)"** – means the program under which Board has selected certain external physicians to provide assessments and RTW services to injured workers and assist case workers and treating physicians with more complex and challenging cases (See Appendix "A" attached hereto for further information).
- **"EPS Physician"** – means a Physician licensed to practice medicine in the Province of Nova Scotia, who has been accepted as an Enhanced Physician Services (EPS) physician by the Board.
- **"Medical Disability Advisor"** – means the Workplace Guidelines for Disability Duration (current edition), by Presley Reed, MD which are standard guidelines used to monitor and manage safe and timely return to work.
- **"M.S.I."** - means Medical Services Insurance as defined by Government of Nova Scotia, Department of Health and Wellness which are administered by Medavie Blue Cross to pay physicians for insured medical services, pursuant to the *Health Services and Insurance Act* of Nova Scotia.
- **"Professional"** – means health care professionals and includes physiotherapists, chiropractors, occupational therapists, exercise therapists/kinesiologists, psychologists, rehabilitation coordinators, ergonomists, nurses, employment counsellors, vocational rehabilitation specialists, pharmacists, and psychology testing assistants.

- **“Transitional Work”** - means any modification of the job including changes in work tasks, accommodations at the worksite, hours of work, and/or scope of work until such time that the injured worker may fully function at her/his pre-injury job.
- **“Physician”** – means a Physician licensed to practice medicine in the Province of Nova Scotia who provides treatment to workers.
- **“Worker”** – means a ‘worker’ as defined in the *Act*, to whom the Board is obligated to pay Compensation under the *Act*. Also means the patient of the treating physician.
- **“Poor Quality”** – In the context of physician reporting to the Board, a poor quality report means that mandatory report fields are completed inappropriately and do not provide the case worker with useful information to advance the case which may include but is not limited to:
  - Reporting symptoms as the diagnosis.
  - Reporting objective findings that are subjective and/or based on the workers self-report; Objective findings in support of medical evidence are verifiable indications of injury or disease that may include, but are not limited to, range of motion, atrophy, muscle strength and palpable muscle spasm. "Objective findings" does not include physical findings or subjective responses to physical examinations that are not reproducible, measurable or observable.
  - Reporting findings as ‘unchanged’ or ‘same as before’. Each report must explicitly contain the subjective and objective findings documented at the recent visit.
- **“Change”** – in the context of physician reporting to the WCB for workers in receipt of long term benefits and for whom no ongoing return to work management of their injury is necessary, “change” includes:
  - a change in diagnosis or symptoms
  - flare-ups
  - changes in treatment which may include but are not limited to physiotherapy treatment, chiropractic treatment
  - the necessity to provide assistive devices or Personal Care Allowance
  - Specialist referrals and diagnostic testing.

## 2.0 STATEMENT OF PRINCIPLES AND COMMITMENTS

Both parties recognize and support a collection of guiding principles and commitments so together we can reduce the human and financial toll of workplace injury in Nova Scotia. Below is a high level summary of the principles and commitments with further details included in Appendix D:

### **Mutual Commitments:**

Together we are committed to:

- a. Work to minimize the human toll of workplace injury.
- b. Work to minimize the financial and economic toll of workplace injury in NS.
- c. Understand and adhere to relevant Workers' Compensation NS legislated obligations.
- d. Work to assure that worker/patient safety remains at the forefront.

#### **Doctors NS Commitments:**

Doctors NS is committed to:

- e. Support improved provincial RTW performance.
- f. The success of this agreement and working with the Board through the JGC.
- g. Assist in the promotion of the principles of this Agreement through reasonably available channels.
- h. Support the Board in navigating changes in the Electronic Medical Records (EMR) systems.

#### **Physician's Commitment:**

Physicians are committed to:

- i. Provide high quality care.
- j. Support Safe and Timely Return to Work
- k. Work collaboratively and communicate as required.

#### **Workers' Compensation Board's Commitments:**

The Board is committed to:

- l. Share the physician's interest in appropriate treatment and best outcome for the worker.
- m. Work collaboratively and communicate as required.
- n. Pay all approved invoices in a timely manner as agreed to herein.
- o. Fulfill the role of RTW Coordinator.
- p. Maintain alignment with the Department of Health and Wellness Physician Master Agreement wherever appropriate.
- q. Leverage the Electronic Medical Record where possible.
- r. The success of this agreement and working with Doctors NS through the JGC.

### **3. GOVERNANCE – GOVERNANCE STRUCTURE/COMMITTEES**

The parties agree the intent is to provide efficient and collaborative mechanisms to manage and support this Agreement while strengthening the relationship between the Board and the physician community.

A Joint Governance Committee (JGC) will be established. The committee will, consistent with the terms of reference attached hereto as Appendix "C":

- a. Provide contract management, leadership and oversight to assure the contract is achieving the defined objectives.

- b. Provide a forum for regular dialogue/discussion on topics of mutual interest in the provision of medical services to injured workers.
- c. Establish a subcommittee within 3 months of this Agreement being signed to work collaboratively on establishing new service codes and fees as new requirements emerge. The subcommittee will:
  - Evolve the terms of reference as required and agreed by JGC;
  - Meet as necessary;
  - Make recommendations that are efficient and responsive to the Board's project schedules and deadlines, while respecting physician members' schedules. The Board will plan project schedules with this in mind.
- d. Establish other subcommittees to work on topics of common interest, as needed.
- e. Provide a forum (or establish a subcommittee) to collaborate on changes to the Physician Report Form 8/10 and other forms as required.

#### **4. PHYSICIAN REPORTING**

4.1 All Board report forms (including the Form 8/10) may be amended by the Board in its sole discretion. The Board will seek feedback on new forms and substantive changes to content and design through the JGC with a view to minimizing admin burden on physicians and all issues related to associated fees shall be jointly agreed by DNS and Board through the JGC. In the event that the JGC is unable to resolve the issues, the Dispute Resolution clause (Article 17) will be invoked.

##### **4.2 Return to Work**

This section is related to services for workers who are actively employed or employable who may be losing time from work or require health care as a result of their compensable injury/illness.

4.2.1 Reporting shall be on a Board Form 8/10 (Physicians Report).

4.2.2 The Board may reverse payment for any Form submitted under this Agreement that is illegible, is not signed, does not have all the fields completed, is determined by the Board to be of poor quality or is not received via mail or fax within five (5) business days of the Worker's visit (unless an adjustment in the timeframe of completion has been mutually agreed to by the treating Physician and the Board). JGC will establish a process to deal with disputes related to assessment of report quality. Should a reversal be required, it will only apply to the form fee, not the office visit fee.

4.2.3 Other types of special forms may be required for certain conditions.

4.2.4 In the acute injury phase, the Board encourages the Physician to follow the Worker as frequently as needed to ensure the earliest possible return to work, including Transitional Work. In straight forward strain/sprain injuries referred to

Tier 1 services (physical rehabilitation) follow-up may not be required. The Tier 1 provider will routinely report back on the worker's progress.

- 4.2.5 In sub-acute and chronic stages bi-weekly follow up visits is the accepted pattern. It is recognized that there will be exceptions to this pattern and that additional visits will continue to be paid by the Board. It is also recognized that the Board may choose to review and/or reach out to physicians whose visit claims are in excess of this pattern.

#### **4.3 Long Term Benefits Service**

This section is related to services for workers who no longer require active RTW services but have a permanent medical impairment and perhaps an earnings loss as a result of their compensable injury. This population of workers are the Board's Long Term Benefits (LTB) clients for life as the Board is required to continue to furnish and pay for health services related to their compensable injury.

- 4.3.1 The Board will make every effort to notify the physician of the workers change in status from RTW to LTB.
- 4.3.2 For LTB workers, office visits will continue to be billable when visits are performed consistent with the fee schedule attached as Appendix B. Reports are only required if there is a change in the workers condition, all reports will be provided using the Form 8/10, are due within 5 days of the visit and billed as defined in Appendix B.

Once the physician is aware of the change in the worker's Board status (from active RTW to LTB) the Board will reverse payment for any subsequent Form 8/10 billed for services occurring after the notification date, except where there is a change in the worker's condition.

- 4.3.3 An LTB worker may have a permanent medical impairment and return to work. In the event that the worker is subsequently off work due to that injury or has another claim for a different workplace injury that requires RTW Services, RTW billing as outlined in section 4.1 then applies.
- 4.3.4 The accepted pattern for LTB worker visits is as required but generally no more than monthly for follow-up of the original compensable injury only. It is recognized that there will be exceptions to this pattern and that additional visits will continue to be paid by the Board. It is also recognized that the Board may choose to review and/or reach out to physicians whose visit claims are in excess of this pattern.

#### **4.4 Chart Notes & Reports**

- 4.4.1 For the purposes of making adjudicative decisions related to claim, benefits or services entitlement, the Board may require a copy of the physicians chart notes. The Case

Worker will make every reasonable effort to only request relevant information and indicate the purpose of the information at the time of request. The parties are aware that delays in receiving this information will result in service delays to the worker.

The Workers' Compensation Appeals Tribunal (WCAT) or the Workers' Advisers Program (WAP) may require information from physicians to process an appeal decision related to the workers entitlement to a claim, benefits or services. Delays in receiving this information may result in service delays to the worker.

4.5 The Fee Schedule related to chart notes and reports is included in Appendix B which also applies to requests for chart notes and reports from the Workers' Compensation Appeal Tribunal and Workers' Advisors Program.

## **5 FEES FOR SERVICES**

5.1 The Board agrees to pay for physician services performed pursuant to this Agreement in accordance with the applicable codes and rates as set out in the fee schedule attached hereto as Appendix "B" of this Agreement.

5.2 Invoices that are submitted electronically via Medavie/MSI and approved by the Board will be paid within two weeks of receipt; those received manually by the Board will be paid within 30 days of receipt. Physicians are required to bill electronically via Medavie/MSI unless instructed otherwise.

5.3 Notwithstanding 5.1, the parties recognize that the Board, pursuant to section 106 of the Act, "shall not pay any account rendered against it for medical aid by a physician, surgeon, hospital or other health care professional or institution unless application for payment is made within six months after the medical aid has been rendered".

5.4 Where an evaluation, treatment or procedure is offered under any expedited service contract that the Board has with any group of Physicians which is separate and distinct from this agreement with Doctors NS, reimbursement will be as stated in the expedited services contract.

5.5 It is understood and agreed that this Agreement is an agreement for the provision of medical services and that all Physicians are engaged as independent contractors and neither they, their servants or agents are, nor shall be deemed to be employees, servants or agents of the Board.

## **6 ENHANCED PHYSICIAN SERVICES**

6.1 The Board, with the knowledge of the Doctors NS, has established an Enhanced Physician Service as a resource to both Physicians and the Board in the Bio-psycho-

social Assessment and RTW services for workers with occupational injuries and occupational diseases.

6.2 The Board or the treating physician may refer a case to an EPS physician for a second opinion or for injury/RTW services. If the EPS physician assumes treatment/care for the work-related condition the worker will remain in their care until the work related condition is resolved (i.e., the worker returns to work or moves to Long Term Benefits). During this period as a rule only the EPS physician can bill the Board for the work-related condition. Generally the Board will not pay for two treating/continuing care physicians on the same claim.

See Appendix A for more information on Enhanced Physician Services.

## **7 COMMUNICATION**

- All claim related reports are faxed to:  
Halifax fax number: 902-491-8001  
Toll-free: 1-855-723-3975 (1-855-SAFEWORK)  
All reports and correspondence must include the workers claim number if available.
- To speak with a Board Case Worker or Medical Advisor  
Halifax: 902-491-8999  
Toll-free: 1-800-870-3331  
The workers claim number is required if available.
- To contact the Chief Medical Officer  
Phone: 902-491-8341  
Fax: 902-491-8232

The Board shall advise Doctors NS in writing of any change to this contact protocol.

## **8 RELEASE OF INFORMATION**

8.1 Physicians are required to provide the Board with necessary patient information to determine entitlement to benefits and services under S. 109 of the Act. Legislative authority is provided by:

- The Worker provides express permission for any Physician involved in the claim to provide any information to the Board that is related to the compensable condition in completing a request to file a Board claim by completing an Injury Report Form 6/7.
- Section 109(1) (a) of the Workers' Compensation Act provides the Board with express authorization to request any information from members of the medical community, necessary for the claiming of compensation under the Act.
- Section 24(1) of FOIPOP allows public bodies including the Board to collect information necessary for an operating program or activity of the public body.



8.2 Notwithstanding 8.1, the Board will endeavor to only request information relevant to the adjudication of a claim for compensation and physicians will endeavor to only provide requested information in a timely manner.

8.3 The Board is bound to protect the privacy of those that it serves by the terms of:

- s. 192 of the *Workers' Compensation Act*, S.N.S., 1994-95, c.10
- the *Freedom of Information and Protection of Privacy Act*, S.N.S. 1993, c. 5
- the *Personal Information International Disclosure Protection Act*, S.N.S. 2006, c. 3
- the *Privacy Review Officer Act*, S.N.S 2008, c.42
- the *Electronic Commerce Protection Act*, S.C., 2010, c. 23 and
- the Board's own Privacy policies.

To that end, both parties agree that:

- (a) The collection, use and disclosure of personal information, confidential or sensitive information, and other information, including information related to claims for compensation and claimants' right to privacy will abide by these terms and any other applicable laws.
- (b) No information arising, obtained or compiled in connection with the performance of this Agreement will be released to any third party without the prior written consent of the other party;
- (c) Any information arising, obtained or compiled in connection with the performance of this Agreement shall be used solely for the purpose of carrying out the provisions of this Agreement and shall not be used for any other reason whatsoever;
- (d) The improper or unauthorized use or release of any information arising, obtained or compiled in connection with carrying out the provisions of this Agreement, may be a basis for immediate cancellation of the agreement by either party;
- (e) The parties will use adequate safeguards to protect information arising, obtained or compiled in connection with this Agreement from inadvertent disclosure and will inform the other immediately of any accidental or unauthorized use or disclosure of personal information;
- (f) The parties will immediately inform the other of any request for release of information involving this Agreement;
- (g) The parties will notify the other prior to storage or a request for release of information respecting this Agreement outside of Canada.

8.4 The Board will discuss specific physician related concerns regarding the provision of required information with the JGC to define remediation approach. This does not

preclude the Board from raising matters with the Nova Scotia College of Physicians and Surgeons as deemed appropriate by the Board.

- 8.5 Any material respecting this Agreement to be distributed by one party through the communication vehicle of the other will be subject to review and revision. Material will only be distributed by mutual agreement.

## **9 TERM OF AGREEMENT**

- 9.1 This Agreement commences June 15, 2015 and terminates on June 14 2017 (2 years). The parties may, by mutual written agreement, extend the term of this agreement annually to a maximum ten years (to June 15, 2025).
- 9.2 Notwithstanding article 9.1, the parties agree that if no new agreement is reached by June 15, 2025, this Agreement shall remain in effect until a new agreement is reached, so long as active and progressive negotiation is ongoing.
- 9.3 Notwithstanding article 9.1, this Agreement may be terminated in accordance with the provisions of Article 18.
- 9.4 Completion by Doctors NS of the services outlined in this agreement or termination of the Agreement by the Board in accordance with article 18 herein shall in no way relieve or be deemed to relieve Doctors NS from any ongoing duties, obligations or liabilities related to the Release of Information (Article 8), liability (Article 12) or audit (Article 17.1).
- 9.5 The parties hereto may, by mutual consent, extend this Agreement by each giving written notice of intent to do so on or before the termination date defined in Article 9.1 of this Agreement.

## **10 REVIEW AND MODIFICATIONS**

- 10.1 The parties agree to review this agreement pursuant to 9.1. Notwithstanding the foregoing, the Agreement will be reviewed once the provincial master agreement with the NS Department of Health & Wellness which is expected to be finalized in 2015. Upon such a review, the parties may, by mutual consent, make adjustments to prices or requirements as necessary. Any adjustments/amendments shall be dated and signed by both parties and shall form part of this agreement.

## **11 AMENDMENTS**

- 11.1 The terms of this Agreement, including all Appendices may be modified only by the mutual agreement of Doctors NS and the Board. Any such amendment, modification or supplement must be in writing and signed by the parties and shall form part of this agreement.

## 12 LIABILITY

- 12.1 Doctors NS and the Board recognize that the Physicians providing services pursuant to this Agreement are self-employed and are individually responsible to use due care in performing the services contemplated under this Agreement. Neither the Board nor Doctors NS will be responsible for any negligence of the Physicians in relation to the provision of services under this Agreement.

## 13 NOTICE

- 13.1 Any notice required to be given hereunder shall be deemed to have been properly given if delivered personally or sent by pre-paid registered mail as follows:

***To the Board:***

Workers' Compensation Board of Nova Scotia  
5668 South Street  
PO Box 1150  
Halifax NS B3J 2Y2

**Attention: Director Health and Extended Benefits, or designate**

***To Doctors Nova Scotia:***

Doctors Nova Scotia  
25 Spectacle Drive  
Dartmouth, NS B3B 1X7

**Attention: Director, Physician Compensation and Negotiations | Doctors Nova Scotia, or designate**

- 13.2 Notice may be sent by electronic mail or facsimile in which event, notice will be deemed to be received on the same date as the notice is sent.
- 13.3 And if sent by registered mail, shall be deemed to have been received on the forth (4<sup>th</sup>) business day of uninterrupted postal service following the date of mailing. Either party may change its address for notice at any time by giving notice to the other party pursuant to the provisions of this Agreement.

## 14 APPLICABLE LAW

- 14.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada in force therein and the parties hereby irrevocably submit to the Courts of the jurisdiction of the province of Nova Scotia.

## 15 INVALIDITY OF PROVISION/CONSENT TO BREACH

- 15.1 The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.

15.2 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to, a waiver of, or excuse for any different or subsequent or a continuation of the same breach unless expressly stated.

## **16 DISPUTE RESOLUTION**

16.1 The parties agree that if there are any issues under this agreement that cannot be resolved by mutual communication via the Joint Governance Committee, the parties will address any ongoing matters in the following manner:

- (a) Matters pertaining to the construction of the agreement, amendments, and interpretation of the agreement, fees or termination will be directed to the parties directed to receive notice under section 13 of this agreement. Within ten business days of the notice being received, a representative of each party will meet to determine whether a solution can be achieved.
- (b) If no resolution to the challenges referred to in 16.1(a) can be reached within five business days of the meeting also referenced therein, the parties will direct the matter to the heads of each of their organizations, or their designate, who will direct a representative to meet within ten business days to further attempt to resolve the issues.

## **17 QUALITY & COMPLIANCE MANAGEMENT**

17.1 The Board will develop a Contract Quality and Compliance Management Plan to monitor and manage physician alignment and compliance with the terms of this contract. The plan may include, but is not limited to, billing audits, quality of reporting reviews, timeliness of reporting reviews, frequency of service visits reviews, reviews of prescribing patterns, collaboration levels in RTW, etc. It will include remedial action plans.

17.2 The Contract Quality and Compliance Management Plan must be reviewed and approved by the JGC.

## **18 TERMINATION OF THE AGREEMENT**

18.1 This Agreement may be terminated by either party giving one hundred and twenty (120) calendar days' written notice of termination to the other party.

18.2 In the event the Board elects to terminate this Agreement under this provision, the obligations of the Board to make payments to the treating Physicians shall continue for services performed up to and including the date of termination but do not continue beyond that time period.

18.3 Notwithstanding Clause 18.1, either the Board or Doctors NS may terminate this Agreement by written notice to the other party to take effect immediately:

- (i) In the event that the legislation creating Doctors NS or the Board is repealed by the Nova Scotia Legislature, or Doctors NS or the Board become insolvent or bankrupt or make an assignment for the benefit creditors or receivers appointed of their business, or voluntary or involuntary petition in bankruptcy is filed or proceedings for the reorganization or winding up of Doctors NS or the Board are instituted;
- (ii) On the wilful misconduct or neglect of duty by either party or any of their servants, agents, or employees in relation to this Agreement.

## 19 ENTIRE AGREEMENT

19.1 This Agreement and the Schedules attached hereto or referred to herein constitute the whole Agreement between the parties and supersedes all prior agreements unless duly modified in writing and signed by both parties. No representation, warranty, agreement, statement, condition or undertaking not expressly contained herein shall be binding upon either party.

## 20 FORCE MAJEURE

20.1 Neither party will be liable for any delays or failure in performance under this Agreement caused by conditions beyond its reasonable control or without its fault or negligence. Such conditions include the following: acts of God or the public enemy; civil war, insurrections or riots; fires; floods; explosions; earthquakes; serious accidents; unusually severe weather; epidemics or quarantine restrictions; governmental priorities or allocation regulations or orders affecting materials; labour, equipment and facilities; fuel shortages; freight embargoes; strikes or labour troubles causing cessation, slowdown or interruption of work; and other similar events.

## 21 AUTHORITY

21.1 The signatories of this Agreement hereby personally warrant that they have the full power and authority to enter into this Agreement on behalf of their respective principals and that the person signing this Agreement on behalf of each has been properly authorized and empowered. Each party further acknowledges that it has read the Agreement, understands it, and agrees to be bound by it.

**IN WITNESS** whereof, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Signed, Sealed and Delivered  
In the presence of

**Workers Compensation Board of  
Nova Scotia**

*Per: Stuart MacLean*

(Witness)

Chief Executive Officer

**Doctors Nova Scotia**

Per **Nancy MacCready-Williams**

(Witness)

Chief Executive Officer

## **Appendix "A"**

### **ENHANCED PHYSICIAN SERVICES**

#### **ENHANCED PHYSICIANS SERVICES (EPS)**

EPS Physicians are those members of Doctors Nova Scotia who have expressed a special interest in injured workers, their treatment and return to work and have been designated by the Board as EPS physicians. In their work with the Board and injured workers, EPS physicians are governed by separate agreements with the Board signed by them individually.

- i) The Board may use an EPS Physician to provide consistency of care when there is no treating Physician.
- ii) The Board may choose to transfer a worker to an EPS Physician if the treating physician is not delivering on the commitments of this contract or if the worker requires an increased level of care.
- iii) If the treating Physician is unable to provide a comprehensive assessment or is not able to manage the complexity of a case, the treating Physician or the Board can refer the worker to an EPS Physician. Physicians can refer workers to an EPS Physician by making a request on a Form 8/10, or by contacting the Board case worker.
- iv) The Board may engage the services of an EPS Physician for such other purposes as the Board may require and the EPS Physician may agree to.

## **Appendix "B"**

### **FEE SCHEDULE**

#### **B1. Immediate Adjustments**

On the initial effective date of this contract the following one-time fee adjustments will be applied to the Board specific fee codes as noted:

##### **B1.1 WCB11 – existing RTW Service & Report fee**

- Increase 4.31%; the total of the April 1, 2013 + April 1, 2014 MSU increases.
- $\$123.40 + 4.31\% = \$128.72$
- This service fee will be split into an office fee and a report fee as follows:
  - Office Visit \$64.56
  - Report Fee \$64.16
  - Total \$128.72
  - See table in B.3 below for details

B1.2 The following General practitioner Board service codes will be increased by the total MSU fee increases from April 1, 2007 to April 1, 2014 for a combined total increase of 11.52%

- WCB12 – EPS Injury/RTW Services
- WCB13 – Requested Reports
- WCB15 – Case Conference

#### **B.2 Annual Escalator**

It is the Board's objective to remain aligned with the DHW-Physician Master Agreement – Medical Service Unit (MSU) escalation factor while also considering alignment with inflation.

B.2.1 All MSI service fees will be escalated by DHW-Physician Master Agreement – Medical Service Unit (MSU) negotiated escalation factor. It is important that the Board remain in step with the DHW.

B.2.2 All Board specific service fees will be escalated as follows:

- Based on the DHW-Physician Master Agreement – Medical Service Unit (MSU) negotiated escalation factor and CPI.
  - If the MSU is less than CPI, the Board will apply CPI to all Board specific service fees. The difference between the MSU and CPI is intended to be the Board contribution toward other Master Agreement programs relevant to the Board (eg: EMR, physician retention).



- If the MSU is more than CPI the Board will apply a maximum of CPI + 0.5%.
- If CPI is negative, the Board will apply 0.5%.
- If CPI is zero (or negative) and the MSU is zero, the Board will apply 0%.

Examples:

<b>MSU</b>	<b>CPI</b>	<b>Amount Paid</b>
2%	2.5%	2.5%
2%	1%	1.5%
2%	-0.5%	0.5%
0%	-0.1%	0%

B.2.3 The CPI figure used is the Statistics Canada NS Consumer Price Index (CPI) indicator of changes in consumer prices in the previous calendar year including all items.

B.2.4 These increases take effect April 1 of each year in alignment with the DHW-Physician Master Agreement scheduled fee increases which are implemented by Medavie.

B.2.5 Since the MSU has not yet been established for April 1, 2015 these fee increases will be delayed until the DHW-Physician Master Agreement is settled at which time the increases will be applied retroactively to April 1, 2015 for the MSI and Board fee codes. It is assumed this will occur before December 31, 2015. In the event this does not occur the JGC will define the approach to deal with the outstanding 2015 escalator by September 30, 2015 to provide adequate time for the WCB to respond before December 31, 2015 (the WCB fiscal year end).

### B.3 Fee for Service

It is the Board's objective to remain aligned with the Department of Health and Wellness master agreement for all non-Board codes and aim for logical alignment with Board codes, while recognizing any applicable differences.

The following table lists and describes the various services physicians provide to injured workers in Nova Scotia, the associated description, fee codes and fees.

#	Service Type	For Use by	Description – When Billable	Billing Code	Fee (see B.2 for Escalators)
1	All MSI Services	All physicians	All applicable services defined in the MSI Physician Fee Manual <u>not</u> otherwise defined below. These fees are marked up by 10/9 <sup>th</sup> (11%) with a WCB payment responsibility.	Standard MSI Fee Codes	MSI fee manual + 10/9 <sup>th</sup>
2	Return to Work Service - Office Visit	General Practitioners	Physician office visit for a work related injury or illness where RTW management is or maybe required. The report below is required.	MSI 03.04 Diagnostic interview and evaluation – described as comprehensive (billed as WCB payment responsibility)	\$64.56 (MSI - 24 units x 2014 MSU rate x 10/9ths)
3	Return to Work Service - Office Visit Report	General Practitioners	The Physician Report Form 8/10 required within 5 business days of the RTW office visit (#2 above). For certain conditions, the Board may request the completion of a different more injury specific report for which a different report fee will apply.	WCB 26 RTW Report Form 8/10	\$64.16

#	Service Type	For Use by	Description – When Billable	Billing Code	Fee (see B.2 for Escalators)
4	Enhanced Physician Services (EPS) RTW Service - Office Visit & Report	EPS Physician	EPS Physician RTW service office visit/assessment for a work related injury or illness. These cases are typically complex. A fully completed and comprehensive Physician Report Form 8/10 is required within 5 business days of the visit. Also see billing instructions for complex initial assessments below.	WCB12 EPS Service NOTE: modifier always necessary to indicate WCB EPS	\$171.24
5	Enhanced Physician Services (EPS) Extended Initial Visit	EPS Physician	For complex initial assessments exceeding 50 minutes, EPS physicians may bill an additional 15 minute increments to a maximum of 1 additional hour.	WCB12 EPS Service NOTE: modifier always necessary to indicate WCB EPS & initial visits (multiples allowed)	\$50 per 15 min to a maximum 4x
6	WCB Requested Reports	All physicians	The WCB specifically requests a report from a physician summarizing a worker's chart or answering specific questions. Billed in 15 minute increments.	WCB13 Requested Report	\$41.82 per 15 minutes – GP \$50.00 per 15 minutes – EPS (modifier necessary) \$56.25 per 15 minutes - SPE

#	Service Type	For Use by	Description – When Billable	Billing Code	Fee (see B.2 for Escalators)
7	Case Conferencing and Tele-conferencing	All physicians	<p>Case conferences:</p> <ul style="list-style-type: none"> <li>• may occur on request of any member of RTW team and case worker can arrange.</li> <li>• May entail either a phone call or meeting to discuss a specific case.</li> <li>• Billed in 15 minute increments.</li> </ul> <p>The WCB case worker or medical advisor must be in attendance with non EPS unless otherwise agreed with the case worker or medical advisor, in which case the case conference is only billable if the physician submits a short summary of the purpose and outcome of the case conference to the WCB.</p>	WCB 15 Case Conference	<p>\$41.82 per 15 minutes – GP</p> <p>\$50.00 per 15 minutes – EPS (modifier necessary)</p> <p>\$56.25 per 15 minutes - SPE</p>
8	Photocopies of Chart Notes	All physicians	The Board requests photocopies of chart notes from the physician.	<p>WCB17 Chart Notes</p> <p>NOTE: modifiers necessary to indicate page volumes</p>	<p>\$25 – minimum 10 pages or less</p> <p>\$50 – 11-25 pages</p> <p>\$100 - 26-50 pages</p> <p>\$150 – over 50 pages</p>
9	Carpal Tunnel Syndrome (CTS) Assessment Report	General Practitioners	The Board specifically requests this report regarding the worker's CTS condition from the physician. If an office visit is required, it may be billed as well (see #2 above).	WCB 20 CTS Assessment Report	\$64.16

#	Service Type	For Use by	Description – When Billable	Billing Code	Fee (see B.2 for Escalators)
10	SPE Follow-up Report	Specialists	Report following a specialist follow-up visit. There is no special form for this and it can only be billed with an office visit. A report is <u>not</u> required and will not be paid in the following circumstances: <ul style="list-style-type: none"> <li>• Inpatient hospital visit</li> <li>• Long term benefits worker with no change in treatment or medical status (if physician has been notified by Board of the worker's LTB status)</li> </ul>	WCB 21 – Specialist Follow-up Report	\$37.50
11	Long Term Benefits Follow-up Office Visit	All physicians	For LTB workers where the physician has been notified by Board that the injured worker is on LTB status. A report is not required (and will not be paid) unless there is a change in condition or treatment. (See definition of 'change' in section 1.0)	03.03 or 03.03A  Billed as WCB payment responsibility  Used for LTB Follow-up Visit	MSI fee + 10/9ths
12	Long Term Benefits Follow-up Report	General Practitioner	Billed with LTB Office Visit and only when the workers condition or treatment has changed (as defined in Section 1.0) using the Form 810. The report is due within 5 days of the visit.	WCB 26 LTB Follow-up Report	\$64.16
13	Eye Report	Specialist - Ophthalmologist	The Board specifically requests this report regarding the worker's specific eye condition. It may be billed with an office visit if required (see #2 above).	WCB 27 Eye Report	\$56.25

Notes:

- 1 Board fees are based on the estimated average time required to complete the service and the level of specialty. The hourly rates used to establish fees by specialty are as follows:

- GP – \$167.28 (\$150 escalated by 11.52%) per hour
  - EPS - \$200 per hour
  - Specialist – \$225 per hour
- 2 The Board will only pay for services for an approved workers' compensation claim that are related to the compensable injury or illness.  
  
2.1 Notwithstanding #2 above, if the worker's claim is denied, the Board will pay for the initial visit only; all subsequent visits must be billed to MSI.
  - 3 The Board does not pay for missed appointments. Standard physician office policy applies.
  - 4 Requests for chart notes and reports received from WCAT or WAP must be billed directly to the requestor.
  - 5 The Joint Governance Committee will review the WCB15 case conferencing and tele-conferencing provisions to consider allowing non-EPS physicians to conduct case conferences without WCB in attendance in certain circumstances, and determine if changes are required.

## **APPENDIX “C”**

### **COMMITTEE TERMS OF REFERENCE**

#### **Joint Governance Committee (JGC)**

##### **Purpose:**

This committee provides contract management, leadership and oversight to assure the contract is achieving the defined objectives and facilitates regular dialogue/discussion on topics of mutual interest in the provision of medical services to injured workers.

##### **Scope/Goals:**

- a) Contract Management – to monitor and assure the contract is achieving the desired outcomes.
- b) Clarification/Interpretation – to provide clarity and interpretation of the contract terms and conditions as required.
- c) Contract Amendments – to amend the contract terms and conditions as necessary to resolve issues no more than once per year.
- d) Communication & Training – to assure an effective communication and training plan is established and executed for initial contract implementation and thereafter where required to assure all physicians and the Board understand their obligations. To collaborate on external communications related to the contract.
- e) Establish Adhoc Working Groups – as necessary to address specific opportunities or issues. All working group results and recommendations are reported to the JGC for final decision.
- f) Contract Compliance & Quality Management – to review and approve the plan developed by the Board to monitor and manage contract compliance and to assist the Board with remedial action as deemed appropriate by the JGC.
- g) Information sharing – to keep the respective organizations apprised of issues and developments of mutual relevance.
- h) Consultation and input - into the Board's relevant positions, practices, program development and other areas that may impact the interface between the physicians and the Board or impact the physician's office operations (e.g.: procedures, processes, forms, technology, etc.).
- i) Advisory – to provide advice on communication and education of physicians in relation to service delivery to injured workers, policy, program and other mutually relevant processes.

- j) Continuous improvement - to identify, present and action opportunities, issues and concerns regarding the relationship, operations and quality of care.
- k) Sub-committees – to establish, guide and monitor the work of subcommittees to serve the management of the contract as necessary (e.g.: the Fees Advisory Sub-Committee to review and make recommendations to the JGC on matters related to services and fees).

### **Membership:**

Membership will be joint including:

- Board:
  - Director Health & Extended Benefits.
  - Chief Medical Officer
  - Manager, Service Provider Relationships.
  - Manager, Health Services.
- DNS :
  - DNS Representative
  - 4 Physician Representatives.

For the first year the JGC will include at least two members (one from the Board and one from DNS/Physicians) that participated in the original negotiations for this contract.

To assure continuity within JGC, the term of physician membership will be staggered as follows:

- Two (2) physicians for three (3) years renewable for two (2) years.
- Two (2) physicians for two (2) years renewable for two (2) years.

JGC members are not permitted to send delegates to JGC meetings on their behalf.

### **Meetings:**

Meeting frequency – Initially the JGC will meet monthly for the first 6 months during a period of stabilization. Once stabilized meetings will occur four (4) times per year (no less frequently than twice a year).

Meetings are expected to be two (2) hours in duration.

The JGC will be co-chaired by the representative from DNS and one of the Board representatives.

Agenda development and scheduling is the responsibility of the co-chairs.



Meeting dates to be established with a minimum of two months advance notice. Meeting agenda and relevant documents and meeting minutes circulated two weeks in advance of the next scheduled meeting.

All members are expected to review materials in advance of the meetings.

Meetings will occur at the Board, DNS or other sites deemed appropriate by the co-chairs. 50% of meetings annually will be conducted via teleconferencing or web conferencing.

The co-chairs will be accountable to ensure minutes are distributed within 14 days of each meeting.

Members of established sub-committees may be invited to attend the JGC from time to time and vice versa to discuss specific issues.

### **Decision Making**

The JGC holds the decision making authority related to:

- The terms and conditions of the contract or the interpretation of same, including fees; and
- The terms of reference for the JGC and any subcommittees.

Decisions will occur based on consensus. If consensus cannot be reached Dispute Resolution (Article 16) will be invoked.

Members of JGC shall participate in the spirit of cooperation and act in good faith to foster a collaborative working environment and maintain channels of communication to optimize the outcomes.

Quorum must exist at each meeting. A quorum consists of three (3) Board representatives and three (3) DNS representatives.

### **Guidance**

Members of the JGC will obtain guidance and/or decision-making authority from their respective organizations as required (e.g.: CEO, Board of Directors, etc.).

Failure to participate in the JGC by either party constitutes a breach of contract which will be handled based on provisions defined in the contract.

### **Resources and Budget:**

- a) Board will provide administrative support at no cost for basic committee support (i.e.: coordinating agendas, booking rooms, taking minutes and setting up conference bridges.) subject to annual review of work volume requirements.
- b) DNS committee members are entitled to an honorarium and other assistance as determined by DNS. Travel time and travel costs will be covered by DNS as per standard policies. 50%

of the DNS costs incurred will be recovered from the Board for pre-approved JGC and JGC sub-committee related work.

- c) DNS invoices will be submitted to the Board quarterly with Q4 invoices submitted no later than Jan 7 of the subsequent year.
- d) The JGC may engage external resources/subject matter experts as deemed necessary.
- e) The JGC is required to pre-approve all committee activity that requires funding and must manage within the approved budget (which initially contemplates a maximum of 2 subcommittees per year, each with 2 physician representatives and 6 meetings per year and may be adjusted as determined jointly by the Board Director and DNS Director).

## Appendix D

### Principles and Commitments

#### **Mutual Commitments:**

##### 1. Minimize the Human Toll - Work is healthy and it matters:

- We will strive to prevent prolonged absence from one's normal roles, including absence from the workplace which research shows is detrimental to a person's mental, physical and social well-being.
- We will work collaboratively toward a common goal of safe and timely RTW where:
  - safe is when the workers job assignment matches the workers current functional abilities; and
  - timely is the earliest possible time the employer is able to accommodate,
- We will support safe transitional work assignments.

##### 2. Minimize the Financial & Economic Toll :

We understand and accept that 100% of all costs related to workplace injury/illness and all associated health care is paid for by the employers of NS through Board insurance premiums. In addition to premiums other costs include:

- For workers: lost wages, benefits, participation in pension plans including CPP and future earnings potential;
- For employers: cost of employee backfill, replacement and retraining; lost productivity; downside pressure on competitive advantage;
- For NS: high premiums and a generally unhealthy workforce causes employers to leave NS and discourages new employers from coming.

Consequently we will work collaboratively to assure that health decisions and treatments consider:

- Canadian Medical best practice and guidelines.
- American College of Occupational and Environmental Medical (ACOEM) guidelines. <http://www.acoem.org/PracticeGuidelines.aspx> (This is a subscription service) Specific information can be furnished by the WCB upon request.
- Board's position statements many of which are rooted in clinical research.
- The Medical Disability Advisor recommendations.
- The requirement for prompt access to necessary services and treatments.

##### 3. Relevant Workers' Compensation NS Legislated Obligations

We recognize and understand there are many players in the workplace injury insurance system each with a collection of legal requirements including but not limited to:

###### 3.1 The physician is required to:

- Report all work related injuries and illness to the Board via the completion of the Board Physician Report 8/10.
- Charge the fees allowed in the schedule and only bill where services are rendered.
- Provide the Board any information requested regarding a worker claiming compensation, that is deemed relevant by the Board, in a timely manner.
- Adhere to privacy obligations and legislation.

3.2 The Board is mandatorily required to adhere to all legislation, regulation and policies as the NS public workplace insurance provider including but not limited to:

- Furnish and pay for benefits and services required as a result of the workplace injury/illness.
- Cover the cost of services determined to be necessary and expedient as a result of the work related injury.
- Ensure that the products or devices that satisfy the worker's needs are chosen in the most cost-effective manner including prescription medication.

3.3 The worker has a legislated requirement to:

- Promptly report all workplace injuries or illnesses to their employer.
- Demonstrate that work for an employer covered under the scope of the *Act* caused or contributed to the injury (in order for a Board claim to be approved for benefits and services).
- Cooperate in their treatment and care. Specifically, under Section 84 of the *Act* the worker is legally required to:
  - take all reasonable steps to reduce or eliminate any permanent impairment and loss of earnings resulting from an injury;
  - (b) seek out and co-operate in any medical aid or treatment that, in the opinion of the Board, promotes the worker's recovery;
  - (c) take all reasonable steps to provide to the Board full and accurate information on any matter relevant to a claim for compensation;  
and
  - (d) notify the Board immediately of any change in circumstances that affects or may affect the worker's initial or continuing entitlement to compensation.

- The Board may suspend, reduce or terminate any compensation otherwise payable to a worker pursuant to this Part where the worker fails to comply with the requirement above.
- To notify the Board immediately of any change in circumstances that may affect entitlement to compensation and to communicate and collaborate with the Return to Work team including health care professionals.

#### 3.4 The employer has a legislated requirement to:

- Report to the Board, within 5 business days, all work related injuries or illnesses resulting in time loss or the need to health care including a detailed description of what happened.
- Offer to re-employ or accommodate an injured worker where the worker has been employed for at least 12 months (excluding construction) to the point of undue hardship (Generally applies to employers who employ 20 or more workers).
- Not prevent a worker from making a claim, encourage the worker to not make a claim or penalize a worker for doing so;
- Contribute to the provincial accident fund for workers' compensation costs and not seek any contribution towards those costs from a worker
- To communicate and collaborate with the Return to Work team including health care professionals.

#### 3.5 Opioid Management

We will work cooperatively and collaboratively to assure that worker/patient safety remains at the forefront when prescribing/approving opioids and that we consider less risky treatment alternatives guided by the Nova Scotia College Physicians & Surgeons Right Tool for the Job, applicable policies and Canadian National Standards.

#### **Doctors NS Commitments:**

- 3.6 Doctors NS and its members recognize the Board must adhere to the requirements and principles contained in the *Workers' Compensation Act* in the management of all claims for compensation.
- 3.7 Doctors NS recognizes that poor RTW performance, high rates of absence from work, high rates of disability and high use of opioids in NS are costly from both a financial and a human perspective for patients and also for employers and for the healthcare system. Doctors NS therefore supports improved provincial performance.
- 3.8 Doctors NS is committed to the success of this agreement and will work with the Board through the Joint Governance Committee to ensure its success.

3.9 Doctor NS will make its communication vehicles reasonably available to promote the principles of this Agreement, which may include the Doctors NS Magazine, the Doctors NS Website, and routine email updates to physicians, etc.

3.10 Doctors NS will support the Board in navigating changes in the standard provincial Electronic Medical Records (EMR) systems for mutual benefit of physicians and the Board.

### **Physician's Commitment:**

Physicians are committed to:

#### ***Quality Care***

3.11 Adhering to the Nova Scotia College of Physicians and Surgeons Policies and Guidelines including but not limited to:

- Policy Regarding Disruptive Behaviour by Physicians
- Policy Regarding Review of Monitored Drug History Before Prescribing
- Guidelines for Third-Party Examinations and Reports
- Guidelines for the Use of Controlled Substances in the Treatment of Pain
- Guidelines for Completing Patient Forms
- Conflict of Interest Guidelines
- Medical Legal Reports Guidelines
- Guidelines of Physician Interaction with Industry

3.12 Support and encourage the worker to meet their legislated responsibilities to cooperate in their treatment and care (as outlined in 3.3).

3.13 Choose diagnostics, testing and specialist referrals wisely.

3.14 Be a positive force in helping workers understand that working contributes to injury recovery and overall health and wellness.

#### ***Safe and Timely Return to Work***

3.15 Work collaboratively

- Have a high level understanding of how the workers' compensation insurance system works, the Board RTW approach, the various roles and responsibilities of the RTW team members, the medical disability advisor guidelines and the services available (the Board will provide information to assist in this understanding).
- Utilize EPS physicians where needed to help assure workers successful RTW.
- Comply with Board programs and avail contracted service providers designed to provide expedited access and consistent services to injured workers.

3.16 Communication

- Advise workers and the Board if they do not wish to treat workplace injuries.
- Report all work related injuries to the Board recognizing that pursuant to s. 108 of the Act, no person can be charged for medical aid associated with a work related injury other than the Board.
- Complete the reports fully, legibly and provide high quality information necessary to ensure expedient benefit and service provision to the injured worker, and defensible decision making.
- Report on time as agreed to herein to assure there is no delay in treatment and services for the worker.
- Inform the Board of any factors that may influence the worker's RTW success or impede recovery (i.e.: work related, social, psychological, psychiatric).
- Contact the Board case worker or medical advisor with questions or concerns.
- Provide the Board with any information it requests concerning any worker claiming compensation who consulted with them pursuant to s. 109(a) of the Act.

### **Workers' Compensation Board's Commitments:**

3.17 The Board recognizes the importance of collaboration and agrees to:

- Pay all approved invoices in a timely manner as agreed to herein.
- Keep the treating physician informed and engaged throughout the RTW process while working together to prevent unnecessary delays in decisions or services.
- Work collaboratively with the physician to resolve conflicts and complex matters.
- Share the physician's interest in appropriate treatment and best outcome for the worker.
- Recommend to the treating physician a referral to an EPS Physician should a Physician not be able to provide assessments and treatments requested by the Board.
- Fulfill the role of RTW Coordinator.

The Board will work to include all Board forms in Electronic Medical Record

