

**AGREEMENT BETWEEN THE
WORKERS' COMPENSATION BOARD (WCB) OF SASKATCHEWAN**

AND THE

SASKATCHEWAN MEDICAL ASSOCIATION (SMA)

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THIS AGREEMENT made in duplicate

BETWEEN:

THE WORKERS' COMPENSATION BOARD

A corporation continued pursuant to the provisions of s. 9(1) of
The Workers' Compensation Act, 2013, c. W-17.11, S.S. 2013,
and amendments thereto ("the Act"), with Head Office at 200 – 1881 Scarth
Street in the City of Regina, in the Province of Saskatchewan

(Hereinafter referred to as "the WCB")

-and-

THE SASKATCHEWAN MEDICAL ASSOCIATION

(CMA SASKATCHEWAN DIVISION)

A corporation continued pursuant to the provisions of s. 3(1) of
The Saskatchewan Medical Association Act, c. 04, S.S. 1999,
and amendments thereto ("the SMA Act"), with Head Office at 201 – 2174 Airport
Drive in the City of Saskatoon, in the Province of Saskatchewan

(Hereinafter referred to as "the SMA")

1. WHEREAS the WCB and the SMA have developed and wish to continue a collaborative relationship for the mutual benefit of injured Workers, employers and Physicians;
2. AND WHEREAS the SMA and WCB wish to negotiate certain terms relating to the treatment of injured Workers and the remuneration of physicians;

3. AND WHEREAS the WCB and the SMA have reached an agreement regarding the treatment of injured Workers, reporting to the WCB and the remuneration of Physicians as outlined herein.

4. THEREFORE, in consideration of the mutual promises given in this Agreement, the SMA, on behalf of its members and the WCB agree as follows:

Term

5. The term of the Agreement shall be for a period of five years commencing October 1, 2020 and expiring September 30, 2025.
6. None of the terms of this Agreement will be retroactive unless expressly stated.
7. Unless specifically agreed otherwise, where any pre-existing fees are adjusted under this Agreement those adjustments will have an effective date of October 1st, 2020.
8. Due to operational and systems change requirements, unless specifically stated otherwise, any changes in business rules for the submission of reports and invoices will become effective thirty (30) days after written notice is provided by the WCB to the SMA (the "Date of Implementation").
9. Retroactive payments will not be made and recognition of retroactivity will be accounted for in the fee code schedule as of the date of implementation.
10. Retroactivity will be based on the fee codes and the effective date of any fee increase listed in Schedule A and B.

Definitions

11. When used in this Agreement, the following terms shall have the following meanings:
 - 11.1 "*Injury*" has the same meaning as in the Act.
 - 11.2 "*Medical Aid*" has the same meaning as in the Act.
 - 11.3 "*Physician*" shall include any individual, professional corporation or partnership that provides medical services as defined by the College of Physicians and Surgeons of Saskatchewan and represented by the SMA.
 - 11.4 "*Specialist*" shall have the meaning as defined by the College of Physicians and Surgeons of Saskatchewan.
 - 11.5 "*Worker*" or "*Injured Worker*" means an individual who the WCB determined has sustained an injury under the Act and is entitled to Medical Aid under the Act.

Relationship

12. 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, the authority and jurisdiction of the WCB under the Act shall prevail.
13. The WCB recognizes the SMA as the exclusive representative of its members.

- 13.1 The WCB will not enter into separate Agreements with individual Physicians and/or groups of Physicians that have the effect of amending any of the provisions of this Agreement in its application to those Physicians, without the express written consent of the SMA.
- 13.2 The SMA will take all reasonable steps to ensure the support of this Agreement by its members.
14. The WCB agrees to consult with the SMA before implementing changes, which will materially affect the working relationship between the WCB and Physicians who perform services for the WCB.
15. The WCB agrees that it will not adopt and/or implement any new forms or reports, or significantly modify existing forms or reports that will be, or are, required to be completed by Physicians, before it has fully consulted with the SMA. Such consultation will allow for comment and input into the design of the forms or reports and their implementation. While ownership of the form will remain with the WCB, mutual agreement on design will be confirmed in each circumstance.

Liaison Committee

16. The WCB and the SMA will participate in a WCB/SMA Liaison Committee ("Liaison Committee").
17. Membership on the Liaison Committee shall consist of at least one member representing the SMA and at least one member representing the WCB. By Agreement, the membership on the Liaison Committee may be expanded but in no case will the representation of the two parties be

unequal. Each party will assume the costs of their own member's participation.

18. One representative of the SMA shall be a senior staff member and one representative of the WCB shall be the Chief Medical Officer.
19. The Liaison Committee will determine its own procedures by mutual agreement.
20. The Liaison Committee will meet at the call of the chair. The chair of the committee will alternate between the SMA and the WCB as determined by the committee by mutual agreement. The business of the committee may occur in person, by teleconference or by written/electronic correspondence.
21. The Liaison Committee's procedures will be reviewed as required by mutual agreement.
22. The Liaison Committee will review matters affecting the relationship between the WCB and the SMA, whether of its own volition or in response to referral from either party, or both, and will make recommendations to the parties on those matters. The Liaison Committee will attempt to resolve any disagreements between the WCB and the SMA, which are referred to it by joint Agreement of the parties.
23. The Liaison Committee's specific objectives include but are not limited to:
 - 23.1 Improved disability management for injured Workers.

- 23.2 Physician education specific to the medical management of injured workers.
- 23.3 Consultation and input to WCB policies relevant to clinical practice, including forms development, and reporting requirements, including those requiring associated fee determinations.
- 23.4 Dispute resolution with respect to issues referred from the SMA or the WCB.
24. The Liaison Committee may from time to time establish an ad-hoc information sub-group to explore, develop, prototype and implement technological solutions that are seen to be mutually beneficial to the WCB and the SMA.
25. Where technological opportunities are identified which would benefit the WCB, but impose costs on the members of the SMA, the WCB will not implement such opportunities without first reaching an Agreement with the SMA on responsibility for those costs. These costs are restricted to those, which are necessary to implement the WCB technological opportunity.
26. The Liaison Committee will prepare a report to the parties as required and with mutual agreement. That report will identify the issues that have been reviewed by the Liaison Committee as well as any recommendations, which the Liaison Committee wishes to make arising from any of those issues.

Scope of Agreement

27. This Agreement shall apply to all Medical Aid provided by Physicians in the province of Saskatchewan and to all reporting required of those Physicians by the WCB under the Act. The scope of this Agreement shall include but not be limited to visits, reports, consultation, and services including those provided on an expedited basis to Workers.

28. All issues concerning this Agreement, including authorization requests, shall be addressed to:

Chief Medical Officer
Saskatchewan Workers' Compensation Board
115 – 24th Street East
Saskatoon, SK, S7K 1L5
Fax# (306)933-8495

29. Either party may amend any of their contact details specified in this Agreement on notice to the other party.

30. The parties herein acknowledge that some Physicians in the Province of Saskatchewan have entered into separate agreements with the WCB relative to the provisions of Medical Aid to Workers in the province. If the terms of those agreements conflict with the terms of this agreement, those agreements shall govern. Upon expiry of those agreements any new early reporting agreements will respect this agreement.

Reporting and Reporting Fees

31. Report requirements and related fees for general practitioners and specialists are outlined in Schedule A and B attached and forms part of this Agreement.

Fees for Medical Services

32. The WCB shall pay Physicians the same rates as are specified in the *Saskatchewan Health Payment Schedule for Insured Services provided by a Physician* as amended from time to time.
33. The WCB will use reasonable efforts to implement any subsequent changes to the *Saskatchewan Health Payment Schedule for Insured Services provided by a Physician*, including rate changes, rule changes and the addition of new items within thirty (30) days of receiving notice of those changes.
34. The WCB shall engage the Medical Services Branch (MSB) of Saskatchewan Health in discussions to determine the feasibility of utilizing the MSB billing, reconciliation and payment system for services provided by Physicians to injured Workers.
35. The Saskatchewan Health Medical Services Branch rules for fee for service billings shall apply.

Expedited Services

36. Physicians shall have access to expedited services for injured workers including diagnostic testing and those services provided through early reporting agreements by completing the pertinent request form or contacting directly:

Manager, Health Care Services
Saskatchewan Workers' Compensation Board
115 – 24th Street East
Saskatoon, SK S7K 1L5
Fax# (306)787-2428

Physicians Role in Recovery and Return to Work

37. The SMA will encourage Physicians to assist injured Workers in receiving the benefits they are entitled to under the Act.
38. The SMA endorses the "Role of the Physician" in the recovery and return to work of the injured Worker as outlined in the WCB publication entitled "A Support Package for Physicians Treating Injured Workers". The publication is accessible to the SMA membership and the public through the WCB public website at www.wcbask.com.
39. The SMA will be consulted prior to any changes or updates to this publication.

Communications to Physicians

40. The SMA will provide and distribute copies of this Agreement to the SMA membership and with the assistance of the WCB will undertake the education related to this Agreement.
41. The WCB will create a summary of its policies and procedures that will be of assistance to Physicians providing fee-for-service services to the WCB and will make such information available to all such Physicians.

42. When new policies and procedures are adopted, the WCB will make such new or changed policies and procedures available to all such Physicians.

Changes in Legislation

43. In the event that provincial or federal legislation is proclaimed which renders any part of this Agreement invalid or unenforceable, the balance of this Agreement will be deemed to be severed and shall remain in full force and effect. The parties will negotiate new provisions, which, to the extent legally possible, will carry out the original intent of those provisions, which are invalid or unenforceable. Should the parties be unable to agree, and then the difference will be settled in accordance with *The Arbitration Act, 1992*.

Termination

44. This Agreement will expire on September 30, 2025.

Renewal

45. At least ninety (90) days prior to the end of the current term, either party may give Notice of Intention to renegotiate the term for a further one-year term. In the absence of a Notice of Intent to renegotiate, the term of this Agreement shall be so extended.
46. At least ninety (90) days prior to the end of the term, or in the event a Notice of Intention to renegotiate has been served, within thirty (30) days of the service of that Notice, either party may give Notice of Intent to Renegotiate any term(s) of the 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:

The parties reaching an agreement regarding the end of the term;
and

Six (6) months from the expiry of the current term.

Dispute Resolution

47. Any dispute regarding the application or interpretation of any part of this Agreement shall be referred to the Liaison Committee for resolution on such terms as the Committee deems appropriate.
48. In the event any dispute arises that cannot be resolved at the Liaison Committee, the dispute will be forwarded by the Liaison Committee to the CEO, WCB and the CEO, SMA or their representatives, for final resolution.

General

49. This Agreement will be governed by the laws of Saskatchewan.
50. Schedule A and B attached to this Agreement has the same force as if set out in the body of this Agreement.
51. The WCB shall have the right to set off any amount due and owing to a Physician as against any amount due to the WCB by the Physician under this Agreement or otherwise. Any dispute as to the amount to be set off may be referred by either party to the Liaison Committee for resolution.

52. This Agreement constitutes the entire and exclusive agreement between the WCB and the SMA and supersedes all prior negotiations 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 the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.

Confidentiality

53. A Physician's chart shall be the property of and under the control of the Physician. Such portions as the WCB indicates are necessary shall be provided to the WCB in order for the WCB to fulfill any duty or make any decision under the Act upon which the WCB may make further copies and allow further access in accordance with the Act.
54. Physicians may provide a Worker or that Worker's representative with copies of the Physician's chart or other information relating to that Worker in its possession provided that the Physician utilizes and adopts at least the same means of guarding any such information from disclosure as it does for other records in its possession.
55. Nothing in this Agreement shall be construed so as to authorize a Physician to release information to any third party, including a Worker's employer, without the Worker's written consent or to restrict the disclosure of information where otherwise authorized or required by law.

Conflict of Interest

56. The SMA will be available to advise their members that services to Workers will be provided without any conflict of interest as outlined by the Canadian

Medical Association's Code of Ethics in the section on "Responsibilities to the Patient". Any perceived or actual conflict of interest identified may be referred to the Liaison Committee for resolution.

SIGNED at the City of Regina in the Province of Saskatchewan this
1 day of October, 2020.

The Workers' Compensation Board

Per: Philip Herman

SIGNED at the City of Saskatoon, in the Province of Saskatchewan this
15th day of OCTOBER, 2020

Saskatchewan Medical Association

Per: B. Burnett

Schedule A

Physician service fees and fee codes for reporting

The following are fees and fee codes for physician services. All fees will be adjusted annually using the General Practitioner (GP) Composite Index for fee for service payments negotiated by the Saskatchewan Medical Association and the Saskatchewan Ministry of Health.

Service	Fee Code	Effective April 1, 2019	Effective October 1, 2020	Effective April 1, 2021
Reports				
Initial (PPI)	650	\$61.44	\$64.82	\$67.74
- If submitted using WCB's online services, add:	651	\$12.95	\$13.66	\$14.28
Progress (PPP)	660	\$38.17	\$40.27	\$42.08
- If submitted using WCB's online services, add:	661	\$12.95	\$13.66	\$14.28
Complicated Consultations (Specialist or GP Specialist)¹, add:	119	\$98.20	\$103.60	\$108.26
Special Opinion, on Request (relationship or percentage of functional impairment), add:	97	\$245.44	\$258.94	\$270.59
Research Fee when requested by the WCB (per 10 minutes)				
Specialist	178	\$49.15	\$51.85	\$54.19
General Practitioner	177	\$44.26	\$46.69	\$48.80
Telephone Consultations²				
First 10 minutes:				
- Specialist	126	\$49.15	\$51.85	\$54.19
- General Practitioner	1126	\$44.26	\$46.69	\$48.80
10 to 15 minutes:				
- Specialist	128	\$65.46	\$69.06	\$72.17
- General Practitioner	1128	\$58.72	\$61.95	\$64.74
Each additional 15 minutes:				
- Specialist	164	\$65.46	\$69.06	\$72.17
- General Practitioner	1164	\$58.72	\$61.95	\$64.74
RHCS4 – Treatment Implementation	179	\$34.26	\$36.14	\$37.77
If received by the WCB within 5 days of the report request ³ , add:		\$25.00	\$25.00	\$25.00

Notes:

¹ Conditions involving more than one area of the body or Chronic Clients (those with injuries older than 12 weeks).

² Initiated by the WCB or a health care provider currently treating the injured worker. Synopsis of the consultation to be included in patient's chart.

³ Not increased due to GP Index.

PG
BS

Schedule B
Physician service fees and fee codes
not covered by Saskatchewan Health

Service	Fee Code	Effective April 1, 2019	Effective October 1, 2020	Effective April 1, 2021
Counselling on Return-to-Work (RTW) and Completion of an employer-provided restrictions/functional abilities/RTW form¹ (per 10 minutes or major portion)	640	\$46.76	\$49.33	\$51.55
Hospital Management² (per hospital stay)	199	\$129.45	\$136.57	\$142.72
Traumatic Brain Injury Consultation				
Chair	89	\$1,024.21	\$1,080.54	\$1,129.17
- Actual time spent in excess of 2.5 hours (per hour)	1189	\$410.10	\$432.66	\$452.12
Member	189	\$819.16	\$864.21	\$903.10
- Actual time spent in excess of 2.5 hours (per hour)	1089	\$327.25	\$345.25	\$360.78
Cardiac (per hour)				
Chair	42	\$410.10	\$432.66	\$452.12
Member	142	\$327.25	\$345.25	\$360.78
Cardiopulmonary – Medical Consultant				
Chair	5	\$1,229.26	\$1,296.87	\$1,355.23
- Actual time spent in excess of 2.5 hours (per hour)	1150	\$410.10	\$432.66	\$452.12
Member	150	\$981.75	\$1,035.75	\$1,082.35
- Actual time spent in excess of 2.5 hours (per hour)	1050	\$327.25	\$345.25	\$360.78
Medical Review Panel				
Chair	15	\$1,637.28	\$1,727.33	\$1,805.06
- Actual time spent in excess of 2.5 hours (per hour)	1115	\$410.10	\$432.66	\$452.12
Member	1015	\$1,310.03	\$1,382.08	\$1,444.28
- Actual time spent in excess of 2.5 hours (per hour)	1215	\$327.25	\$345.25	\$360.78
Medical Board				
Member	190	\$819.16	\$864.21	\$903.10
- Actual time spent in excess of 2.5 hours (per hour)	1190	\$327.25	\$345.25	\$360.78
Chaperone Fee (per 15 minutes)	85	\$81.88	\$86.38	\$90.27

Notes:

¹ For patient counselling regarding early return-to-work and completion of an employer provided return-to-work/restrictions/abilities form. Billable at any session where an employer provided form is completed and returned to the employer. Visit fee and WCB report form is also billable at the same visit.

PG
BS

² Billed by most responsible physician (MRP) and/or physician completing discharge summary, for inpatient hospital stays. Includes discussion with patient regarding expectations for recovery and return-to-work. Billed at or near time of discharge, with notation in patient's chart.

****The WCB reserves the right to withhold payment for incomplete or illegible reports received.***

****All fees listed in Schedules A and B will be adjusted annually over the term of this agreement beginning April 1, 2022 using the negotiated SMA/Ministry of Health GP composite index for fee for service payments. If this index is unknown at any annual date for adjustment then the adjustment will occur within 30 days of the index becoming known and communicated to the WCB by the SMA.***

****Fee code items may be added, modified or deleted by mutual consent of the SMA and WCB during the term of this agreement.***