

**YUKON MEDICAL ASSOCIATION
PHYSICIAN SERVICES MEMORANDUM OF AGREEMENT**

This Agreement made in Whitehorse, Yukon, effective April 1, 2023

BETWEEN:

WORKERS' SAFETY AND COMPENSATION BOARD,
established under the *Workers' Safety and Compensation Act*
401 Strickland Street, Whitehorse, Yukon, Y1A 5N8

("WSCB")

AND:

YUKON MEDICAL ASSOCIATION,
an association established under the *Yukon Societies Act*
#5 Hospital Road, Whitehorse, Yukon, Y1A 3H7

("YMA")

BACKGROUND

A. WSCB is created by and responsible for the administration of the *Workers' Safety and Compensation Act*, S.Y. 2021, c.11, as amended (the "Act"), under which it has the authority to provide health care and rehabilitation services to workers who sustain injuries that arise out of and in the course of their employment.

B. Section 113 of the *Act* requires medical practitioners and other health care providers to provide WSCB with a first report within two days after the first attendance on a worker who has or may have suffered an injury at work; as well as progress reports considered appropriate by the medical practitioner; and progress reports, including functional ability reports as WSCB requires from time to time.

C. Yukon Medical Association, acting on behalf of physicians in the Yukon, has entered into this Agreement with WSCB to set out the terms and conditions under which the Physicians will provide services to injured workers and WSCB under the *Act*.

Therefore the parties agree as follows:

1.0 This Agreement

1.1 This Agreement, together with all the schedules and appendices, will be read collectively and constitutes the whole Agreement between the parties, and no oral or written representations on its subject matter are valid unless incorporated in this Agreement by amendments made in writing.

1.2 Prior memorandums of agreement are terminated and superseded by this Agreement as of the date this Agreement comes into effect.

1.3 WSCB recognizes YMA as the sole and exclusive representative for Physicians in the Yukon.

1.4 If a physician has, or is considering, entering into an agreement with WSCB, and has asked to be represented by YMA and YMA has agreed to act for the physician, WSCB will recognize YMA as the physician's representative in the negotiations.

1.5 This Agreement does not govern the relationship between WSCB and the medical consultant(s) hired by WSCB to provide services under Part 4 Division 12 of the Act.

2.0 Definitions and Interpretation

2.1 In this Agreement:

"2022 YG-YMA Agreement" means the Memorandum of Understanding between the Government of Yukon, Department of Health and Social Services and the Yukon Medical Association- April 1, 2022 to March 31, 2025, incorporated by reference into this Agreement.

"Injured worker" means an individual as defined in the Act who is entitled to compensation under the Act and who receives Services under this Agreement.

"Insured Services" means an insured medical service, as defined in the *Yukon Health Care Insurance Plan Act*, but does not include WSCB Unique Services.

“Liaison Committee” means the committee established under section 6.0 of this Agreement that oversees the administration of this agreement on behalf of the parties.

“Physician” means a medical practitioner registered and in good standing with the Yukon Medical Council, as defined and established under the *Medical Profession Act*, RSY 2002, c.149 , as amended.

“WSCB Unique Services” means the services requested by WSCB, as further set out in Schedule A.

3.0 Statement of Principles

3.1 The parties agree on the importance of quality of services and timeliness of medical reports requested and provided under this Agreement.

3.2 The parties recognize the importance of stay at work and early and safe return to work for injured workers. This incorporates recognition that return to work includes transition from lighter duties through to pre-injury duties, modified duties and modified work.

3.3 The parties acknowledge the principles of the Canadian Medical Association’s Policy Guidelines- *The Treating Physician’s Role in Helping Patients Return to Work after an Illness or Injury* (updated 2013) and the physician’s role in helping patients return to work after an illness or injury.

3.4 The parties recognize the role and responsibility of physicians and WSCB to adhere to the requirements of the *Act* in the management of a worker’s compensation claim, including

- a) section 113 of the *Act* which requires medical practitioners and other health care providers to provide WSCB with a first report within two days after the first attendance on a worker who has or may have suffered an injury at work; as well as progress reports considered appropriate by the medical practitioner; and progress reports, including functional ability reports as WSCB requires from time to time.

4.0 Term

4.1 The term of this Agreement is from April 1, 2023 to March 31, 2026.

4.2 Either party may terminate this Agreement upon sixty (60) days written notice to the other Party at the addresses shown in the recitals.

5.0 Services

5.1 This Agreement is for the provision of medical services provided by Physicians to injured workers, including Insured Services and WSCB Unique Services (collectively, the "Services"). The Services will be provided in compliance with all schedules, criteria, policies and procedures set out in the Act and this Agreement.

5.2 WSCB Unique Services and fees are set out in Schedule A to this Agreement.

5.3 The Liaison Committee may propose and develop additional services to be added to WSCB Unique Services and any additional services must be agreed to in writing by the Parties by amendment to this Agreement.

6.0 Liaison Committee

6.1 The Parties will each designate two (2) members and one alternate, who will constitute the Liaison Committee.

6.2 The Parties will notify the other party on a timely basis of the names of the individuals who have been designated to serve on the Liaison Committee and their contact information.

6.3 The Liaison Committee will address the interpretation, application and administration of this Agreement including standards and protocols for treatment, administrative issues such as timeliness, rates, legibility, billing and technological matters, as well as the annual speaker for the YMA annual general meeting.

6.4 The Liaison Committee will meet on an as needed basis as requested by either party during the term of this Agreement.

6.5 The Liaison Committee will determine its own procedures and each party is responsible for costs of their own members' participation.

7.0 Payment

7.1 Insured Services Fee Schedule

7.1.1 WSCB will compensate physicians in accordance with Payment Schedule 1 referred to in section 4 and the definitions of the 2022 YG-YMA Agreement, for providing Insured Services to injured workers.

7.1.2 The fee increases to Insured Services that form part of the 2022 YG-YMA Agreement that will be applied to this Agreement are as follows:

April 1, 2023 an increase of 2%;

April 1, 2024 an increase of 2%;

April 1, 2025 an increase of 2.5%;

7.2 WSCB Unique Services

7.2.1 WSCB will compensate physicians for providing WSCB Unique Services to injured workers in accordance with the fees set out in Schedule A.

7.2.3 Late reports

Where a first report, progress report, or functional abilities form (including a faxed report) is received later than five (5) business days (weekends and statutory holidays are excluded from this calculation) from the date the physician provided services to the worker, WSCB will reduce the fee payable to the physician by fifty percent. The remaining fifty percent of the fee will be paid by WSCB to YMA, on an annual basis, to be used towards paying the annual Up To Date subscription invoice submitted to WSCB, as further described in section 8.2 of this Agreement.

7.2.4 Incomplete reports

If a report is illegible or incomplete, the physician will be required to correct and re-submit the report within five (5) business days (weekends and statutory holidays are excluded from this calculation) of being informed by WSCB that the report is insufficient, in order for full payment for the services to be made.

A report will be considered to be incomplete if it does not at a minimum include the following information:

- The worker's and physician's information;
- The worker's description of the mechanism of injury;

- The worker's symptoms and subjective complaints;
- The physician's objective findings based on the clinical examination;
- The physician's assessment, diagnosis or conclusions regarding the injury;
- A plan for treating the injury including the expected recovery date; and
- A functional abilities form must include a worker's functional limitations and the estimated duration of those functional limitations.

7.3 Invoices Physicians will be required to submit invoices separately from reports.

7.4 Late invoices Invoices received 6 months from date of service will not be paid.

7.5 Interest WSCB will pay interest at the current prime rate of the Bank of Canada on unpaid accounts if the invoice remains unpaid for 30 days or more after the receipt of the invoice by WSCB and, the delay is due to errors or actions caused by WSCB.

7.6 Electronic deposit WSCB has the ability to provide electronic deposits and will set up an arrangement for this upon receiving the appropriate authorization and information from physicians or clinics. Physicians providing services to the WSCB who do not provide the appropriate authorization and information, will continue to be paid by cheque sent directly to their mailing address.

7.7 Notification to physicians concluding medical treatment WSCB will pay physicians for Insured Services and WSCB Unique Services submitted to WSCB in relation to an injured worker until the date on which the WSCB has notified the physician or the physician's clinic, in writing, that no further payments will be authorized or paid in respect of that injured worker.

8. Continuing Medical Education

8.1 Physician education information meeting

8.1.1 WSCB will develop an ongoing program to provide education to Yukon physicians about the purpose and general issues with respect to the workers' compensation system in the Yukon.

8.1.2 WSCB will make best efforts to ensure that a physician education information meeting is offered once per year.

8.1.3 WSCB will pay each physician who attends an education information meeting a sessional fee of \$945.00 for attending a meeting less than or equal to 3.5 hours in duration. WSCB will pay two sessional fees to each physician who attends a meeting that is over 3.5 hours but less than or equal to 7 hours in duration, for a total of \$1890.00.

8.1.4 Invoices for physician education information meetings must be submitted by a physician within six months of the date of the meeting to be eligible for payment. Invoices received after that time period will not be paid.

8.2 UP TO DATE Subscription

8.2.1 WSCB contributes annually to the cost of the Up To Date clinical resource subscription for physicians. This Up To Date resource includes occupational and environmental health information via internet, CD Rom or pocket PC. YMA will submit an invoice to WSCB on an annual basis that sets out the costs of the Up To Date subscription. Upon receipt of an invoice, WSCA will pay YMA the following amounts each year:

- (a) a base amount of \$20,000.00 ;
- (b) the total amount WSCB collected under section 7.2.3 from physicians in the prior 12 month period as a result of late reports submitted by physicians ; and
- (c) the balance owing, after taking into account payments made under (a) and (b) if the following condition is met in the prior 12 month period :

The average number of days, that all physicians' first reports received by WSCB during the prior 12 month period, is equal to or less than two days from the date of the physician's first attendance on the worker.

Section 113(1) of the Act states:

113(1)A medical practitioner who attends a worker who has or may have suffered a work-related injury must ...

(b) send a report to the board within two days after the first attendance on the worker;

In order to determine whether the condition is met (average equal to or less than 2 days) WSCB will examine the four quarters in the prior 12 month period and if the average number of days calculated is less than or equal to two days, in at

least two of the four quarters, WSCB will consider the condition to have been met and will pay the remaining balance of the Up To Date subscription invoice.

If the condition is not met the WSCB will not pay the balance remaining of the Up To Date invoice.

WSCB will provide the YMA with quarterly reports, which shows the average number of days from date of visit to when the first report was received by the WSCB for the four quarters in the prior 12 month period, on request of YMA.

8.3 YMA Annual General Meeting Payment WSCB will pay YMA \$18,000.00 per year to support the YMA's annual general meeting on the understanding that the WSCB Medical Consultant can provide input and recommendations, in consultation with YMA, for one speaker to provide a sixty (60) minute presentation on a relevant topic at the meeting. If the YMA and WSCB are unable to agree upon a speaker or relevant topic for the annual general meeting, the YMA will allow WSCB an equivalent amount of time for a presentation by WSCB staff at the meeting.

9. Physician Expectations

YMA agrees to advise physicians of the following expectations WSCB has of physicians providing the Services:

9.1 Physicians must be a current member in good standing with the Yukon Medical Council and WSCB may undertake to review to confirm the professional credentials of a physician at any time during the term of this Agreement.

9.2 Physicians providing Services must be registered under the Act as an employer and in good standing with the reporting and payment requirements of the Act and must maintain good standing during the term of this Agreement.

9.3 Physicians providing Services must provide a safe and healthy environment and comply with all applicable health and safety laws including the Act and regulations.

9.4 A Physician must report, in writing, in compliance with Workers' Safety and Compensation laws and regulations, any , or the possibility of any injury sustained by any

worker while, or as a result of, providing Services to the workers.

9.5 In addition to the professional standards and guidelines established by the College of Physicians and Surgeons for conflict of interest, the physician must ensure that Services are provided without any conflict of interest and must immediately advise WSCB if the physician recognizes or perceives a conflict of interest.

9.6 YMA and physicians will protect all personal and confidential information according to applicable federal, provincial or territorial legislation and will ensure that all information it collects, uses and discloses is done in compliance with applicable legislation.

9.7 Physicians must report any breach of confidential or personal information related to the provision of Services under this Agreement to WSCB immediately so that appropriate actions can be taken.

9.8 Physicians recognize the importance of getting information related to treatment of injured workers to WSCB on a timely basis in order that injured workers can receive services from WSCB in an efficient and effective manner.

10. GENERAL CONDITIONS

10.1 Amendments Any amendments to this Agreement must be made in writing and executed by both Parties.

10.2 Governing Law This Agreement will be interpreted and governed according to the laws of the Yukon, and the parties agree that the exclusive forum for all disputes will be the Yukon courts.

10.3 Successors This Agreement is binding upon the Parties and their respective administrators and successors.

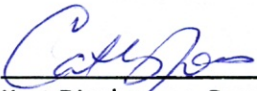
10.4 Notice Any notice, document or communication required to be given must be in writing and will be deemed to have been duly given and served if mailed by registered mail, to or delivered at the address of the other Party or sent by fax to the fax number of the other Party as set forth in the recitals. A document may be delivered by e-mail or fax which is deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a working day (any day that is not a Saturday, Sunday or statutory holiday in the Yukon) and received at the place of receipt during normal business hours, if not received on a working day or during normal business hours, then it will be deemed

to have been received at the opening of business at the place of receipt on the next working day following the transmission.


IN WITNESS WHEREOF the Parties have signed this Agreement by their duly authorized representatives:

Workers' Safety and Compensation Board


Yukon Medical Association



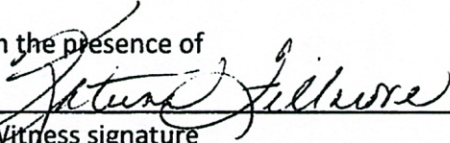
Kurt Dieckmann, President/CEO
Catherine Jones, of President CEO (April 11-21, 2023)
Date: April 12, 2023



Dr. Alex Kmet, President
Date: April 8/23

In the presence of


Witness signature
Susanne Wirth
Printed name of Witness

In the presence of


Witness signature
KATRINA FILLMORE
Printed name of Witness

Schedule A
WSCB Unique Services
April 1, 2023-March 31, 2024

WCB	Description	Fee
M0900	Doctors First Report	\$52.00
M0901	Doctors Progress Report	\$47.63
M0915	Functional Abilities Form	\$59.00
M0899	Case conference/consult fees per 15 minutes of attendance in person or by phone with board staff (including prep time) -Where documentation is required it will be provided and billed as a Doctor's Progress Report.	\$79.15
MA0093	Transfer of records (photocopying, electronic, fax) -one page	\$40.49
MA0094	Transfer of records (photocopying, electronic, fax) -each additional page	\$0.31
5-0000-7501	Physician Education Meeting \$270.00 per hour. Less than or equal to 3.5 hrs = \$945.00. If attending greater than 3.5hrs up to 7hrs = \$1890.00)	\$945.00

Schedule A
WSCB Unique Services
April 1, 2024-March 31, 2025

WCB	Description	Fee
M0900	Doctors First Report	\$53.00
M0901	Doctors Progress Report	\$48.59
M0915	Functional Abilities Form	\$60.00
M0899	Case conference/consult fees per 15 minutes of attendance in person or by phone with board staff (including prep time) -Where documentation is required it will be provided and billed as a Doctor's Progress Report.	\$80.74
MA0093	Transfer of records (photocopying, electronic, fax) -one page	\$41.30
MA0094	Transfer of records (photocopying, electronic, fax) -each additional page	\$0.31
5-0000-7501	Physician Education Meeting \$270.00 per hour. Less than or equal to 3.5 hrs = \$945.00. If attending greater than 3.5hrs up to 7hrs = \$1890.00)	\$945.00

Schedule A
WSCB Unique Services
April 1, 2025 – March 31, 2026

WCB	Description	Fee
M0900	Doctors First Report	\$55.00
M0901	Doctors Progress Report	\$49.80
M0915	Functional Abilities Form	\$61.00
M0899	Case conference/consult fees per 15 minutes of attendance in person or by phone with board staff (including prep time) -Where documentation is required it will be provided and billed as a Doctor's Progress Report.	\$82.75
MA0093	Transfer of records (photocopying, electronic, fax) -one page	\$42.34
MA0094	Transfer of records (photocopying, electronic, fax) -each additional page	\$0.32
5-0000-7501	Physician Education Meeting \$270.00 per hour. Less than or equal to 3.5 hrs. = \$945.00. If attending greater than 3.5 hrs. up to 7 hrs. = \$1890.00)	\$945.00