

**Briefing Notes for agenda items**  
**AWCBC Virtual All Committees Meeting**  
**Interjurisdictional Committee Meeting**  
**May 11-12, 2021**

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| 1 | <b>Call to order and Welcome</b>   | Melody-NB |
| 2 | <b>Adoption of Agenda</b>  | All       |
| 3 | <b>Review and Approval Draft 2019 Minutes</b>  | All       |
| 4 | <p>Issue carried from 2019</p> <p>MARS is reimbursement appropriate (see attached agreement and summary of input)</p> <p>Worker is a firefighter and resident of Jurisdiction A, paid by Jurisdiction A employer. Worker goes to Jurisdiction B to assist in fighting their fire (under MARS). Worker is injured in Jurisdiction B. Under MARS, worker can elect in either home jurisdiction (A) or jurisdiction of injury (B). Worker elects in Jurisdiction A. Jurisdiction A requests reimbursement from Jurisdiction B (province of injury) under the IJA. Jurisdiction B denies reimbursement indicating that the worker does not have a substantial connection of employment to their province based on their policies. Jurisdiction B also indicates that the employer (worker is paid by employer from Jurisdiction A) does not have an account nor required to, therefore reimbursement is not possible.</p> <p>Question:</p> <ul style="list-style-type: none"> <li>• Is reimbursement applicable? Pending. The appropriateness of reimbursement seemed to require further discussion with the designated members of each jurisdiction. There was a lot of discussion as to the intended meaning of Section 6.1 Personnel Information of the Implementation Guidelines of the MARS Agreement, which states in part: “The costs of the claim will be paid by the workers’ compensation agency administering the claim.” The majority of jurisdictions recognized that the MARS agreement was silent on issues of reimbursement and this portion simply identified who should be paying the injured worker and not, specific to which jurisdiction should remain with the costs of the claim. It seemed contrary to the intent of the rest of the agreement which was about “mutual sharing of resources.” As a result, it was agreed that all committee members would return to their jurisdictions and discuss specifically with the designated staff responsible and return with a response for their jurisdiction by July 30, 2019.</li> </ul> <p>Email and 2016 Mars agreement sent to jurisdiction on April 26, 2021 for response.</p> | All       |
| 5 | <p><b>AAP Central Repository for AAP firms – Creation of Database for AAP applications viewable by all jurisdictions.</b></p> <ul style="list-style-type: none"> <li>• Raised in 2018. Discussed in May 2019. The committee believes the Assessment Committee is in best position to manage project. Howard Chang agreed to provide this information to the Assessment Committee in June 2019, gather the information to forward</li> </ul>  | Sophie-QC |

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|                   | to the AWCBC, and then update the IJA Committee in May 2020. Meeting in 2020 cancelled. Now there is an IT Committee who may be in a position to help with clearly defined needs to guide in the development of the tool   |  |   |  |           |
| 6                 | <p><b>Expanding AAP to flight crew – Conclusion</b></p> <ul style="list-style-type: none"> <li>• Raised in May 2018 IJA meeting and discussed at National Assessment Committee in June 2018, “IJA Committee Review Process and Air Crews – June 2018. General agreement.”</li> <li>• IJA provided scenarios to June 2019 National Assessment Committee</li> <li>• Many issues– self-insured vs assessed airlines, residency, different airlines don't report consistently either from airline to airline or from province to province</li> <li>• IJA does not apply to self-insured employers</li> <li>• AAP works on residency</li> <li>• Any new industry added to the IJA Appendix E requires consensus amongst jurisdictions</li> <li>• Air Canada and WestJet have self-insured coverage in some jurisdictions</li> <li>• West Jet reached out in early 2020 to IJA committee to understand AAP</li> <li>• WestJet is prorating payroll across the jurisdictions</li> <li>• WestJet held discussion with Ontario in 2021</li> <li>• Is further discussion required or is it completed ?</li> </ul>                                  | All  |   |  |           |
| 7                 | <p><b>AAP- Labour Supply Companies</b></p> <table border="1" data-bbox="180 953 1357 1667"> <tr> <td data-bbox="180 953 573 1667">May 17 &amp; 18, 2017</td> <td data-bbox="573 953 966 1667">Alternative Assessment Procedure (AAP) (Included Industries Appendix E)</td> <td data-bbox="966 953 1357 1667">           -Pilot Car Service Industry to be included in AAP. Appendix E to be amended.<br/>           -Trucking Labour Supply Industry (i.e. drivers for hire) are not included in AAP (updated November 28, 2017) by all jurisdictions. ON would not support and QC, AB, SK and NS may allow, depending on individual circumstances. Remaining jurisdictions would allow into AAP<br/>           -Drivers for hire (drivers who are simply completing a manufacturer's/reseller's sales contract with delivery of the merchandise) are not included in the AAP.         </td> </tr> </table> <ul style="list-style-type: none"> <li>• Why some jurisdictions would allow AAP to Labour Supply Companies (Manpower Companies) that provide workers in various fields, including interprovincial transportation?</li> </ul> | May 17 & 18, 2017  | Alternative Assessment Procedure (AAP) (Included Industries Appendix E) | -Pilot Car Service Industry to be included in AAP. Appendix E to be amended.<br>-Trucking Labour Supply Industry (i.e. drivers for hire) are not included in AAP (updated November 28, 2017) by all jurisdictions. ON would not support and QC, AB, SK and NS may allow, depending on individual circumstances. Remaining jurisdictions would allow into AAP<br>-Drivers for hire (drivers who are simply completing a manufacturer's/reseller's sales contract with delivery of the merchandise) are not included in the AAP. | Sophie-QC |
| May 17 & 18, 2017 | Alternative Assessment Procedure (AAP) (Included Industries Appendix E)  | -Pilot Car Service Industry to be included in AAP. Appendix E to be amended.<br>-Trucking Labour Supply Industry (i.e. drivers for hire) are not included in AAP (updated November 28, 2017) by all jurisdictions. ON would not support and QC, AB, SK and NS may allow, depending on individual circumstances. Remaining jurisdictions would allow into AAP<br>-Drivers for hire (drivers who are simply completing a manufacturer's/reseller's sales contract with delivery of the merchandise) are not included in the AAP. |   |  |           |
| 8                 | <p><b>AAP effective dates following 3 year review</b></p> <ul style="list-style-type: none"> <li>• 3 year review required under section 12.11(b) of the IJA.</li> </ul>  | Sophie-QC  |   |  |           |

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|   | <p>Julie Robichaud (Nova Scotia) had two very interesting questions following the Three year Review that I think should be addressed at our next virtual meeting:</p> <ul style="list-style-type: none"> <li>• When an Assessing Board sends an update and the Board that receives it is now ticked (will become a Registering Board), what should be the effective date of this change?</li> <li>• When an Assessing Board sends an update and the Board that receives it is not ticked anymore (will cease to be a Registering Board), what should be the effective termination date?</li> </ul>  |           |
| 9 | <p><b>CFTA update (British Columbia)</b></p> <p>...there is probably a small update that we can give on the Regulatory Conciliation Table – Workers Compensation Working Group. We had a meeting a couple of weeks ago</p> <p><b>Background</b></p> <p>The Canadian Free Trade Agreement (CFTA) establishes a regulatory reconciliation process that will help to address barriers to trade that companies may experience when doing business across provincial and territorial borders.</p> <p>Discussion in May 2019 - The IJA Committee was made aware of Item #23 on the Canadian Free Trade Agreement-Regulatory Reconciliation and Cooperation Table (CFTA-RRCT) work plan, which involved simplifying registration requirements for employers operating in multiple jurisdictions.</p> <p>A number of IJA Committee members were not aware of this working group, but there was general agreement that the IJA Committee could add value in providing some suggested solutions to the Workers Compensation Board Joint Working Group (WCBJWG).</p> <p>Preliminary discussions included the following comments and suggestions:</p> <ol style="list-style-type: none"> <li>1) Harmonizing registration requirements: <ul style="list-style-type: none"> <li>• Having a unified set of rules and definitions identifying who is required to register would eliminate most of the complexity for businesses that operate in multiple jurisdictions. However, this would require agreement across all jurisdictions on a number of key issues, including: <ul style="list-style-type: none"> <li>○ The definitions of worker, employer, and independent operator</li> <li>○ The scope of industries covered (i.e. universal coverage)</li> </ul> </li> <li>• Determining a person’s status (which determines whether a person must or may register for coverage) is the first fundamental decision of the workers compensation system because it outlines all other rights and obligations flowing to employers, workers, and independent operators under each jurisdiction’s legislation. Therefore, even small changes to this core legislation could have significant impacts on all jurisdictions.</li> </ul> </li> <li>2) Other solutions to ease complexity: <ul style="list-style-type: none"> <li>• The IJA Committee suggested that there were other means of reducing complexity for businesses, other than changing registration requirements. For example: <ul style="list-style-type: none"> <li>○ Harmonizing assessable payroll rules, which are rooted in policy or practice, which would be easier to change than legislation</li> <li>○ Harmonizing reporting and remitting frequencies and due dates</li> <li>○ Expanding out-of-province coverage policies/legislation for workers sent to other jurisdictions</li> <li>○ Providing a common tool to assist employers in understanding when they need to register in a particular jurisdiction (in many cases, employers had no issue registering in multiple jurisdictions; they just needed help understanding when to register).</li> </ul> </li> </ul> </li> </ol> | Howard-BC |

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|    | <p>Action items</p> <ol style="list-style-type: none"> <li>i. Compile a summary of discussion held on May 15 related to CFTA-RRCT workplan for simplifying registrations requirements. Share summary with IJA Committee from Workers Compensation Board Joint Working Group (WCBJWG))</li> <li>ii. IJA Committee to provide feedback to Howard re: CFTA-RRCT– simplifying registration requirements.</li> <li>iii. Compile feedback re: CFTA-RRCT– simplifying registration requirements, and send summary to AWCBC Executive Committee and IJA Committee</li> </ol> <p>Each jurisdiction to share summary with their executive team for the CFTA-RRCT–simplifying registration requirement</p>   |           |
| 10 | <p><b>Platform for secure information exchange</b></p> <p>I would like to present the platform we will be using for reimbursement requests as well as for medical evaluation and benefits in kind with other Boards. It’s an easy way to securely exchange information both ways (sending and receiving).</p> <p>I will also present this tool to the new IT Committee since it would be great if we all use the same platform.</p>   | Sophie-QC |
| 11 | <p><b>FTP sites for file exchange</b></p> <ul style="list-style-type: none"> <li>• Is there a need for an agreement within IJA that the jurisdictions have agreed to use an FTP platform for file sharing?</li> </ul> <p>NB – Legal counsel - There are no major privacy concerns with using FTP sites. This being said, the rules around privacy still apply and there are a couple of things to keep in mind:</p> <ul style="list-style-type: none"> <li>- We have to be authorized to share the information with other jurisdiction – this would likely be found in the IJA</li> <li>- Only share the minimum amount of information necessary – what information is needed to accomplish the purpose – do they need everything or only certain things</li> <li>- Limit who has access to the FTP site to who needs to know the information</li> <li>- Remove documents from the site once they are no longer needed</li> <li>- Documents should be in PDF form – unless it’s a working draft where others will need to make changes</li> <li>- Consider locking documents – making them read only</li> <li>- FTP sites are tools that allow us to share documents – they should not be used to store/file documents</li> <li>- Another point which may be covered by the IJA is that if the other jurisdiction will be saving records from the FTP site to their own computers or drives, we want to ensure that they have the proper safeguards in place to protect the information.</li> </ul> | Melody-NB |
| 12 | <p><b>WCB Coverage for teleworkers</b></p> <p>Background - MB has become aware of employers with operations located physically outside of MB allowing their workers to perform work remotely at home within MB and vice versa. This practice appears to have significantly increased over the past year as a result of employers responding to the pandemic and engaging work from home measures. This extended practice may result in a lapse of wcb coverage for certain teleworkers.</p>   | Glenn-MB  |

MB's ss.5(1) provides coverage for temporary work performed outside MB for less than 6 months if certain conditions are met. If the employment is longer than 6 months then coverage may also be available under ss.5(2). However, one of the conditions precedent under ss.5(2)(b) is that the worker's residence must be MB. Given the fact some employers have publicly announced plans to continue remote working arrangements on a permanent basis with certain employees, those employees will not be able to continue claiming MB residence if they are now relocated on a permanent basis outside MB.

1. Would the ongoing pandemic give rise to a determination that these workers are (until the pandemic is officially declared over) only working outside the province for a temporary purpose (i.e. to remain safe during the pandemic)?
2. Has any other board become aware of a similar potential gap in their coverage?
3. If so, has anything been communicated to employers regarding the need to consult about extended coverage and/or the potential coverage gap and consideration for private insurance for these workers?

MB's relevant sections of *The Workers Compensation Act*:

#### **Accidents outside province**

##### 5(1) Where

- (a) the place of business or chief place of business of the employer is situated within the province;
- (b) both the residence of the worker and the place where the worker usually works for the employer are within the province;
- (c) an accident happens while the worker is employed outside the province; and
- (d) his employment outside the province has lasted less than six months.

the worker is or his dependants are entitled to compensation under this Part in the same manner and to the same extent as if the accident had happened within the province.

#### **Where worker employed more than six months outside province**

##### 5(2) Where

- (a) the place of business or chief place of business of the employer is situated within the province;
- (b) both the residence and the place where the worker usually works for the employer are within the province; and
- (c) the employment of the worker outside the province lasts or is likely to last for six or more months;

the employer may apply to the board to be assessed on the earnings of the worker and, if the application is approved by the board and if the worker is injured by accident happening outside the province, the worker is or his dependants are entitled to compensation under this Part in the same manner and to the same extent as if the accident had happened within the province.

#### **Accident while outside province temporarily**

5(3) Where the place of business or the chief place of business of the employer is situated within the province and the residence of the worker is outside the province but the place where the worker usually works for the employer is within the province, and an accident happens while the

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|    | <p>worker is outside the province merely for some temporary purpose connected with his employment, the worker is or his dependants are entitled to compensation under this Part in the same manner and to the same extent as if the accident had happened within the province.</p> <p><b>Where employer's place of business outside province</b></p> <p><u>5(4)</u> Where</p> <ul style="list-style-type: none"> <li>(a) an accident happens outside the province;</li> <li>(b) the employer's place of business or chief place of business is situated outside the province; and</li> <li>(c) the worker is entitled to compensation under the law of the place where the accident happened;</li> </ul> <p>compensation is not payable to the worker or his dependants whether his residence is in or outside the province unless his usual place of employment is within the province and he is at the time of the accident outside the province merely for some casual or incidental purpose connected with his employment.</p>  |           |
| 13 | <p><b>Alberta agenda items</b></p> <p><b>1. <u>Election and Designation of Different Beneficiaries</u></b></p> <p><b>Fact Scenario:</b></p> <ul style="list-style-type: none"> <li>• A worker was fatally killed in Jurisdiction A.</li> <li>• The worker resided in Jurisdiction B.</li> <li>• The worker had a common law spouse and also had 2 children with a different partner (ex-wife).</li> <li>• Jurisdiction A determined that the common law spouse did not meet the criteria required by the jurisdiction's supporting legislation and therefore, had no right of election. However, Jurisdiction B determined that the common law spouse was entitled to right of election, along with significant benefits for herself and a portion to the children.</li> <li>• Jurisdiction A determined that the biological mother of the two children was the legal guardian and eligible for right of election on behalf of the two children. Jurisdiction B determined that the biological mother had no right of election with their jurisdiction.</li> <li>• There was a significant difference in benefits to the children depending on where the right of election was filed (i.e. Jurisdiction A being significantly more).</li> </ul> <p><b>Questions:</b></p> <ul style="list-style-type: none"> <li>• Which right of election has precedence?<br/>In this case, there is no precedence as both the legal guardian and the common law spouse had entitlement in separate jurisdictions.</li> <li>• Would it be appropriate for Jurisdiction B to adjudicate the claim since both the children and the common law spouse would receive benefits from that jurisdiction?<br/>No, as noted above, if the right of election was filed in Jurisdiction B the dependent children would be entitled to significantly less than if filed with Jurisdiction A. In addition, the common law spouse would not be entitled to any benefits in Jurisdiction A. One beneficiary should not take precedence over another.</li> <li>• If Jurisdiction B accepts the right of election, can they request reimbursement from Jurisdiction A, since this is where the accident occurred?<br/>Jurisdiction A can reimburse Jurisdiction B only for the entitlement of benefits permissible under their legislation, which would only be for the dependent children. As noted above, the</li> </ul> | Rhonda-AB |

common law spouse did not meet the legislative requirements to be offered right of election with Jurisdiction A.

**Resolution:**

Since there were two different beneficiaries, it was agreed that Jurisdiction A would accept right of election for the dependent children and Jurisdiction B would accept the right of election from the common law spouse and only issue benefits to the common law spouse. By doing so, there would be no duplication of benefits received by beneficiaries.

Jurisdiction A would not be able to issue reimbursement to Jurisdiction B as the common law spouse was not entitled to benefits in that jurisdiction. Since the accident occurred in Jurisdiction A and the costs of the claim were much higher in Jurisdiction A, it was agreed that the employer would *only* be charged for the fatality claim in one jurisdiction, that is Jurisdiction A. Jurisdiction B agreed to relieve the employer of all costs in their jurisdiction.

**2. Section 9.5 of the IJA-Reimbursement Requests**

Section 9.5 of the IJA states the following:

Reimbursement Requests

9.5 Reimbursements shall be requested by the Adjudicating Board and paid by the reimbursing Board either when the claim is closed or, at a minimum of quarterly on a calendar basis. When an action has been commenced, a request for reimbursement shall be deferred pending determination of the actual net cost to the Adjudicating Board.

A jurisdiction had requested that this section be clarified, particularly the reference to **“at a minimum of quarterly on a calendar basis”** as it was felt that interpretation documented in the PPP was unclear, which referenced billing to occur at minimum of quarterly in a calendar year. The jurisdiction felt that the intended accurate interpretation of Section 9.5 suggested that invoices could be sent as frequently as desired, providing that at least one invoice was sent quarterly.

It should be noted that in 2011 Bill Ostapek prepared a paper reviewing Section 9 of the IJA to identify gaps and actually noted that the wording regarding time limits was confusing and unclear and that this section be redrafted with clearer provisions indicating reimbursements (requests and payments) *could take place no more than quarterly and may also take place at the end of a claim* (providing that notice was provided within the first two years of acceptance by the Adjudicating Board. The PPP does note that all jurisdictions were satisfied with the above, agreed upon interpretation (which was also clarified by the arbitration decision between AB and YK) and did not express the need for this section to be redrafted.

Do we still agree that the interpretation is meant to suggest that billing should not occur any more than quarterly, on a calendar basis?

Should we add this clarification to the PPP, to avoid further misinterpretations?

**3. Frequency of Invoicing-Outside of Calendar Year**

Recently, many jurisdictions have requested that the PPP include some clarification on the frequency of invoicing and obligation of reimbursement, outside of one year. Specifically, the topic labelled Reimbursement Protocols (Invoice Frequency/Reimbursement) and the resolution dated May 1, 2006 be reviewed.

This resolution states the following:

“Members noted that for subsequent billings, timely and expeditious notification remains the principle, so that the Reimbursing Board can charge back its employers on a timely basis. However, the two-year timeline for requests arising from the May 2005 meeting is only a guideline, recognizing Boards’ operational requirement. A Board’s denial of reimbursement for subsequent billing would be contrary to the spirit of the IJA.”

It was noted that some jurisdictions have not been sending invoice requests on a calendar basis and some of these invoices now being sent cover anywhere from 4 to 10 years or greater. Many jurisdictions felt that this lag in invoicing was not appropriate and definitely not in the spirit of the IJA. Jurisdictions indicated that it made it difficult to justify to employers why cost reimbursement was occurring so many years later.

Although the IJA did not speak directly on this issue, Section 9.10 was raised as support for the fact that the intent was never for such a delay in requesting ongoing reimbursement. Section 9.10 states:

**Written notice within two years**

9.10 The Adjudicating Board shall notify a reimbursing Board of a potential reimbursement claim within two years of the date the claim is accepted by the Adjudicating Board. No reimbursements are payable on the claim unless the Adjudicating Board has provided written notice within this time frame.

Jurisdictions indicated that if the intent was that written notice was to be provided within 2 years for initial reimbursement, logic seemed to follow that ongoing reimbursement requests should not exceed 2 year time periods. Jurisdictions asked whether the PPP could provide clearer guidelines as to what would be a considered reasonable reimbursement request, payment and/or denial, in this regard.

**4. Cost Relief for Covid Claims**

As outlined in the PPP, cost relief is at the discretion of the Reimbursing Board (accident jurisdiction). However, with the development of Covid, many jurisdictions have created specific policies relating to the entitlement of cost relief when injured workers were not able to attend treatment due to Covid and/or employers were no longer able to offer modified duties.

It is important to recognize that cost relief is still at the discretion of the Reimbursing Board, in accordance with its own policies/procedures. The Reimbursing Board does not have the ability to honor Adjudicating Board’s decisions on cost relief, even in light of new covid cost relief policies.

**5. Shortfalls % had \$ for \$ Agreement Not Existed**

**Update to Dollar for Dollar Agreements-SK, MB & Yukon**

\*AB has Dollar for Dollar agreements with SK since June 1, 2010 and MB since January 1, 2012 and YK since January 1, 2014

**MB**

2012-5% (\$21K of \$400K requested)  
2013-9% (\$19K of \$200K requested)  
2014-3% (\$13K of \$550K requested)  
2015-11% (\$23K of \$209K requested)  
2016-11% (\$30K of \$270K requested)  
2017-11% (\$14K of \$125K requested)

**SK**

2012-5% (\$29K of \$565K requested)  
2013—No invoices sent  
2014-7% (\$150K of \$2M requested)  
2015-5% (\$50K of \$1M requested)  
2016-5% (\$50K of \$1M requested)  
2017-5% (\$40K of \$775K requested)



2018-8% (\$35K of \$404K requested)  
2019-13% (\$42K of \$316K requested)  
2020-15% (\$28K out of \$181K requested)  
Average: 9.55%

2018-10% (151K of 1.4M requested)  
2019-9% (\$79K of \$893K requested)  
2020-10% (\$121K of \$1.16M requested)  
Average: 7%

**YK**

2014-No invoice sent  
2015-No invoice sent  
2016-No invoice sent  
2017-8% (\$750 of \$10K requested)  
2018-4% (1.5K of \$35K requested)  
2019-0% (\$0 of \$466 requested)  
2020-0% (\$0 of 468 requested)  
Average: 3%

**6. Alberta WCB Mobile APP Rollout**

In April 2021 the AB WCB rolled out the mobile app for injured workers to stay connected with WCB-Alberta and easily access their claim information in the myWCB app. With the myWCB app, injured workers can view their claim status and recent/upcoming payments, submit expenses for repayment, sign up for direct deposit, request a callback from their claim owner, and send an update on what is occurring on their claim.

Part of introducing the mobile app included workers being able to sign *electronic* right of elections for out of province accidents/out of province workers. The electronic signature was recognized as a valid signature, based on Alberta's Electronic Transactions Act. The app does not include a witness signature but as a result of other identity verification, the validity of the form was not jeopardized. A copy of the completed right of election through the mobile app will be provided all jurisdictions when requests for reimbursement are made.

We are pleased to announce that all jurisdictions provided written confirmation that they accepted our reimbursement requests made based on this modified right of election process through the mobile app, including acceptance of *both* the electronic signature and the absence of the witness signature. We appreciate all jurisdiction's timely response to our requests for approval.

**7. \$200 minimum for AAP Claims**

Presently, the PPP resolutions indicate that any subsequent requests for cost reimbursement are to have a minimum threshold of \$200 (not applicable for AAP claims)(Resolution was dated May 2011 and clarification was provided in 2014, page 46).

However, upon review of 2011 meeting minutes, it was clearly indicated that this was to apply to *both IJA and AAP claims* and was for the purpose of administrative ease. Are committee members wanting to have this revised to indicate it is only for IJA claims or both, like the meeting minutes reflected and members initially agreed.

**8. Translation Services for Benefits in Kind**

Presently, the PPP resolution dated May 2018 indicates that all jurisdictions will absorb costs for any translation services, relating to benefit in kind services (page 55).

As a result of the BPG being rewritten, it was determined that the case study from 2018 was not added, which included a discussion of translation costs that exceeded \$10,000. The details of the case scenario is listed below. The resolution noted that it was still the Administering

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|    | <p>Board’s responsibility to cover all translation costs, meaning that the employer had to absorb all of these costs, even though they were arranging benefits in kind for the Adjudicating Board.</p> <p>Are we all in agreement that the resolution below is acceptable? Should any clarification be provided to the resolution dated 2018, relating to translation services for benefits in kind services.</p> <p><b>Fact Scenario:</b></p> <ul style="list-style-type: none"> <li>• The Adjudicating Board requested an Independent Medical Examination from the Administering Board as the worker resided in the jurisdiction of the Administering Board and was not able to travel.</li> <li>• The Adjudicating Board sent complete medical documentation along with detailed information as to the type of service they were requesting and specific questions they are looking to answer.</li> <li>• Prior to arranging the examination, the Administering Board had all of the documentation professionally translated. The costs of the translation services exceeded \$10,000.</li> <li>• Once all services were completed, the Administering Board sent an invoice to the Adjudicating Board for all costs, including the \$10,000 in translation services</li> <li>• The Adjudicating Board reimbursed all costs, with the exception of the \$10,000 in translation services as they indicated that <b>it was previously agreed that all jurisdictions were responsible for their own translation services</b> (as per the PPP-Translation-Cost Relief-Reimbursement Requests under IJA/AAP-1997 &amp; 2012). <b>Is this what was intended?</b></li> <li>• The Administering Board argued that they were providing a service for the benefit of the Adjudicating Board and should not be responsible for these excessive translation services and the costs should be absorbed by the employer in their jurisdiction.</li> </ul> <p><b>Questions &amp; Resolutions:</b></p> <ul style="list-style-type: none"> <li>• Is it appropriate for the Adjudicating Board to deny reimbursement of the translation services?<br/>Yes, previous discussions at the annual AWCB conferences concluded that each jurisdiction is responsible for their own translation services, being that we are a bilingual country.</li> <li>• Is the argument provided by the Administering Board reasonable in that they should not be held responsible for excessive translation services considering that they were providing a service on behalf of the Adjudicating Board and there was another viable solution (i.e. the Adjudicating Board reimburse all costs and the employer would be charged appropriately for these costs).<br/>No, the argument is not reasonable. <b>Being a bilingual country, it is each individual jurisdiction’s responsibility to cover their own translation costs as part of their administrative budgets. Do we agree with this when it relates to Benefits in Kind services, requested on behalf of another Board. The translation services were required due to the Adjudicating Board requesting Benefits in Kind services.</b> <ul style="list-style-type: none"> <li>• Was there a better way that this situation could have been handled?<br/>Yes, prior to arranging benefit it kind services, discussions should have occurred between the two jurisdictions with respect to the translation services that were going to be necessary to come up with an amicable solution to both parties.</li> </ul> </li> </ul> |              |
| 15 | <p><b>BPG updates (Alberta)</b></p> <p>Over the past few months, I have received a lot of feedback from coordinators and front line operations staff regarding the BPG with recommendations for improvements. Some of the feedback included the following:</p> <ul style="list-style-type: none"> <li>• Case studies are confusing and difficult to follow</li> </ul>   | Rhonda<br>AB |

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|    | <ul style="list-style-type: none"> <li>• Organization of the manual requires improvement as it is difficult to find information required</li> <li>• Difficult to find any best practices outlined</li> </ul> <p>As a result, I have completely rewritten the entire guide, from the very beginning. The guide has gone from 105 pages to nearly 200 pages.</p> <p><b>Summary of Changes:</b></p> <ol style="list-style-type: none"> <li>1. Modules subdivided</li> <li>2. Modules broken down into key categories: <ol style="list-style-type: none"> <li>1. Definitions</li> <li>2. Guiding Principles</li> <li>3. Key Considerations</li> <li>4. Best Practices</li> <li>5. Process</li> <li>6. Case Studies</li> </ol> </li> <li>3. Moved case studies to applicable section and titled more appropriately</li> <li>4. Rewrote case studies so they did not have any identifiers and followed a consistent format of "Fact Scenario, Questions and Resolutions"</li> <li>4. Created new case studies where modules did not include (e.g. Occupational Disease).</li> <li>5. Renamed Appendix to Schedule</li> <li>5. Moved all charts to Schedule</li> <li>5. Added more template letters and forms.</li> </ol>  |              |
| 16 | <p><b>PPP review updates (Alberta)</b></p> <p>Throughout the year, I gather emails and/or requests from IJA Coordinators and operations staff to update the PPP. In addition, I have updated resolutions from our past AWCBC meeting in 2019.</p> <p><b>Summary of Updates:</b></p> <ul style="list-style-type: none"> <li>• Page 2-4-Update to Table of Contents</li> <li>• Page 5-Administering Board-Added to definition in Resolution-Referenced Section 6.</li> <li>• Page 6-AAP-Different employers-Removed and Renamed to Mandatory Participation.</li> <li>• Page 6-(In updated guide)-Added Airline Expansion into AAP category.</li> <li>• Page 8-AAP-Participation-Divided into subcategories of "By jurisdiction, Employer Existing Accounts, Employer New Accounts, Mandatory, Re-open of Employer Accounts, Review every 3 years."</li> <li>• Page 8-Participation-Review-Every 3 years-Added Quebec's 4 template letters used for 3 year review from discussions in 2019.</li> <li>• Page 8-Participation-Review-Every 3 years-Added resolution from 2019 where jurisdictions can determine themselves whether AAP employers remain in program if review process incomplete.</li> <li>• Page 9-AAP-Reimbursement/Transfer of Assessment-2019 resolution which clarifies if employer does not fit in AAP in both jurisdictions and how Reimbursement/Transfer of Assessment works.</li> <li>• Page 9-10-Added Shared repository for AAP employers based on 2019 discussions.</li> <li>• Page 10-Appeals-Divided into 2 categories, Authority of IJA Committee and Authority of Reimbursing Jurisdiction.</li> <li>• Page 11-AWCBC-IJA Committee-Communication-2 categories combined into 1 category.</li> <li>• Page 12-AWCBC-IJA Committee-Meeting-Meeting Minutes-Added that final meeting minutes are to be placed in AWCBC repository.</li> <li>• Page 12-Corrected New Committee Members-Was missing AWCBC IJA Committee Meeting.</li> </ul> | Rhonda<br>AB |

- Page 13-AWCBC Repository-Added that meeting minutes and BPG and PPP are to be placed in repository.
- Page 14-Benefits in Kind-Payments-2 categories combined into 1 category.
- Page 16-17-Cost Relief-Added Nova Scotia's not cost relief provisions.
- Page 19-Disclosure of Information-Renamed to Freedom of Information-General Information Sharing.
- Page 19-Disclosure of Information-Quebec-Provided a better summarized resolution.
- Page 20-Dispute Resolution-Adjudicative Decision and Appeals moved to Appeals (page 14 in new document) as more relevant.
- Page 27-Election (Re-Election)-2011 Resolution—Typo corrected to read 2011 case study rather than 2018 case study.
- Page 27-Election (Re-Election)-2018 Resolution-Removed section that refers to reimbursement and referred reader to Reimbursement-Re-Election section and related resolutions.
- Page 28-Employer Assessment moved to Reimbursement section (Page 40 in updated guide).
- Page 29-Fatality Statistics-Shaded out Resolution from 2008 as not accurate.
- Page 30-Freedom of Information (FOI)-Resolution dated 2001 moved to "Disclosure of information" section as more appropriate-General Info/FOIP.
- Page 30-Freedom of Information (FOI)-Added subheading "Collection of Information" for clarity.
- Page 30-GECA-Added information regarding Air Canada.
- Page 32-MARS-Reimbursement Application added from 2019 discussions.
- Page 32-Long Latency claims-Summarized resolution better.
- Page 32-Reimbursement Category renamed "Reimbursement Protocols,"
- Page 35 (New document)-Added topic of Psychological injuries and related resolution.
- Page 33-Reimbursement (Claim Summary)-Resolution from 1999-Re-wrote the summary to make more concise.
- Page 34-Reimbursement (Denial)-Re-wrote part of resolution.
- Page 34-Reimbursement (Denial)-Combined all 3 resolutions into one category under "Denial.".
- Page 35-Reimbursement-Dollar for Dollar-Divided into 2 subcategories: General and Participating Jurisdictions (Page 38-39 in updated guide).
- Page 37-Reimbursement "Employer Notification" section was added
- Page 42-Reimbursement-Overpayments renamed/moved to "Reimbursement-Entitlement Change-By Reimbursing Board."
- Page 42-43-Reimbursement-Change in Entitlement/Overpayments renamed/moved to "Reimbursement-Entitlement Change-By Adjudicating Board"-Placed in alphabetical order.
- Page 45-(In updated guide)-Added "Reimbursement Protocols-Invoice Submission" advising that "Effective December 31, 2019 AB has completed implementation of electronic invoicing for **all** jurisdictions and will no longer send documents via mail."
- Page 46-Reimbursement (Re-Election)-Removed some information from 2011 resolution and re-wrote resolution from 2018 (with information that was written in Election-Re-Election section (page 27).
- Page 46-47-(In updated guide)-Reimbursement-Medical Treatment Costs-Added clarification from 2019 meeting which stated that "Medical treatment costs are reimbursed at 100% and are not apportioned based on a jurisdiction's policies regarding maximums payable and/or treatments authorized."
- Page 47-(In updated guide)-Reimbursement-Medical Treatment Costs-Added resolution from 2019 regarding Medical Marijuana reimbursement.
- Page 48-49-Third Party-Divided into categories of "Jurisdictional Authority" and "Reimbursement Requests"

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|    | <ul style="list-style-type: none"> <li>• Page 50-51-(In updated guide)-Added Reimbursement-Re-Election resolution from 2019</li> <li>• Page 53-(In updated guide)-Added category of “Tax Forms (T5007)” with resolution that stated “The jurisdiction that actually issued benefits directly to the worker is responsible for sending the worker the T5007 form (Statement of Benefits Form).”</li> </ul> <p><b>*All page references below refer to the document dated May 28, 2019 (unless otherwise noted)</b></p> |            |
| 17 | <p><b>Your thoughts – feedback to Roundtable</b></p> <ul style="list-style-type: none"> <li>• How were discussions</li> <li>• Group’s Plan for 2021-22</li> </ul>  | <b>All</b> |