

**AWCBC**  
**IJA Committee**

**Protocols, Practices & Procedures (PPP)\***

**Updated May 18, 2023**

**\*PPP items reflect discussions and resolutions of issues brought to yearly IJA Committee meetings by member jurisdictions.**

**Updated Annually by Rhonda Dean (AB)**

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**Please Note:**

\*Any resolutions which are no longer relevant are shaded to still show historical reference.

\*In the majority of cases, where clarification was provided, it is italicized for reference.

\*Case studies were completely removed as they were placed in BPG. Reference is made to BPG case studies where applicable in PPP.

\*All items in red are awaiting approval from Committee members.

\*There are no resolutions recorded for 2020 as the AWCBC meeting for May 12 & 13, 2020 was cancelled.

\*Resolutions from May 2019 and May 2021 meetings were carried over to May 2022 for approval, due to shortage of time.

| <b>Date</b>                                | <b>Topic</b>  | <b>Resolution</b>   |
|--|---|---|
| May 17 & 18, 2017                          | Administering Board<br>(Definition)                                       | Administering Board is a jurisdiction, other than the Adjudicating Board, who provides administrative services and <b>benefits in kind</b> to a beneficiary/worker who has moved outside of the Adjudicating Board (Section 6 of the IJA)   |
| May 12 & 13, 2010                          | Alternate Agreements  | All jurisdictions are individually responsible to identify and notify their respective governments of any agreements/protocols for national or international sharing/importing/exporting of workers (at the federal and/or provincial level) to provide emergency services that may conflict with a worker's right of election, under the IJA.  |
| May 15 & 16, 2019<br><br>May 11 & 12, 2021 | Alternative Assessment Procedure<br>(Airline Expansion)                   | Jurisdictions are in agreement and willing to consider opening AAP to airline carriers and perhaps even marine industry.<br><br>The Assessment Committee completed a review and determined it was not feasible to include airlines into AAP, due to challenges in determining residency, complexities/inconsistencies with payroll reporting, and differences in structure of assessments (i.e. self-insured) in different jurisdictions. |
| May 27 & 28, 2015                          | Alternative Assessment Procedure (AAP)<br>(Application Outside of Canada) | AAP is applicable to injuries outside of Canada, including the transfer of assessment between jurisdictions (All Boards agreed, with the exception of ON).  |

| <b>Date</b>   | <b>Topic</b>  | <b>Resolution</b>  |
|---|---|--|
| May 12 & 13, 2010   | Alternative Assessment Procedure (AAP)<br>(Assessing Board)                 | The worker's residency remains the deciding factor for identifying which Board was the Assessing Board. This was preferable to the jurisdiction where the employer/worker had the most substantial connection to.  |
| May 17 & 18, 2017   | Alternative Assessment Procedure (AAP)<br>(Clearance Letters)               | Each jurisdiction can only issue a clearance letter to an employer for employment performed in their own jurisdiction.   |
| May 14 & 15, 2008<br><br>May 16 & 17, 2018<br>(Case Study Removed, Summary provided)  | Alternative Assessment Procedure (AAP)<br>(Cost Transfer Due to Negligence) | The AAP should not bar the application of a jurisdiction's available legislation for the transfer of costs between employers due to negligence. Discussions between jurisdictions would need to occur regarding the possibility of assessment adjustments in order for cost transfer provisions to be reviewed and applied.<br>*Refer to BPG for detailed 2018 case study.   |
| May 17 & 18, 2017<br><br>May 11 & 12, 2021<br>(Clarification Provided)<br><br>April 5 & 6, 2022<br>(Clarification Provided) | Alternative Assessment Procedure (AAP)<br>(Included Industries Appendix E)  | -Pilot Car Service Industry to be included in AAP.<br>Appendix E to be amended.<br>-Trucking Labour Supply Industry (i.e. drivers for hire with staffing agency or drivers who are simply completing a manufacturer's/ reseller's sales contract with delivery of the merchandise) are not included in the AAP*Updated November 28, 2017.<br>-Jurisdictions that do not have specific labour supply classifications may allow labour supply companies to participate in AAP, provided they are assigned to a classification listed in Appendix E of the IJA. |

| Date  | Topic   | Resolution  |
|---|---|---|
| <p>May 16 &amp; 17, 2012</p> <p>May 16 &amp; 17, 2018<br/>(Case Study Removed, Summary Provided)</p>  | <p>Alternative Assessment Procedure (AAP)<br/>(Independent Operator)</p>          | <p>When an Independent Operator with personal coverage is accepted into AAP, the Registering Board is entitled to 100% reimbursement regardless if the amount of personal coverage purchased through the Assessing Board was lower. The reimbursement is not subject to the Assessing Board's legislation or policy restrictions.<br/>*Refer to BPG for detailed 2018 case study.</p>   |
| <p>May 16 &amp; 17, 2012<br/>May 11 &amp; 12, 2021<br/>(Clarification Provided)</p>   | <p>Alternative Assessment Procedure (AAP)<br/>(Invoice Threshold)</p>             | <p>The \$1000 minimum initial claim cost total for reimbursement is not applicable for AAP invoices. However, the \$200 subsequent invoice minimum threshold is <b>applicable for AAP</b> invoices.</p>   |
| <p>May 1, 2006<br/>April 30 &amp; May 1, 2014<br/>(Clarification Provided)</p> <p>May 14 &amp; 15, 2008<br/>April 30 &amp; May 1, 2014<br/>(Clarification Provided)</p> <p>May 27 &amp; 28, 2015</p> <p>May 16 &amp; 17, 2018</p> | <p>Alternative Assessment Procedure (AAP)<br/>(Notification of Participation)</p> | <p>Given the annual AAP procedures were already developed, the general consensus was that it was reasonable for assessing boards to notify registering boards by March 31 in each year.</p> <p>Board who collects all assessments under AAP is required to notify all registering Boards. If you collect the assessments, you pay the claim.</p> <p>Boards agreed to accept notification by fax or email, in addition to mail.</p> <p>All jurisdictions confirmed that when an AAP application is received or withdrawn, all jurisdictions involved are notified.</p> |



| <b>Date</b>   | <b>Topic</b>  | <b>Resolution</b>  |
|---|---|--|
| <p>May 14 &amp; 15, 2008</p> <p>April 30 &amp; May 1, 2014<br/>(Clarification Provided)</p> | <p>Alternative Assessment Procedure (AAP)<br/>(Participation-By Jurisdiction)</p>                         | <p>Effective March 2008, the SK Board agreed to enter the AAP as a 3 year pilot project. Effective January 2012 the SK Board was fully participating in the AAP.</p>   |
| <p>September 28, 2000</p> <p>April 30 &amp; May 1, 2014<br/>(Clarification Provided)</p>    | <p>Alternative Assessment Procedure (AAP)<br/>(Participation-Deadline for Existing Employer Accounts)</p> | <p>-The deadline for registering AAP participation would follow the annual reporting deadline for employers in each jurisdiction (Last day of February in all jurisdictions).<br/>-Any employers registering in AAP by these dates would be assessed under the AAP effective January 1 of that year.<br/>-Once accepted into AAP, employers would be enrolled for the full year and could not choose to leave the AAP and revert to the regular IJA assessment process until the next year.</p>                                |
| <p>September 28, 2000</p> <p>April 30 &amp; May 1, 2014<br/>(Clarification Provided)</p>    | <p>Alternative Assessment Procedure (AAP)<br/>(Participation-Deadline for New Employer Accounts)</p>      | <p>-Employers opening <b>new</b> WCB accounts during the year could opt for AAP effective the date they open their account.<br/>-Typically, the effective date of coverage would be the same day as the application is accepted.<br/>-Individual jurisdictions have authority to determine the exact time the coverage becomes effective.<br/>-Once accepted into AAP, employers would be in for the full year and could not choose to leave the AAP and revert to the regular IJA assessment process until the next year.</p> |

| <b>Date</b>  | <b>Topic</b>   | <b>Resolution</b>   |
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| <p>May 12 &amp; 13, 2010</p> <p>May 16 &amp; 17, 2018<br/>(Case Study Removed, Summary Provided)</p> | <p>Alternative Assessment Procedure (AAP)<br/>(Participation-Mandatory Across Jurisdictions)</p> | <p>An employer can be accepted into AAP in one jurisdiction and not considered to be eligible in another due to differing legislative account requirements.</p> <p>Communication between the Registering and Assessing Board is essential to ensure that employers are reporting their business operations accurately.</p> <p>*Refer to BPG for detailed 2018 case study.</p> |
| <p>May 16 &amp; 17, 2012</p>   |  | <p>Jurisdictions are to require mandatory employer participation across all jurisdictions (once opted in), otherwise employers may choose to prorate workers' earnings to a jurisdiction with a more favorable assessment rate, which could increase the risk of employers being able to pay lower assessments.</p>   |
| <p>May 17 &amp; 18, 2017<br/>(Clarification Provided)</p>  |  | <p>ON does not agree with mandatory participation. ON requires each employer to submit an application which ON reviews individually to determine whether ON would allow AAP participation. ON will not backdate applications to coincide with date of hire of their resident workers, unless in accordance with Section 12 b) and c).</p>                                     |
| <p>May 17 &amp; 18, 2017</p>   |  | <p>The AAP (Section 12) may be amended to clearly state mandatory participation is required across all jurisdictions, once opted in.</p>  |
| <p>May 16 &amp; 17, 2018</p>   |  | <p>This is presently being reviewed with assessment</p>   |

| <b>Date</b>   | <b>Topic</b>  | <b>Resolution</b>  |
|---|---|--|
| <p>May 15 &amp; 16, 2019</p> <p>May 15 &amp; 16, 2019</p>                       | <p>Cont'd<br/>Alternative Assessment Procedure (AAP)<br/>(Participation-Mandatory Across Jurisdictions)</p> | <p>committee to determine if consensus can be reached. No amendments will be made to Section 12 as there was no consensus reached at the National Assessment Meeting in June 2018. However, all jurisdictions require mandatory employer participation across all jurisdictions (once opted in), with the exception of ON. Refer to May 17 &amp; 18, 2017 clarification above for details on position of ON.</p> <p>A jurisdiction may determine that an employer is not eligible for AAP participation as they fall in an industry outside of the applicable industries outlined in Appendix E of the IJA based on the nature of work performed in their jurisdiction, despite being allowed participation in AAP in another jurisdiction. In this case, mandatory participation does not apply. Refer to BPG for detailed 2019 case study.</p> <p>Mandatory participation in the AAP also does not apply if a jurisdiction determines that the employer is not required to have an account in their province based on their applicable legislation. Refer to BPG for detailed 2019 case study.</p> |
| <p>April 22, 2002</p> <p>May 28 &amp; 29, 2013<br/>(Clarification Provided)</p> | <p>Alternative Assessment Procedures (AAP)<br/>(Participation-Re-Open of Employer Accounts)</p>             | <p>AAP employers who close their accounts are withdrawn from the AAP. If they reopen their AAP account later in the same year (with no changes), they can return to the AAP, without having to complete new application paperwork.</p>   |

| <b>Date</b>  | <b>Topic</b>   | <b>Resolution</b>  |
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| <p>May 16 &amp; 17, 2012<br/> May 16 &amp; 17, 2018<br/> (Clarification Provided)</p>      | <p>Alternative Assessment<br/> Procedure (AAP)<br/> (Participation-<br/> Review Every 3 Years)</p> | <p>All jurisdictions agreed to have employers' participation in the AAP review every 3 years (<i>typically the assessing jurisdiction initiates the review</i>). An annual review was considered to be too labour intensive.</p>   |
| <p>May 17 &amp; 18, 2017</p>   |  | <p>There is no expiration on AAP participation until the Assessing Board is notified that the employer is withdrawing.</p>   |
| <p>May 15 &amp; 16, 2019<br/> (Clarification Provided)</p>                                 |  | <p>The 4 template letters used by QC have been placed in the BPG for reference for other jurisdictions.</p> <p>Each jurisdiction has the authority to determine whether an AAP employer can remain in AAP or be removed if they do not comply with the 3 year review. Jurisdictions are responsible to communicate their decisions to the jurisdictions impacted.</p>  |
| <p>May 11 &amp; 12, 2021<br/><br/> April 5 &amp; 6, 2022<br/> (Clarification Provided)</p> |  | <p>If part of the review reveals that an existing employer now hires residents from a new jurisdiction (which previously was only a Registering Board) or now travels through a new jurisdiction (which was never identified as a Registering Board), the effective date of this change should be the date that the new resident worker was hired with the AAP employer.</p> <p>Not all jurisdictions are in agreement with backdating the effective date.</p> |





| <b>Date</b>            | <b>Topic</b>  | <b>Resolution</b>  |
|------------------------|---|--|
|                        | Cont'd<br>Alternative Assessment<br>Procedure (AAP)<br>(Withdrawal) | required to advise all<br>participating jurisdictions.   |
| April 6 & 7, 1998      | Appeals<br>(Authority of IJA Committee)                             | Formally assisting in an<br>Appeal is outside role of IJA<br>Committee.  |
| April 19, 2004         | Appeals<br>(Authority of<br>Reimbursing/Adjudicating<br>Board)      | It was agreed that the Dispute<br>mechanism could be<br>appropriate in some<br>jurisdictions when questioning<br>the correctness of an<br>adjudicating jurisdiction's<br>decision through the<br>reimbursing jurisdiction<br>appealing the decision of the<br>adjudicating jurisdiction in the<br>adjudicating jurisdiction's<br>appeal system.<br>Employers in the reimbursing<br>jurisdiction are entitled to cost<br>relief based on a difference of<br>opinion between the<br>reimbursing jurisdiction and<br>the adjudicating jurisdiction. |
| April 30 & May 1, 2014 |   | The Reimbursing Board<br>(accident jurisdiction) does<br>not have the authority to<br>appeal any adjudicative<br>decisions through the<br>Adjudicating Board's appeal<br>system.   |
| May 17 & 18, 2017      |   | Any appeal or reconsideration<br>is dealt with under the appeal<br>process of the Adjudicating<br>Board, with the exception of<br>cost relief appeals.<br>Entitlement to cost relief is<br>handled by the Reimbursing<br>Board, by whom claim costs<br>are ultimately paid.  |

| <b>Date</b>  | <b>Topic</b>  | <b>Resolution</b>  |
|--|---|--|
| <p>May 17 &amp; 18, 2017</p> <p>May 16 &amp; 17, 2018</p>  | <p>Assessing Board<br/>(Definition)</p>                     | <p>Assessing Board is also known as the reimbursing jurisdiction or the accident jurisdiction (outside of the AAP).</p> <p>Within the AAP, the Assessing Board is the board to whom an Electing Participant pays assessments. There can be more than one Assessing Board under the AAP if the Electing Participant has workers residing in more than one jurisdiction.</p> |
| <p>September 22 &amp; 23, 1997<br/>April 30 &amp; May 1, 2014<br/>(Clarification Provided)</p> <p>November 4 &amp; 5, 1999</p> <p>May 12 &amp; 13, 2010</p> <p>April 30 &amp; May 1, 2014<br/>(Clarification Provided)</p> | <p>AWCBC<br/>IJA Committee Meeting<br/>(Agenda)</p>         | <p>Future issues should be on all IJA Committee agendas.</p> <p>Agenda to be distributed 30 days prior to the meeting.</p> <p>Agenda material must be supplied sooner in order to provide appropriate time to review the materials prior to the meeting date.</p> <p>Agenda, briefing notes, and materials to be distributed 30 days prior to the meeting.</p>             |
| <p>September 22 &amp; 23, 1997<br/>April 30 &amp; May 1, 2014<br/>(Clarification Provided)</p> <p>May 17 &amp; 18, 2017</p>  | <p>AWCBC<br/>IJA Committee Meeting<br/>(Briefing Notes)</p> | <p>Briefing notes are to be prepared when requesting items be included on agendas.</p> <p>Briefing notes, (including any case studies) are to be added to meeting minutes.</p>   |
| <p>May 12 &amp; 13, 2010</p>   | <p>AWCBC<br/>IJA Committee Meeting<br/>(Chair)</p>          | <p>The role of the IJA Committee Chair at the annual AWCBC meeting is to be rotated amongst members every 2 years, based on the alphabetical order of jurisdictions. As BC, ON and PEI have recently acted as Chairs they will be considered</p>   |



| <b>Date</b>   | <b>Topic</b>  | <b>Resolution</b>  |
|---|---|--|
|   | Cont'd<br>AWCBC<br>IJA Committee Meeting<br>(Chair) | exempt from the rotation until all other jurisdictions have had an opportunity to chair the meetings.  |
| <p>April 14 &amp; 15, 1997</p> <p>April 30 &amp; May 1, 2014<br/>(Clarification Provided)</p> <p>May 20 &amp; 21, 2009</p> <p>May 10 &amp; 11, 2011</p> | AWCBC<br>IJA Committee Meeting<br>(Communication)   | <p>IJA Committee members are responsible for briefing summaries and briefing their AAP subcommittee representatives on issues relating to the AAP, that were discussed in the meeting. Although presently there is no AAP subcommittee, there is still an expectation that IJA Committee members brief their AAP counterparts in their own jurisdictions on issues relating to the AAP, that are discussed in meetings.</p> <p>It is the IJA Coordinators responsibility to update front line staff handling IJA claims regarding decisions, discussions (reflected in meeting minutes) and protocols that the Coordinators have agreed to. It would be helpful to have these individuals discuss IJA issues (via telephone, email, etc) with other jurisdictions to have them correlate with annual committee discussions.</p> <p>Meeting discussions should be shared with operations staff to ensure that the adopted practices/resolutions are being followed.</p> |
| September 28, 2000  | AWCBC<br>IJA Committee Meeting<br>(Frequency)       | Subsequent to April 2001, annual meetings will be held unless issues arise, which require additional meetings.   |

| <b>Date</b>   | <b>Topic</b>  | <b>Resolution</b>  |
|---|---|--|
| November 4 & 5, 1999<br><br>May 17 & 18, 2017<br><br>May 11 & 12, 2021        | AWCBC<br>IJA Committee Meeting<br>(Meeting Minutes)       | Not necessary to record personal names or reference to province except where necessary or requested.<br><br>Minutes to be circulated within 30 days of meeting. Briefing notes (including any case studies) are to be added to meeting minutes.<br><br>Final meeting minutes are to be sent to AWCBC to be placed on the repository. |
| April 14 & 15, 1997<br><br>April 30 & May 1, 2014<br>(Clarification Provided) | AWCBC<br>IJA Committee Meeting<br>(New Committee Members) | -Committee members are to provide orientation to colleagues from their own jurisdiction who are attending upcoming meetings, prior to the meeting.<br>-Background information will be provided by AWCBC.<br><br>-New committee members are responsible for reviewing minutes from prior meetings.                                    |
| May 12 & 13, 2010<br><br>May 11 & 12, 2021                                    | AWCBC Repository  | AWCBC repository website is to be used for sharing/posting/accessing material. The repository is a central, secure site, considered favorable over email for distribution of materials.<br><br>Previous years' meeting minutes, along with updated copies of the BPG and PPP are located on the AWCBC repository.                    |
| May 17 & 18, 2017   | Benefits in Kind<br>(Complaints)                          | When a worker or employer is dissatisfied with administrative services or benefit in kind services provided, the complaint is handled by the Administering Board (the Board that provided the benefit in kind services).   |

| <b>Date</b>  | <b>Topic</b>                               | <b>Resolution</b>  |
|--|--|--|
| April 29 & 30, 1999  | Benefits in Kind<br>(Contact Information)  | IJA Coordinators will act as the contact persons for outgoing requests for benefits in kind.   |
| April 14 & 15, 1997<br><br>April 30 & May 1, 2014<br>(Clarification Provided)<br><br>May 14 & 15, 2008 | Benefits in Kind<br>(Medical Examinations) | <p>It is critical to define the information required when requesting examinations from another Board, so the report is of value to the Board requesting it.</p> <p>Boards that provide service are responsible for follow-up communication with the requesting Board, to ensure understanding/agreement on service expectations.</p> <p>If there is a gap in the length of time it takes to arrange medical appointments, Boards to update the requestor with information on the future appointment date (to facilitate communication). Suggest that the letter from the provider to the worker, copy to the adjudicating Board and also the letter from the requestor to include a similar statement.</p> |
| May 1, 2006  | Benefits in Kind<br>(Payment)              | Benefits in kind are not limited to medical treatment but the full range of services available. The jurisdiction that requests the service ultimately pays for it. Often, an assisting board requests the services for the worker and deals directly with the provider. The assisting board may also receive and pay for the bill and then request reimbursement from the requesting board, rather than directing the invoice to the requesting board. This improves customer service and facilitates the ongoing  |

| <b>Date</b>  | <b>Topic</b>                            | <b>Resolution</b>   |
|--|---|---|
| May 10 & 11, 2011  | Cont'd<br>Benefits in Kind<br>(Payment) | <p>relationship between the board and its service providers.</p> <p>It is up to individual jurisdictions to negotiate on how they wish to bill "Benefit in Kind" services, that is, whether they want to issue reimbursement to the provider directly and then request reimbursement from the requesting Board or simply have the services billed directly to the requesting Board. It is up to individual jurisdictions to negotiate with other Boards as to whether they would prefer to make the decision to choose from a list of qualified professionals or have the assisting jurisdiction make this decision, as they may have more familiarity with the provider's availability and reputation.</p> |
| <p>April 29 &amp; 30, 1999</p> <p>April 13 &amp; 14, 2000</p> <p>May 28 &amp; 29, 2013</p> | Brochure                                | <p>A brochure will be developed and will be aimed at employers and workers. Each jurisdiction to determine how the brochure is to be distributed in their jurisdiction</p> <p>Brochure is no longer in use.</p>   |
| <p>April 14 &amp; 15, 1997</p> <p>May 10 &amp; 11, 2011</p> <p>May 16 &amp; 17, 2012</p>   | Contact List                            | <p>Committee members are responsible for updating contact lists.</p> <p>All jurisdictions are to ensure that their contact list is up-to-date. Errors can delay reimbursement of invoices received from other jurisdictions.</p> <p>All jurisdictions are responsible to update their IJA Committee contact list information. Information is to be forwarded to AWCBC to update accordingly.</p>  |

| <b>Date</b>                                   | <b>Topic</b> | <b>Resolution</b>  |
|---|--------------|--|
| September 22 & 23, 1997                       | Cost Relief  | If cost relief is an issue on a claim where reimbursement is going to be requested from another jurisdiction, the employer is to be advised, (in writing), that cost relief must be sought from the Reimbursing Board (accident jurisdiction). The decision regarding cost relief does not affect the amount reimbursed between Boards.  |
| September 28 & 29, 1998                       |              | Cost relief is at the discretion of the Reimbursing (accident) Board.  |
| March 14 & 15, 2008                           |              | The assessment costs follow the employer to the jurisdiction where the injury occurred. Cost relief applied by the Reimbursing Board (accident jurisdiction) is not considered readjudication.   |
| May 10 & 11, 2011                             |              |  |
| May 28 & 29, 2013<br>(Clarification Provided) |              | The Reimbursing Board (accident jurisdiction) is responsible to determine cost relief entitlement based on its own policies/procedures for the amount reimbursed to the Adjudicating Board. If there is a shortfall in reimbursement, the Adjudicating Board can decide if cost relief is applicable for the amount left in its claim costs. It is the IJA Coordinator's responsibility to keep the front line staff informed of this process. |
| May 18 & 19, 2016<br>(Reiterated)             |              |  |
| April 30 & May 1, 2014                        |              | The Ontario Board will determine entitlement to cost relief in cases where it is the Adjudicating Board, but any amounts that are subsequently reimbursed will be removed from employer's cost   |

| Date  | Topic                 | Resolution   |
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| May 18 & 19, 2016                             | Cont'd<br>Cost Relief | <p>statement and will no longer apply.</p> <p>Nova Scotia does not have any cost relief provisions, therefore, do not participate in any cost relief decisions regardless if they are the Reimbursing Board.</p> <p>Reimbursing Board (accident jurisdiction) does not have the ability to honor Adjudicating Boards' decisions on cost relief, regardless if they are from an appeal body of the Adjudicating Board.</p> <p>It is each jurisdiction's responsibility to educate their operations areas on cost relief resolutions outlined in this guide.</p> |
| May 17 & 18, 2017<br>(Clarification Provided) |                       | <p>The Reimbursing Board (accident jurisdiction) is responsible to determine cost relief entitlement. Appeals from the employer are handled by the Reimbursing Board. Section 15.3(Appeals) of the IJA applies to benefits in kind services and not appeals for cost relief. Refer to detailed 2017 case study in BPG.</p>   |
| May 11 & 12, 2021                             |                       | <p>With the development of Covid, many jurisdictions have created specific policies relating to 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. In these cases, cost relief is <i>still</i> at the discretion of the Reimbursing Board, in</p>   |

| <b>Date</b>   | <b>Topic</b>  | <b>Resolution</b>  |
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|   | Cont'd<br>Cost Relief   | accordance with its own policies/procedures.   |
| May 18 & 19, 2016   | Disclosure of Information<br>(Assessing Employer)   | All jurisdictions agreed that worker consent is not required to release a copy of the file to the assessing employer, the employer who is charged with the claim costs.  |
| May 17 & 18, 2017   | Disclosure of Information<br>(Benefits in Kind)   | Refer to Schedule N of BPG.  |
| May 17 & 18, 2017   | Disclosure of Information<br>(Claims Outside of the IJA)  | Refer to Schedule N of BPG.  |
| <p>May 14 &amp; 15, 2008</p> <p>May 28 &amp; 29, 2013<br/>(Clarification Provided)</p> <p>May 18 &amp; 19, 2016<br/>(Clarification Provided)</p> <p>May 17 &amp; 18, 2017<br/>(Clarification Provided)</p> <p>May 16 &amp; 17, 2018</p> | Disclosure of Information<br>(Consent When Requesting<br>Claim Information from<br>Another Board for IJA Claim) | <p>Privacy provisions pose some challenges to release of information in certain cases. When a Board requests medical information from another Board, for the purposes of adjudication, information has been released, in the past, without consent.</p> <p>The chart outlining each board's position will be updated in May 2017 meeting based on revised tables provided and completed by each jurisdiction by December 31, 2016.</p> <p>Further clarification from jurisdictions was required by May 26, 2017, before table could be completed.</p> <p>Refer to completed chart in Appendix N of BPG for complete details</p> <p>.</p> |

| Date                         | Topic   | Resolution  |
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|                              |   | <p>- NL does not require consent for the purpose of cost reimbursement and/or potential duplication of benefits/assessments. Any further disclosures of personal information (outside of IJA) requires written consent from the worker.</p> <p>- YK does not require consent for IJA purposes (in accordance with their legislative authority). However, any further disclosures of personal information (outside of IJA) requires written consent from the worker.</p> <p>- NS attempts to get consent first, but their Act says that if they are releasing information that is for the use in which they had originally collected it, it is okay to release. They will review on a case by case basis.</p> <p>- SK will release information that is being requested for workers compensation purposes.</p> <p>- ON requires written consent from worker in most cases before any health records will be released, in situations where disclosure is not specifically provided for in the IJA. Disclosure is generally allowed where compelling circumstances exist affecting the health or safety of an individual. For example, if the health care provider believes worker will harm self or others, information can be released.</p> <p>- BC generally requires consent from the worker. Where consent is not available, they will consider the request for disclosure on a case by case basis to determine if there is a provision in their FIPPA legislation that allows for the release of information, without consent.</p> <p>- QC requires specific written consent from the worker.</p> <p>- NWT can release information to any WCB province participating in the IJA.</p> <p>- MB uses “consistent use” provision. Consent would be requested if info requested by non-contracted 3<sup>rd</sup> party.</p> <p>- NB would require consent from the worker before releasing medical information to another Board.</p> <p>- AB does not require consent for the purpose of cost reimbursement and/or potential duplication of benefits/assessments. However, if another jurisdiction is requesting medical information only (outside of IJA), no consent is required. Alternatively, if another jurisdiction is requesting a complete copy of the worker’s file (outside of IJA), a written consent is required from the worker.</p> <p>- PEI can release personal information as long as it falls within the IJA. Any further disclosures of personal information (outside of IJA) requires written consent from the worker.</p> <p>*Reference updated chart in Schedule N of BPG</p> |
| <p>May 12 &amp; 13, 2010</p> | <p>Disclosure of Information (Consent when Requesting Claim Information from Another Board-for IJA Claim)</p> | <p>Privacy legislation supersedes WC legislation. Amending the IJA to include an information sharing clause may contravene some jurisdictions’ privacy legislation. As such, no amendments to the IJA are recommended.</p>  |
| <p>May 16 &amp; 17, 2018</p> |   | <p>If there is concern regarding sharing of IJA claim information between jurisdictions, based on existing privacy legislation,</p>   |



| <b>Date</b>   | <b>Topic</b>   | <b>Resolution</b>   |
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|   | Cont'd<br>Disclosure of Information<br>(Consent when Requesting<br>Claim Information from<br>Another Board-for<br>IJA Claim) | Interjurisdictional<br>Coordinators should become<br>involved to resolve the issue.<br>*Refer to BPG for detailed<br>2018 case study.   |
| May 17 & 18, 2017   | Disclosure of Information<br>(Cost Reimbursement)  | All jurisdictions agreed that<br>worker consent is not required<br>to release a copy of the file to<br>the jurisdiction that has been<br>requested to provide cost<br>reimbursement under the IJA<br>or transfer of assessments<br>under the AAP.   |
| May 18 & 19, 2016   | Disclosure of Information<br>(Cost Relief Requests)  | All jurisdictions agreed that<br>worker consent is not required<br>to release a copy of the file to<br>the employer when requesting<br>cost relief.   |
| <p>April 20, 2001</p> <p>May 1, 2006</p> <p>May 16 &amp; 17, 2012<br/>May 28 &amp; 29, 2013<br/>(Updated to include all<br/>Boards, not only QC)</p> <p>May 15 &amp; 16, 2019</p> | Disclosure of Information<br>(Freedom of Information-<br>Collection/General<br>Information Sharing)                          | <p>File info can be shared<br/>between jurisdictions subject<br/>to specific statutory or policy<br/>restrictions.</p> <p>Discussion regarding<br/>information sharing among<br/>jurisdictions in the context of<br/>privacy legislation. Members'<br/>consensus was that it is good<br/>practice to obtain a worker's<br/>consent to share information<br/>with other jurisdictions.</p> <p>Most Boards are limited to<br/>collect certain types of<br/>information due to their FOIP<br/>legislation. Therefore, it may<br/>not be exactly what the<br/>reimbursing Board always<br/>requires (e.g. affidavit for<br/>proof of date of birth).</p> <p>AB has implemented<br/>electronic invoicing (s-filer)<br/>for SK, BC, MB, and ON.<br/>Rollout to remaining<br/>provinces will continue.</p> |

| <b>Date</b>  | <b>Topic</b>   | <b>Resolution</b>   |
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| <p>May 11 &amp; 12, 2021</p> <p>May 11 &amp; 12, 2021</p> <p>April 5 &amp; 6, 2022</p> | <p>Cont'd<br/>Disclosure of Information<br/>(Freedom of Information-<br/>Collection/General<br/>Information Sharing)</p> | <p>Effective December 31, 2019 AB has completed implementation of electronic invoicing (s-filer) for all jurisdictions and will no longer send documents via mail.</p> <p>File Transfer Protocol (FTP) sites (i.e. SharePoint, TitanFile, ShareFile, etc) do not pose any privacy concerns for sharing of information between jurisdictions. However, if jurisdictions are saving records from the FTP site to their computers/drives, FOIP legislation should be considered.</p> <p>All jurisdictions (with the exception of SK) now share information through a secure platform (i.e. ShareFile, Titan File, S-filer, SharePoint, Liquid Files) when requesting reimbursement under the IJA, rather than in paper format.</p> |
| <p>April 22, 2002</p>  | <p>Disclosure of Information<br/>(Quebec)</p>  | <p>Quebec cannot accept worker consents that are "too broad," nor those that are not specific, not signed or which do not meet the criteria outlined in the meeting materials under agenda item 8. They requested their criteria be circulated to appropriate staff and also provided a sample form that is required to be signed by the worker prior to release of information. A number of jurisdictions indicated that Freedom of Information issues will likely result in similar form requirements in their jurisdictions in the near future.</p>  |



| <b>Date</b>  | <b>Topic</b>                                 | <b>Resolution</b>   |
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| April 22, 2002   | Dispute Resolution<br>(Reimbursement Issues) | Discussion:   |
| <p>On Reimbursement matters, how can the adjudicative decisions of the Board receiving the reimbursement request be challenged by the Board making the reimbursement request, where the second Board disputes the correctness of the first Board's decision?</p> <p>(i) Through dispute resolution under the IJA?<br/> (ii) Through the statutory appeal process in the jurisdiction that made the decision?<br/> (iii) Through consensual arbitration?<br/> (iv) Through the courts?</p> <p>An example for the purposes of the discussion was reviewed. Following discussion, it was noted that option (i), dispute resolution under the IJA and (iii) consensual arbitration would require the agreement of both parties. With respect to (ii), the appeals process in the jurisdiction that says no, availability depends not on the agreement of the parties but the rules regarding "interested party status" in the jurisdiction where the appeal is brought. With respect to (iv), it was noted that lawsuits are rarely started by agreement so agreement would not be necessary. It was noted that both parties must agree to reimburse under the spirit of the agreement and that it is the reimbursing Board's responsibility to "go after" the assessment.</p> |  |   |
| May 20 & 21, 2009  | Double Compensation                          | <p>Jurisdictions will determine amongst themselves as to the most appropriate method for recovering costs in situations where a worker has elected to claim and received benefits in one jurisdiction and then, chose to elect and receive benefits in another.</p> <p>The majority of jurisdictions confirmed that they do not have the ability to direct workers to repay any compensation paid to them by another jurisdiction in error nor withhold entitlement to benefits under their legislation to offset the overpayment by another jurisdiction.<br/> *Refer to BPG for detailed 2018 case study.</p> |
| May 16 & 17, 2018  |  |   |
| April 6 & 7, 1998  | Election<br>(Form Requirement)               | All Boards can use their own Right to Elect form but must ensure they have a signature and SIN block included.  |
| September 28 & 29, 1998<br>May 16 & 17, 2018<br>(Clarification Provided)   |  | If worker has choice of jurisdiction in which to elect, the election form should be signed. If the form is signed,  |

| Date   | Topic   | Resolution   |
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| <p data-bbox="282 548 565 642">April 20, 2001<br/>April 30 &amp; May 1, 2014<br/>(Clarification Provided)</p> <p data-bbox="337 848 509 879">April 22, 2002</p> <p data-bbox="306 1787 540 1818">May 12 &amp; 13, 2010</p> | <p data-bbox="680 247 924 342">Cont'd<br/>Election<br/>(Form Requirement)</p> | <p data-bbox="1008 247 1365 342">worker does not have ability to go elsewhere, <i>provided that the claim is accepted.</i></p> <p data-bbox="1008 380 1365 506">30 day time limit for election can be waived if another Board has not already paid the claim.</p> <p data-bbox="1008 548 1365 842">There used to be a cover letter sent with election form stating that the worker had to elect within 30 days. Since many jurisdictions did not have this limitation, it was agreed that this limitation could be waived. This cover letter is no longer in use.</p> <p data-bbox="1008 848 1365 1115">The IJA Committee also agreed that <u>generally</u> there cannot be entitlement to claim in more than two jurisdictions i.e. jurisdiction of accident and jurisdiction of residence (other than occupational disease under Section 7).</p> <p data-bbox="1008 1152 1365 1745">In cases where a worker may be entitled to compensation and may have entitlement in one of two jurisdictions, where both interjurisdictional and 3<sup>rd</sup> party election may apply, can a single Form of Election be used? The IJA Committee concluded that the Election Form prepared for the purposes of the IJA does not have to be used but that the form that is used must capture the information requested on the IJA election form, and must also clearly outline what other type(s) of election is/are required.</p> <p data-bbox="1008 1751 1365 1881">Each Board should try to administer claims so they work in harmony with the IJA given that all Boards are</p> |

| <b>Date</b>       | <b>Topic</b>                             | <b>Resolution</b>  |
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| May 16 & 17, 2012 | Cont'd<br>Election<br>(Form Requirement) | <p>signatory to the Agreement and responsible for the legal obligations under it, regardless whether it is a duty to obtain an election under their governing legislation. There is still a contractual duty to have an IJA election signed and there is merit to doing so to prevent double compensation and facilitate cost reimbursement under the IJA.</p> <p>Specifically, Section 4.1 clearly outlines that when there may be entitlement to benefits from more than one jurisdiction, the Adjudicating Board needs to obtain the worker's election and notify the other Board accordingly.</p> <p>All jurisdictions are reminded that under Section 4.1 it is mandatory to obtain a completed right of election from workers who may have the ability to elect in more than one jurisdiction.</p> |
| May 17 & 18, 2017 |  | <p>Best practice is to obtain a completed right of election. However, when it is not possible to obtain the completed form, each jurisdiction can determine whether to proceed based on the spirit/intent of the IJA and potentially assume the risk of no reimbursement. Refer to Reimbursement (Election Form) for details on reimbursement.</p>   |
| May 16 & 17, 2018 |  | <p>It is up to each jurisdiction to determine whether they wish to accept a claim without a completed right of election,</p>   |

| Date   | Topic                                      | Resolution   |
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| May 11 & 12, 2021  | Cont'd<br>Election<br>(Form Requirement)   | <p>however, they may risk duplication of benefits to the worker and denial of reimbursement from the accident jurisdiction.<br/>*Refer to the BPG for detailed 2018 case study.</p> <p>AB introduced a mobile app (August 2021) for right of election for out of province accidents/workers. All jurisdictions have provided written confirmation that they will accept reimbursement requests made based on the modified right of election process through the mobile app, including acceptance of both the electronic signature and the absence of the witness signature.</p>  |
| <p>April 14 &amp; 15, 1997<br/>(Amended Sept. 28, 2000)</p> <p>April 30 &amp; May 1, 2014<br/>(Clarification Provided)</p> <p>September 28, 2000</p> | Election<br>(Notification to other Boards) | <p>-Send election forms to all workers where appropriate.<br/>-Claims contacts in all jurisdictions are to advise all other jurisdictions, when a worker elects to claim in their jurisdiction. The mechanism to be used is to send the signed election form, attached to the Application for Compensation (or other relevant document containing pertinent information <b>including claim #</b>) to any other Board <b>and Worker</b> where the worker may have had the right to elect.</p> <p>The committee agreed that notification should be a copy of the election and a copy of the application. The Board receiving this information should initiate a claim and then suspend it.</p> |

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| June 9, 2003      | Cont'd<br>Election<br>(Notification to other Boards) | Jurisdictions must ensure that when workers elect to claim in one jurisdiction, that this jurisdiction copy the election and application to all other jurisdictions.<br>-Elections should precede requests for reimbursement.   |
| April 19, 2004    |  | It was agreed that each jurisdiction would work to send notification of a worker's potential right to elect. When a worker does elect there is an obligation to advise the other Board / Commission and provide appropriate background info. A reminder to staff would be sent requesting that they screen for potential IJA claims.  |
| May 12 & 13, 2010 |  | All Boards need to be sure that workers are properly advised of their right of election in more than one province.  |
| May 12 & 13, 2010 |  | It was agreed that best practice is to send the completed election form to the other jurisdiction as soon as it is received from the worker rather than when required in conjunction with an IJA reimbursement, as it is much harder to collect overpayments from a worker at a later date if double compensation has been confirmed. |
| May 10 & 11, 2011 |  | All jurisdictions agreed to send a completed election form to other involved jurisdictions as soon as they were received, in order to prevent duplicate claim   |



| Date  | Topic   | Resolution  |
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| <p>April 30 &amp; May 1, 2014<br/>(Clarification Provided)</p> <p>May 16 &amp; 17, 2018<br/>(Clarification Provided)</p> <p>May 16 &amp; 17, 2018</p> | <p>Cont'd<br/>Election<br/>(Notification to other Boards)</p> | <p>acceptance by more than one jurisdiction.</p> <p>Not all Boards follow this process. Clarification will be provided in May 2015 meeting with a new resolution.</p> <p>Despite not all jurisdictions following this process, the best practice is still to send a completed election form to other jurisdictions, once received.</p> <p>All jurisdictions require different information to determine whether a claim has been established.</p> <p>*Refer to Schedule J of the BPG for requirements of each jurisdiction.</p>  |
| <p>May 2, 2005</p> <p>May 16 &amp; 17, 2018<br/>(Clarification Provided)</p> <p>May 10 &amp; 11, 2011</p>   | <p>Election<br/>(Re-Election)</p>                             | <p>It was agreed that if jurisdictions agreed, <i>workers could change election to a different jurisdiction, if not properly informed of rights, providing there was a remedy for duplication of costs.</i> This could be in the form of deductions from worker's benefits in one jurisdiction, for those benefits originally paid by another jurisdiction, and would include a reimbursement provision.</p> <p>A worker can re-elect with another jurisdiction (B) if the claim was denied with the first jurisdiction (A). The worker is considered to have removed the right of appeal with jurisdiction A once he/she signed the application to elect with jurisdiction B. This</p> |

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| May 16 & 17, 2018 | Cont'd<br>Election<br>(Re-Election) | <p>eliminates the issue of any duplication of benefits.<br/>*Refer to BPG for detailed 2011 case study.</p> <p>Re-election is permitted in another jurisdiction when the worker's claim is denied by the original jurisdiction in which the worker initially elected.<br/>*For impact on reimbursement, refer to Reimbursement-Re-Election Topic/Resolutions.<br/>*Also refer to BPG for detailed 2018 case studies.</p> |
| May 10 & 11, 2011 | Election<br>(Triggers)              | A chart identifying potential triggers for election purposes was created and was to be used by each jurisdiction. The chart outlined potential triggers jurisdictions could use so right of election opportunities were not missed for injured workers.  |
| May 28 & 29, 2013 | Employer Assessment<br>(Penalties)  | Any issues relating to retroactive assessments, interest and penalties levied to an employer by a Reimbursing Board (based on the fact that the employer should have been registered with the Reimbursing Board) are outside of the role of the IJA Coordinator and should be referred to the appropriate assessment department of the concerned jurisdiction.   |
| May 12 & 13, 2010 | Employer Assessment<br>(Trucking)   | It is up to each individual jurisdiction to decide on whether they would attempt to access information from various federal/provincial agencies to identify and track inter-provincial trucking activities (such as the International Fuel Tax   |

| Date  | Topic   | Resolution  |
|---|---|---|
|   | Cont'd<br>Employer Assessment<br>(Trucking)                     | Agreement (IFTA) through the Department of Finance). This was not considered to be an issue within the IJA mandate, but perhaps an assessment issue.  |
| June 9, 2003  | Fatalities<br>(Disclosure of File Information)                  | <p>Ensure that information about dependents is updated in fatal claims in cases where reimbursement is being requested.</p> <p>Committee previously agreed that a covering letter, advising the Reimbursing Board of the current status of dependents, including birth dates, whether in school or out of school, would be included in ongoing annual requests for reimbursement.</p> |
| May 11 & 12, 2021   | Fatalities<br>(Election/Designation of Different Beneficiaries) | <p>In situations where there may be more than one beneficiary in two different jurisdictions (common law spouse in one jurisdiction vs legal guardian of children in another jurisdiction), it is possible to have two accepted claims in different jurisdictions, providing there is no duplication of benefits.</p> <p>*Refer to BPG for detailed 2021 case study.</p>              |
| <p>May 14 &amp; 15, 2008<br/>May 20 &amp; 21, 2009</p> <p>May 27 &amp; 28, 2015</p> <p>May 18 &amp; 19, 2016<br/>May 18 &amp; 19, 2017<br/>(Clarification Provided)</p> | Fatalities<br>(Statistics)                                      | <p>Fatalities are only counted in the jurisdiction where it occurred. Not accurate, see below (Clarification provided in 2017).</p> <p>Clarification from NWISP required.</p> <p>Fatalities are counted in the jurisdiction <i>where right of election</i> was accepted (for the year it was accepted, <i>not</i> the year when incident occurred).</p>                               |

| <b>Date</b>  | <b>Topic</b>                                    | <b>Resolution</b>   |
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| May 16 & 17, 2018  | Cont'd<br>Fatalities<br>(Statistics)            | NWISP Committee confirmed all jurisdictions are complying with national standards.  |
| <p>April 20, 2001</p> <p>April 30 &amp; May 1, 2014<br/>(Clarification Provided)</p> <p>May 14 &amp; 15, 2008</p> <p>April 30 &amp; May 1, 2014<br/>(Clarification Provided)</p> | Fatalities<br>(Survivor/Pension Benefits)       | <p>Reimbursement of reinstated survivor benefits or special payments, as a result of legislative changes, will not be pursued.</p> <p>For fatalities, do you request actual or average? Should be actual costs. When you pay out, do you pay out actual or estimated/maximum? Actual -Agreement billing minimum is quarterly.</p> <p>When requesting reimbursement for fatality benefits, requests should be based on actual costs issued. Similarly, when reimbursing, actual costs should be reimbursed.</p>  |
| <p>May 17 &amp; 18, 2017</p> <p>May 15 &amp; 16, 2019<br/>(Clarification Provided)</p>   | Government Employees<br>Compensation Act (GECA) | <p><i>GECA covers federal employees or employees of federal agencies. GECA claims are excluded from the IJA/AAP. GECA employee's jurisdiction to elect benefits is determined by the Government Employees Compensation Place of Employment Regulations SOR/86-791 s.2 "... the place where an employee is usually employed is the place where the employee is appointed or engaged to work."</i></p> <p>Jurisdictions cannot impose their out of province legislations to dictate right of election for GECA claims. Refer to detailed 2018 case study in BPG</p> |

| <b>Date</b>  | <b>Topic</b>  | <b>Resolution</b>  |
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| May 15 & 16, 2019                                  | Cont'd<br>Government Employees<br>Compensation Act (GECA) | Employees of Air Canada are not considered federal employees and therefore, their employees are not covered under GECA.<br>*Refer to BPG for detailed 2019 case study.   |
| May 2, 2005  | Hearing Aids  | It was suggested that pre-approval be obtained prior to purchasing digital aids as not all jurisdictions cover this benefit.   |
| April 30 & May 1, 2014<br>(Clarification Provided) |   | Denial of reimbursement of hearing aids would be considered readjudication by the Reimbursing Board, and therefore, not permitted.   |
| May 15 & 16, 2019                                  | Hearing Loss Agreements                                   | SK and AB have had a longstanding agreement (predating 2010) regarding the handling of hearing loss claims where there has been exposure in both jurisdictions. The jurisdiction where the claim is filed will not discount occupational noise exposure occurring in the other jurisdiction, for purposes of Permanent Functional Impairment assessment rating. This has no impact on the IJA as hearing loss is exempt. |
| April 19, 2004                                     | Legislation Updates                                       | It was agreed that major legislative updates would be forwarded to the AWCBC for distribution to the committee and that correspondence should include details regarding legislative changes that may have impacted requests for reimbursement.   |
| April 6 & 7, 1998                                  | Limitation Period   | Limitation period should be included to assist with addressing non-participating Boards who suddenly become operational. Issue to be   |

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| April 30 & May 1, 2014<br>(Clarification Provided) | Cont'd<br>Limitation Period                   | included on list of amendments.<br>All jurisdictions are fully participating in the IJA, subject to Schedule J of BPG. Therefore, there is no limitation period applicable.   |
| May 12 & 13, 2010                                  | Long Latency Claims                           | A best practice guide was developed including procedures/processes and guidelines for confirming employment and employment history, medical diagnosis and principles for adjudication. (incorporated into the BPG).   |
| May 20 & 21, 2009                                  | Mutual Aid Resources Sharing Agreement (MARS) | The MARS Agreement has been amended to recognize the right of workers to elect in their home jurisdiction or the jurisdiction of injury. This Agreement is no longer in conflict with the IJA.  |
| May 15 & 16, 2019                                  | MARS<br>(Reimbursement Requirement)           | Although the MARS agreement contained basic IJA principles, it was thought to be silent on issues of reimbursement between jurisdictions. Committee members had different opinions whether reimbursement was applicable and interpretation of "The costs of the claim will be paid by the worker's compensation agency administering the claim" which was highlighted in Section 6.1 of the Implementation Guidelines of the MARS agreement.<br>*Refer to BPG for detailed 2019 case study. Further review was occurring to determine whether consensus could be reached. |



| <b>Date</b>          | <b>Topic</b>   | <b>Resolution</b>  |
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| April 5 & 6, 2022    | Cont'd<br>Occupational Disease<br>(Partial Exposure) | Most jurisdictions do not have legislation that would allow consideration of exposure in another jurisdiction. Although legislation is silent, consideration should be given to Section 7 of the IJA which allows exposure from all provinces to be considered to determine if there is sufficient exposure to support a claim.  |
| May 15 & 16, 2019    | Occupational Disease<br>(Psychological Injuries)     | Psychological injuries are not classified as Occupational Diseases under Section 7 of the IJA.   |
| May 16 & 17, 2018    | Reimbursement Protocols<br>(Airline Industry)        | All jurisdictions agreed that costs for injuries that occur <i>in-flight</i> are borne by the jurisdiction administering the claim. There is no reimbursement under the IJA for these claims.<br>*Refer to BPG for detailed 2018 case study.   |
| November 4 & 5, 1999 | Reimbursement Protocols<br>(Claim Summary)           | Case summaries are to be sent with first invoice for a new IJA related claim. There was no consensus on whether an updated summary should be mailed with subsequent invoices due to the fact that invoices were to be submitted quarterly, the sheer volume of claims handled in some provinces, and the fact that some provinces' IJA claims were not centrally administered by one person. |
| May 1, 2006          |  | Members noted that a benefit summary sheet should accompany every request for reimbursement. It is helpful to include information about the effective date of benefit changes. Before seeking reimbursement, requesting boards are also asked to   |



| <b>Date</b>  | <b>Topic</b>  | <b>Resolution</b>   |
|--|---|---|
| <p data-bbox="305 447 540 478">May 20 &amp; 21, 2009</p> <p data-bbox="280 747 565 814">April 30 &amp; May 1, 2014<br/>(Clarification Provided)</p> <p data-bbox="305 1014 540 1045">May 18 &amp; 19, 2016</p> | <p data-bbox="646 247 959 342">Cont'd<br/>Reimbursement Protocols<br/>(Claim Summary)</p> | <p data-bbox="1005 247 1365 411">confirm that the claim does not involve an AAP employer or a self-insured employer (self-insured in both jurisdictions).</p> <p data-bbox="1005 447 1365 678">When requesting reimbursement from another Board, all jurisdictions agreed that all file documents, including medical reporting, should be sent to the Reimbursing Board.</p> <p data-bbox="1005 716 1365 947">Actual claim summaries are optional for jurisdictions. However, it is still crucial that complete file documentation, including all pertinent details, are submitted with reimbursement requests.</p> <p data-bbox="1005 984 1365 1178">Although not mandatory, cover letters, including invoice numbers and outlining time periods requested for reimbursement are beneficial for easier tracking.</p> |
| <p data-bbox="305 1186 540 1218">May 14 &amp; 15, 2008</p> <p data-bbox="305 1587 540 1619">May 20 &amp; 21, 2009</p>  | <p data-bbox="646 1186 959 1253">Reimbursement Protocols<br/>(Denial)</p>                 | <p data-bbox="1005 1186 1365 1549">Reimbursing jurisdiction disputes whether claim is an IJA claim at all and denies reimbursement. Regardless of end result, the worker should not be left hanging. If adjudicators and coordinators cannot come to an agreement, 3<sup>rd</sup> party dispute resolution would be the recommended avenue.</p> <p data-bbox="1005 1587 1365 1854">Where a decision results in a denial or shortfall on reimbursement issued, the decision letter should contain a full explanation of the reasons, including reference to legislative authority and policy applied.</p>  |



| <b>Date</b>            | <b>Topic</b>   | <b>Resolution</b>   |
|------------------------|--|---|
| May 10 & 11, 2011      | Reimbursement Protocols<br>(Dollar for Dollar<br>Agreements-<br>Participating Jurisdictions) | Effective June 1, 2010 the Saskatchewan and Alberta Boards entered into an Agreement to reimburse dollar-for-dollar for all IJA invoices received.<br><br>Effective January 1, 2012 the Saskatchewan Board confirmed that they would be issuing full reimbursement to all jurisdictions with no reciprocation required. |
| May 16 & 17, 2012      |  | Effective January 1, 2012 Alberta and Saskatchewan entered into dollar-for-dollar reimbursement agreements with Manitoba.   |
| April 30 & May 1, 2014 |  | Effective January 1, 2014 Alberta entered into dollar-for-dollar reimbursement agreement with Yukon.  |
| May 17 & 18, 2017      |  | Effective January 1, 2017 Manitoba and Yukon entered into a dollar-for-dollar reimbursement agreement.<br><br>Effective May 15, 2017 Alberta entered in an interpretative agreement with British Columbia for reimbursement under the IJA.  |
| May 16 & 17, 2018      |  | Effective July 1, 2017 New Brunswick and PEI entered into a dollar for dollar reimbursement agreement.<br>Effective August 1, 2017 Nova Scotia and New Brunswick entered into a dollar for dollar reimbursement agreement.  |
| May 15 & 16, 2019      |  | Effective October 1, 2018 Nova Scotia and Prince Edward Island entered into a   |





| <b>Date</b>   | <b>Topic</b>                                       | <b>Resolution</b>   |
|---|--|---|
| May 15 & 16, 2019   | Reimbursement Protocols<br>(Employer Notification) | The Adjudicating Board is to keep the employer informed of cost reimbursement requests, including advising employers of the impact on their assessments for claims with injuries occurring outside of their jurisdiction and jurisdictional responsibility regarding determination of cost relief entitlement.  |
| <p data-bbox="321 621 529 653">April 6 &amp; 7, 1998</p> <p data-bbox="272 852 574 884">September 28 &amp; 29, 1998</p> <p data-bbox="282 1052 565 1115">April 29 &amp; May 1, 2014<br/>(Clarification Provided)</p> <p data-bbox="310 1388 537 1419">May 14 &amp; 15, 2008</p> | Reimbursement Protocols<br>(Employer Registration) | <p data-bbox="1008 621 1321 810">The Reimbursing Board is obliged to honor the IJA reimbursement if the Employer was in a compulsory industry at the time of the accident.</p> <p data-bbox="1008 852 1344 1020">If a worker claims in the jurisdiction he/she is injured or killed, and assessment premiums can be backdated, the IJA applies.</p> <p data-bbox="1008 1062 1370 1356">If it is determined that a worker is able to claim in the jurisdiction in which the injury occurred and the employer is in a mandatory industry, assessment can be backdated, so the IJA can be applicable, and reimbursement can occur.</p> <p data-bbox="1008 1398 1365 1818">IJA reimbursement requests (non-registered employer vs. should have been registered). If the employer is not registered, it needs to be determined whether employer should have been registered. This is not a bar to reimbursement. There are sometimes challenges in determining whether employer should have been registered.</p> |

| <b>Date</b>  | <b>Topic</b>   | <b>Resolution</b>  |
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| May 17 & 18, 2017  | Cont'd<br>Reimbursement Protocols<br>(Employer Registration)             | <p>If it is determined that an employer was either not required to have an account or a different employer charging determination was made, the Reimbursing Board which made the administrative error can request a refund for the reimbursement already issued to the Adjudicating Board. A general 2 year limitation period to request a refund is considered reasonable, unless parties agree to a longer limitation period.</p> <p>*Refer to the BPG for detailed 2017 case study.</p>   |
| <p>May 12 &amp; 13, 2010</p> <p>April 30 &amp; May 1, 2014<br/>(Clarification Provided)</p> <p>May 17 &amp; 18, 2017</p> | Reimbursement Protocols<br>(Entitlement Change-By<br>Adjudicating Board) | <p>Jurisdictions agreed that in situations where an Adjudicating Board experiences a change in a decision (i.e. as a result of an appeal), it should be reflected in the reimbursement requests made to the Assessing/ Reimbursing Board. Determination of an error in this case, would not be considered readjudication. Jurisdictions should act in good faith to deal with these claims as they rarely occur.</p> <p>Where there is a change in entitlement by the Adjudicating Board resulting in a reduction in total costs, there is an obligation to refund the Reimbursing Board of any funds already paid, in order to accurately reflect the employer assessments in the Reimbursing/Accident jurisdiction. It is not appropriate to have the employer request cost relief from the Assessing Board.</p> <p>*Refer to BPG for detailed 2017 case study</p> |





| <b>Date</b>  | <b>Topic</b>   | <b>Resolution</b>   |
|--|--|---|
| May 1, 2006  | Cont'd<br>Reimbursement Protocols<br>(Invoice Frequency/<br>Reimbursement) | 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 requirements. A Board's denial of reimbursement for subsequent billing would be contrary to the spirit of the IJA. |
| May 11 & 12, 2021<br>(Clarification Provided)                      |  | Reimbursement requests are not to exceed a period of over 2 years (since written notice is to be provided within 2 years for initial reimbursement- Section 9.10 of the IJA). For reimbursement requests received over 2 years, individual jurisdictions can review approval of reimbursement on a case by case basis.  |
| April 5 & 6, 2022<br>(Clarification Provided)                      |  | Given the circumstances of COVID-19 and the challenges with conducting regular operations, jurisdictions agreed that requests for reimbursement received over the 2 year time period would be reviewed on a case-by-case basis.   |
| May 14 & 15, 2008<br>May 11 & 12, 2021<br>(Clarification Provided) |  | Billing is to occur no more than quarterly in a 12 month calendar year (January - December).  |
| May 20 & 21, 2009<br>May 11 & 12, 2021<br>(Clarification Provided) |  | Jurisdictions agreed that they would make every effort to issue and pay invoices in a timely manner. Best practice  |



| <b>Date</b>   | <b>Topic</b>   | <b>Resolution</b>  |
|---|--|--|
| <p>May 10 &amp; 11, 2011</p> <p>April 30 &amp; May 1, 2014<br/>(Clarification Provided)</p> <p>May 11 &amp; 12, 2021<br/>(Clarification Provided)</p> | <p>Reimbursement Protocols<br/>(Invoice Threshold)</p> | <p>Effective January 1, 2012 any <b>subsequent</b> requests for cost reimbursement are to have a minimum threshold of \$200 for IJA claims only (not applicable for AAP).</p> <p>The minimum threshold of \$200 for subsequent requests for cost reimbursement is to apply to <b>both IJA and AAP</b> claims, regardless whether the claim is at its finality and there are less than \$200 in costs (as per the May 2011 meeting minutes).</p>  |
| <p>April 29 &amp; 30, 1999</p> <p>April 22, 2002<br/>(no longer relevant)</p> <p>May 10 &amp; 11, 2011</p>  | <p>Reimbursement Protocols<br/>(Limitation Period)</p> | <p>The adjudicating Board must provide some type of notice to the reimbursing Board of a potential IJA claim within 2 years from the date of the acceptance of the claim. IJA Coordinates were reminded to notify their Board/Committee that for potential reimbursement claims arising before June 26, 2000, notice must be given to a reimbursing Board no later than June 25, 2002 and that no reimbursements are payable on a claim unless the adjudicating Board/Commission has provided written notice within this time frame.</p> <p>All jurisdictions agreed that no changes were recommended to Section 9.10 which requires the adjudicating Board to notify a reimbursing Board of a potential reimbursement claim within two years from the date that the claim was accepted by the Adjudicating Board.</p> |

| <b>Date</b>  | <b>Topic</b>   | <b>Resolution</b>   |
|--|--|---|
| September 28 & 29, 1998  | Reimbursement Protocols<br>(Medical Treatment Costs)                       | Costs can be requested from the reimbursing jurisdiction if costs are billed to an employer and are thereby charged to the claim file.  |
| May 10 & 11, 2011  | Reimbursement Protocols<br>(Medical Treatment Costs)                       |   |
| <p>Two distinct positions amongst all jurisdictions were identified:</p> <p>1) As long as medical fees are actually considered claim costs and billed on the claim, then it would be considered appropriate to seek reimbursement from the opposing jurisdiction (i.e. in a fee-for-service system for medical services/opinions which does not include physician's salary as part of the Board's overall administrative budget).</p> <p>2) It is important for all jurisdictions to be on an "equal playing field" when dealing with reimbursable expenditures between Boards. This would not be the case if some Boards received reimbursement for services fees while others did not as they were encompassed in their Board's administrative budget.</p> <p><b>Consensus:</b> Each Board organizes their business the way they see fit and therefore, differences are expected. Furthermore, it was unlikely that any Board would support a change in business practice solely for the recovery of a portion of the costs under the IJA. The total value associated with these potential shortfalls relating to reimbursement would not be appropriate to dispute.</p> |  |   |
| May 15 & 16, 2019<br>(Clarification Provided)  | Reimbursement Protocols<br>(Medical Treatment Costs)                       | Medical treatment costs are reimbursed at 100% and are not apportioned based on a jurisdiction's policies regarding maximums payable and/or treatments authorized.  |
| May 15 & 16, 2019  | Reimbursement Protocols<br>(Medical Treatment Costs-<br>Medical Marijuana) | All jurisdictions agree that medical marijuana is considered medical treatment/aid and reimbursed at 100%, regardless of the jurisdiction's policies that suggest otherwise.  |
| May 12 & 13, 2010  | Reimbursement Protocols<br>(Pension)                                       | The majority of jurisdictions confirmed that they do not capitalize pension costs on a claim they were reimbursing. It was agreed that pension capitalization was intended primarily as tool for calculating reserves on claims and should not be used as a method to limit reimbursement to another jurisdiction for IJA. Reimbursement should continue as long as the |

| <b>Date</b>       | <b>Topic</b>                                      | <b>Resolution</b>   |
|-------------------|---|---|
| May 10 & 11, 2011 | Cont'd<br>Reimbursement Protocols<br>(Pension)    | <p>Board's respective legislation allowed it.</p> <p>A paper was compiled reviewing Section 9 of the IJA to identifying gaps in the process. This included conflicts with respect to full reimbursement versus limited reimbursement (Section 9.2) along with the conflicts regarding capitalization (Section 9.6) and time limits (Section 9.5) as outlined in the IJA. It was also noted that in 2010 the general agreement was that pension capitalization was intended to calculate reserves on claims and should not normally be used to limit reimbursement unless there was a claim for reimbursement of a capitalized lump-sum compensation payment. It was recommended that Section 9.6 be redrafted to clearly state the intent and effect and as it was noted to be confusing and imprecise. However, due to difficulty reaching consensus on new wording, any amendments were deferred.</p> |
| May 10 & 11, 2011 |   | <p>Although it was discussed previously that reimbursement should not be limited on the basis of capitalized costs calculated by the Reimbursing Board, it was recommended that jurisdictions resolve this issue with the involved individual Boards.</p>   |
| May 16 & 17, 2018 | Reimbursement Protocols<br>(Progressive Injuries) | <p>All jurisdictions agreed that progressive injuries (i.e. injuries that have developed over a period of time <i>in more than one jurisdiction</i>, like</p>   |

| <b>Date</b>       | <b>Topic</b>  | <b>Resolution</b>  |
|-------------------|---|--|
|                   | Cont'd<br>Reimbursement Protocols<br>(Progressive Injuries) | repetitive strain injuries or back injuries with no specific incident, etc) are excluded from IJA requests for reimbursement. Occupational disease claims are not considered progressive injuries.<br>*Refer to BPG for detailed 2018 case study.  |
| May 14 & 15, 2008 | Reimbursement Protocols<br>(Readjudication)                 | Discussed various scenarios where “readjudication” takes place and agreed that in only one type of case is it appropriate: When the individual is determined not to be a worker in the reimbursing jurisdiction. Refer to BPG for detailed scenarios.  |
| May 20 & 21, 2009 |   | Cost reimbursement requests are not to be denied/shortfalled unless the Reimbursing Board’s Act or policies do not allow such reimbursements.  |
| May 10 & 11, 2011 |   | A paper was compiled reviewing Section 9 of the IJA to identifying gaps in the process. This included conflicts with respect to full reimbursement versus limited reimbursement (Section 9.2) along with the conflicts regarding capitalization (Section 9.6) and time limits (Section 9.5) as outlined in the IJA. Jurisdictions agreed that Section 9.2 was written in such a way to allow for limitations due to policy and statutory limitations. It was recommended that Section 9.2 be redrafted to clearly state the intent and effect as it was noted to be confusing and imprecise. However, due to difficulty reaching consensus |

| <b>Date</b>   | <b>Topic</b>  | <b>Resolution</b>  |
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| May 28 & 29, 2013   | Cont'd<br>Reimbursement Protocols<br>(Readjudication) | on new wording, any amendments were deferred.<br><br>Jurisdictions agreed that no redraft was required. All members agreed that if a Board is able to reimburse, then full reimbursement should be the guiding principle. Shortfalls are only permitted based on the Reimbursing Board's supporting legislation and policy.  |
| May 17 & 18, 2017   | Reimbursement Protocols<br>(Recurrence of Disability) | The Adjudicating Board has the sole jurisdiction to determine whether an injury is a recurrence of disability. The Reimbursing Board cannot readjudicate this decision and is responsible for additional costs incurred (Sections 8&9 of the IJA apply). *Refer to BPG for detailed 2017 study.  |
| May 10 & 11, 2011<br><br>May 16 & 17, 2018<br>(Expanded on 2011 Resolution) | Reimbursement Protocols<br>(Re-Election)              | Once a worker has signed an application for compensation with 2 <sup>nd</sup> jurisdiction (Jurisdiction B), jurisdictions agreed that jurisdiction A was required to reimburse Jurisdiction B, as it would be considered readjudication if they refused.<br>*Refer to BPG for detailed 2011 case study.<br><br>In cases of re-election, the jurisdiction which initially denied the worker's claim (Jurisdiction A) cannot deny the new Adjudicating Board's (Jurisdiction B) request for reimbursement on the basis of its original administrative decision to deny the worker's claim as this would be considered readjudication of the new Adjudicating Board's (Jurisdiction B) decision. |

| <b>Date</b>         | <b>Topic</b>                                       | <b>Resolution</b>  |
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| May 15 & 16, 2019   | Cont'd<br>Reimbursement Protocols<br>(Re-Election) | <p>*Refer to BPG for detailed 2018 case study.</p> <p>If a jurisdiction (A) accepted and pays benefits without a signed right of election, some jurisdictions (B) will allow re-election with their jurisdiction (B) as they will <b>not</b> consider the “implied” election (from A) a valid election. In cases like this, the reimbursement is still permissible (to B) as the initial jurisdiction (A) accepted the claim without a signed right of election, as outlined in Section 4.1 of the IJA.</p> <p>*Refer to Election (Re-Election) Resolution from May 2018 and BPG for detailed 2019 case study.</p> |
| May 17 & 18, 2017   | Reimbursing Jurisdiction<br>(Definition)           | Reimbursing jurisdiction is also known as the accident jurisdiction or assessing jurisdiction (The term ‘reimbursing jurisdiction’ is not used in application of AAP).   |
| May 20 & 21, 2009   | Second Injury                                      | A second injury occurs when the work-related injury causes a new accident, resulting in a new injury, usually to another part of body. The second injury, along with the recurring injury should return to the Reimbursing Board to pay. The general consensus was that the second injury costs should be awarded to the original injury jurisdiction.   |
| April 14 & 15, 1997 | Self-Insured                                       | Where employers are self-insured in both jurisdictions involved in a claim, no reimbursement occurs. When the employer is self-insured in only one jurisdiction,   |





| <b>Date</b>   | <b>Topic</b>   | <b>Resolution</b>   |
|---|--|---|
| <p>April 6 &amp; 7, 1998</p> <p>April 29 &amp; 30, 1999</p> <p>April 22, 2002</p> <p>May 10 &amp; 11, 2011<br/>May 28 &amp; 29, 2013<br/>(Clarification Provided)</p> <p>May 16 &amp; 17, 2012</p> <p>April 29 &amp; 30, 2014</p> | <p>Cont'd<br/>Statistics</p>                             | <p>Statistical reports are to be broken down into two reports:<br/>General IJA Cost<br/>Reimbursement and Trucking<br/>Outstanding balances are not needed. Return to old format.</p> <p>IJA cost reimbursement requests should not be included in the days to first pay statistic, as reimbursements do not involve payments to workers as contemplated by the statistic.<br/>Payments are reimbursements between Boards.<br/>Similarly, reimbursement requests should not be double counted as a claim by the reimbursing Board for the purposes of this statistic.</p> <p>Effective January 1, 2012 all jurisdictions agreed to begin using the new statistics for cost reimbursement under the IJA (or AAP).</p> <p>All jurisdictions agreed to adopt the new definitions and tables used to track the 2012 IJA/AAP statistics.</p> <p>No further statistics would be reported (for IJA or AAP) effective 2014.</p> |
| <p>May 11 &amp; 12, 2021</p>  | <p>Tax Forms<br/>(Statement of Benefits T5007)</p>       | <p>The jurisdiction that actually issued benefits directly to the worker is responsible for sending the worker the T5007 form (Statement of Benefits Form).</p>   |
| <p>April 29 &amp; 30, 1999</p>  | <p>Third Party Action<br/>(Jurisdictional Authority)</p> | <p>The decision of an Adjudicating Board to pursue third party action is not open for reconsideration by the Reimbursing Board.</p>   |

| <b>Date</b>  | <b>Topic</b>  | <b>Resolution</b>   |
|--|---|---|
| <p>April 22, 2002<br/>May 28 &amp; 29, 2013<br/>(Clarification Provided)</p> <p>September 28, 2000<br/>April 30 &amp; May 1, 2014<br/>(Clarification Provided)</p> | <p>Cont'd<br/>Third Party Action<br/>(Jurisdictional Authority)</p> | <p>The IJA cannot be used as an instrument to bar third party litigation in other jurisdictions.</p> <p>Right of Action referred to in Appendix C refers to WCB Right of Action.<br/>Appendix C referenced Right of Action in the past and has since been incorporated into the agreement permanently (Specifically 9.5).</p>   |
| <p>April 29 &amp; 30, 1999</p> <p>August 19 &amp; 20, 1999</p> <p>May 20 &amp; 21, 2009</p> <p>May 18 &amp; 19, 2016<br/>(Clarification Provided)</p>              | <p>Third Party Action<br/>(Reimbursement Requests)</p>              | <p>Adjudicating Boards will put Reimbursing Boards on notice that the Adjudicating Board will exercise its subrogation rights and then seek reimbursement for any shortfall.</p> <p>Adjudicating Board should not seek reimbursement for third party claims costs that have been recovered from third party.</p> <p>Reimbursement requests are not to be sent until the 3<sup>rd</sup> party recovery action is complete. Sending a notice of intent to bill for possible reimbursement (within 2 years of claim acceptance) will preserve the right to send the future request once 3<sup>rd</sup> party action is completed.</p> <p>If reimbursement is requested and issued before 3<sup>rd</sup> party recovery action is complete, an overpayment exists between jurisdictions that will need to be resolved. It is responsibility of each jurisdiction's IJA Coordinator to ensure that operations areas follow the agreed upon practice.</p> |



| Date   | Topic  | Resolution   |
|--|--|--|
| July 2022  | Cont'd<br>Translation<br>(Benefits in Kind)                          | <p>asked to consider a maximum of \$5000/year for translation costs, specific to benefits in kind services.</p> <p>All jurisdictions agreed, with the exception of Quebec agreed to accept translation costs up to a <b>maximum of \$5000/year</b> for benefits in kind services. The translation costs in excess of \$5000/yr would be reimbursed by the Adjudicating Board requesting the benefits in kind services. The Administering Board should advise the Adjudicating Board if it anticipates significant translation costs on a claim so the Adjudicating Board can decide if it will instead transport the worker back to its jurisdiction to receive the medical services or make other arrangements.</p> |
| <p>September 22 &amp; 23, 1997</p> <p>May 16 &amp; 17, 2012</p> <p>April 30 &amp; May 1, 2014<br/>May 17 &amp; 18, 2017<br/>(Clarification Provided)</p> | Translation<br>(Cost Relief/Reimbursement<br>Requests Under IJA/AAP) | <p>No translation charges will be forwarded to CSST.<br/>New Brunswick to act as a translation clearing house.</p> <p>It is the responsibility of the requesting Board to translate the information to English, if required. CSST provides an English translation cover page for IJA/AAP requests, but it is expected that the other Boards will reciprocate accordingly with CSST.</p> <p>All jurisdictions are responsible for their own translation services and related costs. New Brunswick is not acting as a translation “clearing house” or <i>central area to provide courtesy</i></p>  |

| Date  | Topic  | Resolution  |
|---|--|---|
|   |  | <i>translation services for other jurisdictions.</i>  |
| <p>April 29 &amp; 30, 1999</p> <p>May 28 &amp; 29, 2013</p> | Workers' Rights                                  | <p>Jurisdictions are not required to inform workers of their rights in another jurisdiction to discourage forum shopping.</p> <p>*Continued on page 56</p> <p>Jurisdictions should not inform workers of benefits they may be entitled to in other jurisdictions, however, they should inform workers of their potential right of election in another jurisdiction.</p>   |
| <p>April 22, 2002</p> <p>May 28 &amp; 29, 2013</p>          | Working Document (Interjurisdictional Agreement) | <p>It was agreed that the IJA Working Document could be distributed with appropriate disclaimers i.e. document does not represent the original document, and is for information purposes only. The Agreement is between Boards and the requester should be reminded that they are not a party to it and have no rights under it. There were no known objections to posting the working document on a Board's website, so long as appropriate disclaimers were noted.</p> <p>It was also stated that it would not be appropriate to post the Interjurisdictional Agreement itself.</p> <p>Resolution dated April 22, 2002) refers to "Working Document" only.</p> <p>The signed IJA is available on the AWCBC website.</p> |

