

AWCBC
IJA Committee

Protocols, Practices & Procedures (PPP)*

Updated April 28, 2021

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

Updated Annually by Rhonda Dean (AB)

Table of Contents

Topic	Page
Administering Board (Definition)	6
Alternate Agreements	6
Alternative Assessment Procedure (AAP)	6-13
• Airline Expansion	6
• Application Outside of Canada	6
• Assessing Board	6
• Clearance Letters	7
• Cost Transfer due to Negligence	7
• Included Industries (AAP-Appendix E)	7
• Independent Operator	7-8
• Invoice Threshold	8
• Notification	8
• Participation	8-12
• By Jurisdiction	8
• Deadline for Existing Employer Accounts	8-9
• Deadline-New Employer Accounts	9
• Mandatory Participation Across Jurisdictions	9-11
• Re-Open of Employer Accounts	11
• Review (Every 3 Years)	11-12
• Reimbursement/Transfer of Assessment	12
• Shared Repository	13
• Withdrawal	13
Appeals	13-14
• Authority of IJA Committee	13
• Authority of Reimbursing/Adjudicating Board	13-14
Assessing Board (Definition)	14
AWCBC IJA Committee Meeting	14-16
• Agenda	14-15
• Briefing Notes	15
• Chair	15
• Communication	15-16
• Frequency	16
• Meeting Minutes	16
• New Committee Members	16
AWCBC Repository	17
Benefits in Kind	17-18
• Complaints	17
• Contact Information	17
• Medical Examinations	17-18
• Payment	18
Brochure	19
Contact List	19
Cost Relief	19-21

Table of Contents

Topic	Page
Disclosure of Information	21-24
• Assessing Employer	21
• Benefits in Kind	21
• Claims Outside of IJA	21
• Consent When Requesting Claim Information From Another Board for an IJA Claim	21-23
• Cost Reimbursement	23
• Cost Relief Requests	23
• Freedom of Information/General Information Sharing	23
• Quebec	23-24
Dispute Resolution	24
• Binding	2
• Limitation Period	24
• Process	24-25
• Reimbursement Issues	25
Double Compensation	25
Election	25-31
• Form Requirement	25-28
• Notification to Other Boards	28-30
• Re-Election	30-31
• Triggers	31
Employer Assessment	31
• Penalties	31
• Trucking	31
Fatalities	32-33
• Disclosure of File Information	32
• Statistics	32
• Survivor/Pension Benefits	32-33
Freedom of Information (FOI)- Collection of Information	33
Government Employees Compensation Act (GECA)	33-34
Hearing Aids	34
Hearing Loss Agreements	34
Legislation Updates	34
Limitation Period	34-35
Long Latency Claims	35
Mutual Aid Resource Sharing Agreement (MARS)	35
• Reimbursement Requirement	35
Occupational Disease	36
• Partial Exposure	36
• Psychological Injuries	36

Table of Contents

<u>Topic</u>	<u>Page</u>
Reimbursement Protocols	36-51
• Airline Industry	36
• Claim Summary	36-37
• Denial	37-38
• Dollar for Dollar Agreements	38-40
• General	38
• Participating Jurisdictions	39-40
• Election Form	40
• Employer Assessment	40-41
• Employer Charging-Different	41
• Employer Notification	41
• Employer Registration	41-42
• Entitlement Change-	43
• By Adjudicating Board	43
• By Reimbursing Board	43
• Invoice Frequency/Reimbursement	44-45
• Invoice Submission	46
• Invoice Threshold	46
• Limitation Period	46
• Medical Treatment Costs	47
• Medical Marijuana	47
• Pension	47-48
• Progressive Injuries	48-49
• Readjudication	49-50
• Recurrence of Disability	50
• Re-Election	50-51
Reimbursing Jurisdiction (Definition)	51
Second Injury	51
Self-Insured	51-52
Serious Injuries	52
Statistics	52-53
Tax Forms (T5007)	53
Third Party Action	53-54
• Jurisdictional Authority	53-54
• Reimbursement Requests	54
Training	54-55
Translation	55-56
• Benefits in kind	55
• Cost Relief/Reimbursement Requests Under IJA/AAP	55-56
Workers' Rights	56
Working Document (Interjurisdictional Agreement)	56-57

Table of Contents

Topic	Page
Appendix A-Required Information to Establish a Claim	57
Appendix B-Disclosure of Information	58

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.**

Date	Topic	Resolution
May 17 & 18, 2017	Administering Board (Definition)	Administering Board is a jurisdiction, other than the Adjudicating Board, who provides administrative services and benefits in kind 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	Alternative Assessment Procedure (Airline Expansion)	Jurisdictions are in agreement and interested in opening AAP to airline carriers and perhaps even marine industry. Further review is occurring with the Assessment Committee regarding feasibility due to challenges in determining residency and impact for self-insured carriers.
May 27 & 28, 2015	Alternative Assessment Procedure (AAP) (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)
May 12 & 13, 2010	Alternative Assessment Procedure (AAP) (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.

Date	Topic	Resolution
May 17 & 18, 2017	Alternative Assessment Procedure (AAP) (Clearance Letters)	Each jurisdiction can only issue a clearance letter to an employer for employment performed in their own jurisdiction.
May 14 & 15, 2008 May 16 & 17, 2018 (Case Study Removed, Summary provided)	Alternative Assessment Procedure (AAP) (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. *Refer to BPG for detailed 2018 case study.
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. -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 -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.
May 16 & 17, 2012 May 16 & 17, 2018 (Case Study Removed, Summary Provided)	Alternative Assessment Procedure (AAP) (Independent Operator)	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

Date	Topic	Resolution
	Cont'd Alternative Assessment Procedure (AAP) (Independent Operator)	Board's legislation or policy restrictions. *Refer to BPG for detailed 2018 case study.
May 16 & 17, 2012	Alternative Assessment Procedure (AAP) (Invoice Threshold)	The \$1000 minimum initial claim cost total for reimbursement and the \$200 subsequent invoice minimum threshold are not applicable for AAP invoices.
<p>May 1, 2006 April 30 & May 1, 2014 (Clarification Provided)</p> <p>May 14 & 15, 2008 April 30 & May 1, 2014 (Clarification Provided)</p> <p>May 27 & 28, 2015</p> <p>May 16 & 17, 2018</p>	Alternative Assessment Procedure (AAP) (Notification of Participation)	<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>
<p>May 14 & 15, 2008</p> <p>April 30 & May 1, 2014 (Clarification Provided)</p>	Alternative Assessment Procedure (AAP) (Participation-By Jurisdiction)	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>September 28, 2000</p> <p>April 30 & May 1, 2014 (Clarification Provided)</p>	Alternative Assessment Procedure (AAP) (Participation-Deadline for Existing Employer Accounts)	<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).</p> <p>-Any employers registering in AAP by these dates would be</p>

Date	Topic	Resolution
	Cont'd Alternative Assessment Procedure (AAP) (Participation-Deadline for Existing Employer Accounts)	assessed under the AAP effective January 1 of that year. -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.
September 28, 2000 April 30 & May 1, 2014 (Clarification Provided)	Alternative Assessment Procedure (AAP) (Participation-Deadline for New Employer Accounts)	-Employers opening new WCB accounts during the year could opt for AAP effective the date they open their account. -Typically, the effective date of coverage would be the same day as the application is accepted. -Individual jurisdictions have authority to determine the exact time the coverage becomes effective. -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.
May 12 & 13, 2010 May 16 & 17, 2018 (Case Study Removed, Summary Provided) May 16 & 17, 2012	Alternative Assessment Procedure (AAP) (Participation-Mandatory Across Jurisdictions)	An employer can be accepted into AAP in one jurisdiction and not considered to be eligible in another due to differing legislative account requirements. Communication between the Registering and Assessing Board is essential to ensure that employers are reporting their business operations accurately. *Refer to BPG for detailed 2018 case study. 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

Date	Topic	Resolution
May 17 & 18, 2017 (Clarification)	Cont'd Alternative Assessment Procedure (AAP) (Participation-Mandatory Across Jurisdictions)	a more favorable assessment rate, which could increase the risk of employers being able to pay lower assessments. 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).
May 17 & 18, 2017		The AAP (Section 12) may be amended to clearly state mandatory participation is required across all jurisdictions, once opted in.
May 16 &17, 2018		This is presently being reviewed with assessment committee to determine if consensus can be reached.
May 15 & 16, 2019		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 &18, 2017 clarification above for details on position of ON.
May 15 & 16, 2019		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

Date	Topic	Resolution
	<p>Cont'd Alternative Assessment Procedure (AAP) (Participation-Mandatory Across Jurisdictions))</p>	<p>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 May 28 & 29, 2013 (Clarification Provided)</p>	<p>Alternative Assessment Procedures (AAP) (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>
<p>May 16 & 17, 2012 May 16 & 17, 2018 (Clarification Provided)</p> <p>May 15 & 6, 2019 (Clarification Provided)</p> <p>May 17 & 18, 2017</p>	<p>Alternative Assessment Procedure (AAP) (Participation-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>The 4 template letters used by QC have been placed in the BPG for reference for other jurisdictions.</p> <p>There is no expiration on AAP participation until the Assessing Board is notified that the employer is withdrawing.</p> <p>*Continued on page 12</p>

Date	Topic	Resolution
<p>May 15 & 16, 2019</p>	<p>Cont'd Alternative Assessment Procedure (AAP) (Participation- Review Every 3 Years)</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 16 & 17, 2018</p> <p>May 15 & 16, 2019</p>	<p>Alternative Assessment Procedure (AAP) (Reimbursement/Transfer of Assessments)</p>	<p>As per Section 12.12 of the IJA, all AAP claims are excluded from general reimbursement guidelines (Section 9) of the IJA. The Assessing Board is responsible for 100% of costs that are paid by the Adjudicating Board. Refer to BPG for detailed 2018 case study.</p> <p>If an employer is AAP in one jurisdiction and does not meet the rules to qualify for AAP in another jurisdiction, then AAP reimbursement/transfer of assessment rules do not apply. However, regular IJA reimbursement protocols may apply. Refer to the BPG for details of the 2019 case study.</p> <p>If an employer is AAP in one jurisdiction and qualifies for AAP in another jurisdiction, but simply fails to advise that jurisdiction that he had workers from that province, AAP reimbursement/transfer of assessment rules would apply. The jurisdiction would simply correct the administrative error and begin to collect assessments dating back to when they hired residents of that jurisdiction. *Refer to BPG for detailed 2019 case study.</p>

Date	Topic	Resolution
May 15 & 16, 2019	Alternative Assessment Procedure (AAP) (Shared Repository)	<p>All jurisdictions expressed interest in potential of AWCBC resourcing the development of a database where all AAP applications could be uploaded and viewed by all jurisdictions, thus eliminating the need to notify other jurisdictions and manually storing and searching applications.</p> <p>The Assessment Committee is providing AWCBC with background information, business requirements and details for the shared repository for AAP employers prior to a decision being made by AWCBC.</p>
<p>May 16 & 17, 2012</p> <p>May 18 & 19, 2016 (Clarification Provided)</p> <p>May 17 & 18, 2017 (Clarification Provided)</p>	Alternative Assessment Procedure (AAP) (Withdrawal)	<p>It was agreed that withdrawal from the AAP would need to occur by October 31st in order to be effective for the following year.</p> <p>It was agreed that withdrawal from the AAP would need to occur by December 31st in order to be effective for the following year.</p> <p>Once an Assessing Board has received an employer's notice of withdrawal from the AAP, the Assessing Board is required to advise all participating jurisdictions.</p>
April 6 & 7, 1998	Appeals (Authority of IJA Committee)	Formally assisting in an Appeal is outside role of IJA Committee.
April 19, 2004	Appeals (Authority of Reimbursing/Adjudicating Board)	It was agreed that the Dispute mechanism could be appropriate in some jurisdictions when questioning the correctness of an adjudicating jurisdiction's decision through the reimbursing jurisdiction

Date	Topic	Resolution
<p>April 30 & May 1, 2014</p> <p>May 17 & 18, 2017</p>	<p>Cont'd Appeals Authority of Reimbursing/Adjudicating Board</p>	<p>appealing the decision of the adjudicating jurisdiction in the adjudicating jurisdiction's appeal system.</p> <p>Employers in the reimbursing jurisdiction are entitled to cost relief based on a difference of opinion between the reimbursing jurisdiction and the adjudicating jurisdiction.</p> <p>The Reimbursing Board (accident jurisdiction) does not have the authority to appeal any adjudicative decisions through the Adjudicating Board's appeal system.</p> <p>Any appeal or reconsideration is dealt with under the appeal process of the Adjudicating Board, with the exception of cost relief appeals.</p> <p>Entitlement to cost relief is handled by the Reimbursing Board, by whom claim costs are ultimately paid.</p>
<p>May 17 & 18, 2017</p> <p>May 16 & 17, 2018</p>	<p>Assessing Board (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 & 23, 1997 April 30 & May 1, 2014 (Clarification Provided)</p> <p>November 4 & 5, 1999</p>	<p>AWCBC IJA Committee Meeting (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>

Date	Topic	Resolution
<p>May 12 & 13, 2010</p> <p>April 30 & May 1, 2014 (Clarification provided)</p>	<p>Cont'd AWCBC IJA Committee Meeting (Agenda)</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><i>Agenda, briefing notes, and materials to be distributed 30 days prior to the meeting.</i></p>
<p>September 22 & 23, 1997 April 30 & May 1, 2014 (Clarification Provided)</p> <p>May 17 & 18, 2017</p>	<p>AWCBC IJA Committee Meeting (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 & 13, 2010</p>	<p>AWCBC IJA Committee Meeting (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 exempt from the rotation until all other jurisdictions have had an opportunity to chair the meetings.</p>
<p>April 14 & 15, 1997</p> <p>April 30 & May 1, 2014 (Clarification Provided)</p> <p>May 20 & 21, 2009</p>	<p>AWCBC IJA Committee Meeting (Communication)</p>	<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,</p>

Date	Topic	Resolution
May 10 & 11, 2011	Cont'd AWCBC IJA Committee Meeting (Communication)	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. Meeting discussions should be shared with operations staff to ensure that the adopted practices/resolutions are being followed.
September 28, 2000	AWCBC IJA Committee Meeting (Frequency)	Subsequent to April 2001, annual meetings will be held unless issues arise, which require additional meetings.
November 4 & 5, 1999 May 17 & 18, 2017 May 11 & 12, 2021	AWCBC IJA Committee Meeting (Meeting Minutes)	Not necessary to record personal names or reference to province except where necessary or requested. Minutes to be circulated within 30 days of meeting. Briefing notes (including any case studies) are to be added to meeting minutes. Final meeting minutes are to be sent to AWCBC to be placed on the repository.
April 14 & 15, 1997 April 30 & May 1, 2014 (Clarification Provided)	AWCBC IJA Committee Meeting (New Committee Members)	-Committee members are to provide orientation to colleagues from their own jurisdiction who are attending upcoming meetings, prior to the meeting. -Background information will be provided by AWCBC. -New committee members are responsible for reviewing minutes from prior meetings.

Date	Topic	Resolution
<p>May 12 & 13, 2010</p> <p>May 11 & 12, 2021</p>	AWCBC Repository	<p>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.</p> <p>Previous years' meeting minutes, along with updated copies of the BPG and PPP are located on the AWCBC repository.</p>
May 17 & 18, 2017	Benefits in Kind (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).
April 29 & 30, 1999	Benefits in Kind (Contact Information)	IJA Coordinators will act as the contact persons for outgoing requests for benefits in kind.
<p>April 14 & 15, 1997</p> <p>April 30 & May 1, 2014 (Clarification Provided)</p> <p>May 14 & 15, 2008</p>	Benefits in Kind (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</p>

Date	Topic	Resolution
	Cont'd Benefits in Kind (Medical Examinations)	adjudicating Board and also the letter from the requestor to include a similar statement.
May 1, 2006	Benefits in Kind (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 relationship between the board and its service providers.
May 10 & 11, 2011		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.

Date	Topic	Resolution
<p>April 29 & 30, 1999</p> <p>April 13 & 14, 2000</p> <p>May 28 & 29, 2013</p>	<p>Brochure</p>	<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 Brochure is no longer in use.</p>
<p>April 14 & 15, 1997</p> <p>May 10 & 11, 2011</p> <p>May 16 & 17, 2012</p>	<p>Contact List</p>	<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>
<p>September 22 & 23, 1997</p> <p>September 28 & 29, 1998</p> <p>March 14 & 15, 2008</p>	<p>Cost Relief</p>	<p>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.</p> <p>Cost relief is at the discretion of the Reimbursing (accident) Board.</p> <p>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.</p> <p>*Continued on page 20</p>

Date	Topic	Resolution
<p>May 10 & 11, 2011</p> <p>May 28 & 29, 2013 (Clarification Provided)</p> <p>May 18 & 19, 2016 (Reiterated)</p>	<p>Cont'd Cost Relief</p>	<p>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.</p>
<p>May 17 & 18, 2017 Clarification Provided)</p>		<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>
<p>April 30 & May 1, 2014</p>		<p>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 statement and will no longer apply.</p>
<p>May 18 & 19, 2016</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>*Continued on page 21</p>

Date	Topic	Resolution
	Cont'd Cost Relief	<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 18 & 19, 2016	Disclosure of Information (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 (Benefits in Kind)	Refer to Schedule of PPP.
May 17 & 18, 2017	Disclosure of Information (Claims Outside of the IJA)	Refer to Schedule of PPP
<p>May 14 & 15, 2008</p> <p>May 28 & 29, 2013 (Clarification Provided)</p> <p>May 18 & 19, 2016 (Clarification Provided)</p> <p>May 17 & 18, 2017 (Clarification Provided)</p>	Disclosure of Information (Consent When Requesting Claim Information from 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>*Continued on page 22</p>

Date	Topic	Resolution
May 16 & 17, 2018	Cont'd Disclosure of Information (Consent When Requesting Claim Information from Another Board for IJA Claim)	Refer to completed chart in Appendix B of PPP for complete details.
<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 3rd 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 Appendix B of PPP.</p>		
May 12 & 13, 2010	Disclosure of Information (Consent when Requesting Claim Information from Another Board-for IJA Claim)	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. *Continued on page 23

Date	Topic	Resolution
May 16 & 17, 2018	Cont'd Disclosure of Information (Consent when Requesting Claim Information from Another Board-for IJA Claim)	If there is concern regarding sharing of IJA claim information between jurisdictions, based on existing privacy legislation, Interjurisdictional Coordinators should become involved to resolve the issue. *Refer to BPG for detailed 2018 case study.
May 17 & 18, 2017	Disclosure of Information (Cost Reimbursement)	All jurisdictions agreed that worker consent is not required to release a copy of the file to the jurisdiction that has been requested to provide cost reimbursement under the IJA or transfer of assessments under the AAP.
May 18 & 19, 2016	Disclosure of Information (Cost Relief Requests)	All jurisdictions agreed that worker consent is not required to release a copy of the file to the employer when requesting cost relief.
April 20, 2001 May 1, 2006	Disclosure of Information (Freedom of Information- General Information Sharing)	File info can be shared between jurisdictions subject to specific statutory or policy restrictions. Discussion regarding information sharing among jurisdictions in the context of privacy legislation. Members' consensus was that it is good practice to obtain a worker's consent to share information with other jurisdictions.
April 22, 2002	Disclosure of Information (Quebec)	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

Date	Topic	Resolution
	Cont'd Disclosure of Information (Quebec)	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.
April 19, 2004 May 12 & 13, 2010	Dispute Resolution (Binding)	Dispute resolution outcome may not always be binding as some jurisdictions cannot delegate legal authority to an arbitrator and as a result the current related definition would require revision. Outcomes of dispute resolution are <i>not binding</i> because of the exclusive jurisdiction of each Board regarding claims paid to workers in their respective jurisdiction. It remains a jurisdiction's decision to implement a dispute resolution decision into subsequent administration of the IJA.
April 19, 2004	Dispute Resolution (Limitation Period)	It was agreed that a limitation period of 2 years would be applied to initiate the dispute resolution mechanism from the date of receipt of the decision in dispute.
May 2, 2005	Dispute Resolution (Process)	Discussion should take place among respective IJA coordinators prior to confirming a decision in claims that are in dispute. Where there are disputes, a 3 rd Board could be asked to intervene and have a medical opinion provided. Although, legally non-binding, both Boards would first have to agree on the 3 rd party, and then abide by the determination. *Continued on page 25

Date	Topic	Resolution
May 12 & 13, 2010 (Reiterated)	Cont'd Dispute Resolution (Process)	An IJA Dispute Resolution Best Practices Training Guide (incorporated into BPG) was completed by Doug Mah and available for all jurisdictions to use as a reference.
April 22, 2002	Dispute Resolution (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> <ul style="list-style-type: none"> (i) Through dispute resolution under the IJA? (ii) Through the statutory appeal process in the jurisdiction that made the decision? (iii) Through consensual arbitration? (iv) Through the courts? <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	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.
May 16 & 17, 2018		<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.</p> <p>*Refer to BPG for detailed 2018 case study.</p>
April 6 & 7, 1998	Election (Form Requirement)	All Boards can use their own Right to Elect form but must ensure they have a signature and SIN block included.

Date	Topic	Resolution
<p>September 28 & 29, 1998 May 16 & 17, 2018 (Clarification Provided)</p> <p>April 20, 2001 April 30 & May 1, 2014 (Clarification Provided)</p> <p>April 22, 2002</p>	<p>Cont'd Election (Form Requirement)</p>	<p>If worker has choice of jurisdiction in which to elect, the election form should be signed. If the form is signed, worker does not have ability to go elsewhere, <i>provided that the claim is accepted.</i></p> <p>30 day time limit for election can be waived if another Board has not already paid the claim.</p> <p>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>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>In cases where a worker may be entitled to compensation and may have entitlement in one of two jurisdictions, where both interjurisdictional and 3rd 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. Cont'd on page 27</p>

Date	Topic	Resolution
May 12 & 13, 2010	Cont'd Election (Form Requirement)	<p>Each Board should try to administer claims so they work in harmony with the IJA given that all Boards are 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>
May 16 & 17, 2012		<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> <p>*Continued on page 28</p>

Date	Topic	Resolution
May 16 & 17, 2018	Cont'd Election (Form Requirement)	It is up to each jurisdiction to determine whether they wish to accept a claim without a completed right of election, however, they may risk duplication of benefits to the worker and denial of reimbursement from the accident jurisdiction. *Refer to the BPG for detailed 2018 case study.
<p>April 14 & 15, 1997 (Amended Sept. 28, 2000)</p> <p>April 30 & May 1, 2014 (Clarification Provided)</p> <p>September 28, 2000</p> <p>June 9, 2003</p>	Election (Notification to other Boards)	<p>-Send election forms to all workers where appropriate. -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 including claim #) to any other Board and Worker 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> <p>Jurisdictions must ensure that when workers elect to claim in one jurisdiction, that this jurisdiction copy the election and application to all other jurisdictions. -Elections should precede requests for reimbursement.</p> <p>*Continued on page 29</p>

Date	Topic	Resolution
April 19, 2004	Cont'd Election (Notification to other Boards)	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 acceptance by more than one jurisdiction.
April 30 & May 1, 2014 (Clarification provided)		Not all Boards follow this process. Clarification will be provided in May 2015 meeting with a new resolution. *Continued on page 30

Date	Topic	Resolution
<p>May 16 & 17, 2018 (Clarification provided)</p> <p>May 16 & 17, 2018</p>	<p>Cont'd Election (Notification to other Boards)</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 the chart in PPP Appendix A and BPG Appendix for requirements of each jurisdiction.</p>
<p>May 2, 2005</p> <p>May 16 & 17, 2018 (Clarification provided)</p> <p>May 10 & 11, 2011</p> <p>May 16 & 17, 2018</p>	<p>Election (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 eliminates the issue of any duplication of benefits.</p> <p>*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</p>

Date	Topic	Resolution
	Cont'd Election (Re-Election)	which the worker initially elected. *For impact on reimbursement, refer to Reimbursement-Re-Election Topic/Resolutions. *Also refer to BPG for detailed 2018 case studies.
May 10 & 11, 2011	Election (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 (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 (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 Agreement (IFTA) through the Department of Finance). This was not considered to be an issue within the IJA mandate, but perhaps an assessment issue.

Date	Topic	Resolution
June 9, 2003	Fatalities (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>
<p>May 14 & 15, 2008 May 20 & 21, 2009</p> <p>May 27 & 28, 2015</p> <p>May 18 & 19, 2016 May 18 & 19, 2017 (Clarification provided)</p> <p>May 16 & 17, 2018</p>	Fatalities (Statistics)	<p>Fatalities are only counted in the jurisdiction where it occurred. Not accurate, see below.</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> <p>NWISP Committee confirmed all jurisdictions are complying with national standards.</p>
<p>April 20, 2001</p> <p>April 30 & May 1, 2014 (Clarification Provided)</p> <p>May 14 & 15, 2008</p> <p>April 30 & May 1, 2014 (Clarification Provided)</p>	Fatalities (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</p>

Date	Topic	Resolution
May 15 & 16, 2019	Cont'd Government Employees Compensation Act (GECA)	Employees of Air Canada are not considered federal employees and therefore, their employees are not covered under GECA. *Refer to BPG for detailed 2019 case study.
May 2, 2005 April 30 & May 1, 2014 (Clarification Provided)	Hearing Aids	It was suggested that pre-approval be obtained prior to purchasing digital aids as not all jurisdictions cover this benefit. 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 included on list of amendments. Cont'd page 35

Date	Topic	Resolution
April 30 & May 1, 2014 (Clarification Provided)	Cont'd Limitation Period	All jurisdictions are fully participating in the IJA, subject to Appendix A. 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).
<p data-bbox="305 695 532 722">May 20 & 21, 2009</p> <p data-bbox="305 995 532 1022">May 15 & 16, 2019</p> <p data-bbox="305 1835 532 1862">May 11 & 12, 2021</p>	<p data-bbox="630 695 992 758">Mutual Aid Resources Sharing Agreement (MARS)</p> <p data-bbox="630 961 992 1024">MARS- (Reimbursement Application)</p>	<p data-bbox="1019 695 1382 919">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.</p> <p data-bbox="1019 961 1382 1560">Although the MARS agreement contains basic IJA principles, it is 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 is highlighted in Section 6.1 of the Implementation Guidelines of the MARS agreement. *Refer to BPG for detailed 2019 case study.</p> <p data-bbox="1019 1602 1382 1791">This is presently being reviewed by all IJA Committee members to determine if consensus can be reached by next 2021 AWCBC meeting.</p>

Date	Topic	Resolution
<p data-bbox="305 548 537 579">May 20 & 21, 2009</p> <p data-bbox="277 783 565 846">April 30 & May 1, 2014 (Clarification Provided)</p> <p data-bbox="305 1083 537 1115">May 18 & 19, 2016</p>	<p data-bbox="656 247 964 344">Cont'd Reimbursement Protocols (Claim Summary)</p>	<p data-bbox="1016 247 1377 478">reimbursement, requesting boards are also asked to confirm that the claim does not involve an AAP employer or a self-insured employer (self-insured in both jurisdictions).</p> <p data-bbox="1016 516 1377 747">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="1016 785 1377 1016">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="1016 1054 1377 1243">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 1251 537 1283">May 14 & 15, 2008</p> <p data-bbox="305 1654 537 1686">May 20 & 21, 2009</p>	<p data-bbox="656 1251 964 1314">Reimbursement Protocols (Denial)</p>	<p data-bbox="1016 1251 1377 1619">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, 3rd party dispute resolution would be the recommended avenue.</p> <p data-bbox="1016 1656 1377 1883">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</p>

Date	Topic	Resolution
<p data-bbox="305 310 532 342">May 16 & 17, 2012</p> <p data-bbox="277 716 560 779">April 30 & May 1, 2014 (Clarification Provided)</p>	<p data-bbox="659 243 958 342">Cont'd Reimbursement Protocols (Denial)</p>	<p data-bbox="1019 243 1117 275">applied.</p> <p data-bbox="1019 310 1386 678">There are inconsistencies amongst all jurisdictions with respect to cost reimbursement. Not all jurisdictions provide supporting policy/legislation to account for the shortfalls/denials of requests for reimbursement. A Best Practice Training Guide would certainly be a worthwhile venture.</p> <p data-bbox="1019 716 1365 779">A Best Practice Guide (BPG) is presently available.</p>
<p data-bbox="305 785 532 816">May 10 & 11, 2011</p> <p data-bbox="305 1556 532 1587">May 16 & 17, 2012</p>	<p data-bbox="659 785 958 884">Reimbursement Protocols (Dollar for Dollar Agreements-General)</p>	<p data-bbox="1019 785 1365 1488">Although there were no legal impediments for jurisdictions to reimburse dollar-for dollar under Section 9, not all jurisdictions were in favor of dollar-for-dollar reimbursement. Some jurisdictions felt it was contrary to the principles of the IJA and were not in support of this practice, while others noted potential significant impact on employer/industry premium levels. As such, no amendments to the IJA were required. Any agreements to reimburse dollar-for-dollar could be made between individual jurisdictions, independent of the IJA.</p> <p data-bbox="1019 1524 1360 1787">Not all jurisdictions agreed with dollar-for-dollar reimbursement although no jurisdictions were limited by their legislation to do so. As there was no consensus, no changes to the IJA were recommended.</p>

Date	Topic	Resolution
May 10 & 11, 2011	Reimbursement Protocols (Dollar for Dollar Agreements- Participating Jurisdictions)	<p>-Effective June 1, 2010 the Saskatchewan and Alberta Boards entered into an Agreement to reimburse dollar-for-dollar for all IJA invoices received.</p> <p>-Effective January 1, 2012 the Saskatchewan Board confirmed that they would be issuing full reimbursement to all jurisdictions with no reciprocation required.</p>
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		<p>Effective January 1, 2017 Manitoba and Yukon entered into a dollar-for-dollar reimbursement agreement.</p> <p>Effective May 15, 2017 Alberta entered in an interpretative agreement with British Columbia for reimbursement under the IJA.</p> <p>Effective July 1, 2017 New Brunswick and PEI entered into a dollar for dollar reimbursement agreement.</p>
May 16 & 17, 2018		<p>Effective August 1, 2017 Nova Scotia and New Brunswick entered into a dollar for dollar reimbursement agreement.</p> <p>*Continued on page 40</p>

Date	Topic	Resolution
May 15 & 16, 2019	Cont'd Reimbursement Protocols (Dollar for Dollar Agreements Participating Jurisdictions)	Effective October 1, 2018 Nova Scotia and Prince Edward Island entered into a dollar for dollar reimbursement agreement. Effective November 1, 2018 Nova Scotia and Newfoundland entered into a dollar for dollar reimbursement agreement.
April 29 & 30, 1999 June 9, 2003 May 28 & 29, 2013 May 17 & 18, 2017	Reimbursement Protocols (Election Form)	Boards will reimburse if no election form signed unless the worker has claimed in both places. Elections should precede requests for reimbursement. Section 4.1 should be the overriding principle. However, jurisdictions can reimburse without a signed right of election, but agree to take on any inherent risk in doing so. If issues arise regarding reimbursement without a signed right of election, the issue should be referred to the IJA Coordinators to resolve. Reimbursement can still occur, without a completed right of election, providing the appeal period is over with the Adjudicating Board.
May 12 & 13, 2010	Reimbursement Protocols (Employer Assessment)	It was confirmed that not all jurisdictions provide credit to an accident employer once they have received IJA cost reimbursement or AAP assessment transfers from another Board. This seemed to be dependent on how each jurisdiction collects premiums from their employers (i.e. some were experience rated, others were not).

Date	Topic	Resolution
<p>May 16 & 17, 2012</p> <p>April 30 & May 1, 2014</p> <p>May 17 & 18, 2017</p>	<p>Reimbursement Protocols (Employer Charging-Different)</p>	<p>All jurisdictions agreed that the same employer is not required in order to accept a request for reimbursement. As long as the employer has an account and worker was able to elect with another jurisdiction, reimbursement is reasonable, in accordance with the intent of the IJA. An option could be for a jurisdiction to relieve all costs to the employer once reimbursement is completed. Due to the complexity of issues which arise when reimbursement occurs with 2 different employers, all jurisdictions agreed that reimbursement would only occur when employer charging is with the same employer. This would remain as best practice unless further clarification is obtained at the May 2015 meeting.</p> <p>Best practice remains to reimburse only when employer charging is with the same employer in both jurisdictions due to potential issues with modified duties, access to file, etc.</p>
<p>May 15 & 16, 2019</p>	<p>Reimbursement Protocols (Employer Notification)</p>	<p>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>
<p>April 6 & 7, 1998</p>	<p>Reimbursement Protocols (Employer Registration)</p>	<p>The Reimbursing Board is obliged to honor the IJA reimbursement if the Employer was in a</p>

Date	Topic	Resolution
September 28 & 29, 1998	Cont'd Reimbursement Protocols (Employer Registration)	compulsory industry at the time of the accident. If a worker claims in the jurisdiction he/she is injured or killed, and assessment premiums can be backdated, the IJA applies.
April 29 & May 1, 2014 (Clarification Provided)		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.
May 14 & 15, 2008		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.
May 17 & 18, 2017		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. *Refer to the BPG for detailed 2017 case study.

Date	Topic	Resolution
<p>May 12 & 13, 2010</p> <p>April 30 & May 1, 2014 (Clarification Provided)</p> <p>May 17 & 18, 2017</p>	<p>Reimbursement Protocols (Entitlement Change-By Adjudicating Board)</p>	<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 do not occur often.</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. *Refer to BPG for detailed 2017 case study</p>
<p>May 12 & 13, 2010</p>	<p>Reimbursement Protocols (Entitlement Change-By Reimbursing Board)</p>	<p>Jurisdictions agreed that if a reimbursing Board has made an error in paying an invoice, they should not recover the monies by withholding payment from <i>another</i> IJA/AAP claim. Recovery of these monies should be left to individual jurisdictions to resolve.</p>

Date	Topic	Resolution
June 9, 2003	Reimbursement Protocols (Invoice Frequency/ Reimbursement)	Consider reimbursing the oldest claims first (Date of invoice) as there are instances where reimbursements are being received on new requests when older requests have not been processed.
April 19, 2004		Accounts are to be paid within 90 days from receipt of billing.
May 2, 2005		It was agreed that requests for reimbursements may be rejected if the adjudicating jurisdictions has not responded within three (3) months to requests for information from the reimbursing jurisdiction. Consideration must be given to the type and weight of information requested and whether it is the responsibility of the party being requested to provide the information, to gather it. Prior to rejection, it is recommended that the requestor phone the other board to attempt to resolve the issue.
May 1, 2006		It was agreed that ongoing (not recurrent) requests for reimbursement may be rejected if not received two years after the date of the last 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,

Date	Topic	Resolution
<p>May 14 & 15, 2008 May 18 & 19, 2016 (Clarification Provided)</p> <p>May 20 & 21, 2009</p>	<p>Cont'd Reimbursement (Invoice Frequency/ Reimbursement)</p>	<p>recognizing Boards' operational requirements. A Board's denial of reimbursement for subsequent billing would be contrary to the spirit of the IJA.</p> <p>Billing is to occur quarterly It is essential to mail the invoice shortly after the date of the letter/cost statement is prepared in order to avoid compromising the 90 day reimbursement expectation.</p> <p>Jurisdictions agreed that they would make every effort to issue and pay invoices in a timely manner. Best practice is a minimum of quarterly on a calendar basis (Section 9.5). This requirement applies to both billing and reimbursing costs.</p>
<p>May 10 & 11, 2011</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.</p> <p>-The review concluded 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).</p> <p>-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.</p> <p>-Therefore, no amendments to Section 9.5 of the IJA were considered necessary.</p>		
<p>April 30 & May 1, 2014</p>	<p>Reimbursement Protocols (Invoice Frequency/ Reimbursement)</p>	<p>Reference the Best Practice Guide (BPG) for agreed upon best practices.</p>

Date	Topic	Resolution
<p>May 15 & 16, 2019</p> <p>May 11 & 12, 2021</p>	<p>Reimbursement Protocols (Invoice Submission)</p>	<p>AB has implemented electronic invoicing (S-filer) for SK, BC, MB and ON. Rollout to remaining provinces will continue.</p> <p>Effective December 31, 2019 AB has completed implementation of electronic invoicing for all jurisdictions and will no longer send documents via mail.</p>
<p>May 10 & 11, 2011</p> <p>April 30 & May 1, 2014 (Clarification Provided)</p>	<p>Reimbursement Protocols (Invoice Threshold)</p>	<p>Effective January 1, 2012 any subsequent requests for cost reimbursement are to have a minimum threshold of \$200 for IJA claims only (not applicable for AAP).</p>
<p>April 29 & 30, 1999</p> <p>April 22, 2002 (no longer relevant)</p> <p>May 10 & 11, 2011</p>	<p>Reimbursement Protocols (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>

Date	Topic	Resolution
September 28 & 29, 1998	Reimbursement Protocols (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 (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>Consensus: 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 (Clarification Provided)	Reimbursement Protocols (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 (Medical Treatment Costs- 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 (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 Board's respective legislation allowed it.

Date	Topic	Resolution
	Cont'd Reimbursement Protocols (Progressive Injuries)	considered progressive injuries. *Refer to BPG for detailed 2018 case study.
May 14 & 15, 2008	Reimbursement Protocols (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		<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. 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 on new wording, any amendments were deferred.</p> <p>*Continued on page 50</p>

Date	Topic	Resolution
May 15 & 16, 2019	Cont'd Reimbursement Protocols (Re-Election)	<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 not 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 (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	<p>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, reimbursement would take place.</p> <p>Self-Insurers fall outside of the IJA, and therefore GECA</p>

Date	Topic	Resolution
<p>April 22, 2002</p> <p>May 10 & 11, 2011 May 28 & 29, 2013 (Clarification Provided)</p> <p>May 16 & 17, 2012</p> <p>April 29 & 30, 2014</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. Payments are reimbursements between Boards. 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 & 12, 2021</p>	<p>Tax Forms (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 & 30, 1999</p> <p>April 22, 2002 May 28 & 29, 2013 (Clarification Provided)</p> <p>September 28, 2000</p>	<p>Third Party Action (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> <p>*Continued on page 54 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</p>

Date	Topic	Resolution
April 30 & May 1, 2014 (Clarification Provided)	<p style="text-align: center;">Cont'd Third Party Action (Jurisdictional Authority)</p>	<p>Right of Action. Appendix C referenced Right of Action in the past and has since been incorporated into the agreement permanently (Specifically 9.5).</p>
<p style="text-align: center;">April 29 & 30, 1999</p> <p style="text-align: center;">August 19 & 20, 1999</p> <p style="text-align: center;">May 20 & 21, 2009</p> <p style="text-align: center;">May 18 & 19, 2016 (Clarification Provided)</p>	<p style="text-align: center;">Third Party Action (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 3rd 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 3rd party action is completed.</p> <p>If reimbursement is requested and issued before 3rd 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>
May 12 & 13, 2010	Training	<p>A review of IJA training materials noted the following deficiencies:</p> <ul style="list-style-type: none"> - Jurisdictions do not directly link the instructional material to the applicable sections of the IJA. Cont'd on page 55

Date	Topic	Resolution
<p>November 4 & 5, 2012</p> <p>April 30 & May 1, 2014 (Clarification Provided)</p>	<p>Cont'd Training</p>	<ul style="list-style-type: none"> - There is an absence of relevant discussion papers in the training materials. - There is a lack of specific instructions on how to establish the compensation rates. - There is an absence of sample decision letters that can be used as templates to clearly outline the specific legislation and policy that prevents full reimbursement or warrants a reconsideration of a decision. -The Dispute Resolution section is missing from all Board's manuals. Section 8 has not been updated by various Boards, to include Saskatchewan's participation. <p>Each jurisdiction is responsible for their own internal training of IJA best practices, protocols, processes and procedures.</p>
<p>May 16 & 17, 2018</p> <p>May 11 & 12, 2021 (Clarification Provided)</p>	<p>Translation (Benefits in Kind)</p>	<p>All jurisdictions will absorb costs for any translation services relating to requests for benefits in kind services.</p>
<p>September 22 & 23, 1997</p> <p>May 16 & 17, 2012</p>	<p>Translation (Cost Relief/Reimbursement Requests Under IJA/AAP)</p>	<p>No translation charges will be forwarded to CSST. 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</p>

Date	Topic	Resolution
<p>April 30 & May 1, 2014</p> <p>May 17 & 18, 2017 (Clarification Provided)</p>	<p>Cont'd Translation (Cost Relief/Reimbursement Requests Under IJA/AAP)</p>	<p>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 central area to provide courtesy translation services for other jurisdictions.</p>
<p>April 29 & 30, 1999</p> <p>May 28 & 29, 2013</p>	<p>Workers’ Rights</p>	<p>Jurisdictions are not required to inform workers of their rights in another jurisdiction to discourage forum shopping. *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>Working Document (Interjurisdictional Agreement)</p>	<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>Continued on page 57</p>

Date	Topic	Resolution
May 28 & 29, 2013	Cont'd Working Document (Interjurisdictional Agreement)	Resolution dated April 22, 2002) refers to "Working Document" only. The signed IJA is available on the AWCBC website.

APPENDIX A

Information required from another Board/Commission to determine if a claim has been established in your jurisdiction

Provinces/Territories	Worker's name	Date of work-related injury	Physical location of work-related injury	Type of injury/Body part	Employer's name	SIN	Worker's address	Worker's telephone number	Date of birth	Employer's address
Alberta	X	X					X		X	
British Columbia	X	X	X		X				X	
Manitoba	X	X	X		X				X	
New Brunswick	X	X	X		X				X	
Newfoundland and Labrador	X	X	X		X				X	
Northwest Territories and Nunavut	X	X	X	X	X				X	
Nova Scotia	X	X	X		X	X ¹			X	
Ontario	X	X	X		X		X		X	
Prince Edward Island	X	X	X		X					
Quebec	X	X				X			X	
Saskatchewan	X	X	X	X	X	X	X		X	X
Yukon	X	X	X		X		X		X	X

¹ The SIN is helpful as some jurisdictions do not include the worker's date of birth on the election form and it can be tricky identifying a worker with a common name, without another identifier. NS could do without the SIN as long as the date of birth is provided.

APPENDIX B

Consent Requirements for Disclosure of Information-Different Scenarios

Jurisdiction	Cost Reimbursement - a board requests cost reimbursement for an IJA claim	Claims outside the IJA - A jurisdiction requiring medical information or status of a claim for a worker who may have a claim for the same party of body in more than one jurisdiction. Each board should answer : Would consent be required from the injured worker in order to release/share information with the requesting Board/jurisdiction	Benefits in Kind This was in reference to requesting a jurisdiction's assistance in arranging a medical assessment from another jurisdiction, typically medical assessment occurs where the worker was presently residing. Question to each board : Would you require the worker's consent to share medical information with the Board arranging the medical examination/assessment?	Additional information (if applicable)
NWT/Nunavut	No	If it is a non-IJA claim, NT/NU would require consent from the worker before releasing any claim file information.	No	Confirmed that any information we have about a worker can be shared with other boards for any reason consistent with our legislation – including the administration of the IJA – without additional
Yukon	No	Yes	No	
BC	Worker's Authorization for Release of Personal Information" is obtained from the injured worker at the initiation of the claim.	It depends on the type of information being requested. We are bound by FIPPA rules (our Freedom of Information and Protection of Privacy Act) which directs what information requires a release of personal information. In most situations we do require a release though as per the Act	yes would typically require release to be signed	BC has 9 types of Disclosure Requests (Review Division, Workers Compensation Appeal Tribunal, 90/30 day, Non Proceeding Disclosures, Legal, Medical, Full Medical Referral, Accounts, FIPP) with varying rules and processes based on FIPPA.
AB	No	Not if only medical is requested. If complete copy is required, then consent is needed.	No	N/A
SK	No consent required	Yes, consent is required	yes, consent is required	
MB	No	It depends on the specific facts of each situation and what type of information is requested. The disclosure of information is governed by the applicable privacy laws not the IJA.	No (if disclosure for purpose of assisting the of treatment an injured worker)	MB is subject to FIPPA and PHIA so it can only collect (accept) information from another board if relates directly to and is necessary for administering a claim pursuant to the WCA
ON	No separate consent needed to share info for cost reimbursement under the IJA.	If it is a non-IJA claim, Ontario requires the worker's consent before sharing any claim file information	No, Ontario does not require consent to share medical information with an Administering Board that is providing benefits in kind	if not an IJA claim, Ontario has a form that enables the worker to consent to having their claim file sent to a third party such as another WCB. We would ask that other WCBs wanting such info suggest that the worker fill out this form and submit it to the WSIB.
QC	No	If it is a non-IJA claim, Ontario requires the worker's consent before sharing any claim file information	Yes, Quebec will ask the worker to sign a form authorizing us to release, exchange or obtain information	
NB	No	No	No	N/A
PEI	No	Yes - Worker must complete a separate consent form/document.	No	Current position is under review. We are considering a modification to the IJA Election form around "worker consent" to strengthen our position under FOIPP.
NS	No consent required	Generally No, but subject to unique and/or sensitive situations	Generally No, but subject to unique and/or sensitive situations	
NL	No	No	No	Consent is received on the initial injury report from the worker.

