Union Construction Workers' Compensation Program
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RULES AND REGULATIONS

These are the rules and regulations ("Rules") of the Union Construction Workers' Compensation Program ("Program"), as allowed and authorized by Minn. Stat. §176.1812, subd. 1 (a), (b), (c) and (e). These Rules have been adopted effective September 4, 1996, and may be amended from time to time by the Trustees of the Program. When these Rules are silent Minnesota Statutes Chapter 176 and Minnesota Rules Sections 1415 and 1420 govern any issues in the administration or hearing of disputes arising under the Program.

Section 1. Purpose

1.1 The purpose of these Rules is to establish an efficient and effective method for dealing with disputes, and to provide all reasonable and necessary medical and vocational rehabilitation services resulting from claimed work-related injuries and occupational diseases occurring under Minnesota Statutes Chapter 176. All Employees who are covered under collective bargaining agreements providing for participation in this Program and whose Employers have agreed to participate in this Program shall use these Rules.

Section 2. Scope

2.1 These Rules shall apply only to claimed work-related injuries, including occupational diseases which are alleged to have arisen out of and in the course of employment, sustained by Employees who are participants of this Program during their employment by contributing Employers on or after the effective date of the Program's acceptance of the Employer and Union for participation and prior to the effective date of withdrawal of the Employer or Union from the Program.

2.2 Jurisdiction

2.2.1. Effective date of Acceptance into the Program

The "effective date of the Program's acceptance" as used in Section 2.1 shall mean the date identified by the Program Administrator as the date on which an Employer or Union has been accepted into the Program.

2.2.2. Effective date of Withdrawal from the Program

The "effective date of withdrawal" as used in Section 2.1 shall mean the date identified by the Program Administrator as the date on which an Employer or Union has withdrawn from or been terminated from participation in the Program.

2.2.3. Jurisdiction of the Program

Subject to 2.2.1 and 2.2.2, the Program shall have jurisdiction over all claimed work-related injuries that arise within the scope of Section 2.1 irrespective of the subsequent withdrawal or termination of an Employer or Union from the Program. The Program shall not have jurisdiction over a workers' compensation claim that includes a claimed work-related injury that arises outside the scope of Section 2.1.

2.2.4. Cessation of operation of the Program

If the Program ceases operation for any reason all claims arising under these Rules shall revert to and be processed pursuant to Minnesota Statutes Chapter 176, as amended, upon the date identified by the Program Administrator as the cessation date.

2.2.5 Effective date of amendments to Section 2

The amendments to this section shall apply to Employers and Unions enrolled in the Program on and after January 1, 2009 regardless of the date of any claimed work-related injury.

2.3 Required notice to toll statute of limitations pursuant to Minn. Stat. §176.151.

In cases of denied primary liability in order to toll the statute of limitations pursuant to Minn. Stat. §176.151, as amended, the Employee must file a notice of claim in writing with the Program setting forth the names of the Employee, Employer, and the insurer, the date of the claimed injury, the Employee's social security number, with copies to the last known address of the Employer and insurer.

2.4 In any instance of conflict, these Rules shall take precedence over provisions of Law, so far as permitted by the provisions of Minn. Stat. §176.1812. If any provision of these Rules or their application to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of these Rules that can be given effect without the invalid provision or application.

Section 3. Dispute Prevention and Resolution

3.1 The dispute prevention and resolution program has three proceedings that are conducted under these Rules pursuant to Section 3.4 (Facilitation), Section 5.4 (Mediation), and Section 6 (Arbitration). A party may object to the presence of any individual(s), other than counsel for the parties, at these proceedings by stating their objection and the basis for it to the person conducting the proceeding who will decide if the exclusion of the individual(s) is warranted. The person conducting the proceeding may remove any individual(s), other than counsel for the parties, on their own motion.

3.2 This Program shall be used in place of and to the exclusion of the administrative conferences, settlement conferences, hearings and review processes conducted by the Department of Labor and Industry ("Department") and Office of Administrative Hearings ("Office") of the State of Minnesota. Any claim subject to these Rules brought to the Department or the Office for a decision will immediately be referred by the Department or the Office to the Facilitator at the office of the Program. Either party may retain legal counsel at any time.

3.3 The Facilitator may be an Employee of the Program, or may be an independent contractor employed by the Program. The Facilitator may not be an Employee of any of the participating Employers to this Program or an Employee of any of the Unions that are sponsors of this Program.

3.4 Disputes relating to any right or obligation regarding the payment of workers' compensation benefits, including disputes over attorney's fees except as provided for in Section 6, shall be referred to the Facilitator, by either party, for determination. The Facilitator will communicate directly with the parties whenever possible. The parties shall provide such information and attend meetings as may reasonably be required by the Facilitator to resolve the dispute. Legal counsel may be present during the facilitation. If the dispute is not resolved by agreement, the Facilitator shall issue a determination within ten (10) business days of the referral, in language that is readily understandable to the parties. The ten (10) business day period may be extended by agreement of the parties. Any party not satisfied with the determination of the Facilitator may apply for mediation by filing an Application for Mediation on a form obtained from the Program. No disputed issue shall proceed to mediation without first being presented to the Facilitator unless agreed to by the parties. The determination of the Facilitator shall be binding on the parties until changed by further action of the Facilitator, or by written agreement of the parties, or by decision of an Arbitrator. The Facilitator may by motion of one or both of the parties, or on his or her own motion, refer the matter directly to arbitration pursuant to Section 6.

3.5 The Program will maintain a log recording all Facilitator activity, including the date of each notification and the date of each response.

3.6 If the determination of the Facilitator relates to Primary Liability, either of the parties may choose to bypass mediation and proceed directly to arbitration.

Section 4. Mediators and Arbitrators

4.1 The Program shall establish a list of individuals learned in the law who shall be available to act as Mediators and Arbitrators. The same criteria, as described in Section 3.3, shall apply to Mediators and Arbitrators as apply to the Facilitator, except that Mediators and Arbitrators may not be Employees of the Program. The Program shall maintain a list of the panel of Mediators and Arbitrators available to serve. When a Mediator or Arbitrator is needed for a proceeding under these Rules the parties will be provided with the Program's list beginning with the panelist whose name follows the last member to be appointed and served on a case. Each party will have the right to one strike of the panelist whose name is next on the list. When all of the parties who wish to use their strike have done so the panelist whose name is listed after the last stricken name shall be appointed

to preside over the case. If that panelist is unable to accept the appointment the next panelist named on the list will be appointed. This process will continue until a panelist being appointed to a case is able to preside over the case. This process of selection will not be required for voluntary mediations governed by Section 4.2. The Program Administrator will pay the reasonable fees and costs for the services of the Mediator or Arbitrator. The Insurance Provider will reimburse the Program for these fees and costs.

4.2 When the parties request mediation without first going through facilitation under Section 3.4 the parties may choose to use any Mediator on the Program's list for this dispute resolution service, or use a Mediator not on the Program's list. The Program Administrator will only pay the reasonable fees and costs for the services of a Program Mediator, and the Insurance Provider will reimburse the Program for these fees and costs. If the mediation is not successful in resolving the dispute or disputes in issue either party may request arbitration pursuant to Section 6 without resort to further facilitation or mediation.

Section 5. Mediation

5.1 Application for mediation shall be made not more than sixty (60) calendar days after the Facilitator has issued a determination regarding the disputed issues. Any application for mediation shall immediately be assigned to the Mediator selected under these Rules. The Mediator will contact the parties to the dispute and take whatever steps the Mediator deems reasonable to bring the dispute to an agreed conclusion. If the application for mediation has not been made within sixty (60) calendar days after the Facilitator has issued a determination on the disputed issues, then any further dispute under these Rules shall begin by notifying the Facilitator, and the process of dispute resolution will begin with facilitation.

5.2 Mediation shall be completed in not more than twenty-one (21) calendar days from the date of referral, unless all parties agree, except that in no event shall an issue be permitted to proceed beyond mediation until and unless the moving party cooperates with the Mediator and the mediation process.

5.3 Within thirty (30) calendar days after the completion of the mediation process, any party not satisfied with the outcome may file with the Program a request that the matter be referred for arbitration. Upon receipt of such a request, the Program shall immediately refer the matter for arbitration in accordance with these Rules.

5.4 The Mediator will conduct the mediation in a manner most conducive to resolving the dispute, which includes the authority to meet with the parties in any combination the Mediator sees fit. Legal counsel may accompany either party during mediation. The Employee and a claims adjuster with full settlement authority must attend mediation. Settlement agreements occurring during the mediation process shall be reduced to writing, and reviewed and approved by the Mediator. With all other settlements, either party or the Facilitator may request that the settlement agreement be reviewed and approved by a Mediator. The Mediator shall serve the agreement on all parties and the Program, and file the agreement with the Department. Determination and approval of

the amount of the Employee's attorney's fees shall be the responsibility of the Mediator, and will be paid in accordance with Minnesota Statutes Chapter 176.

If the mediation results in an agreement and the Employee is unrepresented by legal counsel, the Mediator may request an allowance from the Program of an amount not exceeding $500.00 for review of the settlement agreement by an attorney of the Employee's choice.

5.5 Mediation shall take place at the office of the Mediator, or at such other place as mutually agreed to by the parties and the Mediator.

Section 6. Arbitration

6.1 Arbitration will be conducted by and pursuant to these Rules, using the Arbitrator selected by the method described in Section 4.1. Unless the parties to the matter otherwise agree, or the Arbitrator otherwise determines pursuant to 6.4.2.b hereof, arbitration proceedings shall be completed within thirty (30) calendar days after referral, and an arbitration decision rendered within ten (10) business days of the completion of the proceedings. Arbitration shall take place at the office of the Arbitrator, or at such other place as mutually agreed to by the parties and the Arbitrator.

6.2 No written or oral offer, finding or recommendation made during the mediation process by any party or Mediator shall be admissible in the arbitration proceedings except by mutual agreement of the parties. No statements made to the Facilitator or by the Facilitator is admissible evidence in the Arbitration proceeding.

6.3 Settlement agreements occurring during the arbitration process shall be reduced to writing, and reviewed and approved by the Arbitrator. The Arbitrator shall serve the agreement on all parties and the Program, and file the agreement with the Department. The amount of the Employee's attorney's fees to be paid shall be determined by the Arbitrator, and will be paid in accordance with Minnesota Statutes Chapter 176.

6.4 Rules for the Conduct of Arbitration Hearings

6.4.1. Introduction

The purpose of these Rules is to establish procedural and evidentiary standards for the orderly conduct of arbitration hearings, and to specify the powers of the Arbitrator in connection with the entire hearing process. A deliberate attempt has been made to avoid the adoption of overly complex rules in order to keep the arbitration process understandable to parties who choose to appear without legal representation. In doing so, inherent discretion is given to the Arbitrator to liberally interpret the Rules, consistent with principles of due process, fair play, and equal protection of the rights of all participants.

6.4.2. Prehearing Procedures

a. Prehearing Conference

Any party may request, or the Arbitrator upon his or her own motion, may schedule a prehearing conference for the purpose of narrowing the issues, determining the evidence, and deciding whether any reason exists why the matter is not ripe for hearing.

b. Continuance of Hearing

The Arbitrator may continue the hearing upon the following grounds: (1) the consent of both the Employee and the Employer; or (2) the existence of any facts which, in the Arbitrator's opinion, would make it substantially unfair to the parties to proceed.

c. Subpoena Power

The Arbitrator shall have the authority to issue subpoenas to require the attendance of witnesses at the hearing. Such subpoenas shall be obtained from the office of the Program Administrator, and signed by the Arbitrator.

d. Ex Parte Communications

No party shall communicate directly with the Arbitrator, out of the presence of the other party, except that the Program Administrator may conduct communication necessary for the appointment of the Arbitrator and scheduling of the arbitration. Such communication by the Program Administrator shall not involve the merits of the case or the evidence. Either party may communicate ex parte with the Arbitrator for purposes of scheduling a prehearing discovery motion and outlining the dispute that exists between the parties that necessitates the motion.

e. Prehearing Discovery Disputes

The Arbitrator shall have authority to order reasonable discovery requested by either party, upon motion by either party. Such motion may be initiated by a telephone or written communication to the Arbitrator, whereupon the Arbitrator will schedule a telephone conference with all parties, upon reasonable notice.

f. Removal of Arbitrator

The appointed Arbitrator may not be disqualified except upon a showing of actual prejudice, or upon grounds that would obligate the Arbitrator to recuse him or herself under generally accepted standards applicable to the arbitration process.

g. Prehearing Submissions

The Arbitrator may request that the parties exchange among themselves, several days prior to the hearing, and submit to the Arbitrator copies of exhibits, written facts, and arguments, to the extent that such submission will facilitate the conduct of the hearing.

6.4.3. Hearing Procedures

a. Administration of Oaths

Arbitrators shall have the power to administer oaths, and shall take all testimony at the arbitration hearing under oath.

b. Record of Proceedings

A stenographer, the cost of which shall be paid by the Employer, shall record all of the testimony. All evidence received by the Arbitrator shall be noted in the record. The Arbitrator shall maintain a written list of all exhibits offered and received, and all witnesses testifying in the proceeding. Evidence offered, but not received, shall be noted in the record.

c. Receipt of Evidence

The Arbitrator shall receive all evidence deemed necessary to understand and determine the dispute, consistent with the general rules of evidence. Such rules shall be liberally construed in favor of admissibility, and the weight to be given to such evidence is to be determined by the Arbitrator.

(i) Documents

The Arbitrator shall receive written medical and hospital reports, records and bills, reports of qualified rehabilitation consultants or other professionals involved in the rehabilitation process, vocational experts, wage and employment records or other written documents, to the extent the authenticity of the documents is not in dispute. Other written evidence should be received unless its receipt would be unfair to the other party. The weight to be given any such written evidence is to be determined by the Arbitrator.

Only the reports and records generated from health care providers with whom the Employee had or now has a treating relationship shall be admissible as evidence at an arbitration held pursuant to these rules, with the exception of reports from neutral physician examiners (see Section 9).

(ii) Depositions

Subject to objections, the deposition of any witness shall be received in evidence regardless of the deponent's availability if the deposition was taken in the manner provided for by law or by stipulation of the parties, and not less than ten (10) business days prior to the hearing the proponent of the deposition serves upon all other parties notice of the intention to offer the deposition in evidence. If less than the entire deposition is offered by one party, any other party may offer any other portion of the deposition.

Depositions of neutral physician examiners (see Section 9) are allowed as set forth pursuant to Minn. Stat. §176.155, subd. 5, except that no ex parte communication by either party shall be allowed with the neutral physician examiner except as set forth in these Rules. The party noticing the deposition of a neutral physician examiner shall be responsible for any payments, fees, or charges for such deposition, payable to the doctor or the doctor's office. Each party shall be responsible for payment for their own copy of the deposition transcript.

d. Order of Evidence

The party having the burden of proof on an issue shall ordinarily proceed first to present evidence. At the close of the evidence, the Arbitrator may request written briefs from the parties, solely relating to unresolved legal issues. The Arbitrator must issue a written decision within ten (10) business days following the close of evidence, and post-hearing briefs must be submitted in timely fashion so as not to delay that ten (10) business day period. It is the sole responsibility of the Arbitrator to prepare findings and an award, and the Arbitrator may not require the parties to submit proposed findings. The parties may, by written stipulation signed at the hearing, by the parties or their legal representatives, consent to extend the ten (10) business day for issuance of findings, but in no event shall the extension be more than thirty (30) calendar days post hearing.

6.4.4. Post Hearing Procedures

a. Preparation of Decision

Within ten (10) business days following the close of the hearing, the Arbitrator shall serve the decision on all parties and the Program, and file the decision with the Department. The Arbitrator shall make such findings of fact as are necessary to support conclusions of law, and the award or denial of benefits. If appropriate, the decision may be accompanied by a brief memorandum. The decision shall advise the parties of the procedures for appeal set forth in Section 6.5. The Arbitrator shall certify the date of mailing the decision to the parties, which shall constitute the date of filing.

The Arbitrator will retain jurisdiction of the matter in order to determine any attorney fee disputes that arise in connection with a decision. Any party seeking attorney's fees shall serve on all the parties and the Arbitrator, and file with the Program, a Statement of Fees with any supporting documentation in substantially the same form and within the same time frame set forth in Minnesota Statutes Chapter 176. The Arbitrator shall hold a further hearing on the attorney fee dispute and make an appropriate record. An appropriate Order Determining Fees shall be served and filed in the same manner as the decision.

b. Exhibits

The Arbitrator will turn over all exhibits and other evidence in his or her possession to the Program Administrator not sooner than ninety (90) calendar days following the issuance of the findings and award or disallowance unless, within such ninety (90) calendar day period, the Arbitrator is advised that the decision has been appealed to the Minnesota Workers' Compensation Court of Appeals ("MWCCA"). The Program Administrator shall promptly notify the Arbitrator of an appeal so as to preserve the necessary record.

c. Modification of Findings and Award

The Arbitrator may amend or modify the award within thirty (30) calendar days after its issuance unless the findings have been appealed to the MWCCA. No request for modification shall be made ex parte.

d. Transcript of Hearing

A transcript of the hearing will be ordered by the Program Administrator upon receipt of a notice of appeal under Section 6.5. The cost of the transcript shall be paid by the party taking the appeal, except in the case of demonstrated financial hardship, and then the Program Administrator may make a copy of the transcript available without cost to the Employee.

6.5 Arbitration shall be subject to the provisions of Minn. Stat. §176.1812, subd. 1. (a). The decision of the Arbitrator may be appealed by either party to the MWCCA. The MWCCA may affirm, reverse, or remand the decision of the Arbitrator for reconsideration or modification. An appeal to the MWCCA must be filed with the MWCCA and the office of the Program Administrator within the same time frame set forth in Minnesota Statutes Chapter 176 and the Rules promulgated by the MWCCA. The notice of appeal shall be substantially in the form used to appeal decisions to the MWCCA, as set forth in Minnesota Statutes Chapter 176 and the Rules promulgated by the MWCCA, and shall be filed with proof of service upon all parties within the same time frame set forth in Minnesota Statutes Chapter 176 and the Rules promulgated by the MWCCA. All procedures on appeal, including all time requirements, shall be the same as set forth in Minnesota Statutes Chapter 176 and the Rules promulgated by the MWCCA.

6.6 To the extent that procedural rules are to be utilized for the conduct of arbitrations, and such rules are not provided by these Rules, the then-current Model Employment Arbitration Procedures of the American Arbitration Association shall be utilized.

Section 7. Authorized Rehabilitation Providers

7.1 The Trustees shall establish a list of qualified rehabilitation consultants and registered rehabilitation vendors, hereinafter referred to as authorized rehabilitation providers. Such list may be amended at any time by the Trustees, and will be provided to all covered Employees when necessary.

7.2 For Employees that require vocational rehabilitation services under Minnesota Statutes Chapter 176, such services shall be provided by an authorized rehabilitation provider selected by the Employee. If the Insurance Provider has denied primary liability the Employee may use the services of a qualified rehabilitation consultant provided by the Department of Labor and Industry.

Section 8. Certified Managed Care Organizations

8.1 Effective July 1, 2004, Employers enrolled in this Program may not be enrolled in a Certified Managed Care Organization.

Section 9. Neutral Physician Examination and Treatment Review

9.1 In the event that there is a disagreement with a primary treating health care provider's or specialist's findings or opinions, the Program shall maintain a list of neutral health care providers who shall be available to provide peer reviews, chart reviews, second opinion examinations, or dispute resolution examinations. The Program Administrator will pay the reasonable fees and costs for the services of the neutral physician examiners. The Insurance Provider will reimburse the Program for these fees and costs. The Facilitator may, upon his or her own motion, or at the request of either the Employee or Employer request a neutral review or examinations regarding diagnosis, treatment, permanent disability, medical causation, apportionment, or a related issue. Only one such review or examination shall be permitted for any issue, except as provided in Section 9.5. The Employee shall attend and cooperate with any examination scheduled by the Facilitator.

9.2 Within five (5) business days of a request, the Facilitator shall consult with the parties to determine the particular health care specialty and the level of review most appropriate towards resolution of the dispute. Upon consideration of the facts and issues, the Facilitator will select the health care provider and level of review and make the referral for the examination or review. The parties will be notified in writing of the date of the examination or review, and given not less than fourteen (14) calendar days to submit information to the Facilitator relevant to the issues in dispute, to be communicated to the health care provider through the Facilitator. Communication or contact by the parties to the provider is not allowed other than during the physical examination of the Employee. Any and all information of any type that is submitted to the Facilitator for purposes of submission to the neutral examiner under this Section shall be sent to the opposing party and/or

opposing counsel immediately upon such submission to the Program. The sole exception of the requirement of such immediate submission shall be the advocate letter(s) submitted by the opposing party and/or opposing counsel to the Program for purposes of submission to the neutral examiner, which shall be subject to the discovery rules for the exchange of discoverable information.

9.3 All parties, including but not limited to the Employee, Employer, Insurance Provider, Intervenors and any other party having an interest in a claim, shall be bound by the findings, opinions and recommendations resulting from the neutral provider's review or examination. In the event of a disagreement with the provider's findings and recommendations, the sole recourse shall be to present the disputed issues through the dispute prevention and resolution program (see Section 3).

9.4 Except as provided in Section 9.1 and 9.2, no party, including but not limited to the Employee, Employer, Insurance Provider, Intervenors and any other party having an interest in a claim, shall have the right to obtain any additional medical examinations, except that the Employee shall be entitled to follow the reasonable recommendation of the primary provider in obtaining a consultation or second opinion for purposes of treatment. The admissibility of medical records and reports is governed by Rule 6.4.3 c. (i). The deposition of a neutral physician is governed by Rule 6.4.3 c. (ii).

9.5 If there has not been a neutral physician examination or review prior to a facilitation, mediation or arbitration, or if the Facilitator, Mediator or Arbitrator determines that another review or examination would assist in the resolution of any issue, the Facilitator will schedule the neutral examination or review as provided in section 9.1 and 9.2.

Section 10. Exclusive Provider Organization

10.1 Intent

It is the intent of the Board of Trustees that injured workers subject to this agreement have access to the highest quality medical care available within a reasonable driving distance from their home or worksite. The Board wants to ensure that injured workers will be able to select from a network of highly skilled physicians noted for prompt, professional care and excellent communication skills.

10.2 Authority and Scope

10.2.1 The Program Administrator shall establish an Exclusive Provider Organization (EPO) that shall include recommended physicians from those medical specialties most appropriate for treating industrial injuries. The Program may add or remove health care providers from the EPO at any time. Injured workers subject to this agreement will receive medical care exclusively by physicians who are enrolled in the EPO subject to the exceptions below.

10.2.2 The EPO may include but is not limited to, board-certified physicians from each of

the following specialties: occupational medicine, neurology, orthopedics, chiropractic, and neurosurgery. Where possible, the EPO may include physical therapy and work hardening clinics or providers. The EPO may include, but is not limited to, physicians in or near each of the following cities: Minneapolis, St. Paul, Rochester, Duluth, St. Cloud, and Mankato.

10.2.3 If there is disagreement with a physician's findings, opinions, or treatment recommendations, any party may request a neutral physician review (see Section 9).

10.2.4 The Union Health and Welfare Funds, the Employers and the Insurance Providers are not responsible for the cost of medical services provided by health care providers that are not included in the EPO or otherwise authorized by the Board, except as noted under Sections 10.3 through 10.8.

10.3 Emergency Care

In cases of emergency, injured workers may seek treatment from any licensed facility, whether part of the EPO or not. However, a physician in the EPO must provide all follow-up care.

10.4 Previous Surgical Treatment

When a work injury involves a body part that has been surgically treated in the past, the injured worker may choose to treat with the physician who performed the surgery.

10.5 One-time Consultation

When a new work injury involves a body part for which there has been previous treatment, the injured worker may consult one time with a physician who provided treatment for that body part to seek advice regarding choosing a treating physician within the EPO. The Insurance Provider is responsible for the cost of one brief in-person or telephone consultation for this purpose. This consultation is not intended to provide treatment or treatment recommendations, and neither party is bound by treatment recommendations that may result from such a consultation.

10.6 Unusual Circumstances

When the injured worker's location, situation, or condition requires a treating physician outside of the EPO, the injured worker must obtain approval from the Insurance Provider prior to receiving treatment from the non-EPO provider. The Insurance Provider must approve or disapprove any such request within ten (10) business days following the day of the request. If the Insurance Provider objects to treatment with the non-EPO provider, the issue must be resolved through the dispute prevention and resolution program (see Section 3).

10.7 Change of Doctor

If, after selecting a physician within the EPO, an injured worker is dissatisfied for any reason with

that physician, the injured worker may change once within sixty (60) calendar days of initiating treatment to a different physician within the EPO without receiving authorization from the Insurance Provider. However, the injured worker must notify the Insurance Provider prior to initiating treatment with the new physician. Any additional changes of doctor must be authorized by the Insurance Provider or resolved through the dispute prevention and resolution program (see Section 3). The Insurance Provider must approve or disapprove any such request within ten (10) business days following the day of the request. An Employer/Insurance Provider may seek a change of the Employee's treating doctor through the dispute prevention and resolution program (see Section 3).

10.8 Referrals

When there is medical necessity for a consultation or treatment by another health care provider, treating physicians must refer injured workers to appropriate providers within the EPO unless the particular specialty required is not available within the EPO. The Insurance Provider must approve or disapprove any such referral within ten (10) business days following the day of the request. If the Insurance Provider objects to treatment with the non-EPO provider, the issue must be resolved through the dispute prevention and resolution program (see Section 3).

10.9 This section shall apply to treatment of all work injuries that occur on or after July 1, 2004, to Employees subject to this agreement.

Section 11. Intervenors

11.1 Except as otherwise provided herein, the parties shall satisfy the requirements for notification of Intervenors, petitions for intervention and the allowance and adjudication of the rights and interests of Intervenors as governed by Minnesota Statutes Chapter 176 and the Rules of the State of Minnesota, as amended. Specifically, parties shall comply with all requirements of notification of potential Intervenors as set forth in Minn. Rule 1420.1850 as well as Minn. Rules 1415.1100 and 1415.1200.

11.2 Notice to potential Intervenors shall reference and include a copy of the Program's Rules and Regulations, shall inform potential Intervenors that all filings for intervention shall be with the Program, and provide the Program's address. Objections to intervention shall be filed with the Program.