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An agreement for the Reciprocal Processing of
Out-of-Province Claims for Medical Services by Physicians.

BETWEEN:

The Medical Services Commission of the
Province of British Columbia
(the "Commission")

AND:

Health Services Branch
Department of Health & Human Resources
Government of Yukon
(the "Department")

WHEREAS the parties wish to enter into an agreement for the
administration of claims relating to the provision of medical services
by physicians in the Yukon to residents of British Columbia and by
physicians in British Columbia to residents of the Yukon.

NOW THEREFORE the parties agree as follows:

SECTION 1 - TERM OF AGREEMENT

- 1. This agreement shall come into effect on April 1, 1988.

SECTION 2 - DEFINITIONS

- 2. For the purposes of this Agreement:

"Host Province" means the province or territory other than the "Province of Origin" where a "Resident" obtains "Insured Physician Services".

"Insured Physician Services" means all physician services towards the cost of which the Federal government is making a financial contribution in accordance with the Canada Health Act and the Federal-Provincial Fiscal Arrangements and Federal Post-Secondary Education and Health Contributions Act, 1977.

"Provincial Authority" for the Yukon Territory means the Health Services Branch, Department of Health and Human Resources and for the Province of ~~Prince Edward Island~~ **BRITISH COLUMBIA** means the Commission.

"Province of Origin" means the province or territory where a person is a resident and eligible for health insurance coverage.

"Resident" means any person defined as a resident for the purposes of the provincial or territorial medical care insurance plan administered by either of the parties hereto.

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SECTION 3 - GENERAL PROVISIONS

- 3(1) This Agreement shall not apply to the services listed in Schedule "A", attached hereto and forming part of this Agreement.
- 3(2) Subject to subsection 3(1), where British Columbia is the Host Province, a Resident of the Yukon shall be eligible for and entitled to the same Insured Physician Services as are provided to the Residents in the Host Province if he or she presents a current health identification card.
- 3(3) Subject to subsection 3(1), where the Yukon is the Host Province, a Resident of British Columbia shall be eligible for and entitled to the same Insured Physician Services as are provided to Residents in the Host Province if he or she presents a current health identification card.
- 3(4) Where Insured Physician Services are provided, the physician shall record the patient's health identification number, patient surname, given name and initial, birthdate, and sex on the claim submitted.
- 3(5) A claim for Insured Physician Services provided in and processed by the Host Province shall be paid by the Host Province on behalf of the Province of Origin if the claim is complete and the physician has agreed to accept the payment as payment in full.
- 3(6) The Host Province shall issue monthly statements to the Province of Origin, either electronically or on magnetic tape, in the form attached as Schedule "B", or in writing in the form attached as Schedule "C".

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3(7) All payments by the Provincial Authority of the Host Province shall be made at the approved rate payable by that Authority at the date of service. Adjustments will be made periodically for billing or accounting errors and retroactive fee schedule changes.

The forms attached as Schedule "B" and Schedule "C" shall be used to indicate any adjustments under this Agreement.

3(8) The Province of Origin shall reimburse the Host Province for payments made on its behalf within 30 days of receipt of a statement.

3(9) The Province of Origin recognizes the validity of decisions made by the Host Province regarding the eligibility of a Resident to insured services, provided the provisions of this Agreement have been met.

3(10) The costs of Insured Physician Services provided in the Host Province to a Resident who cannot provide proof of his coverage shall be the responsibility of the Resident.

3(11) Each party has the right to review administrative procedures of the other party relating to this Agreement at any reasonable time in order to meet auditing requirements.

3(12) The Province of Origin may require the Host Province to provide detailed information with respect to a reasonable sample of payments made on its behalf and to tabulate the findings for review at an evaluation meeting to be held at a mutually agreeable time following the implementation of this Agreement.

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SECTION 4 - TERMINATION

4. Either party may terminate this agreement at any time by giving 180 days notice by registered mail to the other party.

SECTION 5 - NO ASSIGNMENT

5. This Agreement shall not be assigned by either party.

SECTION 6 - AMENDMENTS

6. No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed on behalf of both parties.

SECTION 7 - NOTICE

7. Any notice or other communication under this Agreement may be addressed to:

- (a) in the case of the Commission to:

The Executive Director
Medical Services Plan

- (b) in the case of the Department to:

The Director
Health Services Branch
Department of Health & Human Resources
P.O. Box 2703
Whitehorse, Yukon Y1A 2C6

Appendix A

**SERVICES EXCLUDED UNDER THE INTER-PROVINCIAL
AGREEMENTS FOR THE RECIPROCAL PROCESSING
OF OUT-OF-PROVINCE MEDICAL CLAIMS**

This arrangement covers medically required services rendered by medical practitioners, with the following exclusions:

1. Surgery for alteration of appearance (cosmetic surgery).
2. Sex-reassignment surgery.
3. Surgery for reversal of sterilization, contraception and sterilization procedures.
4. Therapeutic abortions.
5. Routine periodic health examinations, routine eye examinations.
6. In-vitro fertilization, artificial insemination.
7. Acupuncture, acupressure, transcutaneous electro-nerve stimulation (TENS), moxibustion, biofeedback, hypnotherapy.
8. Services to persons covered by other agencies: RCMP, Armed Forces, Workers' Compensation Board, Department of Veterans Affairs, Correctional Services of Canada (Federal penitentiaries).
9. Services requested by a "third party".
10. Routine circumcision of newborn.
11. Psychoanalysis.
12. Psychiatric or psychiatric team conference when patient is not present.
13. Polysomnograms.
14. Genetic screening and other genetic investigations, including DNA probes.
15. Anaesthetic services and surgical assistant services associated with all of the foregoing.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the parties on the dates noted below:

FOR THE DEPARTMENT OF HEALTH
AND HUMAN RESOURCES OF THE
YUKON TERRITORY

Roxann Butel
WITNESS

Maiguel Joe
MINISTER

DATE: 88-06-30

FOR THE MEDICAL SERVICES
COMMISSION OF BRITISH COLUMBIA

WITNESS

[Signature]

DATE: _____

Physician Services Excluded Under The Inter-Provincial Agreements For The Reciprocal Processing of Out-of-Province Medical Claims

The following services should be billed directly to the non-resident. This arrangement covers medically required services rendered by medical practitioners. The following services are excluded:

- Surgery for alteration of appearance (cosmetic surgery);
- Sex-reassignment surgery;
- Surgery for reversal of sterilization;
- Therapeutic abortions;
- Routine periodic health examinations including routine eye examinations;
- In-vitro fertilization, artificial insemination;
- Lithotripsy for gall bladder stones;
- The treatment of port-wine stains on other than the face or neck, regardless of the modality of treatment;
- Acupuncture, acupressure, transcutaneous electro-nerve stimulation (TENS), moxibustion, biofeedback, hypnotherapy;
- Services to persons covered by other agencies: RCMP, Armed Forces, Worker Compensation Board, Department of Veterans Affairs, Correctional Services of Canada (Federal penitentiaries);
- Services requested by a "third-party";
- Team conference(s);
- Genetic screening and other genetic investigation, including DNA probes;
- Procedures still in the experimental/developmental phase;
- Anaesthetic services and surgical assistant services associated with all of the foregoing.
- Supplementary services are not a benefit (podiatry, physiotherapy, chiropractor, etc.)

The patient could submit the claim to the medical care plan for possible reimbursement. One would expect that the physician would give the patient some guidance as to whether the service would be eligible for reimbursement, including some dental services.