AN AGREEMENT FOR THE RECIPROCAL PROCESSING OF OUT-OF-PROVINCE/TERRITORY CLAIMS FOR HOSPITAL SERVICES

BETWEEN: **THE INTERIM COMMISSIONER** of Nunavut

OF THE FIRST PART

AND: **DEPARTMENT OF HEALTH AND SOCIAL SERVICES, GOVERNMENT OF YUKON**

OF THE SECOND PART

WHEREAS the parties hereto intend to enter into an agreement for the administration of matters relating to the provision of hospital in-patient and out-patient services provided by the Yukon Territory to residents of Nunavut and by the Government of Nunavut to the residents of the Yukon Territory.

AND WHEREAS, Pursuant to the *Nunavut Act*, the Interim Commissioner is empowered to enter into agreements binding upon the future Government of Nunavut.

NOW THEREFORE the parties agree as follows:

SECTION 1 – PAYMENT OF CLAIMS

1. Claims for out-of-province insured hospital in-patient and out-patient services provided to the residents of the Yukon Territory or to the residents of the jurisdiction of Nunavut shall be sent to the provincial/territorial authority in the jurisdiction where the service was rendered and shall be processed and paid by that authority with subsequent reimbursement by the authority of the jurisdiction of origin.

SECTION 2 – TERM OF AGREEMENT

2. This agreement shall apply to in-patient admissions on or after April 1st, 1999 and out-patient services on or after April 1st, 1999 and shall continue in effect until terminated according to the provisions hereof.

SECTION 3 – DEFINITIONS

3.1 "Approved Standard Ward Rate" means the per diem rate, calculated by dividing the estimated number of days of service into the approved gross expenditures of a hospital, less its insured recoveries, and payable to a hospital by the provincial/territorial authority responsible for the hospital insurance plan, or, as otherwise amended, by the Government of Nunavut and the Yukon Territory and/or the Coordinating Committee on Reciprocal Billing.

3.2 "Authorized Charges," means the charges for insured hospital in-patient services made by the hospital providing the services directly to a patient on the authority of the Lieutenant Governor in Council/Commissioner in Council.

3.3. "Host Province/Territory" means the province or territory where a "resident" obtains "insured services" other than the "province/territory of origin".

3.4 "Insured Services" means, all hospital in-patient and out-patient 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 Act*. "Insured Services" shall be payable at the approved rates of the host province/territory, or, as otherwise agreed by the Government of Nunavut and the Yukon Territory and/or the Coordinating Committee on Reciprocal Billing.

3.5 "Provincial/Territorial Authority" for Nunavut means the Department of Health and Social Services and for the Yukon Territory means the Department of Health and Social Services.

3.6 "Province/Territory of Origin" means the province or territory where a person declares him/herself to be eligible for hospital insurance benefits.

3.7 "Resident" means any person defined as a resident for the purpose of the provincial or territorial hospital insurance plan administered by either of the Government of Nunavut or the Yukon Territory.

SECTION 4 – GENERAL PROVISIONS

4.1 This agreement shall not apply to the services listed in Schedule "A", attached hereto and forming part of this Agreement.

4.2 Any resident shall be entitled to the insured hospital in-patient services provided in a host province or territory on his/her statement that he/she is an insured person in his/her province/territory of origin, if confirmed by providing the information contained in the "Declaration of Hospital Insurance Coverage", a copy of which is attached hereto as Schedule "B", and forming part of this agreement.

4.3 A claim processed by a provincial/territorial authority of a host province or territory shall be paid on behalf of the provincial/territorial authority of a province/territory of origin only if it is supported by a completed "Declaration of Hospital Insurance Coverage".

4.4 All payments by the provincial/territorial authority of a host province or territory shall be made at the approved standard ward rate payable by that authority. However, authorized charges may be either applied or exempted, and if applied, the approved standard ward rate payable shall be reduced accordingly. It is understood that any billing or accounting errors will be adjusted. The authorized charges may be amended by notice given by the host province/territory to the province/territory of origin.

4.5 The provincial/territorial authority of the host province or territory shall issue to the provincial/territorial authority of each province/territory of origin monthly statements containing the information described on Schedule "C" hereto, and forming part of this agreement, or, as otherwise amended, by the Government of Nunavut and the Yukon Territory and/or in accordance with specifications approved by the Coordinating Committee on Reciprocal Billing.

4.6 The provincial/territorial authority of the province/territory of origin shall reimburse the provincial/territorial authority of the host province for payments made on it's behalf within 30 days of receipt of the monthly statements referred to in number 4.5 above.

4.7 The provincial/territorial authority of the province/territory of origin shall recognize and shall not challenge the validity of any decision made by the provincial/territorial authority of a host province regarding the eligibility of a resident to insured services provided the provisions of this agreement have been met.

4.8 The costs of insured services provided in the host province to a resident who either cannot provide proof of his/her coverage or is not insured, shall be the responsibility of the resident.

4.9 Each of the Government of Nunavut and the Yukon Territory shall have the right to review the administrative procedures the other party is following with respect to the implementation of this agreement in order to meet the requirements of its provincial auditor.

4.10 The provincial/territorial authority of the province/territory of origin may require the host province/territory to provide information for a detailed sample of payments made by the provincial/territorial authority of the host province/territory on it's behalf and tabulate the findings for review at an evaluation meeting to be held at a suitable time following implementation.

SECTION 5 – TERMINATION

5. This agreement may be terminated for any reason by either the Government of Nunavut or the Yukon Territory upon six (6) months written notice.

SECTION 6 – ASSIGNMENT

6. This agreement may not be assigned.

SECTION 7 - AMENDMENTS

7. No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed on behalf of both the Government of Nunavut and the Yukon Territory.

SECTION 8 – NOTICE

Any notice required to be given hereto shall be in writing and shall be sent by registered mail, postage prepaid and addressed:

(a) in the case of Nunavut to:
Government of Nunavut
Department of Health and Social Services
Bag 800
Iqaluit, NT X0A 0H0

Attention: Branch Manager, Rankin Inlet Branch Office

(b) in the case of the Yukon Territory to:
Government of Yukon Territory
Department of Health and Social Services
P.O. Box 2703
Whitehorse, Yukon Y1A 2C6

Attention: Director, Health Care Insurance

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

INTERIM COMMISSIONER OF NUNAVUT:

Witness

A/ Interim Commissioner

99-03-29
Date

FOR THE YUKON TERRITORY:

Witness

Minister of Health and Social Services

Jun. 12/99
Date

SCHEDULE "A"

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

Excluded Services

1. Surgery for alteration of appearance (cosmetic surgery);
2. Sex-reassignment surgery;
3. Surgery for reversal of sterilization;
4. Therapeutic abortions;
5. Routine periodic health examinations including routine eye examinations;
6. In-vitro fertilization, artificial insemination;
7. Lithotripsy for gall bladder stones;
8. The treatment of port-wine stains on other than the face or neck, regardless of the modality of treatment;
9. Acupuncture, acupressure, transcutaneous electro-nerve stimulation (TENS), moxibustion, biofeedback, hypnotherapy;
10. Services to persons covered by other agencies: RCMP, Armed Forces, Workers' Compensation Boards, Department of Veterans Affairs, Correctional Services of Canada (Federal penitentiaries);
11. Services requested by a "third-party";
12. Team conference(s);
13. Genetic screening and other genetic investigation, including DNA probes;
14. Procedures still in the experimental/developmental phase;
15. Anaesthetic services and surgical assistant services associated with all of the foregoing.

DECLARATION OF HOSPITAL INSURANCE COVERAGE
In-patient Interprovincial Agreement

SCHEDULE "B"

PATIENT IDENTIFICATION *(Provide information as shown on Health Insurance Card)*

Surname | Given Name(s) | Initials | Date of Birth (Year Month Day)

Address registered with Province of Coverage (R.R #, Number and Street, Apartment No.) | Sex: Male ☐ Female ☐

(City, Town, Village) | Postal Code | Current Telephone Number (Area Code) ( ) -

PROVINCE OF COVERAGE

Health Insurance Number

Date of Effectiveness (Year Month Day)

Date of Expiry (Year Month Day)

TO BE COMPLETED IF PATIENT IS TEMPORARILY PRESENT IN HOST PROVINCE

Temporary Address in Host Province *if available* (R.R. #, Number and Street, Apt. No., City, Town, Village) | Province | Postal Code | Telephone Number (Area Code) ( ) -

Reason for entitlement to insured in-patient hospital services from Province of Coverage:

☐ Vacation/In Transit
☐ Medical Referral
☐ Temporary Employment/Business
☐ Study: _____ (Name of Educational Institution)
☐ Other: _____ (Please specify)

ANTICIPATED DURATION OF STAY

FROM (Year Month Day) | TO (Year Month Day)

☐ Awaiting Eligibility for Coverage in the Province (*other than Host Province*) of: _____

Date registered with new Health Insurance Plan: ____/____ (Year Month)

Address (R.R. #, Number and Street, Apt. No., City, Town, Village) | Postal Code | Telephone Number (Area Code) ( ) -

TO BE COMPLETED IF PATIENT HAS MADE A PERMANENT MOVE TO HOST PROVINCE

Permanent Address in Host Province (R.R. #, Number and Street, Apt. No., City, Town, Village) | Province | Postal Code | Telephone Number (Area Code) ( ) -

Last Address in Former Province (R.R. #, Number, and Street, Apt. No., City, Town, Village) | Province | Postal Code | Former Telephone Number (Area Code) ( ) -

Date of Departure from Province of Coverage (Year Month Day)

☐ Date of Arrival
OR
☐ Date of Establishing Residence in Host Province (Year Month Day)

HOSPITAL

Name | Location | HOSPITAL NUMBER

Additional Information: | Admission/Separation Number | Date of Admission (Year Month Day)

DECLARATION OF PATIENT or REPRESENTATIVE

I hereby declare conscientiously believing it to be true and knowing it to have the same effect as if it were made under oath and by virtue of the *Canada Evidence Act* that I am entitled (or I declare on behalf of the patient that he/she is entitled) to insured hospital services from the Province of Coverage.

Signature of Person making Declaration | Witness (Signature of Authorized Hospital Representative) | Date

Name of Declarant if other than Patient (*Please Print*) | Relationship to Patient (*Please specify if other than Parent /Guardian*) ☐ Parent /Guardian

Address of Declarant if other than Patient (R.R. #, Number and Street, Apt. No., City, Town, Village, Province) | Postal Code | Telephone Number (Area Code) ( ) -

☐ Same as patient

SCHEDULE "C"

THE MONTHLY STATEMENT
_____ INSURANCE PLAN
STATEMENT OF HOSPITAL IN-PATIENT PAYMENTS MADE
ON BEHALF OF _____ RESIDENTS

Billing period _____ to _____
Hospital code _____

Items to be included on the monthly statement:

1. Registration number
2. Patient`s name and address
3. Date of birth
4. Sex
5. Diagnostic code
6. Procedure code
7. Date of admission
8 Date of separation
9. Number of days
10. Standard ward rate
11. Amount
12. Hospital name and location
13. Long-stay indication
14. Accident indication
15. Deceased indication
16. Adjustment indication