

AL1000 NON-RESIDENT PATIENTS - GOVERNING LAW AND JURISDICTION AGREEMENTS

1.0 PURPOSE

To reduce the cost and uncertainty of lawsuits brought against Interior Health by non-resident patients.

To ensure that non-resident patients acknowledge and accept the exclusive jurisdiction of the courts of British Columbia, in resolving any dispute with Interior Health arising from any care or treatment received by the non-resident patient while in Interior Health facilities.

2.0 DEFINITIONS

TERM	DEFINITION
Health Care Provider	Means a person who, under a prescribed Act, is licensed, certified or registered to provide health care
Non-Resident Patient	An individual normally resident outside of Canada

3.0 POLICY

3.1 Signed Agreement Requirement

All non-resident patients, prior to receiving health care at Interior Health facilities and programs, are required to sign the Governing Law and Jurisdiction Agreement (Appendix A), which discharges their right to claim damages or costs under any jurisdictions other than those of British Columbia and Canada.

3.2 Exception

Emergency care or treatment cannot be denied any non-resident patient who requires urgent medical intervention regardless of whether a Governing Law and Jurisdiction Agreement is signed.

4.0 PROCEDURE

4.1 Health Care Provider

- Ensure the patient understands the purpose of the Governing Law and Jurisdiction Agreement.
- Ensure the Governing Law and Jurisdiction Agreement form is signed at the earliest possible time, and at least, before discharge.

4.2 Admissions Clerk

- Inform the patient of the requirement to sign a Governing Law and Jurisdiction Agreement before care or treatment can be provided,
- Ask the patient to sign the Governing Law and Jurisdiction Agreement at time of admission

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- Witness patient signing the Governing Law and Jurisdiction Agreement, and
- Place signed Agreement in patient's health record.

5.0 REFERENCES

1. HCPP Risk Note - Jurisdictional Issues Related to Non-Residents of Canada - November 7, 2005
2. HIROC/CMPA - Protecting Physicians and Health Care Organizations when Treating Non-Residents of Canada letter - November 2005

FREQUENTLY ASKED QUESTIONS

Q. Is it necessary to have the non-resident sign an Agreement prior to triage?

A. A strict interpretation of the policy would suggest this is not necessary, as triage is an assessment rather than the provision of health care. In practice; however, having all non-residents sign an Agreement at the first opportunity would be advisable.

Q. If a non-resident comes in for emergency treatment, does this mean he/she does not have to sign an Agreement?

A. No, it does not. Emergency treatment must not be withheld if the Agreement has not been signed; however, the non-resident still must be presented with the Agreement to sign at the earliest possible time after the emergency treatment.

Q. Can a Substitute Decision Maker sign on behalf of the patient.

A. Yes. If the non-resident is unable to sign the Agreement, a SDM should sign on their behalf.

Q. Should further treatment be provided after the non-residents emergency treatment if he/she does not sign the Agreement?

A. If the non-resident refuses to sign the Agreement, no further investigation or treatment should be provided if the non-provision would not result in harm.

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APPENDIX A

GOVERNING LAW AND JURISDICTION AGREEMENT

(for Non-residents of Canada)

GOVERNING LAW

I hereby agree that:

- a. all aspects of the relationship between me and the Interior Health Authority (as well as its agents, delegates, employees and any physicians and other independent health care practitioners providing medical or other health care and treatment to me at or in association with the Interior Health Authority, including without limitation any medical or other health care treatment provided to me), and
- b. the resolution of any and all disputed arising from or in connection with that relationship, including any disputes arising under or in connection with this Agreement, shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

JURISDICTION

I hereby acknowledge that the medical or other health care treatment I receive from the Interior Health Authority will be provided in the Province of British Columbia, and that the Courts of British Columbia shall have exclusive jurisdiction to hear any complaint, demand, claim, proceeding or cause of action, whatsoever arising from or in connection with that medical or other health care and treatment, or from any other aspect or relationship to the Interior Health Authority.

DATED AT _____, this _____ day of _____, 20____
(print name of city)

PRINT NAME OF PATIENT/SUBSTITUTE DECISION MAKER

SIGNATURE OF PATIENT/SUBSTITUTE DECISION MAKER

PRINT NAME OF TRANSLATOR IF REQUIRED

SIGNATURE OF TRANSLATOR IF REQUIRED

PRINT NAME OF WITNESS

SIGNATURE OF WITNESS

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