

<p align="center">Procedure / Transportation for Medical Reasons</p> <p align="center">Non-Insured Health Benefits Program (NIHB)</p>	<ul style="list-style-type: none"> ▪ Department: Financial & Administrative Services ▪ Effective date: November 21, 2022 ▪ Approved by the Executive Director after consultation with the CLSC Board of Directors
<p align="right">References</p>	<ul style="list-style-type: none"> ▪ Chapter 10 of The Northeastern Québec Agreement ▪ MSSS circular: 01-01-40-10

The terms and conditions in the box are those that have been adopted by the Board by way of a Policy.

The Northeastern Québec Agreement stipulates that Québec shall, with the appropriate resources, be responsible for the delivery to the Naskapis of Québec residing in the Territory of the full range of health and social services in accordance with the provisions of the Agreement and according to the needs of the Naskapis residing in the Territory. Such services include those services which are not normally offered to the general population of Québec, but which Canada offered to the Naskapis on January 13, 1978¹.

1- General Provisions

1.1. The CLSC Naskapi is responsible for providing health services and social services to the Naskapi Nation of Kawawachikamach. However, if these services are not available at the CLSC Naskapi, the Non-Insured Health Benefits (NIHB) Program provides eligible Naskapi beneficiaries based on the established criteria, travel to those services offered outside the Community.

Application **1.2.** This procedure defines the terms and conditions applicable to travel that is necessary to obtain elective (non-emergency) care or services outside the Community and determines the financial assistance granted to the user and where applicable to their escort. This procedure does not apply to emergency evacuation situations (e.g., Medevac)². This Procedure also applies to eligible Long-term Patients subject to specific conditions described in section 7; however, this Procedure does not apply to individuals transferred to or residing in any long-term care facility (CHSLD or others).

¹ Sec. 10.3 of the Northeastern Québec Agreement

² Québec provides air ambulance evacuation service for remote regions. See **Appendix A**

Definitions 1.3. In this Procedure, the following terms are defined as follows:

- a) **Facility:** physical location where care and services are offered;
- b) **Health Professional:** a health professional who is a member in good standing of a professional association that complies with a rigorous code of ethics, and unless otherwise indicated, works for or with the CLSC;
- c) **Long-Term Patient:** a person eligible under this procedure but whose stay is for an extended and/or indefinite period (e.g., Hemodialysis);
- d) **NIHB:** the Non-insured Health Benefits program provided to eligible Naskapi beneficiaries, the terms and conditions of which are administered by the CLSC Naskapi;
- e) **Transportation:** includes travel, accommodation and meals.

2- Eligibility

Criteria	2.1. To be eligible for the NIHB Program, a person must be registered in the Naskapi beneficiary Registry as a resident of the Territory ³ and have obtained a beneficiary number.
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The Territory is defined in the Northeastern Québec Agreement⁴ as Kawawachikamach as well as a broader area including notably Matimekosh and Schefferville. Therefore, a Naskapi beneficiary residing in this broader region maintains his rights and may benefit from the application of this Procedure as if he was a Kawawachikamach resident.

Any Naskapi beneficiary registered as an Out-of-Territory resident will be covered by Health Canada and must submit their travel claims directly to Health Canada⁵.

Registry	2.2. The Registry of Naskapi beneficiaries is managed by the Naskapi of Kawawachikamach Band Council and sent to the direction des affaires autochtones of the Ministère de la Santé et des Services sociaux (MSSS).
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Referral 2.3. A health professional must prescribe medically necessary health services not available at the CLSC and transportation must be approved by the CLSC.

3- Other Conditions

Exclusion/ other program	3.1. Eligible expenses are covered when they would not otherwise be reimbursed by another program or organization such as the Commission de la santé et de la sécurité du travail (CSST), the Société de l'assurance automobile du Québec (SAAQ), DYP, the ministère de la justice, private insurance, etc.
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³ Including students who temporarily reside outside the Territory to pursue post-secondary education and who are not registered as “Out of Territory.”

⁴ Sec. 1.16 of the Northeastern Québec Agreement

⁵ The CLSC may guide or assist these beneficiaries for registering with Health Canada.

Corridor 3.2. The MSSS has established that the CLSC’s main service corridor is from Kawawachikamach to Sept-Îles, at the Centre intégré de santé et de services sociaux de la Côte-Nord (CISSS CN). The CHU de Québec is also used as a service corridor when the service is not offered or accessible in Sept-Îles. Travel must be to the facility deemed to provide the nearest available service. However, travel to another facility may be authorized by the Head of Physical Health Programs and Services for valid reasons.

Social services⁶ 3.3. Travel for social services is subject to the following conditions:

- a) the user must meet all the admission conditions of the referral centre or facility before travel is authorized;
- b) all return travel to the community will be authorized during the treatment if it is part of an intervention plan established by a health professional and approved by the CLSC Naskapi;
- c) the travel of a family member to the treatment location will be covered if it is part of the intervention plan established by a health professional and approved by the CLSC Naskapi;
- d) the return to the community is not covered if the user quits twice the treatment in progress against the advice of a health professional⁷;
- e) travel to access additional treatment within a 1 year period may be approved when the treatment facility accepts the user for readmission.

Exceptions may be authorized, with appropriate justification, when approved by the CLSC.

4- Terms and Conditions

Request 4.1. The health professional shall ensure that the necessary information is forwarded to the appropriate authority for travel arrangements. The professional must also specify whether the user needs an escort, in accordance with this procedure.

Rates 4.2. The rates applicable to the financial assistance provided for transportation, accommodation and meals are determined in **Appendix B** but subject to specific provisions applicable to Long-Term Patients, as provided in section 7.

Organization & logistics 4.3. Planning and logistics surrounding travel are the responsibility of the Naskapi Patient Services and travel arrangements (dates, hotels, etc.) cannot be modified without the approval of the Head of Financial and Administrative Services.

Criteria 4.4. The mode of transportation and the appropriate type of accommodation are determined by the CLSC, taking into account the following:

- user’s state of health or condition
- lowest cost for all expenses

⁶ Addictions treatment, etc.

⁷ A referral to the Naskapi of Kawawachikamach Band Council can be made concerning the coverage of costs incurred.

- duration of the stay.

Any specific request from the user must be submitted before the CLSC makes the travel arrangements.

Duration **4.5.** The length of stay is limited to the time necessary to obtain the prescribed health services. In cases where the user or escort does not respect the travel arrangements and decides to extend their stay for personal reasons and not for justified medical reasons, the CLSC will not reimburse any expenses of any kind during this period and will not assume the cost of the return.

Transportation

Types **4.6.** The following modes of transportation are used in accordance with policies and circulars in effect at the MSSS:

- Air Transportation (regular flight, charter flight)
- Personal vehicle
- Public transportation (bus, train)
- Ambulance
- Adapted transportation
- Taxi

Group transportation **4.7.** The CLSC may organize coordinated and grouped transportation when more than one user or escort has to travel to the same destination.

Car rental **4.8.** In certain circumstances, the CLSC may authorize car rentals⁸ for certain trips, in which case only the cost of the rental and gas will be eligible. No mileage allowance will be paid.

Accommodation

4.9. The place of accommodation is determined by the CLSC. Users and escorts will be accommodated in a location under a contractual agreement with the CLSC, or if a user chooses, in a private accommodation (with family, friends, etc.) if this does not entail additional expenses. If there is no availability in a place under contractual agreement, the CLSC will determine another type of accommodation. Specific provisions may apply to Long-Term Patients accommodations, see section 7.

Meals

4.10. The meal allowance indicated in **Appendix B**, will be paid only if meals are not included with accommodation. Receipts are not required.

5- Escorts

⁸ The rental car must fall in the “compact” category, unless there is an exception depending on the circumstances.

5.1. The presence of an escort may be approved when the user cannot travel alone due to a legal or a medical requirement and particularly if the user:

- a) is a minor;
- b) requires an escort for legal consent or decision-making;
- c) needs help with activities of daily living such as assistance with dressing, eating and bathing;
- d) will be given instructions about specific and essential home medical or nursing care that cannot be provided to them alone;
- e) will need assistance while travelling;
- f) is a pregnant woman travelling for the purpose of giving birth, including travelling to the health care facility while awaiting the birth of a child;
- g) faces a language barrier and will not have access to interpreting services, etc.;
- h) is over age 65;
- i) has difficulty moving around on their own (e.g., uses assisted mobility equipment);
- j) any other circumstances not listed, when deemed necessary and prescribed by a physician.

**Limit/
number**

5.2. Only one escort can be authorized, except:

- a) for a child under one year old who can be accompanied by both parents;
- b) during childbirth, the user can have a second escort.

An escort may be authorized to accompany several users when the health condition of the users permits.

5.2.1. A pregnant woman who is transferred to give birth may have an escort at her request as soon as she leaves the community. The escort can stay with the mother until the mother and newborn return to the community.

A pregnant user transferred for an elective appointment will not be entitled to an escort unless:

- a) specifically identified by the health professional, or
- b) otherwise authorized in this procedure (e.g., uses assisted mobility equipment).

5.2.2 If a pregnant woman chooses the child’s father to accompany her and the father is under 18, an additional escort will be authorized to accompany them.

**Duration /
escort's
stay**

5.2.3 If the user must stay for a longer period than initially planned, the escort may ask to return to their community, after approval from the Head of Financial and Administrative Services and if arrangements are made to have an escort to replace them.

The Head of Financial and Administrative Services may also authorize the return for any reason they deem valid and which is out of the control of the escort (e.g., death of a family member, etc.).

Criteria & responsibilities

5.3. The presence of an escort who meets the following criteria must have been authorized in advance by the Naskapi Patient Service.

The escort must be at least 18 years of age and be able and willing to provide the assistance the user needs during the agreed period. Depending on the needs of the user, the escort must be able to:

- a) sign consent forms and provide user medical history;
- b) provide the assistance and aid required when the user needs;
- c) act as an interpreter for the user during the travel if necessary;
- d) in the case of a minor user, the escort must remain with them at all times.

The escort must also:

- e) respect the privacy of user information by remaining discrete and sharing information only if necessary;
- f) not have failed in their responsibilities as an escort in the past, in which case, the Naskapi Patient Services could refuse them as an escort.

6- Travel Expense Claims

Deadline & receipts

6.1. The user must submit their duly completed claim form to Naskapi Patient Services (see form in **Appendix C**) including all the supporting documents required for transportation and accommodation, within 15 days following the provision of health services.

The escort must submit the claim form in the same way, within 15 days of completing their escort duties.

The CLSC reserves the right to refuse any non-compliant claim.

Proof

6.2. The user must present proof to the CLSC that they have indeed received the health service for which they travelled for medical reasons.

6.3. No fees are reimbursed by the CLSC for personal expenses, such as long-distance calls, cellular data, entertainment, alcohol, etc., and any other expense deemed inappropriate.

7- Long-Term Patients

7.1. For long-term stays, the following conditions apply to the patients and their escorts notwithstanding the above:

- a) allowances for meals are paid as per the rates established in **Appendix B**;
- b) patients must find their own accommodations and the CLSC will provide:
 - a monthly allowance as per **Appendix B**, and
 - an allocation⁹ to purchase the basic necessary furniture.

Temporary accommodations may, however, be provided in a location under a contractual agreement with the CLSC according to the needs and availability;

- c) daily transportation to the place of treatment is provided or reimbursed based on the most economical means of transportation available.

Outings 7.2. Long-Term Patients and their escorts are entitled to 2 outings per year to return to the Community.

8- Repatriation

8.1. When a patient who at the time of the death was away from the Community to receive medical care or service organized by the CLSC, the body will be repatriated by the most appropriate means of transportation considering the cost and efficiency.

9- Final provisions

9.1. Users and escorts must show respect and civility towards others and:

- a) respect all rules or regulations applicable during the travel (e.g., of the health institution, place of accommodation, hotel, etc.);
- b) arrive on time for the transportation and comply with boarding or departure conditions;
- c) sign the agreement in **Appendix D**.

9.2. Users who do not show up for a scheduled appointment or who do not comply with travel arrangements may have to assume the cost of the return trip or the next trip to access necessary health services, unless when there is a reason beyond their control, such as an accident, death of a family member, etc.

9.3. Users or escorts who make a false declaration on a reimbursement request must pay back any amount unjustly received and the administrative costs and are subject to any other measure or sanction deemed appropriate by the CLSC.

Exceptional expenses 9.4. Under exceptional circumstances, the Executive Director may authorize payment or reimbursement of justified expenses not indicated in this procedure.

9.5. When a travel expense is refused, the user may submit a request for review (see **Appendix E**).

⁹ In partnership with the Naskapi Nation of Kawawachikamach

APPENDIX A – COORDINATION OF EMERGENCY TRAVEL

Québec offers air ambulance evacuation for remote regions:

Evacuations aéromédicales du Québec (EVAQ)

Hôpital de l'Enfant-Jésus

CHU de Québec

1401 18^e Rue

Québec City QC G1J 1Z4

Telephone (Coordination): 418-649-5818

Fax: 418-877-6936

Emergency number in case there is no response: 418-522-0067

Email centrale.evaq.cha@ssss.gouv.qc.ca

APPENDIX B - RATES

**RATES FOR NIHB PROGRAM
 TRANSPORTATION FOR MEDICAL REASONS
 (USERS AND ESCORTS)**

TRANSPORTATION	Maximum	
Private vehicle	22.5¢ per km	
MEAL ALLOWANCE	4 years old or over	3 years old or under
Breakfast	\$15	\$8
Lunch	\$15	\$10
Supper	\$30	\$15
PRIVATE HOME ACCOMMODATION		
Per night	\$45	

LONG-TERM PATIENTS AND THEIR ESCORTS

	Accommodation / Month	Meals / Week
Per individual	\$1,000	\$250

APPENDIX C - FORM/CLAIM

To be developed

APPENDIX D – USER AND ESCORT AGREEMENT

Transport pour raison médicale / User and Escort Agreement

I _____ declare that I understand my responsibilities as:
printed name

- the person traveling for medical reasons or
- as an escort to the person traveling for medical reasons

and I will respect the provisions of the applicable Procedure of the CLSC Naskapi and more particularly that I will:

- a) ensure to attend the scheduled medical appointments and bring all the proper documentation (e.g., confirmation of appointment, RAMQ card, flight confirmation);
- b) arrive on time for the transportation and comply with boarding or departure conditions;
- c) respect the travel arrangements made and all rules or regulations applicable during the travel (e.g., of the health institution, place of accommodation, hotel, etc.), and I understand that if medical appointments, travel arrangements or certain conditions of the Procedure are not respected, I might have to bear any additional cost, as well as the cost of the return trip or the next trip to access necessary health services.

MOREOVER, if I am the escort, I must also:

- d) provide the assistance and aid required when the user needs;
- e) act as an interpreter for the user during the travel if necessary;
- f) in the case of a minor user, I must remain with them at all times;
- g) respect the privacy of user information by remaining discrete and sharing information only if necessary;
- h) not fail my responsibilities, in which case, the Naskapi Patient Services could terminate at any time my duties which may result in the withdrawal of future opportunities to act as an escort.

Signature

Date

N.B. Please keep the signed form in the user's file and provide a copy to the signatory.

APPENDIX E – REQUEST FOR REVIEW

A beneficiary who is not satisfied with the processing of his request concerning transportation for medical reasons, may contact the Head of Financial Resources Services. If the beneficiary is still not satisfied, he can submit a request for review to the Director General of the CLSC Naskapi.

The request will be processed as soon as possible. A written response will be sent to the beneficiary.