

PP.TNHB.1609



## Tsuut'ina Nation Health Benefits (TNHB) Program Policies and Procedures



**Preamble**

The Tsuut'ina Peoples entered into Treaty 7 with the Imperial Crown. Canada, the successor state of the Imperial Crown, has the legal responsibility for the benefits under Treaty to Tsuut'ina People. Our inherent and Treaty Rights are recognized and affirmed by the Canadian Constitution Act of 1982, Section 35. The spirit and intent of the historic Treaties include "Indian institutions and administration, lands and water and other resources, education and health social assistance, police protection, economic development, hunting, fishing, trapping and gathering, as well as other rights."

Treaty partners must uphold the legal obligation and responsibility of the Crown to honour the Treaties. The Crown holds a fiduciary duty to the Tsuut'ina Nation Citizens and must affirm that rights are administered in their entirety through all approved legislation and guiding documents.

The United Nations Declaration on the Rights of Indigenous People supports implementation of Treaty and Inherent Rights. Canada has agreed through historic Treaty signed 1877, and Canada's endorsement of the UNDRIP signed 2012, to honour and uphold the sacred agreements made by our ancestors.

The Health of the Tsuut'ina Nation Citizens is of utmost importance to the Leadership of the Tsuut'ina Nation. Tsuut'ina Nation Citizens must be provided with the opportunity for treatment without financial burden. Providing opportunity to Citizens to receive optimal health care is paramount for the recovery of conditions resulting from the imposition of colonial genocide. For many years the health needs of the Citizens have been substandard due to inadequate funding causing social, economic, and spiritual barriers for healing and growth.

The establishment of TNHB Program is to ensure that funds that are made available for health benefits, will benefit all Nation Citizens in an equitable manner through process.

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## 1 Interpretations and Definitions

- (a) **"AGLC"** means the Alberta Gaming and Liquor Commission.
- (b) **"Alternative Healing"** means a therapeutic approach to treating illnesses, pain, and diseases that do not fall under the contemporary biomedicine scope of treatment. It can also be considered similar to allied health services that are not covered through Alberta Health Services or First Nations and Inuit Health. It can include, but is not limited to, chiropractic work, acupuncture, physiotherapy and massage therapy.
- (c) **"Case-by-Case Basis"** means the consultation with medical support staff; the Health Director will make the decision.
- (d) **"Cosmetic Surgery"** means an elective surgery in which the principle purpose is to improve the appearance.
- (e) **"Client"** means a Tsuut'ina Nation Citizen who receives medical, vision, dental, alternative, and/or traditional care.
- (f) **"Dental Treatment Plan"** means a plan provided by a licensed Dentist or Orthodontist that outlines treatment needing to be received, a time frame, and cost.
- (g) **"Elder"** is an individual who is of 60 years of age or older.
- (h) **"Extra Billings"** means any other fee charged to a patient that is not recoverable from the applicable provincial or territorial health care insurance plan.
- (i) **"Fiscal Year"** means the one-year period ending on March 31<sup>st</sup> of each year.
- (j) **"FNIHB"** means the First Nations and Inuit Health Branch.
- (k) **"Health Information Act"** means the *Health Information Act* RSA 2000 Chapter H-5.
- (l) **"Medical Practitioner"** means a physician; a nurse practitioner for certain Medical Supplies and Equipment items, such as bandages, ostomy supplies, wheelchairs; or a health professional licensed to Prescribe by the province of Alberta and recognized by the TNHB Program.
- (m) **"Medical Supplies and Equipment"** means audiology equipment (e.g. hearing aids); medical equipment (e.g. wheelchairs and walkers); medical supplies (e.g. bandages and dressings); orthotics and custom-made footwear; oxygen and respiratory supplies and equipment; and pressure garments and prosthetics as prescribed by a medical professional.
- (n) **"Nation Citizen"** means a member of the Tsuut'ina Nation as defined and determined by the "Tsuut'ina Citizenship Code."
- (o) **"NIHB"** means Non-Insured Health Benefits program through and was the previous name used to identify the current program, Tsuut'ina Nation Health Benefits (TNHB) Program.

- (p) **"Prescribed"** means to be given written medical authorization by a Medical Practitioner to receive medicine or treatment for a medical condition.
- (q) **"Prescribed Medication"** means medication as Prescribedd by a Physician.
- (r) **"Service Provider"** is a Company or Organization that provides a specialized service.
- (s) **"Special Medical Condition"** means a health condition that is requiring a diagnosis and treatment from a Specialist.
- (t) **"Specialist"** is a medical or dental practitioner who devotes attention to a particular class of diseases, patients, etc.
- (u) **"Therapeutic Healing"** means having healing or curative power for a disease or ailment.
- (v) **"Traditional Healing"** acknowledges the holistic view of health in First Nations' cultures.
- (w) **"TNHB"** means Tsuut'ina Nation Health Benefits Program and is the internal program of the Tsuut'ina Nation.
- (x) **"TNHB Program Coordinator"** is the coordinator of the internal program of the Tsuut'ina Nation.



## 2 General Guidelines

### Introduction

- 2.1. The Tsuut'ina Nation Health Benefit (TNHB) Program is an internal program of the Tsuut'ina Nation and is not to be confused with the Federal Government Non-Insured Health Benefit Program (FNIHB).

### Purpose

- 2.2. The intent of the TNHB Program Policies and Procedures Manual is to provide services denied under the federal government to Tsuut'ina Nation Citizens. These policies ensure equitable process for the accessibility and accountability of program funds.

### Scope

- 2.3. The TNHB Program must follow the guidelines and policies as set forth in this document.

### Application

- 2.4. To access TNHB an individual must be a registered Tsuut'ina Nation Citizen with a valid Tsuut'ina Band number.

### Confidentiality

- 2.5. All Client information will be kept confidential and will only be released with specific consent or in accordance with the requirements of the Health Information Act.

### Priority Consideration

- 2.6. Anyone with a Special Medical Condition will be considered priority under the TNHB Program.
- 2.7. Elders and children may also be considered a priority when funds are limited.
- 2.8. Persons identified as low-income earners or are students may also be considered a priority when funds are limited.

### Eligibility

- 2.9. Subject to this policy, the TNHB Program is intended to pay for services for Tsuut'ina Nation Citizens who are denied by or under FNIHB and other health benefits/insurance.
- (a) Clients accessing TNHB must first apply to the FNIHB Program.
  - (b) Clients who have been denied benefits from the FNIHB Program must then apply to any other health benefits that they may have coverage (i.e. Employee Health Insurance, Travel Insurance, Alberta Blue Cross, or other services).
- 2.10. The health benefits as listed within the TNHB Program Policies and Procedures manual will be covered as long as funding is available.

**Reimbursement Approval**

- 2.11. The Service Provider must provide original invoices or receipts before any payment is processed and issued.

**Internal Administration Process**

- 2.12. The process to receive payment for invoices or reimbursements follows the Tsuut'ina Nation Finance Department schedule as follows, and are subject to change:
- (a) Invoices are submitted on Mondays;
  - (b) Original invoices and receipts must be submitted by Nation Citizens to the TNHB Program Coordinator.
  - (c) All payments and reimbursements are subject to availability of funds.
- 2.13. The TNHB Program Coordinator will be monitoring all invoices to prevent any potential for double billing to ensure compliance within funder's regulations.
- 2.14. The cut-off date for invoices is one calendar year from the date of the invoice.

**Missed Appointments**

- 2.15. Missed appointment fees will not be covered.

**Reimbursement Limit**

- 2.16. Reimbursements under \$20.00 will not be paid with the exception of Elders.

**Medical and Healing Service Providers**

- 2.17. Nation Citizens are encouraged to access Service Providers who have a relationship with the TNHB. Nation Citizens are to contact the TNHB Program Coordinator for a current list of clinics and providers that have a good relationship with the program and do not over charge service fees.
- (a) The list will be provided, but is subject to change as information is updated.
- 2.18. Prepayments will not be approved.
- 2.19. Unused funds must be reimbursed to the TNHB Program.
- 2.20. Client must find an alternative Service Provider if his/her Service Provider is not willing to follow the TNHB Program policies.

**Citizen Parental Coverage**

- 2.21. An eligible Tsuut'ina Nation Citizen under the age of one year and not yet registered can be covered through the Tsuut'ina Citizen Parent Band Number until registered on the Tsuut'ina Citizenship list.



### 3 Holistic and Unclassified Treatment

#### **Cosmetic Treatments**

- 3.1. Cosmetic Surgery is not covered, however, certain procedures will be reviewed on a Case-by-Case Basis and only for the therapeutic purposes and supported by a medical professional prescription that it is a medical requirement.

#### **Alternative Healing**

- 3.2. Certified Alternative Healing services will be covered and is defined by a medical professional prescription that it is a medical requirement and will be reviewed Case-by-Case Basis and only for therapeutic purposes.

#### **Traditional Healing**

- 3.3. Traditional Healing is reviewed by a Case-by-Case Basis and must fall into the definition of Traditional Healing.
- 3.4. An invoice must support the Traditional Healing that is to be covered.

## **4 Prescribed Medication**

### **Prescription Coverage Eligibility**

- 4.1. Prescribed Medication covers prescription as Prescribedd by a physician. Other allied health services or medical procedures may be covered on the condition it is Prescribedd by a physician.

### **Prescription Misuse**

- 4.2. The TNHB Program will not be liable for any prescription or service misuse.

### **Narcotics and Sleep Aids**

- 4.3. Payment for Prescribedd narcotics and sleep aides will be covered only once per month per Client to ensure Client safety as Prescribedd by a physician.

### **Chiropractic Services, Physiotherapy and Massage Prescriptions**

- 4.4. Chiropractic services, physiotherapy, and massage therapy must be Prescribedd by a physician and are approved for six initial visits up to a maximum of twelve visits per Fiscal Year.

### **First Nation and Inuit Health Benefits Branch (FNIHB)**

- 4.5. Prescriptions for medication that are denied by the First Nation and Inuit Non-Insured Health Benefits Branch (FNIHB) will be paid for.

### **Alternative Medication**

- 4.6. Clients are responsible for informing his/her medical care provider about alternative medication that can be covered by the Federal Government in order to maintain cost control measures.

### **Specialized Medical Supplies**

- 4.7. Specialized medical supplies that require special fittings by a Specialist such as knee braces, walking boots, or other items as Prescribedd will be covered up to a maximum of \$800.00 per Fiscal Year and any costs above the maximum will be the responsibility of the individual.

## 5 Vision Care

### Vision Care Description

- 5.1. Vision care covers eyeglasses, eyeglasses repairs and eye examinations with an optometrist; however the Client and Service Provider must still ensure that FNIHB pays for their share of eligible costs from the FNIHB program.

### Prescribed Laser Eye Surgery

- 5.2. A Tsuut'ina Nation Citizen is eligible to have 100% of the cost of Prescribed medical laser eye surgery to be covered.
- 5.3. Cosmetic laser eye surgery will not be covered by the TNHB Program.

### Eligibility Coverage Amount

- 5.4. A Tsuut'ina Nation Citizen is eligible for a maximum of \$500.00 per Fiscal Year/per Client for vision care services or purchase of eyeglasses.
- 5.5. Contact lenses will not be covered.
- 5.6. Eye exams for contact lenses will be provided for people under the age of 18, but will not cover the cost of the purchase of contact lenses.
- 5.7. Any vision care procedure, other than those listed above can be covered up to \$600.00 per Fiscal Year/per Client provided that the \$300.00 allocated per Client has not been used by that Client.

### Service Providers

- 5.8. Service Providers must submit to the FNIHB Program any portion that the Federal Government is obligated to pay.



## 6 Medical Supplies and Equipment

### Eligible Coverage Medical Supplies and Equipment

- 6.1. Any Medical Supplies and Equipment not eligible under the FNIHB Program will be covered under the TNHB Program and must still comply with the TNHB Policies and Procedures Manual.

### Client Asset Form

- 6.2. Establish a Client Asset Form to be signed by the TNHB Program Coordinator who is receiving equipment paid by the program to ensure personal responsibility for the care of the equipment effective 2013.

### Billing Information

- 6.3. All Service Providers/vendors must provide proper billing with a detailed description of items purchased, and dates on invoices and information on warranty on equipment purchased under the TNHB Program.

### Ineligible Service Calls

- 6.4. The TNHB Program will not pay for service calls that are not pre-approved by the TNHB Coordinator.

### Equipment Purchases

- 6.5. A physician must Prescribed any equipment or accessories purchased by the TNHB Program as required per assessment.
- 6.6. Appropriately Prescribedd wheelchairs, repairs of wheelchair equipment, specialized wheelchairs, and walkers may be covered under the TNHB Program.

## **7 Dental Care**

### **Eligible Coverage Amount**

- 7.1. Dental services are covered provided that the FNIHB has provided a letter of denial to the Nation/Client.
- 7.2. Dental services will be covered for Nation Citizens up to a maximum of:
  - (a) \$6000.00 for adults per Fiscal Year
    - Adults are not eligible to obtain special permission to exceed the specified amount.
  - (b) \$6500.00 for children age seventeen or under per Fiscal Year
    - Pending funding availability, children the age of seventeen or under may be granted special permission to exceed this limit for orthodontic work.

### **Credit Amount**

- 7.3. A credit amount for unused funds by the Service Provider is not permitted.

### **Service Provider Reimbursements**

- 7.4. Service Providers must reimburse the TNHB prior to the end of the Fiscal Year and must not be reimbursed to the Client unless the Client has paid for the service when dental work has not been done or completed.

### **Dental Treatment Plan Pre-Determination**

- 7.5. All Service Providers must submit Dental Treatment Plans to the FNIHB Program for pre-determination
- 7.6. Once the pre-determination has been submitted and denied by FNIHB then the TNHB will pay for the service with a proper invoice from the Service Provider.
- 7.7. There may be a waiting period for the federal pre-determination process, which is beyond the control of the TNHB Program or Health Centre.
- 7.8. Dental services will not be paid prior to pre-determination approval of dental treatment from FNIHB.

### **Expense Deferment**

- 7.9. Any Client requiring dental work that exceeds \$6,000.00 for adults and \$6500.00 for children aged seventeen or under, can defer the remaining dental work to the next Fiscal Year; however, the TNHB Program cannot guarantee that any funds will be available on any given Fiscal Year pursuant to Finance and Administration Act's discretion and approval powers.

## 8 Extra Billing and Patient Care

### Extra Billing and Patient Care Eligibility

- 8.1. Extra Billing and patient care pays for doctor's fees, Specialist fees, and medical examinations not covered by Alberta Health Services (AHS), or any medical billing not covered by FNIHB.
- 8.2. Extra Billing is covered for Tsuut'ina Nation Citizens only.

### Resource People

- 8.3. Services provided by qualified professionals who provide service to individuals for therapy.

### Doctor's Notes

- 8.4. Doctor's notes for absence from employment, daycare, or schooling will not be covered. This is an individual responsibility.

### Missed Appointments

- 8.5. Missed appointment fees will not be covered. It is the individual's responsibility.

### Non-Tsuut'ina Nation Citizens

- 8.6. Any Nation Program or Department that refers non-Nation Citizens to Tsuut'ina health services must make Client aware that it is his/her responsibility for coverage of any medical costs.

### Patient Responsibility

- 8.7. It is the patient's responsibility to ensure that the service they are accessing is an eligible service under the TNHB Program.



## 9 Fraud

### **Fraudulent Misrepresentation**

- 9.1. Should the patient fraudulently misrepresent a material fact by not disclosing it or by stating it incorrectly in any application, or in any other information, his/her TNHB coverage will be voided for 365 days from the date of the fraudulent activity and shall be required to return any funds that were given for the services that were fraudulently misrepresented.

## **10 Amendments**

- 10.1. Amendments to the TNHB Program Policies and Procedures will be conducted through the Tsuut'ina Legislative Process.

## 11 Chief and Council Signatory Page

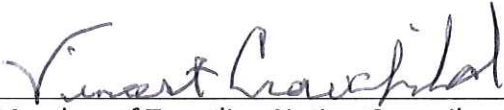
THIS POLICIES AND PROCEDURES IS HEREBY made at this duly convened meeting of the Chief and Council of the Tsuut'ina Nation this 28<sup>th</sup> day of September 2016 by Nation Council Resolution.

Voting in favour of the TNHB Policies and Procedures, as evidenced by signatures, are the following members of the Chief and Council:

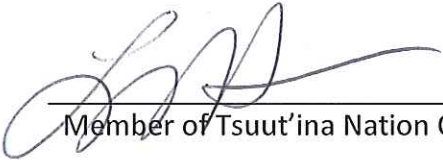
Tsuut'ina Nation Chief



Member of Tsuut'ina Nation Council



Member of Tsuut'ina Nation Council



Member of Tsuut'ina Nation Council



Member of Tsuut'ina Nation Council

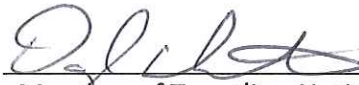


Member of Tsuut'ina Nation Council

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