

(x) “combination of road vehicles”: a combination of vehicles consisting of a heavy motorized road vehicle drawing a trailer, a semi-trailer or a detachable axle;”.

2. The following inserting after section 3.05:

“**3.05.1** For employees who perform the work mentioned in section 2.01 or related work on heavy road vehicles or combinations of road vehicles, the standard workweek shall not exceed 40 hours scheduled over 6 consecutive days. The standard workday shall not exceed 10 hours scheduled over no more than 11 consecutive hours.”.

3.05.2 Sections 3.06 and 3.10, subparagraph (2) of section 4.01, section 4.02, the first paragraph of section 4.04 and section 4.05 shall not apply to employees mentioned in section 3.05.1.”.

3. The following paragraph is added to section 3.09:

“However, in the case of the employee mentioned in section 3.05.1, called to work at the request of his employer or during the standard workday works less than 3 consecutive hours, such employee shall be entitled, except in case of a fortuitous event, to a compensation equal to 3 hours at his regular hourly wage, increased, if applicable, due to the application of section 4.00.”.

4. The following is substituted for section 11.01:

“**11.01.** The Decree remains in force until 23 June 1998.”.

5. This Decree comes into force on the date of its publication in the *Gazette officielle du Québec*.

1663

Draft Regulation

Health Insurance Act
(R.S.Q., c. A-29)

Devices that compensate for a physical deficiency — Amendments

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), that the Regulation to amend the Regulation respecting devices that compensate for a physical deficiency and are insured under the Health Insurance Act, the text of which appears below, may be made by the Government at the expiry of 45 days following this publication.

The purpose of the Draft Regulation is to amend the Regulation cited above in order to incorporate measures resulting from the transfer to the program for devices that compensate for a physical deficiency, administered by the Régie de l'assurance-maladie du Québec, of some of the technical aids that were available under the material aids program administered by the Office des personnes handicapées du Québec and the special needs program administered by the Ministère de la Sécurité du revenu.

The measures pertain specifically to the allocation of canes, crutches and walkers as devices and not merely as supplements for an orthosis or prosthesis. They also provide for a broadening of the criteria for the allocation of powered wheel chairs, which will henceforth be made available, on given conditions, to certain persons suffering from severe cardiovascular or cardiorespiratory problems associated with their physical deficiency; it is also provided that manual wheel chairs will be allocated to persons suffering from a degenerative deficiency and already having a powered wheel chair in their possession, where the use of a manual wheel chair is required to maintain the person's physical abilities. These two measures involve the allocation of wheel chairs that have been returned to an institution. The measures also provide for payment of the cost of installing a respirator or a compressor which is already paid for under a program of the Ministère de la Santé et des Services sociaux.

Study of this matter has revealed an impact on beneficiaries, particularly with respect to their responsibility for a device in the event of damage and their obligation to return devices no longer in use. The Board will no longer assume the cost of preventive maintenance of powered wheel chairs. The criteria for the allocation of wheel chairs will be broadened for persons suffering from certain diseases, while incentives will be introduced to encourage institutions to recover certain devices.

There will be an impact on the suppliers of crutches and walkers for which prices have been reduced.

Further information concerning the Draft Regulation may be obtained, during the 45-day period, by contacting Jean-L. Lefebvre, advocate, Régie de l'assurance-maladie du Québec, 1125, chemin Saint-Louis, Sillery (Québec), G1S 1E7; tel. (418) 682-5172, fax (418) 643-7312.

Any interested person having comments to make on this matter is asked to send them in writing, before the expiry of the 45-day period, to the Minister of Health and Social Services, 1075, chemin Sainte-Foy, 15^e étage, Québec (Québec), G1S 2M1.

JEAN ROCHON,
Minister of Health and Social Services

Regulation to amend the Regulation respecting devices which compensate for a physical deficiency and are insured under the Health Insurance Act

Health Insurance Act
(R.S.Q., c. A-29, s. 3, 5th par., and s. 69, 1st par.,
subpar. *h*)

1. The Regulation respecting devices which compensate for a physical deficiency and are insured under the Health Insurance Act, made by Order in Council 612-94 dated 27 April 1994 and amended by the Regulations made by Orders in Council 961-94 dated 22 June 1994, 829-95 dated 14 June 1995, 1495-95 dated 15 November 1995 and 1636-96 dated 18 December 1996, is further amended by adding the following at the end of section 2:

“There are two types of orthopedic devices: ambulation aids and standing aids.”.

2. Section 9 is amended by adding the following after subparagraph 5 of the second paragraph:

“(6) 10 years for a cane, crutch or walker.”.

3. Section 11 is amended,

(1) in the French version, by substituting the word “ne” for the word “seules” in the first paragraph;

(2) in the French version, by inserting the word “que” after the word “réparation” in the first paragraph; and

(3) in the English version, by adding the words “and in a non-negligent manner” at the end of the first paragraph.

4. The following is substituted for section 12:

“**12.** Notwithstanding section 10, fittings and repairs of a device, component or adjustment are insured only where the evaluation of the cost of any or all of such services to be provided at a given time for the device, component or adjustment does not exceed 80 % of the price of purchase or previous replacement of the device, component or adjustment, as the case may be.

Where such is not the case, only the replacement of the device is insured in accordance with the provisions of this Title.

Notwithstanding the second paragraph, the replacement is insured only if the device, component, adjust-

ment or supplement has been used solely for the purposes for which it was designed and intended.

Notwithstanding the second paragraph, for a 2-year period from the event of damage or irreparable breakage, the replacement of a device, component, adjustment or supplement is not insured if the only reason for the replacement is that the device, component, adjustment or supplement was used negligently or was lost, stolen or destroyed. That 2-year period ceases to run when the minimum duration period of the device ends and shall not be extended beyond the end of that period.

If, before the end of either of those periods, the beneficiary, at his own expense and in accordance with this Title, replaces a broken or damaged device, component, adjustment or supplement with an insured device, component, adjustment or supplement, fittings and repairs of the new device, component, adjustment or supplement are insured, subject to the relevant provisions of this Title.”.

5. Section 13 is amended by substituting the following for the first paragraph:

“Any device appearing on the list in Division II of Part II of Chapter V that is no longer used by a beneficiary owing to his death or that has been replaced owing to a change in his physical condition shall be returned to an institution that has signed with the Board an agreement authorized by the Government under section 23 of the Act respecting the Régie de l'assurance-maladie du Québec.”.

6. The following is inserted after section 15:

“**15.1** An ambulation aid is insured only where it is furnished to a beneficiary on the written prescription of a physician referred to in this Title, where the contents of the prescription meet the requirements of section 28, and where the beneficiary must use such aid on a daily basis for at least 12 months.

Notwithstanding any provision to the contrary, an ambulation aid is insured only in the case of a beneficiary whose inability to move about cannot be compensated for, where a cane is to be furnished to him, by another cane appearing on a list in this Title or, where a crutch is to be furnished to him, by a cane or another crutch appearing in a list in this Title or, where a walker is to be furnished to him, by a cane, a crutch or another walker appearing on a list in this Title.”.

7. Section 22 is amended by adding the following paragraph after the first paragraph:

“In respect of canes and crutches, the Board assumes, per 12-month period, the cost of replacement of not more than 1 set of ice grips and safety tips, and not more than 2 pairs of axillary pads, if any.”.

8. Section 24 is amended

(1) by deleting the word “, adjustment” after the word “repair” at the beginning of the first paragraph; and

(2) by substituting the words “paragraphs 1 and 2” for the words “paragraph 1” at the end of subparagraph 3 of the first paragraph.

9. Section 26 is amended by deleting the words “or cosmetic” at the end of the third paragraph.

10. Section 28 is amended by adding the following paragraph at the end:

“Furthermore, for the purposes of section 15.1, the written medical prescription shall also certify the need for the beneficiary to use an ambulation aid on a daily basis for a medically required duration that must be stated in the prescription.”.

11. Section 30 is amended

(1) by substituting the words “on the following additional conditions” for the words “provided that the following additional conditions are met” at the end of the first paragraph; and

(2) by inserting the following after subparagraph 2 of the first paragraph:

“(3) in respect of an ambulation aid, whether it is furnished to a beneficiary in Québec by the institution or the laboratory, its technical specifications have been set forth in writing by a physiotherapist in a centre operated by an institution referred to in subparagraph 1 of the first paragraph of section 27 and that person has also certified that the beneficiary’s medical record contains a written medical prescription meeting the requirements of the first and third paragraphs of section 28, that the beneficiary has undergone a rehabilitation process notwithstanding which the aid is required to ensure the beneficiary’s ability to move about; to that end, the physiotherapist must have met with the beneficiary.”.

12. Section 38 is amended by adding the words “or to allocate the device without such component” at the end of the third paragraph.

13. Section 39 is amended by adding the words “or on an exclusive list of components” at the end.

14. Section 42 is amended by adding the following at the end of subparagraph 2 of the first paragraph:

“and, in the latter case, where one of those persons also certifies that the device cannot be adjusted to the beneficiary’s growth”.

15. The following is substituted for section 43:

“**43.** Fitting, adaptation and repair services for an insured device, component or supplement are insured.

Notwithstanding the foregoing, fitting or repair services for a wheel chair or a component referred to in section 38 are insured services only for a beneficiary referred to in section 51 or 53, as the case may be.

Furthermore, adaptation services for a device are insured services only where the device is a powered wheel chair and such service is furnished to a beneficiary referred to in section 53.

In addition, fitting and repair services for a device, component or supplement no longer appearing on a list in this Title but for which the Board previously assumed the purchase or replacement cost are also insured services, but only in respect of a beneficiary who is still referred to in section 51 or 53, as the case may be, at the time the fitting or repair service is furnished.”.

16. Section 44 is amended,

(1) in the French version, by deleting the word “que” in the first paragraph and by inserting that word after the word “réparation”;

(2) in the English version, by adding the words “and in a non-negligent manner” at the end of the first paragraph; and

(3) in the French version, by deleting the word “que” in the first line of the second paragraph and by inserting that word after the word “nécessaires”.

17. Section 45 is amended by substituting the following for the first paragraph:

“**45.** Notwithstanding section 43, fitting and repair services for a device or component and the replacement of a component are insured only where the evaluation of the cost at a given time of any or all of such services does not exceed 80 % of the price of purchase or previous replacement of the device.”.

18. Section 46 is amended by substituting the words “cost of that part” for the words “component’s cost” in the first paragraph.

19. The following is substituted for section 47:

“47. Notwithstanding the second paragraph of sections 45 and 46, respectively, and subparagraph 3 of the first paragraph of section 42, the replacement of a device or component and the replacement of a supplement is insured only if it has been used for the purposes for which it was designed and intended.

Notwithstanding the second paragraph of sections 45 and 46, respectively, and subparagraph 3 of the first paragraph of section 42, for a 2-year period from the event of damage or irreparable breakage, the replacement of a device, component or supplement is not insured if the only reason for the replacement is that the device, component or supplement was used negligently or was lost, stolen or destroyed.

That 2-year period ceases to run when the minimum duration period of the device ends and shall not be extended beyond the end of that period.

If, before the end of either of those periods, the beneficiary, at his own expense and in accordance with this Title, replaces a broken or damaged device, component or supplement with an insured device, component or supplement, fittings and repairs of the new device, component or supplement are insured, subject to the relevant provisions of this Title.”

20. Section 48 is revoked.

21. Section 50 is amended

(1) by substituting the following for the first paragraph:

“Only one device is insured for each beneficiary; fitting services and repair services are also insured for that one device.”;

(2) by substituting the words “where the device is required for specific activities pertaining essentially to recognized studies or to professional activities” for the words “for the purposes of recognized studies or professional activities” at the end of the second paragraph; and

(3) by substituting the words “admitted to” for the words “registered in” in the third paragraph.

22. Section 51 is amended

(1) by adding the following after subparagraph 6 of the first paragraph:

“(7) to a beneficiary with a degenerative deficiency of the musculoskeletal system, who already has a device allocated under section 53 and who requires a manual wheel chair or a lightweight manual wheel chair to maintain his residual abilities, which are nonetheless such that he can use such wheel chair independently.”;

(2) by inserting the following after the first paragraph:

“For a beneficiary referred to in subparagraph 7 of the first paragraph, and notwithstanding section 38 and the first paragraph, only a manual wheel chair or a lightweight manual wheel chair having been returned to an institution in accordance with the second paragraph of section 57 is insured.

Notwithstanding section 38 and the first paragraph, where such beneficiary already owns a manual wheel chair or a lightweight manual wheel chair for which the Board has already assumed the purchase or replacement cost, that wheel chair is insured without having been returned to an institution.”; and

(3) by adding the following at the end:

“In addition, where a beneficiary referred to in subparagraph 7 of the first paragraph agrees to have the Board assume responsibility for a manual wheel chair or a lightweight manual wheel chair belonging to him on (*enter the date of coming into force of the Regulation respecting devices which compensate for a physical deficiency and are insured under the Health Insurance Act*) but for which the Board has not assumed the purchase or replacement cost, fitting and repair services for such wheel chair and its components or supplements are insured.

The Board shall assume responsibility only for a wheel chair that is similar to a wheel chair appearing on a list in Subdivision I or II of Division I of Part I of Chapter V, that complies with the requirements of section 41 and that meets the requirements of the first paragraph of section 45 or the first paragraph of section 46, as the case may be.”.

23. Section 53 is amended

(1) by adding the following after subparagraph 2 of the first paragraph:

“(3) to a beneficiary who has been suffering for more than 6 months from a severe cardiovascular or cardio-

respiratory insufficiency associated with a physical deficiency within the meaning of this Title, who already has a device allocated under section 51, who is still able to use a powered wheel chair and who requires such wheel chair because, by reason of that insufficiency and that deficiency, and notwithstanding optimal medical treatment, he is now unable to operate a manual wheel chair or a lightweight manual wheel chair independently.”;

(2) by inserting the following after the first paragraph:

“For a beneficiary referred to in subparagraph 3 of the first paragraph, and notwithstanding section 38 and the first paragraph, only a powered wheel chair having been returned to an institution in accordance with the second paragraph of section 57 is insured.”;

(3) by substituting the following for the second paragraph:

“Only fitting and repair services for a powered wheel chair and its components or supplements furnished in the same cases are insured.”; and

(4) by adding the following at the end:

“In addition, where a beneficiary referred to in subparagraph 3 of the first paragraph agrees to have the Board assume responsibility for a powered wheel chair belonging to him on (*enter the date of coming into force of the Regulation respecting devices which compensate for a physical deficiency and are insured under the Health Insurance Act*) but for which the Board has not assumed the purchase or replacement cost, fitting and repair services for such wheel chair and its components or supplements are insured.

The Board shall assume responsibility only for a wheel chair that is similar to a wheel chair appearing on a list in Subdivision III of Division I of Part I of Chapter V, that complies with the requirements of section 41 and that meets the requirements of the first paragraph of section 45 or the first paragraph of section 46, as the case may be.

For the purposes of subparagraph 3 of the first paragraph, a severe cardiorespiratory insufficiency is that in Group B of the respiratory impairment classification used by the Régie des rentes du Québec, as measured when the beneficiary is under optimal treatment and the insufficiency has been present for more than 6 months.

Furthermore, for the purposes of subparagraph 3 of the first paragraph, a severe cardiovascular insufficiency

is that in Class III of the functional cardiovascular impairment classification used by the New York Heart Association, as measured when the beneficiary is under optimal treatment and the insufficiency has been present for more than 6 months.”.

24. Section 55 is amended by substituting the following for the first paragraph:

“55. Notwithstanding section 38, a device appearing on a list in Division II or III of Part I of Chapter V, or any of its components or supplements, is insured only if the device is furnished to a beneficiary who requires a personalized technical posture assist.”.

25. Section 56 is amended by substituting the following for the first paragraph:

“56. Notwithstanding section 38, a posture assist appearing on a list in this Title is insured only if it is furnished to a beneficiary who is referred to in section 51 or 53 and who owns an insured wheel chair or to whom a non-insured wheel chair is furnished by an institution referred to in section 52 and in which the beneficiary resides.”.

26. Section 57 is amended

(1) by adding the following at the end of the first paragraph:

“or subparagraph 7 of the first paragraph of section 51”;

and

(2) by substituting the following for the second paragraph:

“Furthermore, a device that is no longer used by a beneficiary owing to his death or a change in his physical condition shall be returned to an institution that has signed with the Board an agreement authorized by the Government under section 23 of the Act respecting the Régie de l’assurance-maladie du Québec.”.

27. Section 58 is amended by deleting the words “preventive adjustment,” and by substituting the word “a” for the words “for the preventive adjustment, if any,”.

28. Section 63 is amended by inserting the word “, adaptation” after the word “repair” at the beginning of the first paragraph.

29. Section 64 is amended by substituting the words “a posture assist” for the words “an insured device” in the first paragraph.

30. The following is substituted for section 65:

“**65.** Where a beneficiary dies before taking final receipt of a wheel chair or a “Buggy Major”-type stroller, the total cost assumed by the Board for the device is as follows:

- (1) a lump sum of \$255 for a powered wheel chair;
- (2) a lump sum of \$147 for a manual wheel chair or a lightweight manual wheel chair;
- (3) a lump sum of \$27 for a “Buggy Major”-type stroller.”

31. Section 66 is amended by adding the following after the second paragraph:

“Where a wheel chair having already been returned to an institution in accordance with section 57 is again furnished to a beneficiary, the total cost assumed by the Board for all such services is \$364 in the case of a powered wheel chair and \$217 in the case of a wheel chair other than a powered wheel chair.

Where a device must be adjusted to the growth of a beneficiary less than 19 years old, the total cost assumed by the Board for all the services referred to in the first paragraph is a lump sum of \$66.”

32. Section 68 is amended

(1) by deleting the words “preventive adjustment,” at the beginning of the first paragraph;

(2) by adding the following at the end of the second paragraph:

“(3) a physician specializing in cardiology or pneumology, in respect of a beneficiary referred to in subparagraph 3 of the first paragraph of section 53.”

33. Section 69 is amended by deleting the words “preventive adjustment,” at the beginning.

34. Section 70 is amended by adding the following at the end:

“Furthermore, for the purposes of subparagraph 7 of the first paragraph of section 51, the written medical prescription shall also confirm that the beneficiary has a degenerative deficiency of the musculoskeletal system, that his residual abilities are such that he can still independently use the manual wheel chair that may be allocated to him and that such wheel chair is required to maintain those residual abilities.

For the purposes of subparagraph 3 of the first paragraph of section 53, the written medical prescription shall also confirm that the beneficiary has a severe insufficiency defined in the fifth or sixth paragraph of section 53, as measured in the circumstances provided for in that section, and shall confirm that the insufficiency is associated with a physical deficiency within the meaning of this Title, that the beneficiary is able to use a powered wheel chair independently and that, owing to the confirmed insufficiency associated with the physical deficiency, and notwithstanding optimal medical treatment, he is unable to use a manual wheel chair or a lightweight manual wheel chair independently.”

35. Section 72 is amended by substituting the words “on the condition that” for the word “if” in the seventh line.

36. The following is inserted after section 75:

“**75.1** The Board assumes the cost of adapting a powered wheel chair, where the objective is to install a ventilator or a compressor, only on the condition that proof of the allocation of the ventilator or compressor, as the case may be, issued by the regional board of health and social services in the beneficiary’s region, is submitted by the hospital centre or the rehabilitation centre operated by the institution having signed with the Board an agreement authorized by the Government under section 23 of the Act respecting the Régie de l’assurance-maladie du Québec.”

37. Section 76 is amended by inserting the word “, component” after the word “device”.

38. The Regulation is amended, in Divisions I and IV of Parts I and II of Chapter V of Title One,

(1) by substituting, in the French version, the words “Béquilles avec appui axillaire” for every instance of the word “Béquilles” and, in the English version, by substituting the words “Forearm crutches” for every instance of the words “Canadian crutches”; and

(2) by substituting the price “\$25” for every instance of the price “\$40” opposite “Crutches” and by substituting the price “\$95” for every instance of the price “\$117” opposite “Canadian crutches” under the headings “Purchase price or replacement price of device” and “Replacement of component or supplement”, respectively.

39. Schedule I attached hereto is substituted for Division VII of Part I of Chapter V of Title One of the Regulation.

40. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

“Schedule I

DIVISION VII

OTHER ORTHOPEDIC DEVICES

§1. Ambulation aids

	Price
DEVICE	
Quad cane	\$50.00
BASIC COMPONENT(S) AND SUPPLEMENT(S)	
Tip	\$2.00
DURATION OF GUARANTEE:	
12 months	
COMPONENT(S) AND SUPPLEMENT(S) AVAILABLE	
None	
	Price
DEVICE	
Crutches	\$25.00
BASIC COMPONENT(S) AND SUPPLEMENT(S)	
Tips (2)	\$3.00
Axillary pads (2)	\$3.00
DURATION OF GUARANTEE:	
12 months	
COMPONENT(S) AND SUPPLEMENT(S) AVAILABLE	
Ice grips (2)	\$10.00
Crutch for arm support	\$60.00

	Price
DEVICE	
Forearm crutches	\$95.00
BASIC COMPONENT(S) AND SUPPLEMENT(S)	
Tips (2)	\$3.00
DURATION OF GUARANTEE:	
12 months	
COMPONENT(S) AND SUPPLEMENT(S) AVAILABLE	
Ice grips (2)	\$10.00
	Price
DEVICE	
Leather forearm cuff wooden crutches	\$60.00
BASIC COMPONENT(S) AND SUPPLEMENT(S)	
Tips (2)	\$3.00
DURATION OF GUARANTEE:	
12 months	
COMPONENT(S) AND SUPPLEMENT(S) AVAILABLE	
Ice grips (2)	\$10.00
	Price
DEVICE	
Adjustable walker	\$60.00
BASIC COMPONENT(S) AND SUPPLEMENT(S)	
Tips (4)	\$5.00
DURATION OF GUARANTEE:	
12 months	
COMPONENT(S) AND SUPPLEMENT(S) AVAILABLE	
Crutch for arm support	\$100.00
Wheels (2)	\$58.00

	Price
DEVICE	
Reciprocal folding walker	\$105.00
BASIC COMPONENT(S) AND SUPPLEMENT(S)	
Tips (4)	\$7.00
DURATION OF GUARANTEE:	
12 months	
COMPONENT(S) AND SUPPLEMENT(S) AVAILABLE	
Crutch for arm support	\$100.00
Wheels (2)	\$58.00

	Price
DEVICE	
Pediatric walker with wheels	\$200.00
DURATION OF GUARANTEE:	
12 months	
COMPONENT(S) AND SUPPLEMENT(S) AVAILABLE	
None	
<i>\$2. Standing aids</i>	

	Price
DEVICE	
Parapodium, child (Variety Village System)	\$1 399.00
BASIC COMPONENT(S) AND SUPPLEMENT(S)	
Prefabricated parapodium orthosis	
DURATION OF GUARANTEE:	
3 months	
COMPONENT(S) AND SUPPLEMENT(S) AVAILABLE	
None	
ADJUSTMENT(S) AVAILABLE	
Any pertinent adjustment	

	Price
DEVICE	
Parapodium, adult (Variety Village System)	\$2 361.00
BASIC COMPONENT(S) AND SUPPLEMENT(S)	
Prefabricated parapodium orthosis	
DURATION OF GUARANTEE:	
3 months	
COMPONENT(S) AND SUPPLEMENT(S) AVAILABLE	
None	
ADJUSTMENT(S) AVAILABLE	
Any pertinent adjustment	

	Price
DEVICE	
Orthopodium	\$578.00
BASIC COMPONENT(S) AND SUPPLEMENT(S)	
Prefabricated orthopodium orthosis	
DURATION OF GUARANTEE:	
3 months	
COMPONENT(S) AND SUPPLEMENT(S) AVAILABLE	
None	
ADJUSTMENT(S) AVAILABLE FOR THIS DEVICE	
Any pertinent adjustment".	

1652