

# Lifetime

S U P P O R T

## Lifetime Support Scheme Rules

The Lifetime Support Scheme Rules are the LSS Rules made under section 56 of the *Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013*.

LSS RULES 2018



Government of  
South Australia

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## PART 1 – Preliminary

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### 1. Background

- 1.1 The Lifetime Support Authority of South Australia (the LSA) is a statutory authority established under the *Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013* (the Act). The LSA is responsible for the administration of the Lifetime Support Scheme (the Scheme).
- 1.2 The Scheme provides treatment, care and support for participants (adults and children) who have sustained a serious spinal cord injury, brain injury, amputations, burns or blindness (eligible injury) resulting from a motor vehicle accident in South Australia, that occurs on or after 1 July 2014, or for persons accepted under section 6 of the Act.
- 1.3 The Lifetime Support Scheme Rules (the Rules) are to be read as a whole and in conjunction with the Act.
- 1.4 Throughout these Rules, any reference to treatment, care and support benefits is a reference only to treatment, care and support benefits that:
  - 1.4.1 are necessary and reasonable in the circumstances; and
  - 1.4.2 relate to the motor vehicle injury, as defined by these Rules.
- 1.5 A person is eligible to participate in the Scheme if their motor vehicle injury occurred in South Australia and satisfies the eligibility criteria in Part 2 of these Rules and Part 3 of the Act.
- 1.6 Words and expressions used, but not defined in these Rules, have the same meanings as in the Act.
- 1.7 The LSA may, as it thinks appropriate, waive compliance with a Rule (or a part of a Rule).

### 2. Scheme principles

- 2.1 As far as is practicable, the Rules are to be interpreted in a manner that is consistent with the following principles:
  - 2.1.1 For the benefit of all South Australians, the LSA is committed to achieving and delivering a financially responsible and sustainable Scheme, so it can continue to support people over the course of their lives and be available to people who are not yet injured, but may be injured in the future.
  - 2.1.2 The LSA provides necessary and reasonable treatment, care and support through a person-centred approach, enabling participants and their families to choose and control evidence-based support and service arrangements that enhance quality of life and provide opportunities to participate and contribute to social and economic life.

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- 2.1.3 The LSA works to respect the individuality and diversity of participants.
- 2.1.4 In the case of participants who are children, the LSA works to respect the centrality of the family to children’s lives and well-being.
- 2.1.5 The LSA acknowledges:
- “Recognising the importance for persons with disabilities of their individual autonomy and independence, including the freedom to make their own choices.”*
- “Considering that persons with disabilities should have the opportunity to be actively involved in decision-making processes about policies and programmes, including those directly concerning them”<sup>1</sup>.*
- 2.1.6 The delivery of effective treatment, care and support services involves communication and collaboration between the participant, their family, service providers and the LSA.

### 3. Definitions

3.1 In the Rules, these words and phrases have the following meanings:

**Act** means the *Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013*. A reference in these Rules to a section “X” is a reference to a section of the *Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013*.

**AHPRA** is the Australian Health Practitioner Regulation Agency.

**AMA** is the Australian Medical Association.

**Applicant** is a person applying, or on behalf of whom an application was made, to be part of the Scheme.

**Application Form** means the form developed by the LSA to enable application to the Scheme and made available on its website.

**Appropriately qualified** for the purposes of these Rules, any reference to “appropriately qualified” is an assessment of the LSA with respect to the specialist skills that a person has in assessing, prescribing or recommending.

**ASIA Impairment Scale score** refers to the published scale of the American Spinal Injury Association: International Standards for Neurological Classification of Spinal Cord Injury, revised 2011, Atlanta, GA.

**Assessed care needs** means the LSA’s assessment of the participant’s treatment, care and support needs which relate to the motor vehicle injury and are necessary and reasonable in the circumstances, as defined in section 4(1) of the Act.

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1. United Nations General Assembly, *Convention on the Rights of Persons with Disabilities*, 13 December 2006, A/RES/61/106, Annex I



**Assessor** means a person appointed or engaged as an assessor under section 30(4) of the Act for the purposes of Part 3 of the Act.

**Attendant care worker** means an employee of, or person engaged by an approved provider of attendant care services to perform services or assist the participant, such as (but not limited to):

- personal care (assistance to move around and take care of basic personal needs such as bathing, dressing, eating, toileting, grooming, fitting and use of aids and appliances, hearing and communication devices); or
- therapy support to implement a therapy program under the guidance and supervision of a health professional.

**Certificate** means a certificate issued:

- for original assessment under section 30(3) of the Act; or
- for reassessment after review, under section 38(5) of the Act.

**DES** means Domiciliary Equipment Services.

**Discharge Plan** is the plan that usually documents a participant's assessed treatment, care and support needs required post-discharge from an inpatient facility. It is prepared by the LSA, in consultation with the participant and their treating team. The Discharge Plan represents the certification of treatment, care and support needs as required under section 30 of the Act.

**Dispute** means a dispute about a non-medical matter or any aspect of a non-medical matter under Part 5 Division 1 of the Act or a dispute about eligibility under Part 5 Division 2 of the Act.

**Domestic services** include a variety of household services such as cleaning, cooking, laundry, and ironing.

**Eligible injury** means the injury assessed as eligible under Part 2 of the Rules.

**Expenses** means expenses incurred for the purposes of the Scheme by or on behalf of the participant while a participant in the Scheme.

**Family** includes a key person who is identified by a participant to be a member of the participant's family or an integral part of the participant's close personal support network. Family also includes parents and/or the legal guardian of a participant. Where used in these Rules, parent, guardian, legal guardian will imply 'family'.

**Functional Independence Measure™ – FIM™** is a tool used to assess a person's function. Where referred to in these Rules the version used is published on the LSA's website.

**The FIM™ assessment** is an assessment of a person's function conducted by an assessor approved by the LSA who has been trained in FIM™ and is credentialed through the Australasian Rehabilitation Outcomes Centre.

**Glasgow Coma Score (GCS)** is a neurological scale that aims to deliver a reliable, objective way of recording the conscious state of a person for initial, as well as subsequent assessment.

**Greenwood Burns Scale** is the assessment for burns designed by Professor John Greenwood, and published on the LSA's website.

**Home** is a domestic structure, which is a participant's principal place of residence, for example, a house or a unit.

**Home modification** is a modification to the structure, layout or fittings of a home where the motor vehicle injury restricts or prevents the ability to utilise the home's standard fittings or facilities.

**International Standards to document remaining Autonomic Function after Spinal Cord Injury (ISAFSCI)** is the standard published by the American Spinal Injury Association and International Spinal Cord Society documenting the remaining autonomic functions following spinal cord injury.

**International Standards for Neurological Classification of Spinal Cord Injury (ISNCSCI)** is the sensory and motor examination used to determine the neurological level of the injury and whether the injury is complete or incomplete. The completeness of the injury is graded according to the ASIA Impairment Scale Score A to E.

**MBS** is the Medicare Benefits Schedule.

**Motor vehicle injury** means any injury caused by or arising from the motor vehicle accident that caused the eligible injury, and includes the eligible injury.

**Motor vehicle modification** is any modification to the structure or fittings of a vehicle where the motor vehicle injury restricts or prevents the use of the motor vehicle without modification.

**MyPlan** is the plan that documents the participant's assessed treatment, care and support needs and is prepared by the participant and the LSA. The MyPlan represents the certification of treatment, care and support needs as required under section 30 of the Act.

**Prosthesis** is an artificial substitute for a missing body part, such as a leg, used for functional or cosmetic reasons, or both.

**Review** means a review of a:

- dispute about non-medical matters (sections 33-34 of the Act) or eligibility (section 36); or
- determination of treatment, care and support needs (section 38).

**Rehabilitation** includes placement in employment and all forms of social rehabilitation such as family counselling, leisure counselling and training for independent living.

**Rental property** is a home lived in by a participant whereby rent is paid to a private owner, Government or Public Authority or a Community Housing Association.

**Return to Work Corporation of South Australia (RTWSA)** is a statutory authority established pursuant to the *Return to Work Act 2014* to administer the South Australian Return to Work Scheme.

**Schedule of Fees for Approved Attendant Care Providers** is the list of fees published in the Government Gazette and published on the LSA’s website.

**Scheme** refers to the Lifetime Support Scheme.

**Snellen Scale** is used by eye care professionals to measure visual acuity.

**Support services** are those services that complement rehabilitation services and focus on interventions that engage natural and community supports.

*For example, this might include assistance in learning to use public transport, accessing community facilities or engaging with informal networks.*

**Treatment, care and support needs** - for the purposes of these Rules and the Act, any reference to “treatment, care and support needs” and “treatment, care and support services” are references to such needs and services that are (section 27(2)):

- necessary and reasonable in the circumstances; and
- relate to the injury or injuries that have been determined to be eligible under Part 2 of these Rules.

**WeeFIM®** is the paediatric version of the FIM™. It is a similar tool to the FIM™ though it differs in its scoring processes taking into account the child’s developmental stages. The WeeFIM® has norms and a different scoring system to the adult FIM™.

**WeeFIM® assessment** is an assessment of a child’s function conducted by an assessor approved by the LSA who has been trained in WeeFIM™ and is credentialed through the Australasian Rehabilitation Outcomes Centre.

**WeeFIM® Age Norm** any reference to the age norm of any item on the WeeFIM® is a reference to the normative data published in the WeeFIM® Version 6.0 issued by Uniform Data System for Medical Rehabilitation.

**Westmead PTA Scale** measures the period of post-traumatic amnesia and is used in South Australian health services and is available on the LSA’s website.

**Workplace modifications** are modifications to fittings of a workplace beyond the requirements of the *Disability Discrimination Act 1992* (Cth).

## 4. Use of ‘motor vehicle’ in the rules

4.1 Pursuant to section 3(2) of the Act (but without derogating from the operation of section 5(2) of the Act), and subject to 4.2 below, a reference in the Act and these Rules to a motor vehicle is a reference to:

- 4.1.1 a motor vehicle that is subject to a policy of insurance under Part 4 of the *Motor Vehicles Act 1959*; or

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- 4.1.2 a motor vehicle which is required to be subject to a policy of insurance under Part 4 of the *Motor Vehicles Act 1959* and is driven on a road; or
- 4.1.3 a motor vehicle that is registered under a law of some other State or Territory which corresponds to the *Motor Vehicles Act 1959* (if the motor vehicle accident occurred in South Australia).
- 4.2 Pursuant to section 3(4) of the Act, a motor vehicle injury will only be regarded as being caused by or arising out of the use of a motor vehicle that is a tractor, agricultural machines such as quad bikes, mobile fork lifts or self-propelled lawn care machine, if:
  - 4.2.1 the relevant motor vehicle is conditionally registered under section 25 of the *Motor Vehicles Act 1959*; and
  - 4.2.2 the motor vehicle is being used on a road.

## 5. Interaction with other legislative requirements

- 5.1 Pursuant to section 27(3)(c) of the Act, the following treatment, care or support needs are excluded from the operation of section 27:
  - 5.1.1 treatment, care or support that a government department or another government agency is liable to provide, or to pay for; or
  - 5.1.2 treatment, care or support that must be provided under a requirement imposed under another Act or any regulations (including under an Act or subordinate legislation of the Commonwealth).

*For example, a requirement to provide disability access to work premises.*

## 6. Extension of time

- 6.1 The LSA reserves the right to extend or abridge any time limit in these Rules that affects a participant, an applicant, the LSA or an Assessor. The LSA may extend any of the time periods in these Rules, whether or not a request is made to extend any time limit.

## 7. Suspension of participation

- 7.1 The LSA may suspend a participant from the Scheme by notice in writing in accordance with the relevant section of the Act and these Rules.
- 7.2 Where a participant is suspended from the Scheme the LSA will not pay for any treatment, care or support provided during the period of the suspension.
- 7.3 If a suspension ceases, the participant will not be entitled to recover any costs incurred during the period of suspension.

## 8. Use of interpreters in all interactions with participants

- 8.1 Interpreters accredited by National Accreditation Authority for Translators and

Interpreters (NAATI) should be used if an interpreter is required.

8.2 If a NAATI interpreter is not available, a non-NAATI interpreter may be used at the discretion of the LSA. Any person accompanying the participant/ applicant, such as a family member, carer or support person, cannot act as an interpreter.

## 9. Sending documents to the LSA

9.1 To deliver or send documents to the LSA, the postal address is:

Lifetime Support Authority  
PO BOX 1218  
Adelaide SA 5000

9.2 It is also possible to send documents to the LSA via its email address, which is [lifetime.support@sa.gov.au](mailto:lifetime.support@sa.gov.au).

9.3 Documents sent to the LSA via its email address will be taken to be received on the same day as they were sent.

9.4 Documents sent to or from the LSA via mail will be taken to be received five days after the date they were posted.

## 10. Documentation and other supporting material

10.1 Except for the Application Form, the participant or applicant should only submit copies of documents to the LSA, not original documents.

## 11. Medical documentation

11.1 Any medical documentation:

11.2 provided to the LSA with an application, must be listed in the application; or

11.3 provided to the LSA at any other time must clearly state the participant's name and date of birth.

11.4 In the case of X-rays, Computerised Tomography (CT or CAT scans), Magnetic Resonance Imaging or other radiological or similar investigations, only the resulting report should be sent to the LSA. No original films or scans should be submitted to the LSA. These can be brought to any examination by the participant.

## 12. LSA may conduct provider audits

12.1 The LSA reserves the right to audit service providers from time to time.

## 13. Legal representation for disputes

13.1 If the participant/applicant has legal representation in respect of any dispute, the LSA will send copies of any document required to be sent to the participant/applicant to their legal representative.

## **14. Participant/applicant access to documents — disputes**

- 14.1 If a participant/applicant has applied for a determination in a dispute to a review officer, or referred a dispute/review to an expert review panel, they are entitled to:
- 14.1.1 view and receive a copy of all assessment documents held by the LSA in relation to the dispute;
  - 14.1.2 make written submissions about any aspect of the dispute or issues in dispute which will be forwarded to the review officer or expert review panel; and
  - 14.1.3 receive the written determination issued by the review officer, or the certificate issued by the expert review panel.

## **15. Corrections of obvious errors in determinations/ certificates**

- 15.1 If a party considers that an assessor, a review officer or an expert review panel has made an obvious error in a determination/certificate, that party may apply to the LSA to have the error corrected within 14 days of the date on the determination/certificate.
- 15.2 The application to have the error corrected must be made in writing, including the details of the considered obvious error and the suggested correction. An obvious error may only include an obvious clerical or typographical error in a determination/certificate.
- 15.3 The LSA will forward this request to any other party within five days of receipt, after which time that party has five days in which to make a submission to the LSA on the application to have the error corrected.
- 15.4 The assessor/review officer/expert review panel may issue a replacement determination/certificate that corrects any obvious error and that will replace the previous determination/certificate. If a replacement determination/certificate is issued, it is to be titled as a replacement determination/certificate and will supersede the previous determination/certificate.

## **16. Privacy and confidentiality/release of information**

- 16.1 When dealing with participant/applicant information, the LSA will adhere to the privacy and confidentiality obligations contained in the Department of the Premier and Cabinet Circular PC012 'Information Privacy Principles' (IPPs).
- 16.2 The LSA will make appropriate information available to service providers where consent has been obtained from the participant/applicant. When information is shared with service providers or other external agencies, those service providers and agencies will be required to adhere to obligations contained in the IPPs or other equivalent privacy principles.

## **17. Commencement date**

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17.1 In accordance with section 56(5) of the Act this updated version of the Rules will commence on the day of publishing in the South Australian Government Gazette.

## PART 2 – Eligibility for participation in the Scheme

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### 1. Background

- 1.1 For the purpose of this Part, any reference to motor vehicle is that defined in Part 1 section 4 of these Rules.

### 2. Application for participation

- 2.1 An application to become a participant in the Scheme is made by, or on behalf of the eligible person, or by the insurer or the nominal defendant. The application must demonstrate that:
- 2.1.1 the person sustained a bodily injury; and
  - 2.1.2 the injury was caused by or arose out of the use of a motor vehicle; and
  - 2.1.3 the relevant motor vehicle accident occurred in South Australia; and
  - 2.1.4 the injury meets the criteria set out in these Rules.

### 3. Injury criteria

- 3.1 Eligibility for interim and lifetime participation is limited to people injured in a motor vehicle accident who meet one or more of the following injury criteria at the time that the application is made.
- 3.2 An appropriately qualified medical specialist must certify that the eligible person meets the following injury criteria.

#### Criteria for spinal cord injury

- 3.3 The criteria for spinal cord injury (SCI) are:
- 3.3.1 Permanent neurological deficit as evidenced by an ASIA Impairment Scale score of A to D conducted as part of an assessment using ISNCSCI; and/or
  - 3.3.2 Residual significant impact on the function of the autonomic nervous system (with particular reference to resultant bladder, bowel, infertility), as evidenced by a 0 score in any of the elements assessed by an appropriately qualified medical practitioner using the ISAFSCI.
  - 3.3.3 The most recent assessment will be considered by the LSA, where there is more than one assessment.

#### Criteria for brain injury

- 3.4 The criteria for brain injury are:



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- 3.4.1 For adults and children over eight, a traumatic brain injury with:
- a. a recorded Post-Traumatic Amnesia (PTA) of seven days or more measured using the Westmead PTA Scale or a similar clinically accepted, validated scale for PTA as Gazetted by the LSA; and/or
  - b. a significant brain imaging abnormality;
- and a score of five or less on any item in the FIM™ due to the brain injury.
- 3.4.2 For children aged three to eight years, a traumatic brain injury with:
- a. a Glasgow Coma Scale (GCS) of less than nine (assessed post resuscitation or on admission to Accident and Emergency) and/or PTA of seven days or more, measured using the Westmead PTA Scale or a similar clinically accepted, validated scale for PTA; and/or
  - b. a significant brain imaging abnormality;
- and a score two less than the age norm on any item on the WeeFIM® due to the brain injury.
- 3.4.3 For children under three years of age, a medical certificate from a paediatric rehabilitation physician or specialist that states the child will probably have permanent impairment due to the brain injury resulting in a significant adverse impact on their normal development.

**Criteria for amputations**

- 3.5 The criteria for amputations are:
- 3.5.1 The injury resulting in amputation or the equivalent impairment, is of the following types:
- 3.5.1.1 Limb amputation:
- a. from the upper limb proximal to the first metacarpophalangeal joint of the thumb and the index finger; or
  - b. of the lower limb through or above the ankle.
- or
- 3.5.1.2 A brachial plexus avulsion or rupture with an impairment equivalent to an eligible upper limb amputation.

**Criteria for burns**

- 3.6 The criteria for burns (as evidenced by a burn impact of 50 points or more on the Greenwood Scale or similar clinically accepted assessment) are:
- 3.6.1 full thickness burns to at least 40 per cent of the body or in the case of children aged 16 and under, 30 per cent of the body; or

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- 3.6.2 permanent inhalation burns causing long term significant respiratory impairment; or
- 3.6.3 full thickness burns to the hands, face or genital area.
- 3.6.4 For Lifetime Participation the criteria in 3.6.1 must be fulfilled and
  - 3.6.4.1 if over eight years of age at the time of assessment, a score of five or less on any item in the FIM™ or WeeFIM® due to burns; or
  - 3.6.4.2 if aged from three to eight years at the time of assessment, a score two less than the age norm on any item on the WeeFIM® due to burns; or
  - 3.6.4.3 for children under three years of age, a medical certificate from a paediatric rehabilitation physician or a specialist that states the child will probably have permanent impairment due to the burns resulting in a significant adverse impact on their normal development.

**Criteria for permanent blindness**

- 3.7 The criteria for blindness are:
  - 3.7.1 Permanent legal blindness as demonstrated by:
    - a. Visual acuity on the Snellen Scale after correction by suitable lenses is less than 6/60 in both eyes; or
    - b. Field of vision is constricted to 10 degrees or less of arc around central fixation in the better eye irrespective of corrected visual acuity (equivalent to 1/100 white test object); or
    - c. A combination of visual defects resulting in the same degree of visual loss as that occurring in (a) or (b) above.

**4. Making an application**

- 4.1 An application to become a participant will be considered as soon as it is clinically apparent that the person has an eligible injury. However, applications must be made within three years from the date of the relevant motor vehicle accident (section 25(7) of the Act) using the LSA's form (as updated from time to time and published on its website).
- 4.2 In exceptional circumstances, the LSA may extend the time by two years.
- 4.3 When making an application the LSA requires the applicant to provide it with authorisation to obtain information and documents relevant to the injury, motor vehicle accident and/or motor vehicle.
- 4.4 The Application Form must be signed and all required information attached. If the form does not contain the information necessary for the LSA to make its decision about eligibility, the applicant may be requested to provide the required information.

## PART 2—Eligibility for Participation in the Scheme

- 4.5 Where the insurer/nominal defendant is the applicant, the insurer/nominal defendant shall pay for and/or provide the medical assessment reports required to determine eligibility.
- 4.6 An applicant must comply with any reasonable request by the LSA to supply specified additional information or provide authorisation for the LSA to obtain specified additional information. This could be in circumstances where the LSA cannot make a decision about eligibility without this information. This information could include, but is not limited to:
- 4.6.1 the South Australia Compulsory Third Party (CTP) Injury Claim Form (if it has been completed) or other personal injury claim forms;
  - 4.6.2 ambulance or air ambulance/retrieval records;
  - 4.6.3 hospital records;
  - 4.6.4 treating doctor's reports;
  - 4.6.5 past medical, employment or school records;
  - 4.6.6 records held by departments, agencies or instrumentalities of the Commonwealth, the State or another State, administering laws about health, police, transport, taxation or social welfare;
  - 4.6.7 records held by insurance companies including RTWSA; or
  - 4.6.8 police reports.

## 5. Timing of FIM™ or WeeFIM® assessments – initial application to Scheme

- 5.1 The FIM™ or WeeFIM® assessment must be conducted within two months (before or after) of the date of the initial completed application to the Scheme. If more than one FIM™ or WeeFIM® assessment has been conducted, then the most recent assessment must be used.
- 5.2 Prior to approving eligibility, the LSA may require that a FIM™ or WeeFIM® assessment is conducted by an appropriately qualified person.

## 6. Consideration of an application

- 6.1 The LSA may require that the consideration of an application for eligibility be deferred until such time as the injury is sufficiently stable. In such cases the LSA will inform the applicant in writing.

## 7. The LSA's determination

- 7.1 The LSA will acknowledge all applications in writing within 14 days of receipt.
- 7.2 The LSA will make its determination as soon as practicable, taking into account:

## PART 2—Eligibility for Participation in the Scheme

- 7.2.1 the information on the Application Form;
  - 7.2.2 any information attached to the Application Form;
  - 7.2.3 any additional information that the LSA may request in order to make its determination.
- 7.3 The applicant will receive the LSA's determination in writing, including reasons for the decision.
- 7.4 If the LSA rejects an application for participation in the Scheme, the LSA will provide the applicant with information about the LSA's process for resolving disputes.

## 8. Interim and lifetime participation timeframes

- 8.1 Subject to the other provisions of this Rule, a participant should not remain an interim participant for more than two years, including any period of suspension. The LSA may extend the interim participation period if it considers necessary, for example on the advice of an appropriately qualified specialist or in exceptional circumstances.
- 8.2 With the exception provided at rule 8.5, the maximum period for interim participation, including any period of suspension, is three years from the date of acceptance into the Scheme.
- 8.3 Assessment of lifetime participation for eligibility may be initiated at the request of the interim participant and will occur once the LSA becomes satisfied that the injury has stabilised.
- 8.4 The LSA may make a decision regarding lifetime participation at any time where the lifetime impact of the impairment is apparent and meets the eligibility criteria.
- 8.5 A child with a brain injury will not be assessed for lifetime participation until they are six years or older, unless the lifetime impact of the impairment is apparent and meets the eligibility criteria.

## 9. Timing of assessments – interim participant

- 9.1 At any time during the interim participation period, the LSA may require an eligibility assessment regarding whether the participant's injury meets the eligibility criteria, but at no more than six monthly intervals. The LSA will notify the participant in writing that an eligibility assessment is required for the LSA to make an eligibility decision.
- 9.2 If, as a result of the eligibility assessment, the LSA decides that the participant is no longer eligible for the scheme, then participation ceases from the date specified in the written notification from the LSA to the participant. This notification will be accompanied by information regarding eligibility disputes.
- 9.3 Where the decision of the LSA, that the interim participant is now ineligible, is disputed in accordance with section 36 of the Act, the person will be deemed to be a participant until the dispute is resolved.

## 10. Request for lifetime participation

## PART 2—Eligibility for Participation in the Scheme

10.1 Any interim participant may request that the LSA make a determination on whether they are eligible, in accordance with the relevant criteria, to become a lifetime participant in the Scheme.

10.2 The LSA will notify the eligible person and any other interested party if any additional information is required.

**11. No request for lifetime participation**

11.1 An interim participant can be transitioned to lifetime participation, if the LSA is satisfied that the person is eligible for lifetime participation in the Scheme.

11.2 If a participant does not request to become a lifetime participant at least ninety days prior to the expiration of the maximum interim participation period, the LSA will consider their lifetime participation eligibility and may require the participant to undergo a medical assessment.

11.3 If a participant refuses to engage with any process set out in this Part, the LSA may conduct the assessment based on the available information, or suspend the participant.

**12. Timing of FIM™ or WeeFIM® assessments – lifetime participation**

12.1 The FIM™ or WeeFIM® assessment must be conducted within two months (before or after) of the date of a request from a participant or when the LSA requires it, in order to transition the participant to lifetime participation. The most recent assessment will be used.

## PART 3 – Rules for disputes about eligibility for participation

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### 1. Background

- 1.1 This Part applies in relation to a dispute or proceedings under Part 5 Division 1 and 2 of the Act.
- 1.2 All dispute processes of the LSA shall apply the principles of natural justice and procedural fairness.

### 2. Lodging a dispute application

- 2.1 A dispute application must be made to the LSA in writing and can be in the form of a letter or email, or submitted via the LSA website or participant portal.
- 2.2 The dispute application must include:
  - a. the applicant's name, address and contact details;
  - b. a clear statement that the LSA's decision is disputed;
  - c. detailed reasons why the LSA's decision is disputed; and
  - d. any information or relevant reports.
- 2.3 If the applicant does not provide the above information, then the LSA may request that information is provided to the LSA before the dispute application can proceed to assessment.
- 2.4 The LSA will send a written acknowledgement of the dispute application to the sender within 14 days of receipt.
- 2.5 A copy of the dispute application will be provided to any other interested party within 14 days of receipt, after which time that party has 14 days in which to apply to become a party to the dispute and make a submission to the LSA on the application.
- 2.6 Any information provided to the LSA may be shared with any other party to the dispute.

### 3. Further information or documentation required

- 3.1 If the LSA is satisfied that further information or documentation is required in connection with the dispute application, or is likely to assist in the resolution of the dispute, the LSA may:
  - 3.1.1 request that the information be provided within a period of up to 28 days; and
  - 3.1.2 process the application without the information, but only after the stated time above has passed for the submission of the information.

## PART 3—Rules for disputes about eligibility for participation

3.2 The LSA may obtain any relevant information as required.

3.3 The LSA may contact any of the applicant's treating health practitioners or service providers to clarify the issues in dispute or to assist with obtaining information relevant to the dispute.

3.4 At any stage during the dispute, the LSA may contact any of the applicant's treating health practitioners about health or physical safety issues that the LSA considers are urgent or serious.

#### 4. Parties to a dispute

4.1 All parties to a dispute will:

4.1.1 receive a copy of the dispute application, and any other documents related to the dispute submitted to the LSA;

4.1.2 receive a copy of the LSA's decision that is being disputed, and any documents related to that decision that were submitted to the LSA, including the Application Form to the Scheme;

4.1.3 have an opportunity to make a submission or submissions in relation to the dispute; and

4.1.4 receive the written determination issued by the review officer or certificate issued by the expert review panel (as relevant depending on dispute type).

#### 5. Disputes about non-medical matters

5.1 Under section 34 of the Act, a dispute can be made in relation to a relevant determination:

5.1.1 a threshold determination under s 24 (1)(a) to (d) of the Act; or

5.1.2 a determination of the LSA that results in the suspension of the participation of a person in the Scheme.

5.2 A dispute application must be received within six months of receipt of the LSA's decision referred to in rule 5.1 and, in accordance with section 34 of the Act, will be determined by a review officer.

5.3 The LSA may reject any such request if the LSA is satisfied that the request:

5.3.1 does not establish that it relates to a dispute about threshold determination;

5.3.2 has not been made by persons specified in section 33(2) of the Act.

#### 6. Determination issued by the review officer

6.1 Under section 34 of the Act, a review officer is not bound by the rules of evidence and may adopt such procedures as the review officer thinks fit.

6.2 Review officers will provide all parties with the opportunity to make submissions in

## PART 3—Rules for disputes about eligibility for participation

person or in writing.

6.3 The review officer must produce a written determination with reasons for the decision outlined in plain English within 14 days from completion of review proceedings. The LSA will provide the parties with these reasons.

6.4 Under section 35 of the Act such a determination of a review officer may be appealed to the District Court.

## 7. Disputes about eligibility

7.1 A dispute application must be received by the LSA within six months of receipt of the LSA's written decision on eligibility.

7.2 Under section 36 of the Act disputes relating to medical considerations on eligibility may be referred to an expert review panel by the LSA, or by notice to the LSA given:

7.2.1 by or on behalf of an applicant; or

7.2.2 by an insurer; or

7.2.3 by the nominal defendant.

## 8. Expert review panel

8.1 An expert review panel, consists of between one and three medical experts appointed by the Convenor under Schedule 1 of the Act.

8.2 The expert review panel's procedures will be in accordance with Schedule 1 of the Act and the *Guidelines as to the procedures of expert review panels* issued by the Minister for Health.

8.3 The LSA will provide secretariat services to an expert review panel.

8.4 The expert review panel will give a certificate as to its determination setting out the reasons for the determination.

8.5 Further information on expert review panels is found in Schedule 1 of the Act and on the LSA website.



## PART 4 – Necessary and reasonable treatment, care and support decision making in the Scheme

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### 1. Background

1.1 This Part applies for the purposes of Part 4 of the Act.

1.2 The LSA will only pay for necessary and reasonable treatment, care and support needs that relate to the motor vehicle injury.

### 2. Treatment, care and support

2.1 The LSA will pay for the participant's necessary and reasonable treatment, care and support needs related to the motor vehicle injury, where the LSA is satisfied that:

- 2.1.1 there is clinical justification for services;
- 2.1.2 there is evidence that the service is necessary and reasonable in relation to the motor vehicle injury;
- 2.1.3 the service is likely to be effective and achieve or maintain a measurable functional improvement; and
- 2.1.4 the service promotes progress towards functional autonomy, participation in community life and the economy.

2.2 Treatment care and support services included in the bed day fee when the participant is an inpatient will not be paid for separately.

2.3 Treatment, care and support are defined in Part 1 section 4 of the Act to include:

- a. medical treatment, including pharmaceuticals;
- b. dental treatment;
- c. rehabilitation;
- d. ambulance transportation;
- e. respite care;
- f. attendant care and support services;
- g. aids and appliances;
- h. prostheses;
- i. education and vocational training;
- j. home and transport modification;

## PART 4—Necessary and reasonable treatment care and support decision making in the Scheme

- k. workplace modification;
  - l. such other kinds of treatment, care, support or services as may be prescribed by the regulations; and
  - m. such other kinds of treatment, care, support or services as may be determined by the LSA (either generally, for specified classes of cases, or for a particular person).
- 2.4 The LSA may, in exceptional cases, determine funeral services to be within the ambit of Rule 2.3 (m) above.
- 2.5 There may be items that are related to the motor vehicle injury that are necessary and reasonable in the circumstances, but are not regarded as treatment, care, support or services under the scope of the Act, regulations or these Rules. In this case, the LSA will not pay for any such services or supports, but may work with participants, service providers and other authorities to facilitate access to such services where there may need to be congruence with treatment, care, support or services funded by the LSA.

### 3. 'Necessary and reasonable' criteria

- 3.1 Treatment, care or support will be dealt with on a case by case basis and decided taking into account the 'necessary and reasonable' criteria outlined below.
- 3.2 If a specific service (incorporating treatment, care, support or items of equipment) is not the subject of a specific section in these Rules, the LSA may pay the costs of that service, if it is determined by the LSA to be necessary and reasonable in the circumstances.
- 3.3 In determining whether treatment, care and support is 'necessary and reasonable' the LSA will consider a number of factors, including the following:
- a. benefit to the participant;
  - b. appropriateness of the service;
  - c. appropriateness of the provider;
  - d. cost effectiveness; and
  - e. relationship of the services to the injuries sustained in the accident.
- 3.4 Each of these factors involves several considerations, detailed below. No one consideration is determinative or required.

#### Benefit to the participant

- 3.5 A proposed service will be considered by the LSA to be of benefit to the participant if:
- 3.5.1 it can be demonstrated that the proposed service relates to the participant's goals;

PART 4—Necessary and reasonable treatment care and support decision making in the Scheme

- 3.5.2 the outcome of the service will progress or maintain the participant’s recovery or participation;
- 3.5.3 it is a service or related service which has been provided in the past with positive results or outcomes;
- 3.5.4 the service has a specific goal or goals, and expected duration and expected outcome/s; and
- 3.5.5 any potential risk is sufficiently offset by the expected benefits from providing the service.

**Appropriateness of service**

- 3.6 The proposed service will be considered by the LSA to be appropriate for the participant if:
  - 3.6.1 it is consistent with the participant’s current medical or rehabilitation management;
  - 3.6.2 it relates to the participant’s goals in the MyPlan (if relevant);
  - 3.6.3 it is in keeping with current clinical practice, evidence-based practice and/or clinical rules;
  - 3.6.4 a similar service is not currently provided;
  - 3.6.5 there is good evidence that the requested service is effective;
  - 3.6.6 it is consistent with other services currently being offered or proposed;
  - 3.6.7 the cost is reasonable in the context of the person’s injury and severity assessment; and
  - 3.6.8 it is new or innovative, there is sufficient rationale for offering it and measures exist to quantify its outcomes.

**Appropriateness of provider**

- 3.7 The proposed service provider will be considered by the LSA to be appropriate if they are:
  - 3.7.1 qualified and appropriately experienced to provide the service;
  - 3.7.2 registered with the LSA (if applicable);
  - 3.7.3 appropriate considering the participant’s age, ethnicity and any cultural and linguistic factors;
  - 3.7.4 expected to be found acceptable by the participant; and
  - 3.7.5 readily accessible by the participant.

**Cost effectiveness**

## PART 4—Necessary and reasonable treatment care and support decision making in the Scheme

- 3.8 The proposed service will be considered by the LSA to be cost effective if:
- 3.8.1 consideration has been given to the long-term compared to the short-term benefits, taking into account evidence-based practice, clinical experience and costs;
  - 3.8.2 the cost of the proposed service is comparable to those charged by providers in the same geographical area or clinical area;
  - 3.8.3 the service is required because other services or equipment are not available or not appropriate;
  - 3.8.4 lease or rental costs of equipment or modifications have been carefully considered in comparison to purchase costs; and
  - 3.8.5 any realistic alternatives to purchasing equipment/modifications have been considered, including the impacts of technology advances and changes to participant's needs over time.

**Relationship to motor vehicle injuries**

- 3.9 The proposed services will be considered by the LSA to be related to the motor vehicle injuries if:
- 3.9.1 there is sufficient evidence to demonstrate that the service relates to the motor vehicle injuries including exacerbation of pre-existing injuries or conditions; and
  - 3.9.2 the impact of time since injury, subsequent injuries and co-morbidities have been taken into account.

**4. Treatment, care and support service funding exclusions**

- 4.1 These Rules may place limits on the provision of particular treatment, care and support services. The LSA may determine such monetary or other limits from time to time and publish any such determination in the Gazette and on its website.
- 4.2 The LSA will not pay for treatment, care and support costing more than the maximum amount for which the LSA is liable in respect of:
- 4.2.1 any claim for fees for services not provided at public hospitals, as published by the Minister in the Gazette under section 41(3) of the Act,
  - 4.2.2 services or expenses that are not treatment, care and support under the scope of the Act, in particular under section 28(1), such as gratuitous services, ordinary costs of raising a child, services not provided by an approved provider or provided in contravention of these Rules.
- 4.3 The LSA will not pay for economic loss, capital items, rent or bond for rental properties, lost wages, maintenance and income support, assistance to keep a business open, such as paying for temporary staff to do a participant's job; additional expenses incurred during inpatient or outpatient treatment or rehabilitation, such as food, laundry, newspapers and magazines.

PART 4—Necessary and reasonable treatment care and support decision making in the Scheme

4.4 The LSA will not pay for experimental or non-established treatment where the LSA is not satisfied that:

4.4.1 peer reviewed journal articles demonstrate efficacy;

4.4.2 interventions are widely supported by practitioners in the field;

4.4.3 interventions have progressed past the early stages of clinical trial; or

4.4.4 there is an MBS item number (for medical treatment, procedures and surgery).

4.5 The LSA will not provide treatment, care and support for any complications arising out of any experimental or non-established treatment that is undertaken without the LSA's approval.

## PART 5 – Treatment, care and support needs assessments

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### 1. Background

- 1.1 This Part applies for the purposes of Part 4 Division 2 of the Act.
- 1.2 It is the intention of the LSA that the process of assessing a participant's treatment, care and support needs is interactive and ongoing. This allows for the accurate assessment of and fluctuations in a participant's treatment, care and support needs, and the ability to increase or decrease services where this is necessary and reasonable.

### 2. Procedures for assessing treatment, care and support needs

- 2.1 The LSA will collaborate with a participant and service providers to assess the participant's treatment, care and support needs.
- 2.2 Necessary and reasonable treatment, care and support services will be approved if they relate to the participant's needs arising from their motor vehicle accident.
- 2.3 The LSA's process for determining services will be through discussions with:
  - 2.3.1 a participant and their family;
  - 2.3.2 health professionals working in acute care, rehabilitation, the community, hospitals and within institutions, providing services to participants;
  - 2.3.3 service providers seeking to deliver services to participants;
  - 2.3.4 LSA staff; and
  - 2.3.5 approved assessors engaged by the LSA.
- 2.4 The LSA may request further information from participants and/or service providers to enable accurate assessment of treatment, care and support needs.
- 2.5 The LSA may appoint assessors to obtain additional relevant information to assist with planning treatment, care and support.
- 2.6 Participants and/or service providers must give the LSA relevant documentation to assist with assessment and planning of treatment, care and support services. The LSA may seek further clarification and documentation from the participant and/or service provider if necessary.

### 3. LSA to require assessment

- 3.1 To assess the participant's necessary and reasonable treatment, care and support needs, the LSA may require the participant to undergo a medical examination or other assessment by a health professional or other appropriately qualified person.

## PART 5 – Treatment, Care and Support Needs Assessment

3.2 The LSA may require an assessment to determine whether the participant's treatment, care and support needs have changed at any time.

3.3 If the participant fails to comply with a requirement in section 3.1 without reasonable excuse, the participant may be suspended from the Scheme until they comply.

#### 4. Discharge plan

4.1 A participant's assessed treatment, care and support needs during and following discharge from a hospital inpatient stay will be documented in the participant's Discharge Plan.

4.2 The Discharge Plan includes the necessary and reasonable treatment, care and support related to the motor vehicle injury that the LSA will coordinate and fund to facilitate discharge and ongoing rehabilitation.

4.3 The Discharge Plan fulfils the assessment and certification of needs by the LSA under section 30 of the Act.

4.4 The Discharge Plan will remain in operation and be updated as necessary until a participant's MyPlan is approved.

4.5 The participant will be provided with their initial approved Discharge Plan (and any update on request) and information on the LSA's process for reviewing an assessment of their treatment, care and support needs.

#### 5. MyPlan

5.1 A participant's assessed treatment, care and support needs will be documented in the participant's MyPlan.

5.2 The MyPlan includes:

5.2.1 a statement specifying the participant's goals and strategies to achieve these goals, taking into account their relevant aspirations, circumstances and cultural background; and

5.2.2 the necessary and reasonable treatment, care and support related to the motor vehicle injury that the LSA will coordinate and fund to achieve these goals.

5.3 The MyPlan fulfils the assessment and certification of needs by the LSA under section 30 of the Act.

5.4 The participant will be provided with their MyPlan, in writing, from time to time, with information on the LSA's process for reviewing an assessment of their treatment, care and support needs. Participants will also be able to access their MyPlan at any time through the LSA website.

## PART 6 – Treatment and rehabilitation

### **1. Background**

- 1.1 This Part applies in relation to services under section 4(1) of the Act.
- 1.2 The LSA will pay for the necessary and reasonable cost of treatment and rehabilitation services for a participant where those services relate to the motor vehicle injury. Services should be provided by a qualified health professional.

### **2. Treatment and rehabilitation services funded by the LSA**

- 2.1 The LSA will pay for the necessary and reasonable costs of treatment and rehabilitation services for a participant where:
- 2.1.1 there is clinical justification for services;
  - 2.1.2 there is evidence that the service is necessary and reasonable in relation to the motor vehicle accident injury;
  - 2.1.3 the service is likely to be effective and achieve or maintain a measurable functional improvement; and
  - 2.1.4 the service promotes progress towards functional independence, participation and self-management.
- 2.2 The LSA will pay for the necessary and reasonable costs of counselling services for immediate family members or people who live with the participant where the need for the services relates to the participant's motor vehicle injury and will benefit the participant.

### **3. Treatment and rehabilitation funding exclusions**

- 3.1 The LSA will not pay for treatment and rehabilitation services not related to a participant's motor vehicle injury.



## PART 7 – Support, attendant care and domestic services

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### 1. Background

- 1.1 This Part applies in relation to services referred to in section 4(1) of the Act.
- 1.2 The LSA recognises that there are benefits to participants being offered services in the community. The assistance of funded support staff may enable a participant to achieve and maintain health and wellbeing, enhance quality of life and provide opportunities to participate and contribute to social and economic life, respecting the abilities and the capacity of the individual.
- 1.3 These supports can also have the effect of providing participants and their families with respite.
- 1.4 The LSA will only pay for the necessary and reasonable expenses of support, attendant care and domestic services to meet the participant's assessed treatment, care and support needs.
- 1.5 The LSA may issue guidelines regarding the appropriate level of support, attendant care and/or domestic services for different injury types and publish these on the LSA's website. Where such guidelines are published, the LSA will use these as a guide to assessing necessary and reasonable levels of service.

### 2. Support services

- 2.1 Support services are those that are necessary and reasonable to enable participation in the community including (but not limited to):
  - 2.1.1 assistance with cognitive tasks of daily living such as communication, orientation, planning and task completion;
  - 2.1.2 community access;
  - 2.1.3 selecting and planning activities;
  - 2.1.4 establishing informal networks to reduce the need for formal (paid) services when engaging in activities;
  - 2.1.5 caring for dependents; and
  - 2.1.6 attending rehabilitation or medical appointments.
- 2.2 Some support services may be appropriately delivered by assistance dogs used to reduce reliance on human caregivers and to overcome social isolation.
- 2.3 The LSA's assessment of whether support services are necessary and reasonable takes into account the participant's abilities, care needs and pre-injury participation

in the community. The participant's Discharge Plan or MyPlan will also be considered when approving services to be provided.

### 3. Attendant care services

- 3.1 Attendant care services are those that are necessary and reasonable to maintain health and wellbeing including (but not limited to):
  - 3.1.1 personal care (assistance to move around and take care of basic personal needs such as bathing, dressing, eating, toileting, grooming, fitting and use of aids and appliances, fitting and use of hearing and communication devices); and
  - 3.1.2 therapy support to implement a therapy program under the guidance and supervision of a health professional.
- 3.2 Attendant care services may be provided when the participant is on day leave or weekend leave while an inpatient in hospital or a rehabilitation facility.
- 3.3 Factors impacting upon whether attendant care services are necessary and reasonable include the degree to which attendant care:
  - 3.3.1 facilitates participation in valued roles;
  - 3.3.2 is the appropriate service for the participant's age and circumstances (when compared with alternatives to meet the participant's care needs);
  - 3.3.3 facilitates development of functional skills and roles;
  - 3.3.4 balances participant safety, dignity of risk and learning;
  - 3.3.5 reduces or eliminates the risk of harm to the participant or others; and/or
  - 3.3.6 is the least restrictive response to meet the participant's injury related needs.
- 3.4 Where a pre-existing injury or condition is exacerbated by the motor vehicle injury, the LSA will only pay for the additional services required as a result of the motor vehicle accident.
- 3.5 Attendant care services will not be provided in an unsafe environment or if the attendant care worker is placed at risk of harm.

*For example lifting a participant where this has been assessed as a manual handling risk.*

### 4. Attendant care services funding exclusions

- 4.1 The LSA does not pay for:
  - 4.1.1 services for an injury, condition or circumstance that existed before the motor vehicle accident or that are not a result of the motor vehicle accident;
  - 4.1.2 services for other members of the participant's family or household;

## PART 7 – Support, attendant care and domestic services

- 4.1.3 travel expenses for the attendant care workers except to and from approved treatment, care and support services; or
- 4.1.4 services that replace parental responsibilities, such as the supervision of a young child.

## 5. Domestic services

- 5.1 Domestic services are those that are necessary and reasonable to assist the participant with a variety of household services, including (but not limited to):
  - 5.1.1 meal preparation and associated tasks;
  - 5.1.2 cleaning, ironing and similar tasks involved in the everyday operation and maintenance of a household;
  - 5.1.3 routine home maintenance for the purposes of upkeep, that would usually have been undertaken by the participant (provided the participant is no longer able to carry out such maintenance as a result of the motor vehicle accident);
  - 5.1.4 home maintenance to ensure safe and easy access; and
  - 5.1.5 gardening where necessary to ensure safe and easy access – this will usually occur no more frequently than monthly.
- 5.2 The LSA's assessment of whether domestic services are necessary and reasonable will take into account what normal household tasks it is reasonable to expect other co-residents of the household to perform.
- 5.3 The LSA may consider paying the necessary and reasonable expenses of support or domestic services in place of some attendant care services in order to allow a domestic partner or family member to meet a care need that is related to the motor vehicle injury. This will only be considered where the arrangement does not result in any increase in the total hours of support needed.

## 6. Domestic services funding exclusions

- 6.1 The LSA will not pay to effect ordinary household repairs.

*For example, painting, fence repairs or plumbing.*

## 7. Support, attendant care and domestic services for participants who are children

- 7.1 Decisions as to the provision of support, attendant care and domestic services for a child participant will be made with reference to:
  - 7.1.1 the care needs of a typically developing child at the same age; and
  - 7.1.2 the extent to which additional care needs are a result of the accident.
- 7.2 Services provided for children do not replace the usual care and supervision provided

PART 7 – Support, attendant care and domestic services

by a parent or paid for by a parent, such as babysitters, nannies, child care costs and out of school hours care and vacation care.

7.3 The role of an attendant care worker is to provide care services to the child participant and not to provide direct care or supervision to other family members such as the participant's siblings or other children.

7.4 In the case of children, the LSA may consider paying the necessary and reasonable expenses of support or domestic services in place of attendant care services in order to allow the parent/guardian/family member to meet a care need that is related to the motor vehicle injury.

*For example, when a child participant with behavioural needs, due to cognitive impairment, requires additional supervision beyond that which would be developmentally and behaviourally appropriate given the child's age, support or domestic services may be provided in place of attendant care to allow a parent/guardian/family member to supervise the participant more closely than would be required given the child's age. Alternatively, in the same situation, child-minding for the participant's siblings may be provided in place of attendant care to allow the parent/guardian/family member to provide one-on-one supervision to the participant.*

7.5 Documentation of the support or attendant care needs of a child participant, for tasks ordinarily provided by a parent/guardian/family member as part of their parental responsibilities, must include a description of why the assessed care needs of the child participant require the assistance of a support or attendant care worker.

*For example, a ten year-old participant who was previously supervised to walk to and from school by an older sibling, now requires the assistance of an attendant care worker due to cognitive and behavioural issues from the motor vehicle injury, because there is an increased need for supervision that is beyond the capabilities of the participant's sibling.*

7.6 The presence of a support or attendant care worker to meet care needs related to the motor vehicle injury does not replace parental responsibility to supervise and provide non-injury related care to the child participant.

## **8. Support and attendant care services for participants who have caring responsibilities**

8.1 The LSA may pay the necessary and reasonable expenses for support and attendant care services for participants with caring responsibilities for the purpose of assisting the participant to perform their role as a parent or caregiver when the need for this assistance is related to the motor vehicle injury. These services will only be provided for those caring roles where the participant lived with and provided care to an immediate family member before the motor vehicle accident and who continues to live with the participant at the time of the service.

8.2 Support and attendant care services for participants who have caring responsibilities will not be considered necessary and reasonable, if a suitable alternative, age appropriate caring option is available.

8.3 The LSA's assessment will also take into account what standard caring/child care tasks it is reasonable to expect other co-residents of the household to perform.

## PART 7 – Support, attendant care and domestic services

8.4 Payment of support and attendant care service expenses aims to assist the participant's autonomy and support them in their role as a parent and/or caregiver. The role of the support or attendant care worker is to provide services to the participant. The presence of worker for care needs related to the motor vehicle injury cannot replace parental or caregiver responsibility.

*For example, an attendant care worker may assist a participant to travel with their children to and from school, but is not solely responsible for taking the children to and from school.*

8.5 The LSA may set limits on the provision of these services and will make these available on the LSA website.

## 9. Alternatives to support and attendant care service provision

9.1 The LSA will consider paying necessary and reasonable expenses of alternatives to support and attendant care services such as school holiday programs, child care and community-based groups or community access programs. This will be considered when such alternatives are age appropriate, provide suitable support and are assessed as a cost-effective alternative to meet the participant's treatment, care and support needs.

9.2 The LSA will not pay for everyday activity costs that are not related to the participant's treatment, care and support needs.

*For example, swimming, music, gymnastics, ballet, drama.*

## 10. Care training for family members

10.1 The LSA recognises that family members often want to assist participants with personal care in addition to paid care providers, and that training may be beneficial to fully understand the care required and provide the most appropriate assistance and care, particularly where equipment, medical aids or manual handling may be required.

10.2 The LSA will pay for training of immediate family members or people who live with the participant if, in the opinion of the LSA, the training will assist the participant and family to achieve greater independence and/or cohesion and it represents a cost effective option.

10.3 When deciding whether it is necessary and reasonable to pay for training in care provision to family members or people who live with the participant, the LSA will consider:

10.3.1 whether the training has been recommended by an appropriately qualified health or disability professional;

10.3.2 the preference of the participant for their care arrangements;

10.3.3 whether training has been provided before to the participant's carers;

10.3.4 the cost of training and whether it will lead to greater independence and/or cohesion for the family unit;

## PART 7 – Support, attendant care and domestic services

10.3.5 the risks associated with the proposed care provision; and/or

10.3.6 the availability of suitable training.

10.4 The LSA will not pay family members or others living with the participant to provide care services except in accordance with Part 8 of these Rules.

## **11. Support and attendant care services when the participant is away from home**

11.1 The LSA will pay the necessary and reasonable expenses of support and attendant care services for a participant when away from home.

*For example, when on holiday or away from their usual place of residence.*

This does not include nursing, support or attendant care services while the participant is in hospital or inpatient rehabilitation.

11.2 The LSA will consider paying necessary and reasonable expenses for support and attendant care services when the participant is away from home, additional to a participant's existing services in the following circumstances:

11.2.1 when continuity of support or attendant care is required, that is, when it can be demonstrated that a change would cause secondary care complications, behavioural complications, or may increase the need for care;

11.2.2 when the participant requires support and attendant care services to travel to and from their destination beyond that provided by airlines, boat, bus or rail systems; or

11.2.3 when there is an additional need for support or attendant care services or a change to service delivery when away from home because of the participant's level of function, accommodation environment, unfamiliar surroundings, unfamiliar routine or need to access additional equipment.

11.3 The LSA may require additional documentation of the care needs of the participant, in order to assess their needs for attendant care when they are away from home, in the following circumstances when:

11.3.1 additional support and attendant care hours are being requested for the duration of the participant's absence;

11.3.2 the participant will use a different support and attendant care provider from the one engaged to provide their regular attendant care; or

11.3.3 attendant care worker travel or accommodation expenses are being requested.

11.4 The LSA will pay the necessary and reasonable expenses of hire of equipment required for support and attendant care service provision, such as a hoist or shower commode, where it is not practical or reasonable to transport equipment from the participant's home to their destination.

- 11.5 The LSA will pay reasonable expenses of any additional cost for recreational equipment hire that is required as a result of the motor vehicle injury.

## **12. Support, attendant care and domestic service funding exclusions**

- 12.1 Attendant care while away from home does not include, without limitation:
- 12.1.1 expenses for recreational activities or recreational equipment, while the participant is away from home;
  - 12.1.2 expenses for the participant's entry to tourist attractions or any other participation in activities relating to a holiday;
  - 12.1.3 a participant's personal holiday expenses such as travel, meals and accommodation;
  - 12.1.4 support or attendant care worker's travel expenses to accompany a participant to and from their destination, where a participant is assessed as being able to travel without a support or attendant care worker present and with the support provided by airlines, boat, bus or rail systems;
  - 12.1.5 any participant travel expenses such as air, rail, bus or boat fares;
  - 12.1.6 costs associated with international travel such as immunisation, passports or visas for the participant;
  - 12.1.7 attendant care assistance for any tasks other than to meet an assessed care need; or
  - 12.1.8 travel insurance or any other expenses associated with changes to travel plans for the participant.



## PART 8 – Approved providers of attendant care services

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### 1. Approved providers of attendant care services

- 1.1 Attendant care services must be provided only by approved providers.
- 1.2 The LSA will advertise, from time to time, for applications from service providers who seek approval as providers for the Scheme. Service providers must meet the criteria prescribed by the LSA for appointment. The LSA may also accept applications at any time.
- 1.3 The LSA will require that an approved provider meet the registration requirements and terms of business prescribed by the LSA and made available on the LSA website.
- 1.4 A participant may choose a provider from the LSA's list of approved attendant care service providers.
- 1.5 Except for the special circumstances below, the LSA will not pay expenses of attendant care services provided by persons who are not approved providers.
- 1.6 This rule does not limit any other requirement that providers of other services be approved by the LSA.

### 2. Special circumstances

- 2.1 Special circumstances may include (but are not limited to) geographic isolation and cultural or religious reasons.
- 2.2 The LSA will consider whether any special circumstances exist on a case by case basis. It should not be assumed that an application for approval under this Part will necessarily be approved merely because it relates to a circumstance of the type referred to above.
- 2.3 In special circumstances, the LSA may approve, in writing, a suitable person as a service provider for a particular participant.
- 2.4 In such cases, the LSA will consider several factors such as (without limitation):
  - 2.4.1 their suitability to provide services to the participant;
  - 2.4.2 the circumstances said to justify approval of the relevant individual or organisation to provide services to the participant; or
  - 2.4.3 why an approved provider cannot be utilised or is not suitable.
- 2.5 Where the approval is for an individual, that person will be expected to take all reasonable steps to become employed through an LSA approved provider to support a participant.
- 2.6 Where the approval is for an organisation, that organisation will be expected to take



## PART 8—Approved providers of attendant care services

all reasonable steps to become an approved provider under the Act.

- 2.7 If granted, the LSA's written approval of an individual or organisation will set out the duration of the approval. The LSA will not pay expenses for services delivered before a provider has obtained written approval.

### 3. Fees

- 3.1 The fees for attendant care services payable by the LSA are those specified in the LSA's current Schedule of Fees for Approved Attendant Care Providers and will be published, from time to time, in the Gazette, and on the LSA website.
- 3.2 In the exceptional circumstance that the LSA approves attendant care services be delivered by other approved individuals or an attendant care service provider that is not an approved provider, payment will be made according to the rates of payment set out in the letter of approval from the LSA.
- 3.3 The LSA will not pay expenses incurred by or on behalf of a participant when attendant care services are delivered by a provider who is not approved in writing by the LSA.

## PART 9 – Equipment

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### 1. Background

- 1.1 This Part applies in relation to equipment referred to in section 4(1) of the Act.
- 1.2 The LSA will pay for equipment for participants where it is assessed as necessary and reasonable to meet a treatment, care and support need in relation to the motor vehicle injury.
- 1.3 Equipment may be provided to:
  - 1.3.1 sustain or increase autonomy;
  - 1.3.2 sustain or increase participation in community and economic life;
  - 1.3.3 improve mobility;
  - 1.3.4 facilitate communication;
  - 1.3.5 relieve pain or discomfort;
  - 1.3.6 maintain health or prevent ill-health;
  - 1.3.7 sustain or facilitate a return to vocational, educational, or leisure activities; or
  - 1.3.8 increase the safety of the participant, their family, carers or service providers.

### 2. Equipment prescription

- 2.1 Equipment prescription is the process of assessing a participant's needs, selecting, trialling, modifying, evaluating and eliminating equipment to determine the most appropriate equipment item(s). Equipment prescription is more detailed than a referral for equipment provision or the identification of need for equipment.

*For example, a medical specialist may refer or recommend a participant be assessed for a wheelchair. However, the specifications of the wheelchair would be detailed by the equipment prescriber, for example an occupational therapist working at a seating clinic.*

- 2.2 Any proposal for equipment must be developed in consultation with the LSA.
- 2.3 Any recommendations for equipment, other than those prescribed by inpatient facilities under rule 9 below, must be provided to the LSA for approval. The equipment must be prescribed by a health professional or team of professionals appropriately qualified in prescribing that category of equipment. The level of experience required to prescribe equipment is determined by the complexity of equipment and the participant's abilities and care needs.
- 2.4 The recommendation must be accompanied by the following information:
  - 2.4.1 identification of the specific model, type, costs and where relevant, maintenance

and/or servicing requirements;

- 2.4.2 written confirmation that the participant/guardian has been consulted and agrees with the provision of the proposed equipment;
- 2.4.3 an implementation plan, including any associated training requirements, to ensure appropriate and safe use by the participant or other users; and
- 2.4.4 detailed specifications and corresponding supplier quote for the prescription of customised equipment items.

### 3. Equipment requirements

- 3.1 Before equipment is prescribed, it should be assessed as more appropriate than alternative therapies, treatments or management options.
- 3.2 The LSA will pay the necessary and reasonable cost of equipment if the LSA is satisfied that:
  - 3.2.1 the participant's need for the equipment has been assessed by reference to their abilities and needs as related to the motor vehicle injury;
  - 3.2.2 the equipment has been successfully trialled, where possible, and the participant is able to safely use the equipment within the intended environment of use;
  - 3.2.3 where a cost is involved a trial of equipment, must be approved by the LSA before commenced; and
  - 3.2.4 the prescribed equipment is consistent with the participant's Discharge Plan or MyPlan.
- 3.3 Once an equipment recommendation has been approved, the LSA will order equipment from DES in the first instance or other equipment/product suppliers if equipment is unavailable from DES.

### 4. Equipment funding exclusions

- 4.1 The LSA is not responsible for the provision of equipment if, in the opinion of the LSA, the item is considered to be a general household or leisure item, for example, *a vacuum*. However, the LSA may consider the purchase where the item is required for therapeutic or disability management purposes,
- 4.2 The LSA may pay for the cost difference of any modification to the item or any additional features that are considered necessary and reasonable due to the motor vehicle injury.

*For example, extension handle for an existing vacuum.*

- 4.3 The LSA is not responsible for the provision of equipment if, in the opinion of the LSA:
  - 4.3.1 the equipment requires replacement due to neglect, abuse or misuse; or
  - 4.3.2 the piece of equipment is more expensive than an item that is required to meet

the participant's identified needs.

- 4.3.3 The provision of the item is included in a bed fee for participants who are inpatients or receiving residential care.

## 5. Participant contribution to equipment

- 5.1 Participants may be required to contribute to the cost of equipment in cases where the equipment is only partially related to the participant's motor vehicle injury, or the item requested is beyond what is necessary and reasonable in relation to the participant's motor vehicle injury.
- 5.2 Where a participant makes a financial contribution towards the purchase of the equipment, the participant may become the owner of the equipment, at the discretion of the LSA.

## 6. Ownership of LSA funded equipment

- 6.1 Equipment funded by the LSA, either directly or through an agreement, remains the property of the LSA, or the equipment hirer, unless an agreement is made with the participant regarding ownership.
- 6.2 The equipment will be made available to the participant for their sole use for as long as the participant needs the item, however, it must be returned to the LSA, or the equipment hirer, when no longer necessary.

## 7. Modifications to existing household or leisure equipment

- 7.1 The LSA will pay for the necessary and reasonable cost of upgrading or modifying equipment that was owned by a participant prior to the motor vehicle accident, to enable the participant to access the equipment.
- 7.2 In circumstances where the cost of modification of existing equipment exceeds the cost of purchase, and the equipment is necessary and reasonable, the LSA may fund the purchase of new equipment.
- 7.3 Where a modified household item or leisure equipment needs to be replaced due to normal wear and tear, the LSA will pay for the replacement of any injury-specific modifications or extras that cannot be transferred from that old equipment.

*For example, a modified tennis racquet.*

## 8. Maintenance and repair of equipment

- 8.1 The LSA may require the participant enter into an agreement that details the conditions of use, maintenance, insurance and ownership of equipment.
- 8.2 The LSA will pay for the cost of equipment:
- 8.2.1 maintenance and repairs resulting from normal wear and tear, if the equipment is funded and owned by the LSA, or DES;

## PART 9—Equipment

- 8.2.2 routine maintenance as recommended by the manufacturer or to meet industry standards;
  - 8.2.3 adjustments due to growth, or other change in the participant's abilities and need; and
  - 8.2.4 repairs where the LSA has accepted partial liability for the purchase or modification of equipment, consistent with the level of the LSA's contribution to the purchase or modification of the equipment.
- 8.3 The LSA will replace necessary and reasonable equipment worn out as a result of normal use, if it is still required by the participant.

**9. Order of routine equipment on discharge**

- 9.1 On inpatient discharge a hospital/rehabilitation facility may order or provide certain types of equipment from DES, up to a pre-approved value per item. The pre-approved value and DES prescription form will be available on the LSA's website.
- 9.2 The prescription must be made in accordance with the requirement that equipment must be necessary and reasonable.
- 9.3 The prescriber must have the appropriate training to prescribe the item(s).
- 9.4 The LSA must be notified where prescriptions have occurred.

**10. Continance equipment and supplies**

- 10.1 The LSA will provide continence supplies that relate to a continence need caused by the motor vehicle injury.
- 10.2 The prescription of continence supplies must be completed by a medical practitioner or registered nurse appropriately qualified for continence prescription. The continence prescription should include the continence aid, the frequency of provision as per the recommended usage levels and the period of time for which the prescription applies. A review date based on the participant's needs should be set at the time of each prescription.
- 10.3 The LSA may appoint suppliers to provide approved continence equipment and supplies directly to the participant. In these circumstances a participant may order continence supplies as they are needed, providing the orders are within the usage recommended in the equipment prescription. If an item is ordered by a participant that is outside the prescribed list or the quantity recommended, the equipment supplier will need to seek approval prior to supplying the item. Clinically appropriate product substitutions may be ordered without prior approval if the prescribed item is unavailable at the time of ordering.
- 10.4 The LSA will not pay for continence equipment where the participant is an inpatient, or where a bed fee includes the provision of this equipment.

**11. Beds/mattresses**

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- 11.1 The LSA funds the necessary and reasonable cost or contribution to the cost of the purchase of a bed (and linen) where the need for the replacement mattress/bed is due to the participant's motor vehicle injury.
- 11.2 In deciding whether the LSA funds the total cost of a bed or, to determine the extent of contribution towards the reasonable cost of a bed, the LSA may consider:
  - 11.2.1 the age of the participant's current bed;
  - 11.2.2 the condition of the participant's current bed;
  - 11.2.3 the extent to which the need for a new bed is related to the motor vehicle injury; or
  - 11.2.4 whether the participant has obstructive sleep apnoea resulting from the motor vehicle injury.

*For example, the LSA may pay for the cost of a hospital bed.*

supporting participants to co-sleep with partner by supplying a suitable bed/mattress.

- 11.3 Where the LSA has previously supplied a bed/mattress and a replacement is required, the LSA will consider funding it at its discretion.
- 11.4 The LSA will not pay for antique bed replacements or repairs, waterbeds or waterbed heaters.

## **12. Information, communication and assistive technology**

- 12.1 The LSA will pay for electronic equipment recommended by an appropriately qualified professional with relevant experience including modifications to electronic equipment that, in the opinion of the LSA, are required as a result of the motor vehicle injury.
- 12.2 Where a participant has a substantially reduced capacity with speech, writing or reading as a result of their motor vehicle injury, the LSA will pay for communication devices.
- 12.3 The LSA will pay for a personal device, when the participant does not currently own or have access to a personal device, and the need is directly related to the motor vehicle injury.
- 12.4 The LSA will pay for an upgrade to a participant's personal device when it is necessary and reasonable to assist with independent communication.
- 12.5 The LSA may also pay for a personal device, including computer equipment, to enable the participant to return to work or for a vocational retraining or education program.

*For example, working remotely until they can access their workplace.*

- 12.6 The LSA may also provide a personal device to increase a participant's functional autonomy in activities of daily living,

*For example, shopping and money management.*

where the participant:

- 12.6.1 lives in a remote location;
- 12.6.2 has a severe physical impairment; or
- 12.6.3 has a condition that inhibits the participant's access to the community; or
- 12.6.4 has a condition that inhibits the participant's social inclusion.
- 12.7 The LSA will pay for the necessary and reasonable cost of internet access, where it is not otherwise available to the participant, or the current service is inadequate in meeting the participant's needs related to the motor vehicle injury:
  - 12.7.1 during a hospital inpatient stay when the participant is temporarily unable to make use of their regular internet access (unless this is provided by the hospital);
  - 12.7.2 to access a telerehabilitation program/telemedicine;
  - 12.7.3 to access a short-term return to work program;
  - 12.7.4 for an educational program; or
  - 12.7.5 where it demonstrably reduces reliance on support or attendant care services.

### **13. Environmental control equipment**

- 13.1 The LSA will pay for the necessary and reasonable cost of equipment for the purpose of environmental control. This includes equipment that requires physical or structural modification to the participant's home, which is outlined in Part 10 of these Rules.

### **14. Pressure care equipment**

- 14.1 The LSA will pay for the necessary and reasonable cost of pressure care equipment where a participant has been assessed as being at risk of pressure ulcer development or currently has a pressure ulcer, and this risk is directly related to their motor vehicle injury.

### **15. Positioning and seated mobility equipment**

- 15.1 The LSA pays for the necessary and reasonable cost, including the replacement cost, of wheelchairs and other mobility aids to enable participants to safely access their home, their workplace and the community.
- 15.2 The LSA will pay for positioning and seated mobility equipment when there is a motor vehicle injury related need to increase the participant's capacity or safety to participate in an activity. This includes activities such as: accessing the community, eating and drinking, sleeping, showering, toileting, study, travel by car, sitting or mobilising, and communicating.

## **16. Orthoses, footwear and walking aids**

16.1 The LSA will pay for the necessary and reasonable cost, including the replacement cost, of orthoses, specialist footwear and walking aids to enable participants to safely access their home, their workplace and the community.

## **17. Respiratory equipment**

17.1 The LSA will pay for the necessary and reasonable cost of respiratory equipment. Types of respiratory equipment may include:

17.1.1 invasive ventilation (tracheostomy);

17.1.2 non-invasive ventilation; and

17.1.3 associated electro-medical equipment and supplies.

17.2 The LSA may appoint a supplier to provide approved ventilation, tracheostomy or another ostomy equipment directly to the participant.

17.3 In these circumstances a participant may order supplies as they are needed, providing the orders are within the usage recommended in the equipment prescription. If an item is ordered by a participant that is outside the prescribed list or the quantity recommended, the equipment supplier will need to seek approval prior to supplying the item.

## **18. Equipment for exercise and fitness**

18.1 The LSA will pay for the necessary and reasonable costs of exercise and fitness equipment when the equipment is prescribed by an appropriately qualified health practitioner. Justification should be provided as to why the exercise and fitness equipment is required and what other options have been considered and discounted, such as a gym membership.

18.2 To determine whether the costs are necessary and reasonable the LSA may require that:

18.2.1 the equipment is hired while the participant trials the activity; and

18.2.2 the purchase of exercise or fitness equipment only occurs once a successful trial has taken place and the participant has demonstrated commitment through regular use over a period of time.

## **19. Exercise and fitness equipment not funded**

19.1 The LSA will not pay for:

19.1.1 equipment that is available for use in another setting (such as a gymnasium) that is appropriate for the participant to access; or

19.1.2 equipment that is used by the participant solely in other environments.



*For example, physiotherapists' rooms.*

## **20. Equipment for recreation or leisure purposes**

20.1 The LSA will pay for the necessary and reasonable cost of specialised equipment and/or adaptations to equipment, to:

20.1.1 return a participant to a pre-accident recreational activity;

20.1.2 substitute a pre-accident recreational activity for a new recreational activity; or

20.1.3 to commence a developmentally appropriate activity.

## PART 10 – Home modifications and accommodation

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### 1. Background

- 1.1 This Part applies in relation to services referred to in section 4(1) of the Act.
- 1.2 The LSA recognises that because of their motor vehicle injury, home modifications will be the preferred option for some participants. In determining funding for home modifications, the LSA will consider the participant's short and long term living arrangements, and all reasonable alternatives. This may include the provision and installation of equipment or relocation to a more appropriate residence, as well as home modifications.
- 1.3 The LSA will pay for the necessary and reasonable cost of home modifications for a participant.
- 1.4 All home modifications require prior approval by the LSA.
- 1.5 The LSA's funding of modifications does not negate the responsibilities of another agency or department to provide them.

### 2. Consent for home modifications

- 2.1 The participant should be involved in the decision-making processes relating to their home modifications and agree to any proposed modifications.
- 2.2 Agreement and permission from the home owner and, if necessary, any body corporate, must be obtained in writing before the home modification process can proceed.

### 3. Ensuring the home can be modified

- 3.1 The LSA will first ensure that the participant's home is, in the opinion of the LSA, reasonably able to be modified. This will be assessed on several factors including, but not limited to:
  - 3.1.1 access to and egress from the home;
  - 3.1.2 accessibility to all areas of the home;
  - 3.1.3 the safety of the participant, family members and attendant care workers;
  - 3.1.4 the ownership of the home;
  - 3.1.5 the cost and extent of the home modifications; and
  - 3.1.6 the participant's expected length of tenancy, if the home is rented/owned by

another party.

3.2 Any necessary council or planning approvals must be obtained before any work can begin.

3.3 The LSA will not pay for home modifications for any residence or property that constitutes, is likely to constitute, or will result in, an illegal structure.

#### **4. Assessment of the need for home modifications**

4.1 The LSA will conduct a home assessment using both an appropriately qualified occupational therapist and where required a builder, chosen by the LSA.

4.2 The assessment will include the participant's current functional status, projected long-term needs and their proposed home environment.

4.3 The assessment should identify environmental barriers relating to the motor vehicle injury, including all options to overcome these barriers.

*For example, non-structural home modifications should be considered as an option, if they enable an appropriate level of autonomy or safety for the participant and family and safety of support or attendant workers.*

4.4 Recommendations for home modifications must include clear clinical and practical justification as to why home modifications are necessary and reasonable, the outcomes to be achieved and the feasibility of the proposed home modifications compared with other alternatives such as relocation. The clinical justification must make reference to the relevant codes and Australian Standards where appropriate.

#### **5. Necessary and reasonable home modifications**

5.1 Factors that the LSA will take into account when deciding if a home modification is necessary and reasonable include:

5.1.1 the anticipated length of time that the participant will need home modifications and whether this need is likely to change;

5.1.2 structural constraints;

*For example, size, surrounding terrain and condition of the home.*

5.1.3 ownership of the property;

5.1.4 permission of the owner or body corporate to temporarily or permanently undertake modification to the home;

5.1.5 local planning regulations and building permits;

5.1.6 length of lease of a rental property;

5.1.7 anticipated period of occupancy of the home to be modified;

5.1.8 the scale and cost of the proposed modifications when considered in conjunction

with alternative residential options; and

- 5.1.9 the LSA's ability to negotiate any necessary agreement or consent required on modifications with any external parties.
- 5.2 The LSA will assess whether home modifications are necessary and reasonable based on information contained in building modification project plans, reports from the home assessment completed by the occupational therapist and where utilised, the builder, final modification costs, and any other relevant information or reports.
- 5.3 The LSA may delay permanent or major modifications, where the motor vehicle injury is likely to change or improve. In these circumstances the LSA may approve temporary equipment or staged modifications to ensure the safety of the participant in the short term.
- 5.4 At times, the owner of the property, the participant and/or their legal representative or family member may desire additional building works, or higher cost finishes because of aesthetic, architectural or other reasons, which are more than is necessary and reasonable for the purposes of the Scheme. These works need to be quoted separately, agreed upon and the cost borne by the participant and/or property owner and must take place only after the completion of the funded works (unless the LSA agrees in writing or they relate to higher cost finishes paid for by the participant). Any such additional work should not affect participant access to or within the area being modified, or in any way adversely compromise the impact of any modifications that have been approved.

## 6. Minor modifications to home

- 6.1 The LSA will pay for necessary and reasonable home modifications irrespective of the type of residence or accommodation being modified, if the owner of the premises agrees to the proposed modifications and the home is able to be modified.

## 7. Modifications to a rental property

- 7.1 The LSA will pay for necessary and reasonable home modifications for participants in a rental property if the owner of the premises agrees to the proposed modifications.
- 7.2 If the participant moves out of a rental property, the LSA will pay for the necessary and reasonable costs of returning a rental property to its former state, when the costs:
  - 7.2.1 are related to the services or modifications that were previously approved or installed by the LSA; and
  - 7.2.2 are related to the participant's motor vehicle injury.

*For example, the LSA may pay for making good the removal of grab rails, wedge ramps or replacement of a shower screen or hob at the end of a long-term tenancy.*

- 7.3 The LSA will only consider other costs relating to returning a rental property to its former state if they are necessary and reasonable, related to the motor vehicle injury and specifically requested by the owner.

*For example, wear and tear to carpets as a result of wheelchair use.*

7.4 The LSA will not generally pay for other costs associated with the end of a tenancy that are a condition of the lease, such as advertising costs associated with breaking a lease, steam cleaning of carpets or cleaning a property at the end of a tenancy.

7.5 The LSA will consider funding the cost of relocating to a more suitable premises such as removalist fees.

## **8. Modifications to a home owned by the participant or their family**

8.1 The LSA will pay for home modifications where:

8.1.1 the home to be modified is the principal place of residence of the participant or their family;

8.1.2 the participant intends to remain living at that residence for the foreseeable future; and

8.1.3 relocation to another residence, or a more suitable residence, is not an appropriate option for the participant or their family.

8.2 The LSA may seek an agreement with the participant or home owner for home modifications regarding the potential for home modifications to increase the value of the home. The agreement may require the cost of the home modifications to be depreciated at 10 per cent per year over ten years. If the home modifications have led to a material increase in the value of the home, the agreement may require that any increase in value to the home as a direct consequence of the home modifications to be depreciated at 10 per cent per year over ten years. In the case of a major modification where the home is sold within ten years of installation, the owner may be required to reimburse the LSA for any pro rata costs. Reimbursement will occur on settlement. Any home valuation reports required to enforce this rule will be the responsibility of the LSA.

8.3 Taking into account the scale and cost of the proposed modifications, and the value of the property, the LSA may consider rebuilding or contributing to the cost of rebuilding, either on the existing land or elsewhere.

## **9. Relocation if the home is not suitable for modification**

9.1 If the home is unable to be cost-effectively modified and relocation is the most appropriate option, the LSA may pay for the necessary and reasonable costs of:

9.1.1 assistance to locate an appropriate home where the participant is unable to look for alternative properties, or does not have family or friends to assist them to locate a suitable property;

9.1.2 professional assistance in order to identify suitable residential options for the participant and family;

*For example, assessment of a property by an occupational therapist or an appropriately*

*qualified person approved by the LSA.*

- 9.1.3 real estate agent fees;
- 9.1.4 advertising costs;
- 9.1.5 legal and conveyancing fees at both ends of the transaction;
- 9.1.6 stamp duty;
- 9.1.7 Land Titles Office transfer fee;
- 9.1.8 cleaning costs associated with preparing a home for sale or rental; and
- 9.1.9 furniture removal.

## **10. Assistance when relocating to new home**

10.1 When considering relocation to a new home, the LSA expects that the participant will locate a property that does not require substantial modification. The LSA does not consider it reasonable that a participant with significant functional limitations chooses to move to a home where substantial modifications need to be undertaken to allow them to reasonably access the home or parts of the home.

10.2 The LSA will only pay for modifications to a new home to enable the participant to access the following areas of the home:

- 10.2.1 necessary and reasonable access/egress;
- 10.2.2 a bathroom and toilet;
- 10.2.3 a bedroom;
- 10.2.4 a living/dining area; and
- 10.2.5 a kitchen (for participants who can fully or partially prepare their own food or beverages).

10.3 If the participant or their family is seeking to purchase or rent a new home which would require modifications, the LSA requires an assessment by a suitably qualified occupational therapist, a current building report, pest report and any other relevant documentation be provided before the home is purchased or rented, to ensure that the home is reasonably able to be modified. If such reports are not provided, the LSA will not pay for home modifications after purchase or renting. The LSA will meet the cost of the relevant reports.

## **11. Service providers for home modifications**

11.1 Modifications will be approved by the LSA following the receipt of an agreed scope of works and a quotation for works to deliver the proposed modifications.

11.2 All home modifications the LSA pays for must be provided by an appropriately qualified licensed builder or tradesperson who holds current registration as a

company or as a business/sole trader and appropriate insurance.

- 11.3 The home modification must be in accordance with the scope of works and quotation approved by the LSA and in accordance with the Discharge Plan or MyPlan. Any variations to the job specifications must be approved by the LSA, in writing, prior to the work being completed.

## **12. Home modification to a secondary home that is lived in concurrently**

- 12.1 The LSA will pay for the necessary and reasonable cost of basic access, such as ramps, rails, doorway widening, and minor bathroom modifications for a secondary residence which is lived in concurrently by a participant.

*For example, a participant who is a child may require a second home modification to stay at the residence of the parent/guardian/family member who is not the primary carer but has joint custody, or has agreed regular overnight access visits in an agreement ratified by the Family Court or agreed to by both parents.*

- 12.2 In determining if modifications to a secondary residence are necessary and reasonable, the LSA will consider the nature and extent of any previous home modifications approved by the LSA, along with the anticipated amount of time that the participant is expected to spend in the secondary residence, the reason for this, such as shared parenting arrangements versus a holiday home and the potential benefit of modifying the secondary residence.

## **13. Subsequent home modification**

- 13.1 The LSA recognises it may be necessary and reasonable to fund more than one home modification as the participant's circumstances change. Such circumstances may include, but are not limited to:

- 13.1.1 a participant living with others who becomes able to live independently, such as a young adult leaving home;
- 13.1.2 deterioration in the participant's health as a direct result of the motor vehicle injury;
- 13.1.3 a participant who may need to relocate in order to access employment or services more readily; or
- 13.1.4 other significant changes in the participant's personal circumstances such as marriage, separation or having children.

- 13.2 If subsequent home modifications are requested, the LSA expects that the participant will locate a property that does not require substantial modification. The LSA does not consider it reasonable that a participant with significant functional limitations chooses to move to a home where substantial modifications need to be undertaken to allow them to reasonably access the home or parts of the home.

- 13.3 If subsequent home modifications are requested, the LSA will consider in addition

to factors set out in Part 10, Rule 5:

- 13.3.1 the extent of the requested modifications;
- 13.3.2 the age of the participant; and
- 13.3.3 the likely future circumstances of the participant.

## **14. Repairs and maintenance on home modifications**

14.1 The LSA will pay for the necessary and reasonable cost of repairs to and maintenance of home modifications funded by the LSA that are essential for participant access or safety and would not normally be required by the home owner. The LSA will consider funding the costs of repairs and maintenance for any additional wear and tear to a property that is a result of the motor vehicle injury.

*For example, damage to floorboards from wheelchair use.*

- 14.2 If costs for home modifications were not paid for in full by the LSA (for example, shared with the property owner), then the LSA will pay for the cost of repairs or maintenance proportional to the original costs paid.
- 14.3 The participant or property owner is responsible for any repairs and maintenance as a result of normal wear and tear (such as replacement of bathroom fittings/fixtures), for the upkeep of a residence (such as house painting) or maintenance of any additional works not funded by the LSA.

## **15. Home modifications funding exclusions**

- 15.1 The LSA will not pay for:
  - 15.1.1 any home modifications undertaken without approval from the LSA;
  - 15.1.2 home modifications required as a result of a condition that existed before the motor vehicle accident or that are not a result of the motor vehicle accident;
  - 15.1.3 home modifications where the owner, body corporate or other responsible authority has not given permission for the modifications;
  - 15.1.4 the costs of modifications where the participant was advised that the home is unsuitable for modification and subsequently proceeded to purchase or rent the home;
  - 15.1.5 the cost of more than one strata report, building report or pest inspection report, per property;
  - 15.1.6 costs of any repairs or maintenance issues identified in strata, building or pest inspection reports;
  - 15.1.7 body corporate/strata fees;
  - 15.1.8 council or water rates;



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- 15.1.9 building or construction of in-ground or above-ground pools, spas or other aqua-therapy facilities;
- 15.1.10 insurance of the home in which the modifications have been installed;
- 15.1.11 any loss of value of any home resulting from any modifications to, or removal of modifications from, the home; or
- 15.1.12 items that are normal household items (such as furniture or whitegoods, smoke alarms, surge protectors, towel rails, fans, lights, hot water services, security doors and windows) that are not related to the participant's need arising from the motor vehicle injury, unless these items have required removal due to the home modifications and replacement of like for like items is agreed to and included in the scope of works.

**16. Room temperature control equipment**

- 16.1 The LSA will pay for the cost of room temperature control equipment if the participant is unable to self-regulate their body temperature as a result of the motor vehicle injury, or if the lack of room temperature control causes secondary complications.
- 16.2 For a participant with a complete spinal cord lesion at or above the level of T6, the LSA does not require the certification of a medical specialist for the provision of room temperature control equipment.
- 16.3 For participants, other than those who have sustained a complete spinal cord lesion at or above the level of T6, the LSA will require certification by an appropriately qualified medical specialist that the participant has an impaired or absent ability to regulate their body temperature which will not resolve, or causes significant secondary care complications.
- 16.4 Where an increase in the total consumption of energy can be shown to relate directly to the running of the room temperature control equipment, the LSA may contribute to the costs associated with its operation, if the participant is unable to self-regulate their body temperature as a result of the motor vehicle injury.
- 16.5 The LSA will estimate the costs associated with the operation of room temperature control equipment by considering:
  - 16.5.1 government or energy provider calculators of energy costs and usage to estimate average increased running costs and the amount that the LSA would pay;
  - 16.5.2 the number and size of rooms to be heated/cooled;
  - 16.5.3 whether the room temperature control equipment is used by the participant alone and whether there is a mutual benefit for other household members;
  - 16.5.4 the proportion of the pre-accident utility accounts related to the participant's usage; and the increase from pre-accident costs to current costs where the comparisons are able to be applied; and

16.5.5 eligibility for energy concessions such as the pensioner concession card.

16.6 Any change of domestic circumstances or prolonged absence from home will require a reassessment of the LSA's contribution rate to the operating costs.

16.7 The LSA may contribute to the costs associated with maintenance and repair of room temperature control equipment if the participant is unable to self-regulate their body temperature as a result of a motor vehicle injury. The LSA may pay a contribution to the reasonable costs of servicing, preventative maintenance and repairs of room temperature control equipment. The LSA will negotiate this contribution having regard to the equipment to be operated, e.g. air conditioner or heater and the number and size of rooms to be heated or cooled.

16.8 Before the LSA will pay for any contribution to room temperature control equipment, maintenance or running costs, the participant must have fully claimed and/or utilised any entitlement to concessions, grants or rebates.

## **17. Room temperature control equipment not funded**

17.1 The LSA will not generally pay for:

17.1.1 any room temperature control equipment that another agency or department is responsible for providing;

17.1.2 energy services and supply charges;

17.1.3 the entire costs of energy; or

17.1.4 prospective payments for energy costs in advance.

## **18. Transitional accommodation**

18.1 The LSA will pay for the costs of short-term transitional accommodation in limited circumstances.

*For example, when a home modification is in progress.*

18.2 Transitional accommodation is defined by the LSA as accommodation required when:

18.2.1 the need for accommodation is related to the motor vehicle injury;

18.2.2 the participant's usual place of residence is not accessible due to the motor vehicle injury or is outside the Adelaide metropolitan area; and

18.2.3 there is no other existing suitable accommodation option.

18.3 On a case by case basis the LSA will pay for necessary and reasonable transitional accommodation.

18.4 In determining whether transitional accommodation costs are necessary and

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reasonable the LSA may consider:

- 18.4.1 whether discharge from hospital or inpatient rehabilitation, or delivery of a participant's treatment, care and support plan, is possible without the transitional accommodation;
- 18.4.2 the length of time for finding appropriate longer-term accommodation, or the completion of home modifications and whether home modifications are able to be staged to allow earlier access to the home;
- 18.4.3 whether the existing home is able to be occupied prior to finding appropriate longer-term accommodation, or during the home modification process;
- 18.4.4 factors impacting on finding appropriate longer-term accommodation, or the completion of the home modifications, and the length of time that transitional accommodation is required;
- 18.4.5 the nature of the motor vehicle injury and whether the participant requires treatment, care and support services that would be required in the transitional accommodation setting and the suitability of the setting in which these services would be delivered; and
- 18.4.6 whether transitional accommodation is the most cost effective option compared to any other accommodation option (such as when a home modification is in progress or when a participant is travelling regularly from a remote community for treatment care and support over a period of time).

## 19. Ongoing accommodation

- 19.1 The LSA will pay for the costs of ongoing accommodation in limited circumstances.

For example, a participant requiring integrated housing and supports.

- 19.2 Ongoing accommodation is defined by the LSA as accommodation required when the need for accommodation is related to the motor vehicle injury and:
  - 19.2.1 the participant's usual place of residence is not accessible due to the motor vehicle injury; or
  - 19.2.2 when modification of an existing or new home, owned or rented by a participant, is not feasible.
- 19.3 The accessible home may be rented, owned or purchased by the LSA, or it may be an accessible home rented or purchased directly by a participant from a housing provider.
- 19.4 The LSA pays for costs to the extent the LSA considers it to be necessary and reasonable treatment, care and support, and related to the motor vehicle injury, above ordinary housing and living costs.
- 19.5 The LSA will require the participant to make a reasonable rent contribution, which is an ordinary cost of housing. For a participant in receipt of the Disability Support

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Pension (DSP), 25 per cent of the base rate plus any relevant Commonwealth Rent Assistance will be considered reasonable rent contribution.

19.6 The LSA will require the participant to fully meet all other ordinary costs of housing and living.

19.7 All ongoing accommodation arrangements require prior approval in writing by the LSA.

19.8 The participant should be involved in the decision-making processes relating to their ongoing accommodation and agree to any proposed options.

19.9 The LSA's funding of ongoing accommodation does not negate the responsibilities of another agency or department to provide for it.

## **20. Retrospective approval of transitional or ongoing accommodation**

20.1 The LSA will not reimburse transitional or ongoing accommodation retrospectively unless in limited, exceptional circumstances.

## **PART 11 – Motor vehicle modifications**

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### **1. Background**

- 1.1 This Part applies in relation to services referred to in section 4(1) of the Act.
- 1.2 The LSA will pay for the necessary and reasonable costs of modifications to a motor vehicle where, as a result of the motor vehicle injury, a participant reasonably requires modifications to travel as a passenger or drive a motor vehicle.
- 1.3 A participant is eligible for modifications to a motor vehicle if:
  - 1.3.1 the participant has a physical, sensory and/or cognitive disability, as a result of the motor vehicle injury, which prevents them from safely driving, accessing or travelling as a passenger in an unmodified motor vehicle;
  - 1.3.2 the modification would reduce or eliminate the need for a funded attendant carer to travel with the participant;
  - 1.3.3 the participant owns or has access to a motor vehicle on a regular basis; or
  - 1.3.4 the participant has been assessed by an appropriately qualified occupational therapist as requiring modifications to a motor vehicle.
- 1.4 In considering whether motor vehicle modifications are necessary and reasonable, the LSA will obtain advice on all suitable transport options and costs.

### **2. Motor vehicle modifications funded by the LSA**

- 2.1 All motor vehicle modifications require prior approval in writing from the LSA.
- 2.2 The LSA will pay for the necessary and reasonable modifications to:
  - 2.2.1 the participant's own motor vehicle;
  - 2.2.2 the participant's guardian's motor vehicle, in the case of a dependent child;
  - 2.2.3 a shared-use motor vehicle where, prior to the accident, the use and costs of a motor vehicle were shared with a spouse or family member; or
  - 2.2.4 a work motor vehicle if, prior to the motor vehicle injury, the participant had the use of a work motor vehicle, and the participant has returned to work post-accident and requires the use of the work motor vehicle, subject to the LSA receiving written permission from the owner of the motor vehicle.
- 2.3 The LSA may pay for modifications to more than one motor vehicle, if the LSA assesses such modifications as being necessary and reasonable.
- 2.4 If the participant is to be the driver, the LSA will only pay for the cost of motor vehicle modifications where the participant's doctor or a member of the treating health care team, such as a qualified driving assessor, has confirmed in writing the participant's

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suitability to drive.

2.5 The LSA will only pay for modifications to a motor vehicle that are commercially available features, required as a result of the motor vehicle injury and when the participant's motor vehicle does not already have them.

*For example, automatic transmission or electric windows.*

2.6 Modifications, other than minor modifications, must be completed in accordance with the applicable jurisdiction's legislation in force at the relevant time.

*For example, alternative controls for brake and accelerator, wheelchair hoist system, wheelchair restraining devices or wheelchair access ramp.*

Minor modifications are those that do not alter the structure or safety of the motor vehicle.

*For example, seatbelt buckle covers to enable a participant to travel safely in a vehicle or panoramic mirrors and fish eye mirrors.*

2.7 The LSA will also pay for the necessary and reasonable cost of:

- 2.7.1 the assessment conducted by an appropriately qualified occupational therapist of the need for motor vehicle modifications;
- 2.7.2 training the driver in the safe and correct use of motor vehicle modifications;
- 2.7.3 maintaining, repairing, transferring and replacing modifications; and
- 2.7.4 any additional insurance costs which are directly related to the participant's needs as a result of the motor vehicle injury.

### **3. Frequency of funding modifications to a motor vehicle**

3.1 The LSA considers it reasonable to pay for modifications to a motor vehicle no more than every eight years, unless there is a change in the participant's medical condition which prevents the participant accessing the previously modified motor vehicle.

3.2 If the owner of a motor vehicle which has been modified by the LSA, wishes to purchase a replacement motor vehicle, the LSA may pay for the transfer of modifications that are not commercially available to the replacement motor vehicle if this is cost effective.

### **4. Motor vehicle modifications not funded**

4.1 The modified motor vehicle remains the property of the owner. All costs normally associated with motor vehicle ownership, including running costs and servicing, are the owner's responsibility.

4.2 The LSA will not pay for:

- 4.2.1 modifications to a motor vehicle for a circumstance or condition that existed before a motor vehicle accident or that is not a result of the motor vehicle accident;

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- 4.2.2 the outright purchase of a motor vehicle, unless in exceptional circumstances;
- 4.2.3 significant modifications to a motor vehicle to travel as a passenger as well as being able to drive it.
- 4.3 When considering motor vehicle modifications, the safety of the participant and driver or passengers of the motor vehicle is the paramount consideration. The LSA will not pay for modifications to a motor vehicle that do not comply with intent of the applicable Australian Standards, Australian Design Rules or any *Road Traffic Act 1961* regulations or any other applicable laws of the State or Commonwealth.

## **5. Modifications to more than one motor vehicle**

- 5.1 The LSA will generally not fund major modifications to more than one motor vehicle.
- 5.2 The LSA may consider funding modifications in some circumstances, such as modifications for the purposes of returning to work, where the participant may need minor modifications to more than one motor vehicle.

## PART 12 – Artificial limb services

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### 1. Background

- 1.1 This Part applies in relation to services referred to in section 4(1) of the Act.
- 1.2 The LSA will pay for the necessary and reasonable cost of prostheses, including recreational limbs, for a participant who has had an amputation as a result of the motor vehicle injury.

### 2. Artificial limb services funded by the LSA

- 2.1 Services can only be prescribed by service providers accredited under the South Australian Amputee Limb Service, Artificial Limb Scheme (SAALS) or their interstate equivalent, who oversee the funding of limb prosthesis. This includes prosthetic prescriptions, clinic services and manufacturing of prosthetics and prosthesis services.
- 2.2 The LSA will pay for the necessary and reasonable costs of prostheses for participants with an amputation.



## PART 13 – Education support services

### 1. Background

- 1.1 This Part applies in relation to services referred to in section 4(1) of the Act.
- 1.2 Education and training support services aim to minimise the impact of the motor vehicle injury on the participant's education program, taking into account the participant's pre-accident condition. They will be based on measurable learning and development outcomes.
- 1.3 The LSA will pay for educational support where, the support required relates to the motor vehicle injury, facilitates participant engagement with the curriculum, the educational community and activities, and delivers educational outcomes.
- 1.4 The LSA may support the participant's commencement at, or return to, appropriate educational settings within:
- 1.4.1 preschool;
  - 1.4.2 childcare, including before and after school care;
  - 1.4.3 primary, secondary and special schools; or
  - 1.4.4 higher education.
- 1.5 The LSA will consult with the participant and service providers to regularly review education or training support services to ensure they continue to meet the participant's abilities, needs and circumstances.

### 2. Approval of funded education support services

- 2.1 To determine whether a participant is eligible for services under this part, the LSA may consider:
- 2.1.1 the participant's pre-accident development and learning history;
  - 2.1.2 services which the participant accessed, was on the waiting list for, or was assessed as requiring prior to the motor vehicle accident;
  - 2.1.3 measurable changes in the participant's ability to engage in education and training as a result of their motor vehicle injury;
  - 2.1.4 assessment by an independent therapist, special educator, or other specialist professionals in child education and development; and
  - 2.1.5 existing education and training support that the participant is able to access.
- 2.2 Care and support services may include:
- 2.2.1 social support;

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- 2.2.2 tutorial support;
  - 2.2.3 student aide or assistant;
  - 2.2.4 teacher training;
  - 2.2.5 transitional support;
  - 2.2.6 transport assistance;
  - 2.2.7 equipment (refer to Part 9 Equipment);
  - 2.2.8 specialist support, such as therapists, special education or other professionals.
- 2.3 The LSA will pay for additional education and training support to cover a participant's learning missed during an absence from school or tertiary/vocational studies as a result of the motor vehicle injury.

*For example, due to a long hospital admission or continued absences for outpatient appointments.*

### 3. Educational support services exclusions to funding

- 3.1 The LSA will not pay for services that:
- 3.1.1 the participant is entitled to under any applicable State or Commonwealth legislation;
  - 3.1.2 are more appropriately funded through other persons, agencies or bodies as part of a common or universal service obligation; or
  - 3.1.3 are reasonable disability adjustments required under a law dealing with discrimination on the basis of disability.
- 3.2 The LSA will not generally pay for education expenses levied by any educational institution including school fees, fees for excursions or school camps, stationery and uniforms that are the responsibility of the parent or guardian.

## PART 14 – Vocational support services

### 1. Background

1.1 This part applies in relation to services under section 4(1) of the Act.

1.2 Vocational support services provide participants with individualised assistance to enable participation in employment and voluntary work. These necessary and reasonable services support a participant to transition into, and sustain employment, where these needs are additional to the needs prior to the motor vehicle injury and specifically required as a result of a person's functional impairment.

*For example, support to find paid work, consistent with the participant's abilities and needs, support to participate in the workplace and travel to and from work and support to sustain employment.*

1.3 The funding of vocational support (vocational pre-training, vocational training and retraining), will be considered where, in the opinion of the LSA, there is an evidence base that such support will enable participants to benefit from socialisation associated with employment participation and to obtain, and/or maintain employment.

### 2. Vocational support services

2.1 Vocational support services enable a participant, through a combined and coordinated use of services, to minimise the impact of their injuries on their employment or other work-related activity. In the first instance, vocational support services should focus on returning participants to their original employment with their pre-injury employer/s.

2.2 Vocational support services are necessary and reasonable where:

- 2.2.1 there is an assessment and recommendation by an appropriately qualified provider;
- 2.2.2 the service has been agreed to by the participant who was involved in the decision-making process and is willing to commit to the training program;
- 2.2.3 there is a defined, realistic vocational goal;
- 2.2.4 there are identifiable labour market opportunities on completion of the training; and
- 2.2.5 such support services increase the likelihood of a participant retaining employment in their workplace.

2.3 Additional factors that the LSA may consider when determining necessary and reasonable support services include, but are not limited to:

- 2.3.1 the participant's pre-accident occupation or career status;
- 2.3.2 alternatives to pre-vocational, vocational training or retraining;

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- 2.3.3 whether the training is provided by an accredited training organisation and recognised within the relevant industry;
  - 2.3.4 the cost and duration of the training;
  - 2.3.5 previous training expenses paid by the LSA for the participant;
  - 2.3.6 existing vocational support services that the participant is able to access; and
  - 2.3.7 whether similar costs would have been incurred by the participant as an ordinary life expense regardless of their motor vehicle injury.
- 2.4 With respect to training the LSA will pay for:
- 2.4.1 training course fees and compulsory student and administrative charges. Course fees will be payable on a semester-at-a-time basis. Payment of subsequent semester fees will be dependent on successful completion of previous semester course requirements;
  - 2.4.2 compulsory textbooks and materials;
  - 2.4.3 necessary and reasonable travel expenses to and from the approved training; and
  - 2.4.4 training missed during an absence from tertiary/vocational studies that is a result of the motor vehicle injury.

### **3. Excluded vocational support (pre-vocational, vocational training and retraining)**

- 3.1 The LSA will not pay for:
- 3.1.1 capital expenditure such as the costs of establishing and running a business;
  - 3.1.2 services that the participant was receiving prior to the motor vehicle accident;
  - 3.1.3 equipment that employers are required to provide to employees to meet Work Health and Safety requirements;
  - 3.1.4 assistance to keep a business open, such as paying for temporary staff to do a participant's job;
  - 3.1.5 wage subsidies to an employer;
  - 3.1.6 standard furniture and other capital items associated with a participant's place of employment;
  - 3.1.7 everyday living expenses associated with employment, such as clothing/uniforms or lunches;
  - 3.1.8 phone calls, photocopying, stationery, meals at training venues and all other expenses associated with training;

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- 3.1.9 costs of training courses that the participant had enrolled in or commenced prior to the injury;
  - 3.1.10 training or other activities related to maintaining an existing qualification, licence, registration or accreditation once the qualification, licence, registration or accreditation has been obtained;
  - 3.1.11 training that would be considered to form part of induction, ongoing skill maintenance or development that is within the responsibility of the employer or the participant to maintain their employment; or
  - 3.1.12 training associated with voluntary career changes or personal development.
- 3.2 The LSA will cease funding if:
- 3.2.1 the training or educational institution determines that the participant is guilty of serious academic misconduct; or
  - 3.2.2 the participant fails to maintain satisfactory academic progress as determined by the educational institution and the LSA.

## PART 15 – Temporary overseas travel and participants living overseas

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### 1. Background

- 1.1 This part applies in relation to sections 27 and 52 of the Act.
- 1.2 The LSA recognises that participants may choose to travel overseas for short periods of time or live overseas.
- 1.3 A participant must inform the LSA of an absence from Australia at least 28 days before leaving Australia.

### 2. Temporary overseas travel

- 2.1 The LSA may choose on a case by case basis to pay the necessary and reasonable costs of treatment, care and support incurred by a participant while travelling overseas.
- 2.2 Where the LSA approves such payments, it will provide necessary and reasonable treatment, care and support as would be planned for in Australia, provided payments do not exceed the costs that would be incurred if the participant were in Australia.
- 2.3 Where possible the LSA will work with the participant to help plan appropriate levels of service delivery during the temporary overseas travel period.
- 2.4 The LSA will not provide treatment, care and support to a participant to travel overseas if:
  - 2.4.1 the participant travels to a country that the LSA considers dangerous or high risk;  
or
  - 2.4.2 the participant travels overseas to engage in treatment not approved by the LSA.

### 3. Participants living overseas

- 3.1 Participants will not be suspended from the Scheme if they reside outside Australia, provided that:
  - 3.1.1 Payments, by the LSA, for treatment, care and support services will be in Australian dollars and will not exceed the costs that would be incurred if the participant were living in Australia; and
  - 3.1.2 The participant complies with any relevant requirements under the LSS Rules, (such as being available for needs assessments).
- 3.2 Appropriate treatment, care and support services in the participant's country of residence will be arranged either through a broker/ provider engaged by the LSA or payments will be made to the participant under section 27(5) of the Act (provided that any requirements such as documentary evidence of expenditure for acquittal are

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met).

3.3 In any consideration of payments, the LSA will not bear currency risk exposure.

3.4 Home/vehicle/workplace modifications undertaken for participants living overseas will have to comply with any local requirements.

## PART 16 – Self-directed support

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### 1. Background

- 1.1 This part applies in relation to services under section 27(5) of the Act.
- 1.2 Self-directed support (also known as self-managed funding or individualised funding) enables participants to have choice and control about the necessary and reasonable treatment, care and support they receive.
- 1.3 A participant may choose to enter into an agreement with the LSA to arrange their services and to receive an amount to cover expenses which the LSA has agreed are necessary and reasonable. A person-centred approach will be taken to determine the agreement with the participant.
- 1.4 The agreement is to be in a form determined by the LSA.
- 1.5 The fixed period for the agreement will be determined by the LSA, taking into account the participant's wishes.
- 1.6 The amount paid by the LSA to the participant will satisfy any liability that would otherwise arise in relation to the matters to which the agreement relates.
- 1.7 The LSA is not liable for any taxation, social security or other financial issues arising from the participant opting to self-direct their treatment, care and support.
- 1.8 The participant will spend the funds on necessary and reasonable treatment, care and support services, in line with their agreement with the LSA. The funds cannot be loaned or invested.
- 1.9 The LSA reserves the right to cancel, suspend or change the agreement in cases of:
  - 1.9.1 fraud by the participant;
  - 1.9.2 undue influence over the participant;
  - 1.9.3 the emergence of unreasonable risks as outlined in rule 4 below; or
  - 1.9.4 the participant no longer has decision making capacity or their carer/guardian no longer has authority to act on their behalf and a new guardian has not been appointed.

### 2. Options

- 2.1 Participants may choose:
  - 2.1.1 a direct payment arrangement, (i.e. the self-directed support allocation is paid directly into a bank account managed by the participant or their carer/guardian who then administers payments to service providers);
  - 2.1.2 to use a host organisation (i.e. an approved agency that arranges services and



## PART 16 –Self-Directed Support

manages the funding allocation); or

2.1.3 a mixture of the above

2.2 Participants can request assistance from the LSA in engaging service providers.

2.3 The rules in relation to approved attendant care providers will apply.

2.4 Participants may choose to self-direct part or all of their arrangements or funding for treatment, care and support services. The LSA will provide participants with assistance to decide on and implement the arrangement that suits them.

### 3. Eligibility

3.1 Self-directed support is available to lifetime participants who have completed a MyPlan.

3.2 Self-directed support is not available to lifetime participants if they are an insolvent under administration, or if, in the opinion of the LSA, it would create an unreasonable risk.

### 4. Unreasonable risk

4.1 When evaluating whether or not to allow a participant to self-direct poses an unreasonable risk, the LSA will consider:

4.1.1 whether material harm, including material financial harm, to the participant could result if the participant were to manage the funding for supports, taking into account the nature of the supports identified in the MyPlan; and

4.1.2 the vulnerability of the participant to:

4.1.2.1 physical, mental or financial harm;

4.1.2.2 exploitation;

4.1.2.3 undue influence.

4.2 The LSA will also consider:

4.2.1 the ability of the participant to make decisions and decision supports available to the participant;

4.2.2 the capacity of the participant to manage finances;

4.2.3 whether a court or a tribunal has made an order under Commonwealth, State, Territory or international law under which the participant's property (including finances) or affairs are to be managed, wholly or partly, by another person; and

4.2.4 whether, and the extent to which, any risks could be mitigated by:

4.2.4.1 the participant's informal support network;

4.2.4.2 any safeguards or strategies the LSA could put in place through the

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participant's MyPlan.

4.3 The safeguards referred to above may include, but are not limited to:

- 4.3.1 setting a shorter period before the participant's MyPlan is reviewed; or
- 4.3.2 providing funding for supports that would assist the participant to manage their own MyPlan.

*For example, budgeting training.*

## 5. Review

- 5.1 Participants will be required to provide agreed information, reconciliations and accounts sufficient for the LSA to effectively support the participant with their agreement, meet its fiduciary responsibilities and ensure the LSS Rules are being met.

## PART 17 – Buying into the Scheme

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### 1. Background

- 1.1 This part is made under sections 6 and 56 of the Act.
- 1.2 An applicant who sustained a motor vehicle injury prior to the commencement of the Scheme may buy in to become a lifetime participant in the Scheme under the criteria specified in section 6 of the Act and the conditions below.
- 1.3 The LSA will calculate the amount required to provide services to meet the applicant's necessary and reasonable treatment, care and support needs as a result of the motor vehicle injury, for their lifetime. Buying into the Scheme is voluntary and will be subject to an agreement between the LSA and the applicant.

### 2. Application to buy in

- 2.1 An application to buy into the Scheme can be made by or on behalf of the applicant. An application must be in writing and must be accompanied by sufficient information to allow the LSA to determine that the motor vehicle injury meets the criteria in the Rules and the applicant would have been eligible to participate in the Scheme, had their motor vehicle accident occurred after the applicable Scheme commencement date.
- 2.2 The LSA may refuse an application to buy into the Scheme if the injury does not meet the eligibility criteria in Part 2 of the Rules being the current version in force at the time of the application to buy in. If an application is denied, the applicant may dispute the LSA's decision about their eligibility to buy into the Scheme in accordance with Part 3 of the Rules.

### 3. How the LSA calculates cost to buy in

- 3.1 The LSA requires information about the applicant's previous and current treatment, care and support needs in order to calculate the cost for buying into the Scheme. This information includes, but is not limited to:
  - 3.1.1 the current age of the applicant, and their age at the time of injury;
  - 3.1.2 the nature and severity of the applicant's injury;
  - 3.1.3 current objective assessment of the applicant's functional status, for example, using the FIM™ or WeeFIM® and ASIA Impairment Scale Score;
  - 3.1.4 objective assessments of the applicant's previous and current treatment, care and support needs; and
  - 3.1.5 the nature, frequency and duration of services used to meet these treatment, care and support needs, including any variations in needs during periods of transition.

## PART 17 – Buying into the Scheme

3.2 The LSA may arrange for the applicant to be assessed in order for the above information to be obtained. The LSA funds the necessary and reasonable cost of any assessments required. A copy of the assessments will be provided to the applicant.

#### **4. What the buy in amount includes**

4.1 The amount determined by the LSA to buy into the Scheme will include:

- 4.1.1 the full lifetime expenses in providing for the applicant's necessary and reasonable treatment, care and support needs as they relate to the eligible motor vehicle injury, as determined by an assessment and actuarial valuation; and
- 4.1.2 the administrative and associated costs incurred by the LSA in managing the applicant as a lifetime participant in the Scheme and discounted by a reasonable amount to account for return on investment of the buy in amount.

#### **5. The LSA's notification of the amount required to buy in**

- 5.1 The LSA will notify the applicant, in writing, of the amount required for the applicant to buy in, which includes information as to how the LSA has calculated the buy in amount.
- 5.2 The entire buy in amount will be paid to the LSA upfront.
- 5.3 Once the funds are received, the LSA will pay the buy in amount into the Lifetime Support Authority Fund (the Fund).
- 5.4 In exceptional cases the LSA may consider security over real property in lieu of cash payment after liquidation of personal assets to meet the buy in amount.

#### **6. Buy in as a lifetime participant**

- 6.1 After the applicant has paid the buy in amount to the LSA in full, the LSA will write to the participant to confirm that they have become a lifetime participant and that the buy in amount has been paid into the Fund. The LSA cannot request any additional payments from the participant once a buy in amount has been paid.
- 6.2 Once the participant has become a lifetime participant, the participant has the same obligations and entitlements as any other lifetime participant of the Scheme.

#### **7. Buy in funds reimbursement**

- 7.1 If a buy-in participant dies, the LSA will refund the unspent funds to the estate, less the amount spent on treatment, care and support; necessary and reasonable administrative expenses and the investment return (or loss) over the participation period.

## PART 18 – Rules for review of participant's treatment, care and support needs

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### 1. Background

- 1.1 This Part applies in relation to a dispute or proceedings under Part 5 Division 3 of the Act.
- 1.2 All dispute processes of the LSA shall apply the principles of natural justice and procedural fairness.

### 2. Reassessment

- 2.1 If a participant disagrees with an assessment or any aspect of an assessment of their treatment, care and support needs, they may request one reassessment in writing.
- 2.2 On receipt of a request for reassessment, the LSA will appoint an assessor who was not the original decision maker. The assessor will follow the same procedures as for an original assessment.
- 2.3 Prior to completing the reassessment, the assessor will provide an opportunity for the participant to explain why they disagree with the original assessment.
- 2.4 The assessor may either confirm or vary the original assessment. If the original assessment is varied, the LSA will provide a certificate of the reassessment as if it were the original assessment under Part 5 of these Rules.
- 2.5 The participant will be provided with written reasons for the outcome of the reassessment.
- 2.6 The reassessment must occur as soon as practicable and in any event within 14 days of receipt of the request.
- 2.7 At any time, within 28 days after notice of the participant's assessment of their treatment, care and support needs, and irrespective of whether a reassessment has been requested, the participant can apply directly to the expert review panel for review. When an expert review panel application is made, any reassessment process will cease.
- 2.8 The reassessment duration will be added to the relevant time period under section 38(3) of the Act, in relation to the review.

### 3. Form

- 3.1 An application for reassessment must:
  - 3.1.1 be in writing;
  - 3.1.2 include a clear statement that there is disagreement with the assessment or aspects of the assessment; and

## PART 18 – Rules for Disputes about Participant's Treatment Care and Support Needs

- 3.1.3 include reasons why there is disagreement with the LSA's decision. If a treatment or service has not been approved by the LSA and is the subject of the dispute, the participant must outline the reasons as to why the request is necessary and reasonable.
- 3.2 The LSA may request that additional information is provided before the request is reassessed if the reasons for the review are unclear.
- 3.3 The LSA will send a written acknowledgement of the application to the participant within seven days of receipt.

#### **4. Certificate issued by assessor**

- 4.1 The assessor will issue a certificate. The certificate will include written reasons for the decision and will be in the form approved by the LSA.
- 4.2 The LSA will send the certificate to the participant within 14 days of the reassessment.

#### **5. Application to expert review panel**

- 5.1 A request for review can be made by a participant under section 38(3) of the Act.
- 5.2 An application may be made to the LSA for review of an assessment as defined in section 38(1) of the Act in relation to treatment, care and support needs.
- 5.3 The application must:
  - 5.3.1 be in writing on the LSA's "Expert Review Panel Application" form available on the website;
  - 5.3.2 include a clear statement regarding which aspects of the assessment or reassessment are in dispute; and
  - 5.3.3 include clear and detailed reasons why there is disagreement with the LSA's decision. If a treatment or service has not been approved by the LSA and is the subject of the review, the participant must outline the reasons as to why it is 'necessary and reasonable' referring to the consideration factors outlined in Part 4 of these Rules.
- 5.4 An application can only be made after the LSA has notified the participant in writing as to the LSA's assessment of their treatment, care and support needs as certified under section 30(3) of the Act.
- 5.5 An application for the LSA to refer the review under section 38(3) of the Act must be made by the participant within 28 days of receiving the LSA's certificate of assessment.

#### **6. Expert review panel**

- 6.1 An expert review panel consists of between one and three medical experts appointed by the Convenor under Schedule 1 of the Act.

PART 18 – Rules for Disputes about Participant's Treatment Care and Support Needs

6.2 The expert review panel will give a certificate as to its determination setting out the reasons.

6.3 Further information on expert review panels is found in Schedule 1 of the Act

## **PART 19 – Ambulance transportation**

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### **1. Necessary and reasonable ambulance transportation**

- 1.1. The LSA considers treatment, care & support needs for ambulance transportation to be necessary and reasonable when the transportation is:
  - 1.1.1. not otherwise funded by the LSA;
  - 1.1.2. required to provide assistance for a participant to access, enter or be positioned in a vehicle, and the physical assistance required is greater than that expected to be provided by a taxi driver, attendant care worker or family member;
  - 1.1.3. for the purpose of receiving medical or hospital services related to the motor vehicle injury, or for receiving other services to meet the participant's treatment, care and support needs under these Rules; and
  - 1.1.4. the only suitable means of transport for the participant.
- 1.2. The reasonable expenses in relation to the participant's assessed treatment, care and support needs in relation to ambulance transportation will not generally include:
  - 1.2.1. ambulance transportation provided under an existing fee agreement;
  - 1.2.2. attendance-only charges for ambulance services; or
  - 1.2.3. active 'waiting time' for an outpatient driver service, on request from the hospital or facility, unless there is a clinical need for active management or supervision. Active waiting time will only be paid for the time the outpatient driver has provided it for the participant.

### **2. Method of assessment and criteria**

- 2.1. To determine whether a participant's need for ambulance transportation is necessary and reasonable in the circumstances, the following factors are relevant:
  - 2.1.1. the circumstances where the ambulance transportation is required, such as: between hospitals; from a hospital to the participant's residence after a stay in hospital as an in-patient; or for other medical treatment or therapy services;
  - 2.1.2. consideration of whether other services have been provided, such as vehicle modifications, that will eliminate the need for ambulance transportation;
  - 2.1.3. whether supervision for behavioural management is required by an ambulance officer; and
  - 2.1.4. consideration of the period of time for which ambulance transportation is required.



## PART 20 – Dental Treatment

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### 1. Necessary and reasonable dental treatment

- 1.1 The LSA considers treatment, care and support needs in connection with dental treatment to be necessary and reasonable when treatment is provided by a dental practitioner or other specialist (such as an oral and maxillofacial surgeon) registered with the AHPRA (or other appropriate professional body if the participant resides outside Australia) and is:
  - 1.1.1 required as a direct result of the motor vehicle injury;
  - 1.1.2 related to, or caused by, side effects of medications for the motor vehicle injury;
  - 1.1.3 required because of failure to maintain dental health due to treatment following the motor vehicle accident (such as an extended stay in an intensive care unit);
  - 1.1.4 required in addition to the level of pre-injury routine dental treatment (such as oral spasticity requiring more frequent dental treatment by a dental practitioner);
  - 1.1.5 required to ensure that other forms of dental treatment can be provided (such as a participant with traumatic brain injury requiring a general anaesthetic to treat dental caries); or
  - 1.1.6 intended to restore a participant's dentition to a level that is consistent with their pre-injury standard of dental care.
- 1.2 The following dental treatments are not considered necessary and reasonable treatment, care and support needs:
  - 1.2.1 a treatment or service solely for aesthetic purposes, such as teeth whitening;
  - 1.2.2 a treatment or service that is of no clear benefit to a participant; and
  - 1.2.3 repeat treatment required due to a participant's lack of dental hygiene, unless the reason for treatment is assessed as related to the motor vehicle injury (such as cognitive and behavioural issues associated with traumatic brain injury).
- 1.3 The reasonable expenses in relation to the participant's assessed treatment, care and support needs in relation to dental treatment will not generally include:
  - 1.3.1 a treatment or service inconsistent with the participant's pre-injury standard of dental care unless the reason for treatment is assessed as being exacerbated or aggravated by the motor vehicle injury;
  - 1.3.2 a treatment or service where there is no published evidence relating to its safety or effectiveness;
  - 1.3.3 fees associated with non-attendance (unless the reason for non-attendance is beyond the participant's control); and
  - 1.3.4 standard household expenses associated with dental care such as toothbrushes, toothpaste, dental floss and mouthwash.

## **2. Method of assessment and criteria**

- 2.1 Information required by the LSA to assess a participant's treatment, care and support needs for or in connection with dental treatment includes:
  - 2.1.1 information relating to the motor vehicle accident, to establish whether dental injuries may have occurred through direct trauma to the mouth or facial injuries;
  - 2.1.2 information from a medical practitioner as to the likely cause of the presenting dental needs, if the participant has pre- or co-existing medical conditions that may impact on their needs for or in connection with dental treatment;
  - 2.1.3 information from any or all dentists where the participant received treatment prior to their injury;
  - 2.1.4 information about the participant's injury related needs and the ability to perform, or be assisted with, any recommended dental hygiene that the treatment may require.

## **3. Dentures**

- 3.1 Where the participant required dentures prior to the motor vehicle accident, the LSA will replace dentures lost or damaged in the motor vehicle accident, in hospital or inpatient rehabilitation.
- 3.2 The LSA will also modify or replace dentures, following the motor vehicle accident if required as a result of the injuries.

## Part 21 Medical treatment including pharmaceuticals

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### 1. Necessary and reasonable medical treatment

- 1.1 The LSA will pay for necessary and reasonable medical treatment including:
  - 1.1.1 medical and surgical treatment;
  - 1.1.2 pharmaceuticals;
  - 1.1.3 diagnostic tests such as imaging services;
  - 1.1.4 inpatient or outpatient treatment provided by a hospital;
  - 1.1.5 medical treatment, reports, case conferences or other contact with other professionals treating the participant; and
  - 1.1.6 other specialised medical treatment such as assisted fertility treatment and treatment for chronic pain.
- 1.2 The LSA does not pay for:
  - 1.2.1 fees associated with medico-legal reports or any medical reports not requested by the LSA;
  - 1.2.2 additional expenses incurred while receiving inpatient or outpatient medical treatment such as food, magazines, phone line rental and phone calls;
  - 1.2.3 a treatment or service not in accordance with the MBS explanations, definitions, rules and conditions for services provided by medical practitioners, unless otherwise specified by the LSA;
  - 1.2.4 a treatment or service without a MBS code;
  - 1.2.5 a treatment or service where there is no published evidence relating to its safety or effectiveness;
  - 1.2.6 non-attendance fees where a participant failed to attend unless the MBS states otherwise or the reason for non-attendance is beyond the participant's control;
  - 1.2.7 a treatment or service for any other member of the participant's family unless the family member is the recipient of assisted fertility treatment in accordance with Part 21 Rule 5.6 below, or when a family member is receiving counselling services in accordance with Part 6 Rule 2.2; and
  - 1.2.8 a treatment or service that is of no clear benefit to a participant.

### 2. Method of assessment and criteria

- 2.1 Information required by the LSA to assess a participant's treatment, care and support needs in connection with medical treatment may include:

- 2.1.1 information relating to the medical treatment that has an item number in the MBS;
  - 2.1.2 information about pre-existing or co-existing medical conditions;
  - 2.1.3 information from a medical practitioner as to the likely cause of the presenting medical treatment, if the participant has pre- or co-existing medical conditions that may impact on their needs for or in connection with medical treatment or pharmaceuticals;
  - 2.1.4 clinical assessments and reports;
  - 2.1.5 justification for the proposed treatment, including the relationship to the motor accident; necessary and reasonable criteria; and
  - 2.1.6 justification for the treatment process, including any associated medical treatment as part of an overall treatment plan.
- 2.2 The following procedures are to be followed when assessing treatment, care and support needs in connection with medical treatment:
- 2.2.1 the medical treatment must be prescribed by an appropriate specialist or medical practitioner registered with the AHPRA (or other appropriate professional body if the participant resides outside Australia); and
  - 2.2.2 the treatment must be approved by the LSA prior to commencement in all circumstances, unless the treatment is urgent; and
  - 2.2.3 the medical practitioner or specialist is to provide medical services using the AMA item numbers, where there is a corresponding MBS number.

### **3. Necessary and reasonable pharmaceuticals**

- 3.1 The LSA considers necessary and reasonable treatment, care and support needs in connection with pharmaceuticals to include:
- 3.1.1 prescription pharmaceuticals;
  - 3.1.2 over the counter medications;
  - 3.1.3 prescribed vitamins and supplements, including health products such as fibre laxatives or probiotics;
  - 3.1.4 topical skin creams such as sorbolene; and
  - 3.1.5 consumable preparation solutions for a medical procedure.
- 3.2 Bandages, dressings and other wound care items, and consumable items for continence needs, may either be pharmaceuticals or aids and appliances (equipment) under Part 9 of the LSS Rules.
- 3.3 Reasonable expenses in relation to pharmaceuticals will not generally include:
- 3.3.1 expenses that form part of the bed day fee in a hospital or inpatient rehabilitation facility;
  - 3.3.2 shampoo or other items for personal grooming;

- 3.3.3 any other items able to be purchased from a pharmacy such as cosmetics, food and beverages; and
- 3.3.4 any pharmaceuticals that are illegal.

#### **4. Method of assessment and criteria**

- 4.1 Where relevant (3.1.1 above) the LSA requires that pharmaceuticals must be prescribed by an appropriate medical practitioner registered with the AHPRA (or other appropriate professional body if the participant resides outside Australia) and must be provided by an appropriate pharmacist registered with the appropriate professional body (unless the participant resides outside Australia).
- 4.2 The participant's treating medical practitioner may be requested to provide a list of pharmaceuticals related to the motor vehicle injury before the LSA is able to assess a participant's needs for or in connection with pharmaceuticals.

#### **5. Assisted fertility treatment**

- 5.1 The LSA considers necessary and reasonable treatment, care and support needs in connection with fertility treatment when the need for the assisted fertility treatment arises from the motor vehicle injury.
- 5.2 The LSA considers necessary and reasonable treatment, care and support needs in connection with fertility treatment to include:
  - 5.2.1 fertility medication, ovulation induction or assisted insemination;
  - 5.2.2 in-vitro fertilisation (IVF) treatment;
  - 5.2.3 assisted ejaculation or obtaining sperm by other means such as testicular aspiration;
  - 5.2.4 egg and sperm storage (individual circumstances to be considered);
  - 5.2.5 obtaining donor eggs or sperm, including retrieval and storage, in circumstances where a participant is unable to produce viable eggs or sperm because of the motor vehicle injury; and
  - 5.2.6 fertility counselling only as an inclusive component of the assisted fertility intervention for a participant and or their partner.
- 5.3 Necessary and reasonable treatment and care needs in connection with assisted fertility treatment do not include:
  - 5.3.1 surrogacy, whether commercial or altruistic surrogacy;
  - 5.3.2 assisted fertility intervention to address the fertility needs of the participant's partner if these are not the result of the motor vehicle injury;
  - 5.3.3 any treatment or service where there is no objective evidence that the treatment or service is safe and effective;
  - 5.3.4 any treatment or service that is experimental or not consistent with intervention offered to the general community;

- 5.3.5 any treatment or service that is not consistent with the guidelines of the assisted fertility treatment facility that the participant and their partner are attending;
- 5.3.6 any treatment or service that is inconsistent with relevant State or Commonwealth legislation; and
- 5.3.7 any assisted fertility treatment that is elective, or for medical conditions not related to the motor vehicle injury.
- 5.4 The reasonable expenses in relation to the participant's assessed treatment, care and support needs in relation to assisted fertility treatment will not generally include:
  - 5.4.1 the costs of raising a child; and
  - 5.4.2 the costs associated with the pregnancy and birth of the baby conceived through assisted fertility treatment that are not related to the motor vehicle injury, such as obstetrician, hospital, midwife and/or other birthing costs.
- 5.5 The LSA considers necessary and reasonable treatment, care and support needs in connection with fertility treatment to include a reasonable number of IVF treatments per pregnancy attempt, in line with usual practice. The LSA will consider up to 5 stimulated cycles per pregnancy attempt to be necessary and reasonable (in accordance with the relevant annual report of the Australian & New Zealand Assisted Reproduction Database). If over 5 stimulated cycles are required, the LSA will consider the recommendation of the fertility medical specialist in determining whether further treatments are necessary and reasonable.
- 5.6 The LSA will consider it necessary and reasonable for both the participant and the participant's partner to receive assisted fertility treatment, when it is the participant's fertility status that is affected by the motor accident injury.

## **6. Method of assessment and criteria**

- 6.1 Information required by the LSA to assess a participant's treatment, care and support needs in connection with assisted fertility treatment may include:
  - 6.1.1 information about the relationship between the participant's need for fertility treatment and their motor vehicle injury;
  - 6.1.2 the likely permanence of the participant's compromised fertility status;
  - 6.1.3 the nature and extent of treatment that the participant and partner will require;
  - 6.1.4 the anticipated outcome and success rate of the assisted fertility treatment;
  - 6.1.5 information about any other treatment or services that may impact on the proposed treatment; and
  - 6.1.6 any other relevant information relating to the participant's or their partner's fertility.

## PART 22 – Workplace and education facility modifications

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### 1. Background

- 1.1 The Disability Discrimination Act 1992 (Cth) requires employers to make reasonable adjustments for any employee with a disclosed disability, unless that adjustment would cause “unjustifiable hardship” to the employer.
- 1.2 Costs for modifications to educational facilities are the primary responsibility of the education facility.
- 1.3 The reasonable expenses in relation to the participant’s assessed treatment, care and support needs in relation to workplace modifications will not generally include workplace modifications for a participant where LSA has already funded substantial workplace modifications in the past 3 years.

### 2. Modifications to a workplace or education facility

- 2.1 The LSA considers treatment, care and support needs in connection with workplace and education facility modification to be necessary and reasonable only when:
  - 2.1.1 it has been confirmed the proposed modifications are not available under another scheme or legislation, including any reasonable adjustments an employer or education provider may be obliged to make;
  - 2.1.2 an appropriately qualified occupational therapist has recommended the modifications to meet a participant’s injury-related need in a workplace or education facility modifications report; and
  - 2.1.3 the employer or education provider and the building owner (if different) both agree in writing to the modifications.
- 2.2 In relation to workplace modifications (see definition in Part 1 Rule 3.1), these will be necessary and reasonable only if:
  - 2.2.1 the long-term impact of the participant’s motor vehicle injury prevents them from performing their duties within the existing workplace environment without modification to the layout or fittings;
  - 2.2.2 there is an employer who has confirmed in writing they will provide employment for the participant for a minimum period of 3 years;
  - 2.2.3 the workplace modification is the most cost-effective means for enabling the participant to return to work and all other alternatives have been considered; and
  - 2.2.4 a workplace assessment or work options plan has been conducted and the LSA has agreed to support the work goal.
- 2.3 In relation to education facility modifications, these will be necessary and reasonable only if:



- 2.3.1 there is no other funding source and the modifications would not be provided under any other legislation or scheme;
- 2.3.2 the long-term impact of the participant's accident injury prevents them from learning within the existing education facility without modification to the layout or fittings;
- 2.3.3 the education facility modification is the most cost-effective means for enabling the participant to participate in the education activity and all other alternatives have been considered; and
- 2.3.4 for adult learners, the education program has been identified through a work options plan and LSA has agreed to support the work goal.
- 2.4 The following workplace or education facility modifications are not considered necessary and reasonable treatment, care and support needs:
  - 2.4.1 modifications to any workplace or education facility that constitute, are likely to constitute, or will result in, an illegal structure;
  - 2.4.2 modifications that are undertaken without approval from the LSA;
  - 2.4.3 modifications where the owner, body corporate or other responsible authority has not given permission for the modifications and such permission is required;
  - 2.4.4 modifications required because of a condition that existed before the motor vehicle accident or that is not a result of the motor vehicle accident;
  - 2.4.5 modifications that provide no clear injury-related benefit to the participant; and
  - 2.4.6 items that are normal workplace or household items (such as furniture or whitegoods, smoke alarms, surge protectors, towel rails, fans, lights, hot water services, security doors and windows) and are not directly related to the participant's need arising from their motor vehicle injury.
- 2.5 Necessary and reasonable expenses in relation to workplace or education facility modifications will not generally include:
  - 2.5.1 additional costs or other modifications or renovations intended to add value to an existing workplace or education facility and are not related to the participant's motor vehicle injury;
  - 2.5.2 the cost of upgrades of any materials required for workplace or education facility modifications;
  - 2.5.3 any loss of value of any property resulting from any modifications to, or removal of, modifications from the property.

### **3. Method of assessment and criteria**

- 3.1 To determine whether a participant's need for workplace or education facility modifications is necessary and reasonable in the circumstances, the following factors are relevant:
  - 3.1.1 the physical and social environment of the workplace or education facility;



- 3.1.2 the participant's physical, cognitive and behavioural impairments such as impairments to:
  - 3.1.2.1 mobility including type of wheelchair use where relevant
  - 3.1.2.2 arm and/or hand function
  - 3.1.2.3 thermo-regulation
  - 3.1.2.4 bladder and bowel function
  - 3.1.2.5 cognition
  - 3.1.2.6 behaviour;
- 3.1.3 whether any future improvement or change in the above factors is likely;
- 3.1.4 the effects of aids or appliances, including wheelchairs, on the participant's ability to function within their work or education environment.
- 3.2 Information required by the LSA to assess a participant's needs in connection with workplace or education facility modifications may include one or more of the following, relating to:
  - 3.2.1 the safety of the participant, attendant care / support workers and other employees or students;
  - 3.2.2 the ownership of the property;
  - 3.2.3 consents required for modifications with any other parties such as a landlord, body corporate or local council;
  - 3.2.4 the participant's entry and exit to the premises;
  - 3.2.5 the participant's access to all necessary areas;
  - 3.2.6 the cost and extent of the modifications when considered in relation to the likely benefit to the participant and alternative employment options;
  - 3.2.7 the length of time the participant is likely to remain in the education facility;
  - 3.2.8 reasonable adjustments available to timetable and class allocation, for example conducting the participant's classes in ground floor rooms;
  - 3.2.9 the cost and extent of the modifications when considered in relation to the likely benefit to the participant and alternative options for education.

#### **4. Repairs and maintenance to workplace or education facility modifications**

- 4.1 LSA may fund the cost of repairs and maintenance for modifications funded by LSA, which are essential for the participant's access or safety.
- 4.2 LSA may fund the cost of repairs or maintenance proportional to the original costs paid, where the original modification was not fully funded by LSA, for example, where an employer or property owner also contributed to the original cost of the modification.

- 4.3 LSA is unable to fund the cost of repairs and maintenance because of normal wear and tear (such as replacement of bathroom fittings/fixtures), for the upkeep of a workplace or education facility.
- 4.4 LSA is unable to fund the cost of repairs and maintenance when the participant is no longer attending the workplace or education facility.