

Australian Government REPATRIATION COMMISSION VETERANS' ENTITLEMENTS ACT 1986

# **Treatment Principles**

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#### PART 1 — INTRODUCTION

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### **Australian Government**

## **REPATRIATION COMMISSION**

Veterans' Entitlements Act 1986

# Section 90

# Treatment Principles

Instrument No. R8 of 2004

# PART 1 — INTRODUCTION

**1.1.1** The *Treatment Principles*, prepared by the Repatriation Commission under section 90 of the Act, set out the circumstances in which, and conditions subject to which, treatment may be provided for eligible persons under Part V of the Act and are to be read subject to the Act.

**1.1.2** The *Treatment Principles* state the policies under which the Repatriation Commission may provide, or accept financial responsibility for the cost of, treatment for persons eligible under the Act.

**Note:** Consistent with the Act, treatment extends beyond medical treatment and also encompasses social and domestic assistance.

**1.1.3** On 1 January 2005 the Treatment Principles constituted by Instrument No. 5 of 1993 (as amended) are revoked and these *Principles* commence.

## 1.2 Application of Repatriation Private Patient Principles

**1.2.1** The Repatriation Private Patient Principles (the RPPPs), determined by the Commission under section 90A of the Act, apply in all States in which a Repatriation General Hospital has been integrated into the State health system and in those States and Territories in which the Commission has declared that they apply.

**1.2.2** In those States or Territories where the RPPPs apply, a provision of the *Treatment Principles* does not apply if it is inconsistent with the RPPPs.

**1.2.3** Nothing in these Principles is to be taken to require prior approval for admission at a public hospital in any State or Territory in which the RPPPs apply.

#### 1.3 Delegation

1.3.1 The *Commission* may delegate all or any of its powers under the *Principles* (except this power of delegation) in the same manner, and subject to the same conditions, that it may delegate all or any of its powers under the *Act*.

Note: section 213 of the Act sets out the circumstances in which the Commission may delegate its powers.

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#### 1.4 Interpretation

- **1.4.1** In these Principles, unless a contrary intention appears:
- "Act" means the Veterans' Entitlements Act 1986.
- "acute care certificate" means a certificate given by a medical practitioner in similar form to the acute care certificate provided for in section 3B of the *Health Insurance Act 1973* to the extent that the provisions of that section are applicable.
- "approved provider" means a State, Territory or Local Government, or incorporated organisation, or person, that has entered into an arrangement with the *Commission* for the provision of a *Home Care service* (*category A*) or a *Home Care service* (*category B*) or a *limited VHC-type service*, to an *entitled person*, whether by the *approved provider* or a *sub-contractor* engaged by it.
- "attendant care" means assistance with essential daily activities, such as bathing, dressing and eating.
- **"Board of Management"** means the group of representatives from the Departments of Defence and Veterans' Affairs and from the University of Queensland, responsible for the management of the *Centre for Military and Veterans' Health*.
- "**carer**" means a person who provides ongoing care, attention and support for a severely incapacitated or frail person to enable that person to continue to reside in his or her home, and is not limited to a person who is receiving a carer service pension.
- "Centre for Military and Veterans' Health" means the entity in the University of Queensland, Herston Campus, operated by the *Board of Management*.
- "CMVH treatment" means action taken with a view to maintaining an *entitled veteran* in physical or mental health and includes:
  - (a) training members of the Defence Force in the health care disciplines that could benefit the health of an *entitled veteran*;
  - (b) conducting research into injuries or diseases suffered by members of the Defence Force or into the state of health generally of such members with the resulting knowledge being applied to the benefit of the health of an *entitled veteran*;
  - (c) improving communication on health care matters between members of the Defence Force who are staff-managers and an *entitled veteran*; and
  - (d) conducting health-care policy research with the outcomes of that research being applied to the benefit of the health of an *entitled veteran*.

Note (1): under subsection 80(1) of the *Act* treatment can be action taken with a view to <u>maintaining</u> a person in physical or mental health.

Note (2): the terms "member", "Defence Force", "member of the Defence Force", are defined in the *Act*.

"Commission" means the Repatriation Commission.

"**Commission-funded treatment**" means treatment for which the Commission may accept financial responsibility.

**Note**: although the Commission may accept financial responsibility for treatment, actual payment for that treatment is made by the Commonwealth.

"community nursing services" means the community nursing services provided to an *entitled person*, in respect of which the *Commission* will accept financial responsibility for under Part 7 of the *Principles*.

"community nursing provider" means a *health provider* that has a contract with the *Commission* and, or, the *Department*, to provide *community nursing services* to *entitled persons*.

"community patient" means a person for whom treatment is provided under sections 87 or 88 of the Act.

- **"community services"** means services provided by Commonwealth, State, Territory or local government authorities or agencies (other than the Department of Veterans' Affairs or the Repatriation Commission) and other community agencies (whether or not funded in whole or in part by a government).
- **"compensable patient"** means a person who has established, or is likely to establish, an entitlement to damages or compensation from, or has commenced an action for damages against, another party that is not a registered health insurance organisation or a friendly society, for treatment of an injury, disease or other medical condition.
- "contracted private hospital" means a private hospital with which the Commission has entered into arrangements for the care and welfare of eligible persons.
- "convalescent admission" means a short period of medically prescribed convalescence for a entitled person who is recovering from an acute illness or an operation.
- "co payment" means an amount of money an *approved provider* or a *sub-contractor* is permitted to charge an *entitled person*, pursuant to an arrangement between the *approved provider* and the *Commission*, in respect of a *Home Care service (category A)*.
- "**country area**" means that part of the State outside the metropolitan area of the capital city of that State, determined by the Commission to be a country area under paragraph 80(2)(b) of the Act.
- "dental prosthetist" means a person, however described, authorised under a law of a State or a Territory, to carry out the work of dental prosthetics without a written work order from a dentist or other person who may lawfully give a written work order for that purpose.
- "dental schedules" means the documents known as Dental Schedules A, B and C and the Dental Prosthetist Schedule that:
  - (a) list the dental services provided or arranged by the Commission; and either
  - (b) are prepared by the Commission under paragraph 5.2.1; or
  - (c) are deemed, by paragraph 1.5.2, to have been in force on 1 June 1993.

"dental specialist" means a qualified dental practitioner who:

- (a) is registered with a Dental Board of the State or Territory in which he or she practises; and
- (b) has obtained an appropriate higher qualification; and
- (c) has been recognised as a specialist in the particular field by:
  - (i) a Dental Board of the State or Territory in which he or she practises, where the Dental Board of the State or Territory has available a mechanism for such recognition; or
  - (ii) another appropriate body mutually agreed in advance with the Australian Dental Association Incorporated.

"Department" means the Commonwealth as represented by the Department of Veterans' Affairs.

- **"Department of Health"** means the Commonwealth Department of State, however named, that from time to time is responsible for the administration of the *National Health Act 1953* and the *Aged Care Act 1997*.
- "**determined condition**" means any injury, disease, condition, or symptom of a condition (whether the condition is identifiable or not) that may be treated under and subject to these Principles, pursuant to, and subject to, a determination under section 88A of the Act.
- "determined residential care condition" means a determined condition in respect of which Commissionfunded treatment is available <u>solely</u> by reason of the Determination No.20/2000 made under section 88A of the Act.

**Note**: Determination No.20/2000 extends Commission-funded residential care to a non-war caused etc condition of veterans with a White Card ("the determined condition"). Unless that determined condition attracts other Commission-funded treatment pursuant to another determination under section 88A of the Act, it may receive Commission-funded residential care only and not Commission-funded medical treatment or dental treatment etc.

"Domestic Assistance" means the service under the Veterans' Home Care Program consisting of:

- (a) assistance with domestic chores, including assistance with cleaning, dishwashing, clothes washing and ironing, shopping and bill paying; and
- (b) help with meal preparation where this is not the primary focus of the occasion of the service; and
- (c) in remote areas, activities such as collecting firewood.

"elective surgery" means any non-urgent surgical procedure performed for diagnostic or therapeutic purposes.

- "eligible person" means a person who is eligible for treatment under section 53, 85, 86, 87, 88 or, subject to the terms of any determination under section 88A of the Act, section 88A of the Act.
- "emergency" means a situation where a person requires immediate treatment in circumstances where there is serious threat to the person's life or health.

"emergency short term home relief" means care provided to an *entitled person* in his or her *home* on the following conditions:

- (a) the person or the person's carer is unable to provide care due to sudden and unforeseen circumstances; and
- (b) the period for which the care is provided does not exceed 72 hours (episode) per emergency except that, if the *entitled person* requires further care within 24 hours after the end of the previous episode in an emergency, and obtains prior approval, a further episode of care (up to 72 hours) may be provided in that emergency; and
- (c) the cumulative period of the care provided to the *entitled person* did not exceed 216 hours in a Financial year.

Note (1): *emergency short term home relief* is not relevant to the calculation of residential care amounts for *residential care* or *residential care* (*respite*).

"entitled person" means a person who is:

- (a) an entitled veteran; or
- (b) an entitled widow; or

- (c) an entitled widower; or
- (d) a child eligible for treatment under section 86 of the Act, but not a child who is eligible only under sub-section 86(5) of the Act;or
- (e) subject to the terms of any determination under section 88A of the *Act*, a former child of a *veteran* who is eligible for treatment in accordance with a determination under section 88A of the *Act*; or

Note (1): "child" under the *Act* has a different meaning to its normal meaning and means a person who has not turned 16 or, in the case of a child receiving full-time education, has not turned 25. Accordingly a child of a veteran ceases to be a child of the veteran upon turning 16 or 25, as the case may be. The child is, therefore, a <u>former</u> child of the veteran.

Note (2): this paragraph is relevant to the provision of *limited VHC-type services* to former children of veterans receiving the Veterans' Home Care services of *Domestic Assistance* and *Home and Garden Maintenance*. See also Determination 7/2001.

(f) subject to the terms of any determination under section 88A of the *Act*, a dependant of a *veteran* who is the partner of the *veteran*.

Note: this paragraph is relevant to the provision of *limited VHC-type services* to partners of *entitled veterans* receiving the Veterans' Home Care services of *Domestic Assistance* and *Home and Garden Maintenance*. See also Determination 7/2001.

#### "entitled veteran" means:

- (a) a person who is eligible for treatment under section 85 of the Act, but not a person who is eligible only under subsection 85(9) of the Act; or
- (b) subject to the terms of any determination under section 88A of the Act, a *veteran* who is eligible for treatment in accordance with a determination under section 88A of the Act.
- **Note 1**: subsection 85(9) concerns Vietnam veterans requiring urgent treatment for any disease or injury, whether war-caused or not. See also principle 2.5.
- **Note 2:** section 88A of the Act enables the Commission to determine a class of veterans to be eligible for specified treatment.

"entitled widow" or "entitled widower" means a person who is eligible for treatment under subsection 86(1) or 86(2) of the Act or, subject to the terms of any determination under section 88A of the *Act*, a person who is a widow or widower who is eligible for treatment in accordance with a determination under section 88A of the *Act*.

Note: section 88A of the *Act* enables the Commission to determine a class of veterans, or current or former dependants of veterans, to be eligible for specified treatment.

"episode of care" means services provided to a patient by a health provider that:

- (a) have been detailed in a patient care plan;
- (b) are characterised by continuity of treatment or provision of service;

and an episode of care arises:

- (c) every time a service provider sees a new patient; or
- (d) where a service provider has not seen a patient for some time and therefore no continuity of service can be provided, and the original patient care plan is no longer applicable or appropriate.

"exceptional case process" means the process whereby the *Commission* may accept financial liability for *community nursing services* provided to an *entitled person* who, due to dependency or complex needs, requires *community nursing services* which, in the opinion of the *Commission*, fall significantly outside those referred to in any arrangement between the *Commission* and a *community nursing provider*.

Note: paragraph 3.5.1 (after paragraph (f)) enables the *Commission*, in exceptional circumstances to, among other things, accept financial liability for fees higher than those set out in an arrangement.

**"excluded service"** means a service within the scope of the Home and Community care Program time, that is commonly known as:

- (a) domestic assistance or personal care; or
- (b) home maintenance; or
- (c) respite care.

Note (1): for the purposes of this definition, "respite care" does not include centre-based day care (also called "day centre respite" or adult day activity centres").

Note (2): the intention is that Home Care services categories A and B are mutually exclusive.

# "exempt amount" means an amount of money not payable by an *entitled person* in respect of any *Home Care service (category A)* provided to the *entitled person* by an *approved provider*, because the *entitled person* is an *exempt entitled person*.

#### "exempt entitled person" means, in relation to the provision of any *Home Care service (category A)* to an *entitled person*, an *entitled person* who:

(a) has a dependent child; or

Note: dependent child is defined in the *Act* as having the same meaning as in the Social Security Act. Note also that under the *Acts Interpretation Act 1901* the singular includes the plural meaning a person can have more than one dependent child.

(b) is a person to whom section 52Y of the Act applies; or

Note: the application of section 52Y to a person means the person avoids severe financial hardship.

(c) is in receipt of an *income support payment* at the maximum rate and does not earn, derive or receive *ordinary income* exceeding \$40 per fortnight; or

(d) in the opinion of the *Commission*, could suffer severe hardship if the person was to make a payment in respect of the service.

Note: the *Commission* may allow exemption from payment for a period or until the occurrence of an event.

- "Gold Card" means the identification card described as the Repatriation Health Card For All Conditions and provided to a person who is eligible under the Act for treatment, subject to these Principles, for all injuries or diseases.
- "Health Insurance Commission" means the Health Insurance Commission established under the *Health* Insurance Commission Act 1973.

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"health provider' means a person who provides treatment services.

"high level of residential care" has the meaning given in clause 1 of Schedule 1 to the Aged Care Act 1997.

Note: Clause 1 of Schedule 1 to the *Aged Care Act 1997* provides that: **'high level of residential care'** means a level of residential care corresponding to a classification level applicable to residential care (other than a classification level applicable only to respite care) that is not lower than the mid-point of all such classification levels that could apply to residential care.

The phrases 'classification level' and 'respite care' used in this definition are also defined in the *Aged Care Act 1997*.

This definition does not exclude entitled persons in respite care or convalescent care.

"home" includes:

- (a) the premises, or part of the premises, where the person normally resides; or
- (b) a share house where the person normally resides;

but does not include:

- (c) a hospital; or
- (d) the premises where the person is receiving residential care.

Note: **'residential care'** is also defined in paragraph 1.4.1.".

- "Home and Community Care Program service" means a service of Home and Community Care provided under the auspices of the *Home and Community Care Act 1985*.
- "Home and Garden Maintenance" means the service, under the *Veterans' Home Care Program*, of maintaining the home, garden or yard of an *entitled person*, and includes:
  - (a) assistance with minor maintenance and minor repair of the home (e.g changing light bulbs, minor carpentry, minor painting, replacing tap washers, but not the supply of replacement items), garden or yard to keep the home, garden or yard safe and habitable;
  - (b) lawn mowing;

but does not mean:

- (c) tree felling or tree removing or other major tasks related to a garden or yard;
- (d) provision of materials.

Note: recipients of Veterans' Home Care services will be expected to supply materials used in home maintenance, eg replacement light bulbs and tap washers. Service providers will be required to provide any equipment needed, eg garden tools.

#### "Home Care service (category A)" means the provision of *Domestic Assistance*, *Personal Care*, *Home and Garden Maintenance* or *Respite Care* to an *entitled person* pursuant to the *Veterans' Home Care Program*.

"Home Care service (category B)" means the provision of treatment, pursuant to the Veterans' Home Care Program, that would satisfy the description of a service within the scope of the Home and Community Care Program established under the Home and Community Care Act 1985, as amended from time to time, but does not mean the provision of treatment, pursuant to the Veterans' Home Care Program, that would satisfy the description of an excluded service. "income support payment" has the same meaning it has in the *Social Security Act 1991*, save that it includes an income support supplement under the *Act*.

Note: As at 1 January 2001 income support payments were:(a) a social security benefit; (b) a job search allowance; (c) a social security pension; (d) a youth training allowance; (e) a service pension.

**"in-home respite"** means care provided to a person in his or her own home for a maximum of 196 hours in a Financial year to provide rest or relief from the role of caring:

- (a) to the person; or
- (b) to the person's carer.

Note: *in-home respite* is not relevant to the calculation of *residential care amounts* for *residential care* or *residential care (respite)*.

"inpatient" means a person formally admitted for treatment by a hospital.

- "Level A attendance" means a medical attendance described in an item in Level A, Group A1, Schedule of Services, Category 1-Professional Attendances, General Medical Services, of the *Medical Benefits Schedule*.
- "limited VHC-type service" means a service identical to *Domestic Assistance* or *Home and Garden Maintenance*, provided, or to be provided, by an *approved provider* to a person eligible to receive a limited VHC-type service.

Note: eligibility for a limited VHC-type service is conferred by express provisions in Part V of the Act (treatment for certain dependants) or by Determination 7/2001 made under paragraph 88A(1)(b) of theAct (treatment for dependants not eligible for treatment under express provisions in Part V). In general, where an entitled veteran or an entitled widow (er) dies and immediately before his/her death the veteran/widow(er) was receiving *Domestic Assistance* or *Home and Garden Maintenance*, or both, then a widow/widower of the deceased veteran or a child or former child of the entitled widow (er) is eligible for a limited VHC-type service ie. a service <u>like *Domestic Assistance*</u> and/or *Home and Garden Maintenance*. Other categories of dependants of veterans are also entitled to limited VHC-type services.

"LMO" means a *medical practitioner* who has a written agreement (that has not expired or been terminated) with the *Commission* or the *Department* (on behalf of the Commission) whereby the practitioner has agreed to provide treatment to *entitled persons* and charge the *Commission*, the *Department* or the *Health Insurance Commission* for the treatment instead of the *entitled person*.

"low level of residential care" means a level of residential care that is not a high level of residential care.

"Medicare benefit", in relation to a medical attendance or medical procedure, means the benefit payable in respect of that attendance or procedure under Part II of the *Health Insurance Act 1973*.

"medical practitioner" has the same meaning as "medical practitioner" has in the Health Insurance Act 1973.

"medical specialist" means a medical practitioner who is recognised as a consultant physician or as a specialist, in the appropriate specialty, for the purposes of the *Health Insurance Act 1973*.

"Medicare Benefits Schedule" means:

(a) Schedule 1 to the *Health Insurance Act 1973* as substituted by regulations made under subsection 4(2) of that Act; and

- (b) Schedule 1A to the *Health Insurance Act 1973* as substituted by regulations made under subsection 4(2) of that Act; and
- (c) the table of diagnostic imaging services prescribed under subsection 4AA(1) of that Act as in force from time to time.

"minor procedure" means a surgical procedure that:

- (a) does not involve hospitalisation or theatre fees; and
- (b) is of a type that is undertaken routinely in doctors' and specialists' rooms; and
- (c) does not require general anaesthesia; and
- (d) is not undertaken in a private day facility centre.
- "ordinary income" has the same meaning it has under the definition of "ordinary income" in the "Social Security Act 1991" including where terms in that meaning are further defined save that "ordinary income" does not include a payment of Income support supplement.

Note: Income support supplement is described in Part IIIA of the Veterans' Entitlements Act 1986.

- "other GP" means a *medical practitioner* who provides treatment to an *entitled person* otherwise than under a written contract with the *Commission* or the *Department* (on behalf of the Commission) and who does not, directly or indirectly, impose any charge on the entitled person in relation to that treatment but instead charges the *Commission*, the *Department* or the *Health Insurance Commission* for the treatment.
- "outpatient service" means a health service or procedure provided by a hospital but not involving admission to the hospital.
- "**patient care plan**" means a document that is completed by a health provider who provides a service to a patient and that contains details of:
  - (a) the patient's medical history;
  - (b) the injury or disease in respect of which the service is to be provided;
  - (c) the proposed management of the injury or disease; and
  - (d) an estimation of the duration and frequency of the service to be provided.

"**Personal Care**" means the service under the *Veterans' Home Care Program* consisting of assistance with daily self care tasks, such as eating, bathing, toileting, dressing, grooming, getting in and out of bed, and moving about the house.

"PBS" means the Pharmaceutical Benefits Scheme authorised under the National Health Act 1953.

"physiotherapy" includes hydrotherapy.

"Principles" means the Treatment Principles constituted by Instrument No. R8 of 2004.

- "**prior approval**" means that approval for the assumption by the Commission of the whole, or partial, financial responsibility for certain treatment must be given by the Commission before that treatment is commenced or undertaken.
- "prisoner of war" includes a person who, as a civilian, was detained by the enemy during World War 2 but being a civilian within the meaning of "eligible civilian" in the *Act*.

"private hospital" means premises that have been declared specifically as private hospitals for the purposes of the *Health Insurance Act 1973*.

"proscribed amount" means, in relation to the Veterans' Home Care Program:

(a) subject to paragraph (b), an amount of money that if paid by an *entitled person* would mean the *entitled person* has paid in respect of a *Home Care service (category A)* comprised of *Domestic Assistance* provided to that *entitled person* by any *approved provider* or by any *sub-contractor* during a *week* or part thereof, an amount exceeding \$5;

**Note**: for the purpose of ascertaining if an amount of money is a proscribed amount where the amount demanded, received or assigned is in respect of a service (s) provided during two or more weeks, without the service (s) being related to the particular week in which the service(s) was delivered, the amount shall be apportioned pro rata to those weeks.

(aa) subject to paragraph (b), an amount of money that if paid by an *entitled person* would mean the *entitled person* has paid in respect of a *Home Care service (category A)* comprised of *Home and Garden Maintenance*, provided to that *entitled person* by any *approved provider* or by any *sub-contractor* during the relevant period referred to in paragraph 7.3A.3 (2) of the *Principles*, an amount exceeding \$75;

Note (1): the "relevant period" is a period of 12 months. Note (2): under paragraph 7.3A.8(a) of the Principles, an entitled person cannot be charged more than \$5 per hour of service.

(b) an amount of money that if paid by an *entitled person* receiving a *Home Care service* (*category A*) that was similar to a *Home and Community Care Program service* provided to the person immediately before 1 January 2001 would mean the *entitled person* has paid in respect of the *Home Care service (category A)* provided to that *entitled person* by any *approved provider* or by any *sub-contractor*, an amount exceeding the maximum amount the person could have been required to pay over a particular period in respect of the *Home and Community Care Program service* formerly provided to the person that was similar to the *Home Care service (category A)* provided to the person that was similar to the *Home Care service (category A)* provided to the person that was similar to the *Home Care service (category A)* provided to the *entitled person*;

**Note**: for the purpose of ascertaining if an amount of money is a proscribed amount where the amount demanded, received or assigned is in respect of a service (s) provided during two or more weeks, without the service (s) being related to the particular week in which the service(s) was delivered, the amount shall be apportioned pro rata to those weeks.

(c) subject to paragraph (b), an amount of money that if paid by an *entitled person* would mean the *entitled person* has paid, in respect of a *Home Care service (category A)* comprised of *Personal Care* provided to that *entitled person* by any *approved provider* or by any *subcontractor* during a *week* or part thereof, an amount exceeding \$10;

**Note**: for the purpose of ascertaining if an amount of money is a proscribed amount where the amount demanded, received or assigned is in respect of a service (s) provided during two or more weeks, without the service (s) being related to the particular week in which the service(s) was delivered, the amount shall be apportioned pro rata to those weeks.

(d) an amount of money in respect of *Respite Care* provided, or to be provided, by an *approved provider* or by a *subcontractor*, to an *entitled person*;

**Note**: the intention is that any amount charged for *Respite Care* is a proscribed amount regardless of whether it would or would not exceed \$5 per hour of service.

(e) an amount of money in respect of a *Home Care service (category A)* provided or to be provided to an *entitled person* that was a similar service to a *Home and Community Care* 

*Program service* the *entitled person* received immediately before 1 January 2001 and in respect of which the *entitled person* had not been required to pay a charge;

**Note**: the intention is that any amount charged for a service similar to a free former *Home and Community Care Program service* previously received is a proscribed amount regardless of whether it would or would not exceed \$5 per hour of service.

(f) an amount of money, in respect of a *Home Care service (category A)* provided or to be provided to an *entitled person* that was a similar service to a *Home and Community Care Program service* the *entitled person* received immediately before 1 January 2001, <u>that exceeds</u> any amount of money the *entitled person* had been required to pay in respect of the *Home and Community Care Program service*;

**Note:** It is the intention that any amount charged for a service similar to a *Home and Community Care Program service* previously received that is over and above the amount the *entitled person* previously paid in respect of the *Home and Community Care Program service* is a proscribed amount notwithstanding that the sum of the amounts that could and could not be charged did not exceed \$5 per hour of service. The limitation on the maximum amount a person could be required to pay in (a), (aa) and (b) above applies to this situation (maximum amount payable over a period).

#### (g) an *exempt amount*;

**Note**: the intention is that an exempt amount remains a proscribed amount and therefore not chargeable notwithstanding it would or would not exceed \$5 per hour of service.

"provision of a Home Care service (category A) to an entitled person by an approved provider" includes the situation where an *approved provider* engages a *sub-contractor* to provide a *Home Care service* (category A) to an entitled person.

"provision of a Home Care service (category B) to an entitled person by the *Commission*" includes the situation where the *Commission* engages a *sub-contractor* to provide a *Home Care service* (category B) to an entitled person.

"public hospital" has the same meaning as "recognized hospital" as defined in the Health Insurance Act 1973.

Note: Section 3 of the *Health Insurance Act 1973* defines "recognized hospital" in terms of hospitals recognized for the purposes of the Medicare agreement, or hospitals declared by the Minister who administers the *Health Insurance Act 1973* to be recognized hospitals.

"**Repatriation Pharmaceutical Benefits Card**" means the identification card entitled 'Repatriation Pharmaceutical Benefits Card' which is provided to a person pursuant to a determination under section 93X of the *Act* and which entitles the person to pharmaceutical benefits in accordance with the *Repatriation Pharmaceutical Benefits Scheme*.

Note: Part VA of the Act extends pharmaceutical benefits to eligible Commonwealth veterans, eligible allied veterans and to eligible allied mariners.

**"Repatriation Pharmaceutical Benefits Scheme"** means Part I of the Scheme made under section 91 of the Act.

"**residential care**" means personal care or nursing care, or both personal care and nursing care, that is provided to a person in a residential care facility in which the person is also provided with:

- (a) meals and cleaning services; and
- (b) appropriate staffing, furnishings, furniture and equipment for the provision of that care and accommodation;

but does not include any of the following:

- (c) care provided to a person in the person's private home; or
- (d) care provided in a hospital or psychiatric facility; or
- (e) care provided in a residential facility that primarily provides care to people who are not frail and aged.

#### "residential care amount" means:

- (a) in relation to an *entitled person* in a hospital an amount determined under the *Health Insurance Act 1973* to be the resident contribution applicable under that Act to a nursing-home-type patient of that hospital; or
- (b) in relation to an *entitled person* (including a former *prisoner of war* or a person awarded the Victoria Cross) who is receiving, or received, *residential care* — an amount equivalent to the maximum daily amount of resident fees worked out under Division 58 of the *Aged Care Act 1997*.

Note: **'maximum daily amount of resident fees'** is worked out under section 58-2 of the *Aged Care Act 1997*.

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- "residential care (respite)" means *residential care* provided as *respite* and includes *residential care* (28 day *respite*).
- "residential care (28 day respite)" means *residential care* provided as *respite* for up to 28 days in a Financial year pursuant to the *Veterans' Home Care Program*.
- "**residential care subsidy**" means an amount worked out under Chapter 3 of the *Aged Care Act 1997* that is payable by the Commonwealth in respect of an entitled person's residential care according to the classification level determined under Part 2.4 of that Act.
- "respite" means a rest, break or relief for a person's carer or a person caring for himself or herself, from the role of caring.
- "Respite Care" means the service under the Veterans' Home Care Program consisting of in-home respite, residential care (28 day respite) or emergency short term home relief.

Note: by virtue of Determination 4/2001 made under section 88A of the *Act*, *"Respite Care"* may be applied in respect of all conditions of a white-card holder - not just for war-caused conditions.

**"respite admission"** means the admission of an entitled person to an institution to provide rest or relief for that person's carer, or admission to an institution of an entitled person caring for himself or herself.

"revoked Treatment Principles" means the Treatment Principles Instrument No. 5 of 1993.

- "**Rural Enhancement Scheme**" means the scheme established by the *Commission* under subsection 84(1) of the *Act*, in consultation with the Australian Medical Association Ltd, and which has the following features:
  - (a) *LMOs* who provide medical services (services) to *entitled persons* under the *Rural Enhancement Scheme* (Scheme) receive higher payments (as set out in the *Principles*) from the *Department* for those services than they would receive if the services were not provided under the Scheme;
  - (b) the Scheme only applies to *LMOs* who provide medical services to *entitled persons* at certain rural public hospitals (identified rural hospitals);
  - (c) an identified rural hospital is a hospital at which a medical practitioner may provide a medical service (service) to the public and receive from the state or territory government that, respectively, administers the state or territory in which the hospital is located, an extra amount (extra amount) for that service.
  - (d) the extra amount is an amount representing the difference between the amount the State or Territory actually pays the medical practitioner for the service and the fee for the service listed in the *Medicare Benefits Schedule*.

Note: as at 1 January 2005 the Rural Enhancement Scheme only operated in NSW, Vic, SA and WA.

- "**RPPPs**" means the Repatriation Private Patient Principles determined by the Commission under section 90A of the Act.
- **"Schedule of Prescribable Items"** means the schedule prepared by the Commission under paragraph 7.4.1 that lists the products that may be supplied under these Principles by optometrists and other optical dispensers.
- "sub-contractor" means, in relation to the Veterans' Home Care Program, a State, Territory or Local Government, or incorporated organisation, or person, engaged by an approved provider or the Commission to provide a Home Care service (category A) or a Home Care service (category B), respectively, to an entitled person.

"veteran" has the same meaning as it has in sections 80 and 81 of the Act.

**Note:** In sections 80 and 81 of the Act, "veteran" means a person:

- (a) who is, because of section 7 of the Act, taken to have rendered eligible war service; or
- (b) in respect of whom a pension is, or pensions are, payable under subsection 13(6) of the Act, other than a person who is a veteran under paragraph (a) by reason only that the person rendered service as a member of the Forces of a Commonwealth country of a kind described in paragraphs 6(1)(f) or (g) of the Act and was not domiciled in Australia or an external Territory immediately before the person's appointment or enlistment in those forces. Section 81 of the Act provides that "veteran" is also to be read as a reference to a

"member of the Forces" or a "member of a Peacekeeping Force" as defined in subsection 68(1) of the Act.

#### "Veterans' Access Payment" means:

- (a) an amount of \$4.00 payable by the *Department* to an *LMO* for a medical service (other than a *Level A attendance*) provided by the *LMO* to an *entitled person* where that service is provided pursuant to the *LMO*'s arrangement with the *Commission*; or
- (b) an amount of \$5.50 payable by the *Department* to an *LMO* for a medical service that is a *Level A attendance* provided by an *LMO* to an *entitled person* where that service is provided pursuant to the *LMO*'s arrangement with the *Commission*;

being an amount in addition to any amount otherwise payable by the *Department* to an *LMO* for a medical service provided to an *entitled person* by the *LMO* pursuant to the *LMO's* arrangement with the *Commission*.

- "Veterans' Home Care Program" means the treatment program under which the *Commission* ensures the provision of care and assistance services to *entitled persons* who are frail, or who have disabilities, with the aim of maintaining the independence of those people, allowing them to remain in their own home for as long as possible, and reducing avoidable illness and injury, and includes the Determination 13/2000 and *Principles* made under section 90 of the *Act* and the arrangements in support thereof.
- "VHC assessment agency" means a person to whom the *Commission* has delegated its power to assess whether a person needs a *Home Care service (category A)*, or a *Home Care service (category B)*, under the *Veterans' Home Care Program*.

Note: as at 19 June 2003 paragraph 7.3A.1(1) empowered the *Commission* to make assessments for the *Veterans' Home Care Program*.

- **"Vietnam veteran"** means a veteran who, while a member of the Defence Force, rendered continuous full-time service outside Australia in the area described in item 4 or 8 of Schedule 2 (in column 1) to the Act while that area was an operational area, whether or not the veteran rendered that service:
  - (a) as a member of a unit of the Defence Force that was allotted for duty; or
  - (b) as a person who was allotted for duty.

"war-caused" is to be read as including "defence-caused" by force of section 81 of the Act.

"week" means the period from Sunday to Saturday, inclusive.

- "White Card" means the identification card described as the Repatriation Health Card For Specific Conditions and provided to a person who is eligible under the Act for treatment, subject to these Principles and any determination under section 88A of the Act, of one or more of the following conditions:
  - (a) *war-caused* injury;
  - (b) *war-caused* disease;
  - (c) malignant neoplasia;
  - (d) pulmonary tuberculosis;
  - (e) post traumatic stress disorder;
  - (f) a *determined condition* (other than an unidentifiable condition);

and also means a written authorisation issued on behalf of the Commission under subparagraph 2.1.1(a)(iii) and provided to a person who is eligible under the Act for treatment, subject to these Principles and any determination under section 88A of the Act, of the following condition:

(g) unidentifiable condition.

Note: an "unidentifiable condition" is governed by Determination 19/2000

**1.4.2** In the *Treatment Principles*, if a Note follows a principle, paragraph or subparagraph, the Note is taken to be part of that principle, paragraph or subparagraph, as the case may be.

## PART 2 — ELIGIBILITY FOR TREATMENT

#### 2.1 Treatment for eligible persons in Australia

- 2.1.1 Subject to these Principles, the Commission may provide or arrange for treatment in Australia of:
  - (a) entitled persons who have been issued with:
    - (i) a Gold Card;or
    - (ii) a White Card; or
    - (iii) a written authorisation issued on behalf of the Commission; and
  - (b) Vietnam veterans and their dependants, who are not otherwise eligible, and who are certified by a medical practitioner as requiring urgent hospital treatment for an injury or disease.

Note: See Principle 2.5 in relation to urgent treatment for Vietnam veterans and their dependants.

#### 2.2 Treatment for entitled persons residing or travelling overseas

**2.2.1** Subject to these Principles, the Commission will accept financial responsibility for the treatment overseas of war-caused injuries or diseases only for:

- (a) a veteran who is resident overseas; or
- (b) a veteran who is travelling overseas.

**2.2.2** Except where the Commission decides otherwise, the Commission will not accept financial responsibility under paragraph 2.2.1 for costs incurred in the treatment of a war-caused injury or disease while a veteran is temporarily absent from Australia unless, prior to departure, an office of the Department has been notified of the veteran's intention to travel.

**2.2.3** Except in an emergency, financial responsibility under paragraph 2.2.1 will be limited to:

- (a) except in the cases of *residential care* or *residential care (respite)*, the cost of treatment provided in accordance with the mode and duration that would have been provided or arranged, under these Principles, in Australia; or
- (b) except in the cases of *residential care* or *residential care (respite)*, the cost of treatment provided by a health authority or facility nominated by the Commission; or
- (c) in the case of *residential care* or *residential care (respite)* provided for a period to a *veteran*, whether provided in an emergency or not the lesser of:
  - (i) the amount charged the veteran; or
  - (ii) the amount of *residential care subsidy* (at classification level 1 for *residential care* or at classification level 3 for *residential care (respite)*) and the *residential care amount* (if any) that would have been accepted by the *Commission* in respect of the veteran if the veteran had received *residential care* or *residential care (respite)*, as the case may be, at the classification level 1 or the classification level 3, respectively, for the same period in Australia;or

#### PART 2 — ELIGIBILITY FOR TREATMENT

Note (1): A "veteran" includes a former POW. In most, but not all cases, the *Commission* accepts liability for the *residential care amount* for former POWs receiving *residential care* or *residential care* (*respite*) but, in the case of *entitled persons* other than former POWs, who receive *residential care (respite)*, the *Commission* only accepts liability for the *residential care amount* for up to 28 days in a Financial year and in the case of *residential care* being provided to such persons, does not accept liability for any *residential care amount*.

**Note (2):** Subject to the *Principles*, the *Commission* will not accept financial responsibility for medical or allied-health treatment applied to the "non-war caused conditions" (i.e non-accepted conditions) of the holder of a Gold Card or White Card residing or travelling overseas.

**Note (3):** "classification level 1" and "classification level 3" mean "residential care classification level 1"and "residential care classification level 3", respectively, under the *Aged Care Act 1997*. By virtue of Part 10 of the *Principles* the *Commission*, in the first instance, rather than the Commonwealth, accepts financial responsibility for the provision of *residential care* and *residential care (respite)* under the *Aged Care Act 1997* to *entitled persons* (the veteran community).

**Note (4):** the "*residential care amount*", also commonly known as the "basic daily care fee" or "resident fee", is the amount to be worked out under section 58-3, or the amount to be worked out under subsection 58-4(1), of the *Aged Care Act 1997* as amended from time to time, depending on which of those provisions applied to the circumstances of the veteran.

(d) in the case of *residential care (respite)*, the cost of that care (as worked out under paragraph (c)) for only a maximum of 63 days in any Financial year.

Note (1):the intention is that the *Commission* will not accept any further financial responsibility for "a *respite admission*" in a Financial year where in that year the person had already spent 63 days in *residential care* as a *respite admission*.

Note (2): for the purpose of calculating the number of days spent by a veteran in *residential care* (*respite*) in a Financial year, any day spent in *residential care* (*respite*) in Australia in that year is also to be taken into account.

**2.2.5** Notwithstanding paragraphs 2.2.2 or 2.2.3, the Commission will not be responsible for treatment costs incurred by any person who travels overseas from Australia where a significant reason for that travel is to obtain treatment or rehabilitation appliances.

**2.2.6** Subject to these Principles, the Commission will accept financial responsibility for the treatment of an entitled widow who is resident overseas if her husband had been awarded the Victoria Cross.

**2.2.7** Subject to these Principles, the Commission will accept financial responsibility for the treatment of entitled persons who were residing in Papua New Guinea at the date of independence (16 September 1975) and who have continued to reside there.

**Note:** Travelling to, or taking up, residence in Papua New Guinea after the date of independence is regarded as travelling to or residing in a foreign country.

#### No Overseas Veterans' Home Care or HomeFront

**2.2.8** The *Commission* will not accept financial liability for the provision overseas of treatment under the *Veterans' Home Care Program* or under the HomeFront Program.

**Note**: the HomeFront Program is the common name given to accident prevention and personal safety treatment provided under paragraphs 11.9.1 to and including paragraph 11.9.8 of the Principles.

#### 2.3 Treatment of associated non-war-caused injuries or diseases

**2.3.1** Subject to these Principles, the Commission will provide, arrange, or accept financial responsibility for treatment of an injury or disease that is not war-caused to the extent that it is a necessary part of treatment for a war-caused injury or disease.

# 2.4 Treatment of malignant neoplasia, pulmonary tuberculosis, and post-traumatic stress disorder.

**2.4.1** The Commission will provide, or accept financial responsibility for, treatment of a veteran for malignant neoplasia, pulmonary tuberculosis, and post-traumatic stress disorder (even if that injury or disease is not war-caused) on and from the date that is three months before the date on which an application to be provided with that treatment is received at an office of the Department in Australia.

**2.4.2** The Commission will provide, or accept financial responsibility for, treatment of a veteran under paragraph 2.4.1 if the treating medical practitioner considers that a malignant neoplasm or pulmonary tuberculosis, as the case may be, is the actual or most likely diagnosis.

**2.4.2A** The Commission will provide, arrange, or accept financial responsibility for, treatment of a veteran under paragraph 2.4.1 in respect of post-traumatic stress disorder if the veteran has been assessed and diagnosed as suffering from post-traumatic stress disorder, by a psychiatrist, in accordance with the criteria for such assessment and diagnosis as set out in the fourth edition of the American Psychiatric Association's *Diagnostic and Statistical Manual of Mental Disorders* (commonly known as DSM-IV).

**2.4.2B** For the purpose of establishing whether or not post-traumatic stress disorder is the actual or most likely diagnosis, the Secretary may require a veteran to be examined, at Commonwealth expense, by a psychiatrist.

**2.4.3** Continuing financial responsibility for treatment under paragraph 2.4.1 may be reviewed and may be withdrawn by the Commission if —

- (a) the diagnosis is not confirmed to the satisfaction of the Commission within three months from the day on which an application to be provided with that treatment (referred to in subsection 85(2) of the Act) is received at an office of the Department in Australia; or
- (b) the Commission is satisfied that the veteran does not suffer, or no longer suffers, any incapacity from a malignant neoplasm, pulmonary tuberculosis, or post-traumatic stress disorder.

**2.4.4** The Commission will provide or accept financial responsibility for the treatment of other conditions, symptoms, or sequelae resulting from the treatment of malignant neoplasia where it has provided treatment or accepted financial responsibility under paragraph 2.4.1.

**2.4.5** The Commission will provide, arrange, or accept financial responsibility for the reasonable treatment of an injury or disease that is not war-caused to the extent that it is a necessary part of, and is directly associated with, the treatment of the veterans' post-traumatic stress disorder.

Note: Injuries or diseases to which this paragraph might apply include alcohol or other substance abuse.

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# 2.5 Determination that specified veteran is eligible for specified kind of treatment

**2.5.1** Subject to these Principles, the Commission will accept financial responsibility for treatment of a veteran eligible for that treatment pursuant to a determination under section 88A of the Act.

#### 2.6 Referrals by the Vietnam Veterans' Counselling Service

2.6.1 The Vietnam Veterans' Counselling Service may refer its clients to other counselling services.

**2.6.2** The Commission will accept financial responsibility for counselling referred under paragraph 2.6.1 only where that referral is in accordance with guidelines prepared by the Commission.

**Note:** The guidelines are prepared by the Commission after, and subject to, consideration of advice from the National Advisory Committee on the Vietnam Veterans' Counselling Service.

#### 2.7 Gulf War Health Study

2.7.1 Entitlement to medical examination, diagnostic test, radiology and pathology services, transport, accommodation, and meals and leave-of-absence from employment or work (social assistance).

(1) The following terms are defined for the purposes of paragraph 2.7.1:

*Claim Form* means the form approved by the *Commission* under subsection 111(2) of the *Act* to be used to apply for travelling expenses in connection with travel under subsection 110 of the *Act*.

Determination 22/2000 means the Determination made under section 88A of the Act entitled Veterans' Entitlements Treatment (Gulf War Health Study) Determination 22/2000.

**Note**: Although "section 88A Determinations" are not part of the *Principles* copies are stored at the end of the *Principles* for convenience.

Gulf War Health Study means the Gulf War Health Study defined in Determination 22/2000;

*Leave-of-absence treatment* means that part of the *treatment* a *Veteran* is eligible for under *Determination 22/2000* comprised of the provision of, in the case of a *Veteran* employed by another person, unpaid leave from the *Veteran's* employment (social assistance) and, in the case of a self-employed *Veteran*, absence from the *Veteran's* work (social assistance).

**Note**: As the provision of unpaid leave from employment/work is treatment, the *Commission* may accept financial responsibility for the cost of that treatment. The cost of that treatment is the earnings the *Veteran* would otherwise have received but for the *Veteran* taking unpaid leave from employment/work to participate in the *Gulf War Health Study*. It is not the intention that the *Commission* accept financial responsibility for any cost to a *Veteran's* employer that may have resulted from the provision of the unpaid leave.

*Medical Treatment* means that part of the *treatment* a *Veteran* is eligible for under *Determination 22/2000* comprised of a medical examination, diagnostic test, radiology service, and pathology service.

*Travel Treatment* means that part of the *treatment* a *Veteran* is eligible for under *Determination 22/2000* comprised of transport, accommodation, and meals.

#### PART 2 — ELIGIBILITY FOR TREATMENT

*Travel Regulations* means those provisions in the *Veterans' Entitlements Regulations 1986* that govern the circumstances in which the *Commission* may accept financial liability for travelling expenses in connection with a person who travels for treatment under section 110 of the *Act*;

**Note**: the reference to "treatment" (last occurring) does not include treatment comprised of transport, accommodation or meals.

*treatment* means (unless there is a contrary intention) medical examination, diagnostic test, radiology service, pathology service, transport, accommodation, and meals and leave-of-absence from employment or work;

Veteran means a veteran eligible for treatment under Determination 22/2000.

- (2) The *Commission* will accept financial liability in accordance with Part 4 of the *Principles* for *Medical Treatment* provided to a *Veteran*, and will accept financial liability for *Travel Treatment* provided to a *Veteran*, and will accept financial liability for *Leave-of-absence treatment* provided to a *Veteran*, on condition that:
  - (a) the conditions of eligibility for *treatment* for the *Veteran* under *Determination 22/2000* are satisfied; and

Note: it is a condition of eligibility for treatment under Determination 22/2000 that the treatment relates to the Gulf War Health Study.

(b) in the case of *Travel Treatment*, the *Commission* would have accepted financial liability for the *Travel Treatment* under the *Act*, as amended from time to time, and under the *Travel Regulations*, as amended from time to time, if the *Veteran* had been a person who had travelled, with the approval of the *Commission*, for the purpose of obtaining treatment, and who, during the course of travel, had incurred transport, accommodation or meal costs, as the case may be;and

**Note**: the reference to "treatment" (last occurring) does not include treatment comprised of transport, accommodation or meals.

- (c) in the case of *Leave-of-absence treatment:* 
  - (A) the Veteran provides to the Commission satisfactory evidence of:
    - (i) where the *Veteran* has an employer the provision to the *Veteran* of unpaid leave from employment by the employer and the amount of salary, wages or other earnings the *Veteran* would have received but for taking that unpaid leave;or
  - (ii) where the *Veteran* is apparently self-employed self-employment and the amount of earnings the *Veteran* would have received but for being absent from work.
  - (B) the Commission is not financially liable for that part of the cost of *leave-of-absence treatment* that exceeds, in respect of a day of unpaid leave from employment or a day of absence from work —\$1,000.00.
- (3) For the purposes of (2)(b):
  - (a) a reference in the *Act* relating to travel for the purposes of section 110 of the *Act* shall mean travel for the purposes of the *Gulf War Health Study*;
  - (b) a reference in the *Travel Regulations* or in the *Claim Form* to "application", "Claim", or "form" or to a similar word respectively shall mean an application under the *Principles* by

a *Veteran* for reimbursement of any transport, accommodation or meal costs incurred by the *Veteran* in relation to the *Gulf War Health Study*;

- (c) a reference in the *Act*, the *Travel Regulations* or the *Claim Form* to "travelling expenses" shall mean the amount required to reimburse a *Veteran* for costs incurred by the veteran for transport, accommodation or meals in relation to the *Gulf War Health Study*;
- (d) a reference in the *Travel Regulations* relating to travel by an *entitled person* for the purposes of section 110 of the *Act* shall mean travel by a *Veteran* in relation to the *Gulf War Health Study*;
- (e) a reference in the *Travel Regulations* to "*entitled person*" and a reference in the *Claim Form* to "veteran" shall mean a *Veteran*;
- (f) a reference in the *Travelling Regulations* and in the *Claim Form* to "treatment" shall mean *Medical Treatment* of a *Veteran* for the purposes of the *Gulf War Health Study*;
- (g) a reference in the *Travelling Regulations* to "treatment location" shall mean the location at which a *Veteran* receives *Medical Treatment* for the purposes of the **Gulf War Health Study**;
- (h) a reference in the *Travel Regulations* relating to "endorsed for treatment" shall mean written confirmation endorsed on a *Veteran's* application for travelling expenses, as modified for (2)(b), by the veteran's treating practitioner, that the treatment location was as close as practical to the *Veteran's* residence and that the treatment of the *Veteran* was for the purposes of the *Gulf War Health Study*;
  Note: the reference to "treatment" (last occurring) means *Medical Treatment*.
- (i) a requirement in the *Claim Form* relating to details of a condition of a veteran shall be satisfied by providing the details: "Gulf War Health Study";
- (j) a requirement in the *Claim Form* relating to details of whether the treatment of the veteran met the health care needs of the veteran and whether the Health Provider was the closest practical provider shall be deemed to be a requirement for details as to whether any *Medical Treatment* of the *Veteran* was for the purposes of the *Gulf War Health Study* and whether the Health Provider was the closest practical provider to provide that *Medical Treatment*.

#### 2.7A Centre for Military and Veterans' Health Treatment

**2.7A.1** The *Commission* may accept financial liability for *CMVH treatment* provided for the benefit of an *entitled veteran* who is eligible for such treatment by virtue of Determination no.6/2003 made under section 88A of the *Act* and entitled *Veterans' Entitlements Treatment (Centre for Military and Veterans' Health) Determination 2003.* 

**Note** (1): under subsection 80(1) of the *Act* treatment can be action taken with a view to maintaining a person in physical or mental health.

Note (2): the intention is that the Commission may accept liability for *CMVH treatment* even though such treatment is not provided by the *Centre for Military and Veterans' Health*.

**Note (3)**: The Treatment Principles establish the treatment called "*CMVH treatment*" and Determination no.6/2003 establishes eligibility for that treatment.

**Note (4):** Unlike most of the eligibility provisions in Part V of the *Act*, eligibility for treatment under a "s.88A determination" need not relate to an injury or disease but can relate to a person's condition generally.

Note (5): prior approval for *CMVH treatment* is not required.

### 2.8 Loss of eligibility for treatment

**2.8.1** Unless the Commission makes a determination under subsection 85(8) of the Act, it will not provide, arrange, or accept financial responsibility for treatment for a person, as an entitled person, on or from:

- (a) the date of notification that the person is no longer eligible under section 85, 86 or 88A of the Act; or
- (b) the effective date of reduction or cancellation of the qualifying pension;

whichever is the later.

**Note:** Subsection 85(8) provides, in effect, that where a service pension is suspended, the Commission may determine that, for the purposes of treatment eligibility, the person is deemed to be continuing to receive that pension during the period, or part of the period, of suspension.

**2.8.2** Where a person's pension is reduced or cancelled because the person supplied false or misleading information, and that reduction or cancellation results in a reduction or loss of eligibility for treatment, treatment benefits will be reduced or will terminate from the date of reduction or cancellation of the pension.

## PART 3 — COMMISSION APPROVAL FOR TREATMENT

#### 3.1 Approval for treatment

**3.1.1** The Commission's prior approval may be required for treatment.

**Note:** Paragraph 1.5.1 provides that any approval given for treatment under the *Treatment Principles* revoked upon the commencement of these *Treatment Principles* is deemed to have been given for the purposes of, and under, these Principles.

#### 3.2 Circumstances in which prior approval is required

- **3.2.1** Treatment requiring prior approval includes:
  - (a) all medical specialist services in metropolitan areas;

Note: see paragraph 4.7.1. Prior approval is not required in States or Territories where the RPPPs apply — see paragraph 1.2.2.

(b) provision of services that are not made available under the Medicare Benefits Schedule.

Note: see paragraph 4.2.3.

- (d) outpatient treatment at a private hospital where the requirement for prior approval for such treatment is specified in a contract.
- (e) treatment at a hospital according to the requirements contained in section 4 of the *RPPPs*.

Note: where the patient is a holder of a *White Card* and eligibility for the treatment required is uncertain, the Commission will not accept financial responsibility for the cost of care unless the *Department* has verified eligibility.

(f) admission to a hospital or the provision of hospital treatment not otherwise specified;

Note: see paragraph 9.1.8.

(h) respite or convalescent admission to an institution;

Note: see paragraph 9.6.1.

- (j) in-home respite care;
- (ja) emergency short term home relief (ESTHR) to be provided within 24 hours after a previous service of ESTHR;

**Note**: the intention is that 3 days (the max ESTHR per emergency) should be sufficient time for alternative respite care to be arranged and prior approval is required before a further immediately subsequent service of ESTHR may be provided.

(k) provision of residential care in Australia or overseas;

Note: see paragraph 2.2.4 and Part 10

- (n) dental treatment specified as requiring prior approval in Part 5;
- (o) community nursing services specified as requiring prior approval in Treatment Principle 7.3;
- (p) physiotherapy that exceeds the limits specified in paragraph 7.5.1;
- (q) podiatry that is not specified in paragraph 7.6.1;
- (r) provision of rehabilitation appliances;

Note: see Part 11.

(s) provision of visual aids not included under the arrangements entered into between the Commission and suppliers;

Note: see paragraph 11.4.1.

(t) repair of a rehabilitation appliance;

Note: see paragraph 11.7.2.

- (u) chiropractic services that exceed the limits specified in paragraph 7.7.1;
- (v) osteopathic services that exceed the limits specified in paragraph 7.7.1; and
- (w) ambulance transport, except for that provided by certain ambulance services specified in paragraph 12.1.1;
- (x) cosmetic surgery;
- (y) medical devices not included on the *Department's* schedule of 'Benefits Payable in Respect of Surgically Implanted Prostheses, Human Tissue Items and Other Medical Devices;
- (z) psychiatric inpatient care or psychiatric day patient program care.

**3.2.2** In considering whether prior approval will or will not be given and what conditions, if any, will apply, the following will be taken into account:

- (a) any specific requirements contained in these Principles or the Act;
- (c) the extent of funds that are available;
- (d) reasonable control over expenditure;
- (e) the clinical need for the proposed treatment; and
- (f) the suitability and quality of the proposed treatment.

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#### 3.3 Circumstances in which prior approval is not required

#### **3.3.2** Treatment not requiring prior approval includes:

- (a) treatment by LMO or other GP except where otherwise indicated in Part 4;
- (b) medical specialist consultations in country and Territory areas, except where otherwise indicated in principle 4.7;
  - **Note:** Prior approval is not required for medical specialist consultations in States or Territories where the RPPPs apply see paragraph 1.2.2.
- (c) dental treatment specified as not requiring prior approval in Part 5;
- (d) dental prosthetic treatment specified as not requiring prior approval in Part 5;
- (e) the prescription and supply of pharmaceutical items as set out in Part 6;
- (f) subject to paragraph 7.3.5, the provision of community nursing services by a nurse in accordance with paragraph 7.3.3 after the services have been provided;

**Note**:see principle 7.3.

(fa) treatment under the *Veterans' Home Care Program* except a service of *emergency short term home relief* (ESTHR) within 24 hours of a previous service of ESTHR;

Note:see principle 7.3A.

(g) optometrical treatment and the dispensing of optical products under the arrangements between optometrists and optical dispensers and the Commission;

Note: see principle 7.4.

- (h) physiotherapy treatment, except where otherwise indicated in principle 7.5.
- (j) podiatry treatment, except where otherwise indicated in principle 7.6.
- (k) treatment at a hospital under the conditions set out in paragraph 9.1.8;
- (m) ambulance transport in an emergency or where that is the arrangement between ambulance service providers and the Commission;

Note: see paragraph 12.1.5.

- (n) referral to the Australian Hearing Service; and
- (o) chiropractic or osteopathic treatment, except where otherwise indicated in principle 7.7.

#### 3.4 Other retrospective approval

**3.4.1** On application, the Commission may approve, and pay the cost of, any treatment that was undertaken in the period between:

(a) the effective date of eligibility under the Act; and

(b) the date on which the person is notified of entitlement.

**3.4.2** The Commission may provide approval for treatment that has already been given or has commenced to be given in circumstances where:

- (a) it would have accepted financial responsibility if prior approval had been sought before the service was provided; and
- (b) there are exceptional circumstances justifying the failure to seek prior approval;

or where:

(c) a request for prior approval was incorrectly processed or failed to be processed due to an administrative error or processing error on the part of the Department or an officer of the Department.

**3.4.3** The Commission will accept financial responsibility for emergency treatment for entitled persons and, subject to principle 2.2, for emergency treatment overseas for a war-caused injury or disease without prior approval only if approval is sought as soon as possible after the event.

**Note**: this Principle does not to apply to residential care or residential care (respite) provided overseas or in Australia. In such cases the extent of Commission liability is determined under paragraphs 2.2.3 (c) and (d), and Part 10, of the Principles.

**3.4.4** The Commission's financial liability under paragraphs 3.4.1 and 3.4.3 is limited to the difference between:

- (a) the reasonable cost of treatment; and
- (b) the amount that an eligible person has claimed or is entitled to claim from Medicare, a health insurance fund or another third party.
- **3.4.5** The Commission's financial liability under paragraph 3.4.2 is limited to the difference between:
  - (a) the cost of treatment for which it is financially responsible under paragraph 3.5.1; and
  - (b) the amount that an eligible person has claimed or is entitled to claim from Medicare, a health insurance fund or another third party.

**3.4.6** The Commission will not pay or reimburse taxation levies for Medicare or for health insurance fund payments.

**3.4.7** The Commission will accept financial responsibility under paragraphs 3.4.1, 3.4.2, and 3.4.3 if an application is supported by accounts, receipts, declarations or other evidence of the condition treated.

#### 3.5 Financial responsibility

**3.5.1** The extent of the financial liability accepted by the *Commission* for the provision of treatment for *entitled persons* is, subject to the *Act* and these *Principles*, as follows:

- (a) in respect of the fee charged by an *LMO* for a medical attendance or medical procedure, pursuant to the *LMO's* arrangement with the *Commission* an amount equal to 115% of the fee listed in the *Medicare Benefits Schedule* for that attendance or procedure, together with, for each attendance or procedure, a *Veterans' Access Payment*.
- (aa) in respect of the fee charged by an *LMO* for a medical attendance or medical procedure where:

- (i) the LMO is registered under the *Rural Enhancement Scheme*; and
- (ii) the attendance or procedure is, respectively, provided or performed under the *Rural Enhancement Scheme* and pursuant to the *LMO's* arrangement with the *Commission*;

an amount equal to 125% of the fee listed in the *Medicare Benefits Schedule* for that attendance or procedure, together with, for each attendance or procedure, a *Veterans' Access Payment*.

- (b) in respect of the fees charged by an *other GP*:
  - (i) for a medical attendance an amount equal to the *Medicare benefit* for that attendance plus 60 cents per attendance; and
  - (ii) for a medical procedure an amount equal to the fee listed in the *Medicare Benefits Schedule* for that procedure;
- (c) in respect of the fee charged for a medical attendance, or medical procedure, provided by a Medical Specialist who is not an anaesthetist, a pathologist or a diagnostician — an amount equal to the fee listed in Schedule 2 (Repatriation Medical Fee Schedule) for that attendance or procedure.
- (cc) in respect of the fee charged for a medical procedure provided by a Medical Specialist who is a pathologist or diagnostician an amount equal to the fee listed in the *Medicare Benefits Schedule* for that procedure.
- (d) in respect of the fee charged for a medical procedure by a Medical Specialist who is an anaesthetist:
  - (i) an amount equal to the fee for that attendance or procedure listed in the *Medicare Benefits Schedule*; or
  - (ii) if the anaesthetist has elected to be so paid, payment in accordance with the DVA time-based rates of pay for anaesthetists as determined by the *Commission*;
- (e) in respect of the fees payable to dental practitioners and dental prosthetists the financial liability that may be accepted by the *Commission* under Part 5 of the *Principles*;
- (f) in all other cases in accordance with the fees payable under arrangements made by the *Commission*;

except where the *Commission*, having regard to the matters specified in paragraph 3.2.2, is satisfied that there are exceptional circumstances justifying payment of a higher fee.

- **3.5.2** The Commission will only accept financial responsibility for treatment:
  - (a) that is reasonably necessary for the adequate treatment of the eligible person;
  - (b) that is given by an appropriate category of health provider; and
  - (c) if a claim for payment in respect of treatment:
    - (i) is in the form, if any, approved by the Commission for this purpose ('approved form'); and

- (ii) contains, or is accompanied by, any information required by any direction in any approved form; and
- (iii) is lodged at an appropriate place or with an appropriate person within the period of 6 months (or such longer period as is allowed in accordance with paragraph 3.5.2A) from the date of rendering the service to which the claim relates.
  Note 1: a claim is taken to have been lodged on the day it is received.
  Note 2: 'appropriate place' means an office of the Department in Australia or a place approved by the Commission for the purpose of lodging claims.
  Note 3: 'appropriate person' means a person approved by the Commission for the purpose of lodging claims.
  Note 4: a claim may be lodged by means of an electronic transmission.

**3.5.2A** Upon application in writing, by a claimant, to the Commission, the Commission may, in its discretion, by notice in writing served on the claimant, allow a longer period for lodging a claim than the period of 6 months referred to in subparagraph 3.5.2(c).

**Note**: 'claimant' means an appropriate category of health provider seeking payment in respect of treatment provided under the Principles.

**3.5.2B** In exercising its power under paragraph 3.5.2A to allow a longer period for lodging a claim, the Commission shall have regard to all matters that it considers relevant, including, but without limiting the generality of the foregoing, any hardship that might be caused to the claimant if a longer period is not allowed.

Note: 'claimant' means an appropriate category of health provider seeking payment in respect of treatment provided under the Principles.

**3.5.2C** Subparagraph 3.5.2(c) does not apply to a claim for payment in respect of treatment where that treatment was given before 1 July 1999.

**3.5.3** The Commission will not accept financial responsibility for the cost of the following treatment by health providers, including treatment by dentists, physiotherapists and podiatrists:

- (a) services that have been paid for, wholly or partly, by Medicare or a health insurance fund; or
- (b) services where the cost is otherwise recoverable, wholly or partly, by way of a legal claim; or
- (c) examination for employment purposes; or
- (d) examination for a medical certificate for membership of a friendly society.

**3.5.4** Where the Commission accepts financial responsibility under these Treatment Principles, it does so on behalf of the Commonwealth.

# PART 4 — MEDICAL PRACTITIONER SERVICES

# 4.1 Local Medical Officers / other General Practitioners

## 4.1.2 Outline

**4.1.3** The aim of the medical services program is to ensure that as far as practicable *entitled persons* have access to free, safe and cost-effective treatment.

To achieve this objective the *Commission* or the *Department* deals with medical practitioners on three levels.

At the first level the *Commission* or the *Department* enters into agreements with general medical practitioners. These medical practitioners are called *LMOs*.

The second level of engagement is where the *Commission* or the *Department* deals with medical practitioners who are willing to treat *entitled persons* without charging the entitled person but who are not willing to enter into any written agreement with the *Commission* or the *Department* in relation to providing the treatment. These medical practitioners are called *other GPs*.

Because *LMOs* sign an agreement with the *Commission* or the *Department* (on behalf of the Commission) they receive higher rates of remuneration from the *Department* than do *other GPs*.

The feature that distinguishes *LMO*-treatment or *other GP*-treatment from treatment provided by other medical practitioners is that *LMOs* and *other GPs* do <u>not</u> charge the *entitled person* for that treatment. They charge the *Commission*, the *Department* or the *Health Insurance Commission* (hereafter in this Outline these bodies are referred to collectively as DVA).

It should be noted that while it is the *Commission* that accepts financial liability for treatment it is the *Department* (Commonwealth) that actually pays for the treatment.

The third level of interaction between the *Commission* or the *Department* and medical practitioners is where the medical practitioner is a specialist.

Unlike LMOs, medical specialists do not have written agreements with the Commission/Department (as at 1 January 2005) but if they are prepared to treat an entitled person at the rate set out in the *Principles* and charge DVA and not the *entitled person*, then the relationship between DVA and the specialist is covered by the *Principles*.

**4.1.4** Subject to paragraph 3.5.1, the *Commission* may accept financial liability for medical treatment provided to an *entitled person* by an *LMO*, an *other GP* or a *medical specialist*.

Note: paragraph 3.5.1 sets out the financial limits on Commission liability for treatment.

# 4.2 Providers of services

**4.2.1** Unless otherwise indicated in these Principles, an entitled person may be provided with only those services included in the Medicare Benefits Schedule.

- **4.2.2** The services referred to in paragraph 4.2.1 may be provided only by:
  - (a) a LMO or other GP; or
  - (b) a medical specialist.

- **4.2.3** (1) An *entitled person* may be provided with services that are not made available under the *Medicare Benefits Schedule* ("unlisted services").
  - (2) Unlisted services are not to be provided to an *entitled person* if the *Commission* is satisfied that they are:
    - (a) a mere improvement on existing *Medicare Benefits Schedule* listed services; or
    - (b) experimental and have not been demonstrated to be effective or safe by extensive clinical trials.
- 4.2.4 Subject to paragraph 4.2.3(2), unlisted services are to be provided to an *entitled person* under paragraph 4.2.3(1) if the *Commission* is satisfied that the services will provide a substantial benefit to the health of the *entitled person*. Note 1: the prior approval of the *Commission* is required before unlisted services may be provided (Paragraph 3.2.1 (b)).

Note 2: the availability of funds and the need to reasonably control expenditure are factors to be considered in granting prior approval (Subparagraphs 3.2.2 (c) and (d))

- **4.2.5** The services referred to in paragraph 4.2.3 may be provided only by:
  - (a) a LMO or other GP; or
  - (b) a medical specialist.

## 4.3 Financial responsibility

**4.3.1** Subject to paragraph 3.5.1, and unless otherwise indicated in these Principles, the Commission will accept financial responsibility for treatment costs where a LMO or other GP or specialist provides or arranges for treatment of:

- (a) an entitled person who has been issued with a Gold Card ;or
- (b) a veteran who has been issued with a White Card for any war-caused or other specifically listed injury or disease or for a *determined condition*; or
- (c) a person who has been issued with a written authorisation on behalf of the Commission;

but the Commission will not accept financial responsibility for treatment costs where a LMO or other GP or specialist provides or arranges for treatment of a "*determined residential care condition*".

**4.3.2** In relation to any occasion of service to an entitled person under these Principles, a LMO or other GP or specialist shall bill only:

- (a) the Department; or
- (b) the *Commission*; or
- (c) the *Health Insurance Commission*,

and that bill shall be for full settlement of the account for the service provided to the entitled person.

**4.3.3** Any billing method described in paragraph 4.3.2 may be used on each occasion of service.

**4.3.4** Subject to paragraph 4.7.3, the Commission will accept financial responsibility for any of the services described in paragraph 4.4.1, irrespective of the billing arrangement chosen under paragraph 4.3.2 by the referring LMO or other GP or specialist.

# PART 4 — MEDICAL PRACTITIONER SERVICES

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## 4.4 Referrals

**4.4.1** A LMO or other GP may refer an entitled person for:

- (a) treatment from a medical specialist, subject to paragraph 4.7.1, and principles 4.5 to 4.8;or
- (b) treatment from a LMO or other GP who has expertise or recognition in a particular field but is not a qualified medical specialist, subject to principles 4.5 to 4.8;or
- (c) treatment in a hospital or other institution as indicated in these Principles; or
- (d) other health-care services not requiring prior approval, as indicated in principles 7.3, 7.5 and 7.6.

# 4.5 Referrals by medical specialists

**4.5.1** In providing treatment, a medical specialist, to whom an entitled person is referred under these Principles, may:

- (a) arrange diagnostic tests;or
- (b) refer the entitled person to another specialist in the same way as may a LMO or other GP;or
- (c) arrange treatment in a hospital or other institution as indicated in these Principles; or
- (d) refer the entitled person to a health-care provider in accordance with principles 7.3, 7.5 or 7.6, in the same way as may a LMO or other GP.

# 4.6 Referrals to medical specialists in country or Territory areas

**4.6.1** Subject to principles 4.7 and 4.8, the Commission will accept, without the need for prior approval, financial responsibility for treatment of entitled persons upon referral to medical specialists in a country or Territory area, provided that the entitled persons are referred by LMO or other GPs to medical specialists in the local area.

Note: Prior approval is not required in States or Territories where the RPPPs apply — see paragraph 1.2.2.

**4.6.2** Referrals under paragraph 4.6.1 shall be valid from the date of the specialist's or consultant physician's first service.

# 4.7 Referrals: prior approval

**4.7.1** In all instances other than those described in principle 4.6 and paragraph 4.7.3, prior approval is required for the referral of entitled persons to medical specialists.

**4.7.2** Prior approval is required for:

- (a) the provision of treatment for pregnancy and pregnancy related conditions;or
- (b) the provision of psychotherapy treatment to entitled persons; or
- (c) the provision of services under paragraph 4.2.3.

**4.7.3** Prior approval is not required when a LMO or other GP or medical specialist refers an entitled person for radiology or pathology services not requiring admission:

- (a) if the provider direct bills at 85 per cent or less of the fee set out in the Medicare Benefits Schedule as full settlement of the account for the services rendered; or
- (b) if the Commission so determines.
- Note: Prior approval is not required in States or Territories where the RPPPs apply see paragraph 1.2.2.

### 4.8 Other matters

- **4.8.1** The Commission will not accept financial responsibility for the cost of:
  - (a) elective surgery undertaken without prior approval with the exception of minor procedures carried out in a LMO or other GP's or specialist's rooms where the only charge is equivalent to the charge that would be applicable under the Medicare Benefits Schedule for that procedure; or
    - **Note:** Prior approval is not required for elective surgery undertaken in public hospitals in States or Territories where the RPPPs apply see paragraph 1.2.2.
  - (b) examination for a medical certificate for life assurance purposes; or
  - (c) examination for a medical certificate for membership of a friendly society; or
  - (d) examination for employment purposes; or
  - (e) multi-phasic screening; or
  - (f) services where the cost is otherwise recoverable wholly or partly, by way of a legal claim; or
  - (g) services that have been paid for, wholly or partly, by Medicare or a health insurance fund; or
  - (h) treatment for infertility for the partner of an entitled person, unless that partner is personally eligible for treatment for the disability under the Act; or
  - (j) procedures associated with in-vitro fertilisation programs; or
  - (k) vaccination or inoculation in connection with overseas travel.

# PART 5 — DENTAL TREATMENT

# 5.1 **Providers of services**

**5.1.1** The Commission may prepare a Local Dental Officer Scheme, not inconsistent with these Principles, concerning the provision of dental treatment to entitled persons by private dental practitioners under arrangements entered into with the Commission.

**5.1.2** Compliance with the Local Dental Officer Scheme, as in force at 1 June 1993, is a condition of the contract for services with each Local Dental Officer.

**5.1.3** Dental prosthetic services may be provided to entitled persons by dental prosthetists under arrangements entered into with the Commission.

**5.1.4** Subject to prior approval and these Principles, the Commission will accept financial responsibility for dental treatment provided in a hospital.

**5.1.5** Subject to prior approval, an entitled person may be referred to a dental specialist by a Local Dental Officer, dental prosthetist or a dental specialist.

# 5.2 Financial responsibility

**5.2.1** The Commission may prepare Dental Schedules A, B and C and a Dental Prosthetist Schedule that list dental services provided or arranged by the Commission and the limits of financial responsibility accepted by the Commission.

**Note:** Copies of the Local Dental Officer and Dental Prosthetists Fees Bulletins that contain details of these Schedules may be obtained from any office of the Department.

**5.2.2** The Commission may set a monetary limit that will apply to entitled persons for services provided under Dental Schedule C for a calendar year.

**5.2.3** The Commission will not accept financial responsibility for dental services provided to an entitled person under Dental Schedule C that exceed, in total, the annual monetary limit for that person as set under paragraph 5.2.2.

**5.2.4** Until the annual limit has been exceeded, the Commission will pay up to the Schedule fee for each item.

**5.2.5** The annual monetary limit set under paragraph 5.2.2 will not apply in relation to a dental service where that service is for:

- (a) a war-caused injury or disease or a *determined condition* except a *determined residential care condition* of an entitled person receiving residential care; or
- (b) a condition associated with malignant neoplasia; or
- (c) a former prisoner of war.

**5.2.6** Subject to paragraph 5.5.1, the Commission will not accept financial responsibility for dental treatment after a person is no longer eligible.

# 5.3 Eligibility

**5.3.1** Subject to these Principles, an entitled person who holds a Gold Card, White Card or written authorisation issued on behalf of the Commission, may be provided with dental services at the expense of the Commission.

**5.3.2** A person who holds a Gold Card and who is not a former prisoner of war will be provided with the following dental services:

- (a) for treatment of an injury or disease that is not war-caused:
  - (i) without prior approval those dental services listed in Schedule A, except where specified;
  - (ii) with prior approval those dental services listed in Schedule B; and
  - (iii) without prior approval and subject to paragraph 5.2.2 those dental services listed in Schedule C;
- (b) for treatment of a war-caused injury or disease or malignant neoplasia:
  - (i) without prior approval those dental services listed in Schedule A, except where specified;
  - (ii) with prior approval those dental services listed in Schedules B and C, but without the limit referred to in paragraph 5.2.2.

**5.3.3** A person who holds a Gold Card and who is a former prisoner of war will be provided with the following dental services:

- (a) without prior approval those dental services listed in Schedule A, except where specified;
- (b) with prior approval those dental services listed in schedules B and C, but without the limit referred to in paragraph 5.2.2.

**5.3.4** Persons who hold a "White Card" are entitled to dental treatment of an accepted disability, a *determined condition* except a *determined residential care condition* of an entitled person receiving residential care, or of a dental condition associated with malignant neoplasia and, subject to prior approval, may be provided with any dental services listed in the Schedules.

# 5.4 Emergency dental treatment

**5.4.1** Prior approval is not necessary for emergency dental treatment but the Commission will not accept financial liability for the treatment if approval has not been obtained as soon as possible after treatment.

**5.4.2** Financial responsibility for emergency dental treatment for persons who hold a **"White Card**" will only be accepted for treatment of a war-caused injury or disease or of a condition associated with malignant

neoplasia for which the person is receiving treatment under principle 2.4, or of a *determined condition* except a *determined residential care condition* of an entitled person receiving residential care.

# 5.5 Orthodontic treatment for children

**5.5.1** Orthodontic treatment will continue to be provided for an entitled child of a deceased veteran if the child has ceased to be eligible for treatment because he or she has turned sixteen years of age or has ceased full-time education if:

- (a) the treatment is approved by the Commission while the child is still eligible; and
- (b) the treatment is commenced while the child is still eligible; and
- (c) the treatment will be completed within two years of commencement of treatment or such longer time as the Commission considers reasonable.

## 5.6 General anaesthesia

**5.6.1** Financial responsibility for a general anaesthetic provided as part of dental treatment will be accepted only if:

- (a) the anaesthetic is administered by a specialist anaesthetist or approved medical practitioner in a hospital or dental surgery where adequate resuscitation equipment is provided; and
- (b) prior approval has been obtained.

# 5.7 Prescribing of pharmaceutical benefits by dentists

5.7.1 Local Dental Officers or dental specialists may prescribe Pharmaceutical Benefits for entitled persons.

**5.7.2** Subject to paragraph 5.7.4, prescriptions prescribed under paragraph 5.7.1 must be in accordance with the PBS.

**5.7.3** The Commission will accept financial responsibility for Pharmaceutical Benefits, available under the PBS, that are required as part of dental treatment:

- (a) for a war-caused injury or disease or other specifically listed condition or for a *determined condition* except a *determined residential care condition* of an entitled person receiving residential care, for entitled persons who hold a "White Card "; or
- (b) for entitled persons who hold a"Gold Card ";

other than the amount that would have been payable by the person if the person were a "concessional beneficiary" under the *National Health Act 1953*.

**5.7.4** The Commission will accept financial responsibility for Pharmaceutical Benefits that are not available under the PBS and are required as part of dental treatment:

- (a) for a war-caused injury or disease or other specifically listed condition or for a *determined condition* except a *determined residential care condition* of an entitled person receiving residential care, for persons who hold a"White Card "; or
- (b) for persons who hold a"Gold Card ";

but such a prescription must be written on a private prescription.

# 5.8 Other dental services

**5.8.1** The Commission will not accept financial responsibility for dental treatment that involves the use of intravenous sedation or relative analgesia technique in a Local Dental Officer's or dental specialist's surgery.

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# PART 6 — PHARMACEUTICAL BENEFITS

# 6.1 Repatriation Pharmaceutical Benefits Scheme

**6.1.1** The Repatriation Pharmaceutical Benefits Scheme (Part I of the Scheme prepared under section 91 of the Act) relates to the supply of Pharmaceutical Benefits to entitled persons by community pharmacists as defined in that Scheme.

# 6.2 Eligibility under the Repatriation Pharmaceutical Benefits Scheme

**6.2.1** A person is eligible to receive Pharmaceutical Benefits under the Repatriation Pharmaceutical Benefits Scheme if that person holds:

- (a) a **"White Card"** " for a war-caused injury or disease, or other specifically listed conditions or for a *determined condition* except a *determined residential care condition* of an entitled person receiving residential care; or
- (b) a *Gold Card*; or
- (c) a *Repatriation Pharmaceutical Benefits Card*.

# PART 7 — TREATMENT GENERALLY FROM OTHER HEALTH PROVIDERS

# 7.1 Prior approval and financial responsibility for health services

**7.1.1** Subject to the exceptions set out in paragraphs 3.3.2, 7.3 to 7.6 and 7.3A.13 the Commission will accept financial responsibility for treatment services provided by a health provider only if the Commission has given prior approval for those services to be provided.

7.1.1A In relation to any occasion of service to an entitled person under these Principles, except an

occasion of service that is a service under the *Veterans' Home Care Program*, a health provider shall bill only the Department and that bill shall be for full settlement of the account for the service provided to the entitled person but in relation to any occasion of service to an *entitled person* under these *Principles* that is the provision of a service under the *Veterans' Home Care Program*, a *health provider* shall bill the Department but not for any *co-payment* payable by an *entitled person* to the *health provider* and the bill presented to the Department shall be for full settlement of the account for the service provided to the *entitled person*.

**7.1.2** Subject to these Principles and in addition to services provided under principle 2.6 and paragraph 5.1.3, the Commission may provide, arrange, or accept financial responsibility for the following:

- (a) audiology
- (b) dietetics;
- (c) chiropractic services;
- (d) community nursing;
- (e) occupational therapy;
- (f) optometry;
- (g) orthoptics;
- (h) osteopathic services;
- (i) Home Care service (category A); Home Care service (category B);
- (j) physiotherapy;Note: Physiotherapy includes hydrotherapy (see paragraph 1.4.1)
- (k) podiatry;
- (l) psychology;
- (m) social work;
- (n) speech pathology.

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**7.1.3** The Commission will not accept financial responsibility for services listed in paragraph 7.1.2 for an entitled person receiving a high level of residential care where the provision of those services is covered by a State or Commonwealth subsidy.

**7.1.4** Treatment in an entitled person's home may be approved where the entitled person is medically unable to attend the relevant facilities or where the *entitled person* is entitled to treatment at *home* under the *Veterans' Home Care Program*.

# 7.2 Registration or enrolment of providers

**7.2.1** Where a provider of a service specified in principle 7.1 (other than a service of community nursing) is practising in a State or Territory that has legislation requiring the registration of the occupation, the provider must be registered under that legislation.

**Note**: the occupational registration of *community nursing providers* is dealt with in the arrangements between the *Commission* and *community nursing providers*.

**7.2.2** Where a State or Territory does not have legislation concerning registration, a provider of a service specified in principle 7.1 (other than a service of community nursing) must be registered in another State or possess qualifications that would permit registration in another State or must be registered in another Territory or possess qualifications that would permit registration in another Territory, if that other State or other Territory has legislation requiring the registration of the occupation in question

**Note**: the occupational registration of *community nursing providers* is dealt with in the arrangements between the *Commission* and *community nursing providers*.

**7.2.3** Where the provider of a service specified in principle 7.1 (other than a service of community nursing) is a corporate entity and is practising in a State or Territory that has legislation enabling registration of the corporate entity, both the person actually delivering the service and the corporate entity must be registered under the relevant legislation.

**Note**: the occupational registration of *community nursing providers* is dealt with in the arrangements between the *Commission* and *community nursing providers*.

# 7.3 Community nursing

**7.3.3** The Commission will accept financial responsibility for community nursing services for an entitled person only if:

(a) the person has been referred to a *community nursing provider* by a *LMO or other GP*, treating doctor in a hospital, hospital discharge planner or *VHC assessment agency*; and

**Note**: paragraph 7.3.6 sets out the *community nursing providers* to whom an *entitled person* can be referred under paragraph 7.3.3(a).

(b) a *community nursing provider*, pursuant to an arrangement with the *Commission*, has undertaken a nursing assessment of the *entitled person* prior to the commencement of care and assessed that the person has a clinical need or a personal care need, or both, for the *community nursing service*.

**7.3.4** All of an *entitled person's* care documentation prepared by a *community nursing provider* shall be provided to the *Department* upon request by the *Department* to the *community nursing provider*.

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#### PART 7 — TREATMENT GENERALLY FROM OTHER HEALTH PROVIDERS

**7.3.5** An *entitled person* whose care needs, due to their complexity and care regime, are significantly outside of the scope of the community nursing classification to which they belong, is treated under the *exceptional case process*. Before a person can be treated under the *exceptional case process, prior approval* must be obtained from the *Commission*.

**7.3.6** A referral to a community nursing provider is to be made only to a *community nursing provider* that has entered into, and is bound by, a contract with the Commission or the Department to provide community nursing services during the relevant period of treatment and in the geographical area in which the entitled person resides.

**7.3.6A** If no *community nursing provider* referred to in paragraph 7.3.6 can provide the relevant community nursing care within a reasonable time, the Commission may approve a referral to another *community nursing provider*.

**7.3.7** The Commission will not accept, as part of a community nursing service, financial responsibility for any domestic help services such as cooking, shopping, cleaning, laundry, transport and companionship.

# 7.3A Veterans' Home Care Program

- **7.3A.1** (1) The *Commission* may examine the circumstances of an *entitled person* and assess whether the person is in need of a *Home Care service (category A)* or a *Home Care service (category B)*.
  - (2) The *Commission* may determine that an assessment made under paragraph (1) is to be effective from a date before or after the date on which the assessment is made.
  - (3) The *Commission* shall ensure a record is made of any assessment under paragraph (1) and any determination under paragraph (2).
  - (4) A record under paragraph (3) may be made and maintained in electronic form.
- 7.3A.3 (1) An *entitled person* is not entitled to a service of *Home and Garden Maintenance* if the provision of the service would mean the person had received *Home and Garden Maintenance* for a period or periods that would exceed, or cumulatively exceed, 15 hours over the relevant period.
- **7.3A.3** (2) For the purposes of paragraph 7.3A.3 (1), the relevant period is a period of 12 months commencing on the date when the Commission accepted financial liability for the provision of *Home and Garden Maintenance* to the *entitled person*, or on the anniversary of that date.

**Note**: the intention is that unused hours of Home and Garden Maintenance in a 12 month period are not carried over into the next 12 month period.

- **7.3A.4** (1) Where under paragraph 7.3A.1 (1) the *Commission* decides that an *entitled person* is not in need of a relevant service, it shall inform the *entitled person* accordingly and give reasons for its decision.
  - (2) Where under paragraph 7.3A.1 (1) the *Commission* decides that an *entitled person* is in need of a relevant service, then, in the case of a *Home Care service (category A)*, it shall arrange for an appropriate *approved provider* to supply that service, and, in the case of a *Home Care service (category B)*, the *Commission* shall supply that service.

**Note**: in practice the *Commission* may delegate its powers to assess "Home Care need" and to arrange for the supply of a *Home Care service (category A)*, to contractors and may delegate its power to supply a *Home Care service (category B)* to a contractor. Those contractors may, in turn, sub-contract the obligation to supply the relevant services.

#### PART 7 — TREATMENT GENERALLY FROM OTHER HEALTH PROVIDERS

**7.3A.5** The *Commission* may accept financial responsibility for the *provision of a Home Care service* (*category A*) to an entitled person by an approved provider if the service is supplied:

(i) in accordance with the arrangement between the *approved provider* and the *Commission*; and

(ii) in accordance with the terms of a decision under paragraph 7.3A.1(1) that the *entitled person* needed the service; and

(iii) in accordance with the *Principles*.

**7.3A.6** The *Commission* may accept financial responsibility for the *provision of a Home Care service (category B) to an entitled person by the Commission.* 

**Note**: in practice the *Commission* may delegate its power to assess "Home Care need" to a contractor and may delegate its power to supply a *Home Care service (category B)* to a contractor. Those contractors may, in turn, sub-contract the obligation to supply the relevant services.

**7.3A.7** For the purposes of the *Principles*, an *approved provider* is deemed to be a *health provider*.

**7.3A.8** Subject to paragraph 7.3A.9, a condition of any arrangement between the *Commission* and an *approved provider* for the provision of a *Home Care service* (*category A*) to an *entitled person* by the *approved provider* or any *sub-contractor* engaged by it, is that:

- (a) the *approved provider*, and any such *sub-contractor*, shall not demand, receive or assign, an amount from the *entitled person* in relation to the provision of the *Home Care service* (*category A*) that exceeds \$5 per hour of service; and
- (b) the *approved provider*, and any such *sub-contractor*, shall not demand, receive or assign a *proscribed amount* from the *entitled person* in relation to the provision of the *Home Care service* (*category A*).

**7.3A.9** For the purposes of paragraph 7.3A.8, in relation to a *proscribed amount* that is an *exempt amount*, it is only a condition of an arrangement not to demand, receive or assign such a *proscribed amount* if the *Commission* has made a determination under paragraph 7.3A.10 and notified the *approved provider*, whether by electronic means or otherwise, of the effect of that determination.

**7.3A.10** Pursuant to a request in writing from an *entitled person* or an *approved provider*, the *Commission* shall determine whether, in the opinion of the *Commission*, an *entitled person* is or is not an *exempt entitled person* and such a determination shall be recorded in writing and shall be prima facie evidence of the matters contained therein.

**Note**: an *exempt entitled person* is not required to pay an amount the person would otherwise be required to pay to an *approved provider* in respect of a *Home Care service (category A)*.

#### 7.3A.11 Where:

- (a) under paragraph 7.3A.8, an *entitled person* cannot be required to pay an amount of money in respect of a *Home Care service (category A)* provided or to be provided to that person by an *approved provider* or a *sub-contractor*, because:
  - (i) the person is an *exempt entitled person*; or
  - (ii) the Home Care service (category A) provided or to be provided to the entitled person is a similar service to a Home and Community Care Program service the entitled person

received immediately before 1 January 2001 and in respect of which the *entitled person* had not been required to pay a charge ("similar service no charge"); or

#### PART 7 — TREATMENT GENERALLY FROM OTHER HEALTH PROVIDERS

- (iii) the Home Care service (category A) provided or to be provided to the entitled person is a similar service to a Home and Community Care Program service the entitled person received immediately before 1 January 2001 and in respect of which the entitled person had been required to pay a charge ("similar service some charge") but the amount of money that could have been required of the person under the Veterans' Home Care Program, but for it being a proscribed amount, exceeds that charge; and
- (b) a *Home Care service (category A)* is provided to the *entitled person* by an *approved provider* or a *sub-contractor;*

the *Commission* will accept responsibility to pay to the *approved provider* in respect of the *Home Care service (category A)*:

- (c) in the case where the *entitled person* could not be required to pay an amount because the person was an *exempt entitled person* an amount equal to the amount the person could have been required to pay if the person had been an *entitled person* who was not an *exempt entitled person*;
- (d) in the case where the *entitled person* could not be required to pay an amount because the person was provided with a "similar service no charge" an amount equal to the amount the person could have been required to pay if the Home Care service (category A provided to the *entitled person* had not been a "similar service no charge";
- (e) in the case where the *entitled person* could not be required to pay a certain amount because the person was provided with a "similar service some charge" and the amount the person could not be required to pay was a *proscribed amount* because it exceeded the amount the person was charged when the person received the *Home and Community Care Program service* on which the "similar service some charge" was based — an amount equal to that proscribed amount;

**Note**: it is the intention that the *Commission* accept responsibility for a *proscribed amount* referred to in paragraph (f) of the definition of "proscribed amount" (part of charge per hour) and not for the proscribed amount referred to in paragraph (b) of the definition of "proscribed amount" (amount exceeding maximum amount payable weekly or over a longer period).

**7.3A.12** A condition of any arrangement between the *Commission* and an *approved provider* for the provision of a *Home Care service* (*category A*) to an *entitled person* by the *approved provider* or any *sub-contractor* engaged by it, is that a *Home Care service* (*category A*) will not be provided to an *entitled person* receiving residential care under the *Aged Care Act 1997* including where the *Commission* accepts financial responsibility for the provision of that residential care pursuant to the *Principles*.

**7.3A.13** The prior approval of the *Commission* for the *provision of a Home Care service* (*category A*) to an entitled person by an approved provider or for the *provision of a Home Care service* (*category B*) to an entitled person by an approved provider is not required except that in the case of the *provision of a Home Care service* (*category A*) to an entitled person by an approved provider is not required except that in the case of the *provision of a Home Care service* (*category A*) to an entitled person by an approved provider that is emergency short term home relief (ESTHR), the prior approval of the *Commission* is required for the provision of ESTHR within 24 hours after a previous service of ESTHR.

**Note:** the fact that the Commission's prior approval for treatment is not required does not mean an assessment is not required.

#### Transitional

#### PART 7 — TREATMENT GENERALLY FROM OTHER HEALTH PROVIDERS

#### **7.3A.14** For the purposes of paragraph 7.3A.15:

"former service", in relation to an *entitled person*, means any *Home and Community Care Program* service the person was receiving immediately before 1 January 2001 or after 1 January 2001 and immediately before the person seeks services under the *Veterans' Home Care Program*.

**7.3A.15** (1) An *entitled person* who was receiving a former service is entitled to receive whichever of *Home Care service (category A)* services or of *Home Care service (category B)* services is the most similar to that former service if the *Commission* assesses the person as needing one of those services.

(2) Upon the *Commission* deciding a person in paragraph (1) is entitled to a *Home Care* service (category A) or a *Home Care service* (category B), then the entitlement of that person to the service is subject to the *Principles*.

**7.3A.16** Where a decision is made under paragraph 7.3A.15 (1), including a decision not to provide a service, the *Commission* shall make a record of the decision and give notice of the decision to the *entitled person*.

**Note**: a decision may be recorded in electronic form and notice of the decision may be given in electronic form.

**7.3A.17** Upon the *Commission* making a decision under paragraph 7.3A.15 (1), the *entitled person's* entitlement, if any, to a *Home Care service (category A)*, or to a *Home Care service (category B)*, has effect subject to that decision.

## Limited VHC-type services for dependants and former dependants

#### 7.3A.19A Definitions

For the purposes of paragraphs 7.3A.19A to 7.3A.22 (inclusive):

*eligible person* means a person who is eligible for a service. *service* means a *limited VHC-type service*. *widow(er)* means a widow or a widower.

**7.3A.19** Subject to paragraph 7.3A.21, the *Commission* may accept financial responsibility for the provision of a *limited VHC-type service* to a person eligible to receive the service.

- **7.3A.20** A person eligible for a *limited VHC-type service* is a person who the *Commission* decides is:
  - (a) an *entitled widow(er)* of a deceased *entitled veteran* in circumstances where the deceased *entitled veteran* was, at or about the time of death, being provided with *Domestic Assistance* or *Home and Garden Maintenance* or both; or

**Note**: Eligibility for a limited VHC-type service (treatment) is conferred on dependants by express provisions in Part V of the *Act* or by Determination 7/2001 made under paragraph 88A(1)(b) of the *Act*.

(b) an *entitled person* who is a child of a deceased *entitled veteran* in circumstances where the deceased *entitled veteran* or the deceased *entitled widow(er)* of the deceased *entitled veteran*, was, at or about the time of death, being provided with *Domestic Assistance* or *Home and Garden Maintenance* or both; or

**Note**: "child" under the *Act* has a different meaning to its normal meaning and means a person who has not turned 16 unless the person is undertaking full time education in which case the person is a child until turning 25.

#### PART 7 — TREATMENT GENERALLY FROM OTHER HEALTH PROVIDERS

(c) an *entitled person* who is a former child of a deceased *entitled veteran* in circumstances where the deceased *entitled veteran* or the deceased *entitled widow(er)* of the deceased *entitled veteran*, was, at or about the time of death, being provided with *Domestic Assistance* or *Home and Garden Maintenance* or both and the former child is a person with a serious disability; or

**Note:** "child" under the *Act* has a different meaning to its normal meaning and means a person who has not turned 16 unless the person is undertaking full time education in which case the person is a child until turning 25. Accordingly a child of a veteran ceases to be a child of the veteran upon turning 16 or 25, as the case may be. The child is then a former child of the veteran.

(d) an *entitled person* who is a former child of a deceased *entitled veteran* in circumstances where the deceased *entitled veteran* or the deceased *entitled widow(er)* of the deceased *entitled veteran*, was, at or about the time of death, being provided with *Domestic Assistance* or *Home and Garden Maintenance* or both and the former child was a full-time *carer* of the deceased *entitled veteran* or *entitled widow(er)* immediately prior to the death of the *entitled veteran* or the *entitled widow(er)*, as the case may be; or

**Note:** "child" under the *Act* has a different meaning to its normal meaning and means a person who has not turned 16 unless the person is undertaking full time education in which case the person is a child until turning 25. Accordingly, a child of a veteran ceases to be a child of the veteran upon turning 16 or 25, as the case may be. The child is then a former child of the veteran.

- (e) an *entitled person* who is the partner of an *entitled veteran* ("veteran") and who resided with that veteran immediately before the veteran needed to leave the *home* in order to receive treatment and at or about the time of the veteran's departure, the veteran was being provided with *Domestic Assistance* or *Home and Garden Maintenance* or both.
- (f) either: (i) a child of an *entitled veteran*; or(ii) a former child of an *entitled veteran*;

who resided with the *entitled veteran* or with the *entitled widow(er)* of a deceased *entitled veteran* immediately before the *entitled veteran* or *entitled widow(er)* needed to leave the *home* in order to receive treatment and at or about the time of the departure of the *entitled veteran* or *entitled widow(er)*:

- (iii) the *entitled veteran* or *entitled widow(er)* was being provided with *Domestic Assistance* or *Home and Garden Maintenance* or both; and
- (iv) in the case of a former child of an *entitled veteran* residing with the veteran or the *entitled widow(er)* of the veteran, the former child was a person with a serious disability or was the full-time carer of the *entitled veteran* or of the *entitled widow(er)* of the veteran;

**7.3A.21** The conditions on which the *Commission* will accept financial responsibility for the provision of a *limited VHC-type service* to a person eligible to receive the service are:

(1) in respect of an eligible person in paragraph 7.3A.20 (a) — the service is provided for a period of no longer than 12 weeks commencing on the day after the day on which the *entitled veteran* died ("commencement day"), unless, within the period of 12 weeks commencing on the commencement day, the person claims a pension under Part II of the *Act* in which case the service is provided for no longer than the period commencing on the commencement day and ending at the end of the day on which the *Department* notifies the *Commission* of the outcome of the claim.

**Note** (1): in practice a Commission delegate will determine a claim and the Department will communicate details of the determination to the delegate of the Commission who arranged provision of the *limited VHC-type service*.

#### PART 7 — TREATMENT GENERALLY FROM OTHER HEALTH PROVIDERS

**Note (2):** in practice the Commission will be a delegate exercising the Commission's assessment powers.

- Note (3): notification can be orally or in writing including in electronic form.
- (2) in respect of an eligible person in paragraphs 7.3A.20 (e) or (f), the service is provided over a period no longer than 12 consecutive weeks commencing on the day the *entitled veteran or entitled widow(er)*, as the case may be, left the *home* for treatment.
- (3) the service is identical to either *Domestic Assistance* or *Home and Garden Maintenance* (or both) that the relevant *entitled veteran* or *entitled widow(er)* was receiving at or about the time of his or her death or at or about the time of his or her departure from the *home* for treatment, as the case may be.
- (4) the service is provided on the same terms, including any liability to make a *co payment*, that the *Domestic Assistance* or *Home and Garden Maintenance* (or both) was provided to the relevant *entitled veteran* or *entitled widow(er)* at or about the time of his or her departure from the *home* for treatment, as the case may be.
- (5) the eligible person resided in the *home* of the relevant *entitled veteran* or relevant *entitled widow(er)* at the time of the death of the relevant *entitled veteran* or relevant *entitled widow(er)* or at the time the relevant *entitled veteran* or relevant *entitled widow(er)* departed from the *home* for treatment, as the case may be.
- (6) in order for an eligible person referred to in paragraph 7.3A.20 (d) to be provided with a service, the eligible person must have been:
  - (a) the full-time carer of the entitled veteran immediately prior to the death of the veteran; or
  - (b) must have been the full-time carer of the *entitled widow(er)* of the deceased *entitled veteran* immediately prior to the death of the *widow(er)*;

at or about the time the service is required.

**Note:** the intention is to ensure that a former child satisfies eligibility criteria for a sevice by reference to his or her <u>current</u> situation and not to a previous one. For example, a former child may, in the past, have been a full-time carer of a deceased entitled veteran who received a service. The former child then resided with the widow(er) of the deceased veteran and the widow(er) received a service. The widow(er) then dies or leaves the home for treatment but the former child is only eligible for a service if the child was the full-time carer of <u>the widow(er)</u>. If not, and the former child cannot satisfy any other grounds of eligibility, then the former child is not eligible for a service.

**7.3A.22** For the purposes of paragraph 7.3A.21, a particular veteran or widow(er) is a "relevant entitled veteran" or "relevant entitled widow(er)" in relation to a particular eligible person, where the eligible person was residing with that veteran or that widow(er) at the time of the death of the veteran or widow(er) or at the time of the departure of the veteran or widow(er) from the *home* for treatment, and the eligible person is relying on that fact as constituting an element necessary to establish the basis for the person's entitlement to a service.

**Note (1):** the intention is to ensure that the conditions for providing a service to an eligible person are related to that person's particular circumstances. For example, a former child who resided with an entitled widow before her death is only entitled to the domestic-type assistance that widow was receiving and is not entitled to the domestic-type assistance some other widow was receiving. Similarly, the former child is not entitled to Home and Garden-type maintenance if the widow had not been receiving Home and Garden Maintenance. The entitlement of the eligible person is to reflect the entitlement of the primary beneficiary (entitled veteran, including deceased entitled veteran, or entitled widow(er)).

### PART 7 — TREATMENT GENERALLY FROM OTHER HEALTH PROVIDERS

**Note (2)**: in the case of a child or former child, it is that person's relationship with a veteran, as distinct from a relationship with a veteran's widow or widower, that establishes the eligibility of the child or former child to treatment.

### PART 7 — TREATMENT GENERALLY FROM OTHER HEALTH PROVIDERS

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## 7.4 Optometrical services

**7.4.1** The Commission will accept financial responsibility for optometrical services provided to an entitled person who consults an optometrist participating in the arrangements between optometrists and the Commission.

**7.4.2** The Commission may, from time to time, prepare a Schedule of Prescribable Items that lists the products that may be supplied under these Principles by participating optometrists and other optical dispensers.

Note: The Schedule of Prescribable Items is available at any office of the Department.

**7.4.3** A participating optometrist may render the account for services provided to an entitled person either to the Department or to Medicare under the direct billing arrangements.

**7.4.4** When a participating optometrist direct bills Medicare and visual aids are prescribed, these may be provided under paragraph 7.4.2.

## 7.5 Physiotherapy

**7.5.1** The Commission will accept, subject to paragraph 7.5.3, financial responsibility for physiotherapy treatment for a period, where an LMO or medical practitioner refers an *entitled person* to a registered physiotherapist to whom the Health Insurance Commission has given a provider number.

**Note:** Physiotherapy includes hydrotherapy (see paragraph 1.4.1).

**7.5.2** The period referred to in paragraph 7.5.1 commences on the date of the LMO or other GP's, or medical specialist's, referral.

**7.5.3** Prior approval is required for physiotherapy treatment:

- (a) where those services are to be provided to an *entitled person* classified as a high care patient in a residential aged care facility;
- (b) where those services are to be provided in a public hospital; or
- (c) involving lymphoedema treatment.

**7.5.4** The Commission may accept financial responsibility for hydrotherapy treatment that does not include recreational water exercises or recreational swimming.

## 7.6 Podiatry

**7.6.1** Subject to paragraph 7.6.6, the Commission will accept financial responsibility for podiatry treatment where a LMO or other GP or medical specialist refers an entitled person to a registered podiatrist (to whom the Health Insurance Commission has given a provider number), for an episode of care.

**7.6.2** Prior approval is required for podiatry treatment:

- (a) where those services are to be provided to entitled persons classified as high care patients in a residential aged care facility;
- (b) where those services are to be provided in a public hospital;

#### PART 7 — TREATMENT GENERALLY FROM OTHER HEALTH PROVIDERS

- (c) when prescribing temporary footwear, prescribing more than two pairs of medical grade footwear;
- (d) prescribing more than three pairs for entitled persons living in remote areas;
- (e) repairing depth and custom footwear if the cost is over \$100;
- (f) modifying depth and custom footwear if the cost is over \$100;
- (g) providing an Electrodynographic Analysis and Report;
- (h) providing a Video Gait Analysis and/or Treadmill Analysis and Report;
- (i) delivering services valued at over \$60 under the Miscellaneous Items listed in the Deed of Agreement between the Commission and the podiatrist.

**7.6.3** The Commission will accept financial responsibility for surgical removal of the toenail plate (either partial or total) by a registered podiatrist (to whom the Health Insurance Commission has given a provider number), with or without sterilisation of the matrix, only if prior approval has been obtained.

**7.6.4** The Commission may use an approved contracted supplier for the provision of footwear.

**7.6.5** The Commission will accept financial responsibility for footwear, and footwear repairs, only if the footwear is:

- (a) medical grade footwear;
- (b) prescribed by a registered podiatrist, or a medical specialist who is a rehabilitation specialist, orthopaedic surgeon or rheumatologist; and
- (c) supplied by an approved contractor or other supplier approved by the Commission.

**7.6.6** Except where the Commission decides otherwise, financial responsibility will not be accepted for routine toenail cutting.

### PART 7 — TREATMENT GENERALLY FROM OTHER HEALTH PROVIDERS

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# 7.7 Chiropractic and osteopathic services

**7.7.1** The Commission will accept financial responsibility for chiropractic or osteopathic services where a LMO or other GP or medical specialist refers an entitled person to a registered chiropractor or osteopath to whom the Health Insurance Commission has given a provider number.

**7.7.2** The Commission will only accept financial responsibility for chiropractic and osteopathic services involving treatment of the musculo-skeletal system. No other treatment will be accepted.

**7.7.3** The Commission will only accept financial responsibility for x-rays taken by a registered chiropractor who is licensed to take x-rays under relevant State or Territory legislation.

**7.7.5** The Commission will not accept financial responsibility for the provision of concurrent courses of physiotherapy and chiropractic services or physiotherapy and osteopathic services for the same condition to any entitled person.

## 7.8 Other services

- **7.8.1** The Commission will not accept financial responsibility for certain services, including:
  - (a) herbalist services;
  - (b) homeopathy;
  - (c) iridology;
  - (d) massage that is not performed as part of authorised physiotherapy, chiropractic or osteopathy services; and
  - (e) naturopathy.

# PART 9 — TREATMENT OF ENTITLED PERSONS AT HOSPITALS AND INSTITUTIONS

# 9.1 Admission to a hospital or institution

**9.1.1** Subject to these Principles, the Commission will accept financial responsibility for the provision of treatment to entitled persons as well as urgent treatment for Vietnam veterans, not otherwise entitled, and their dependants as indicated in principle 2.5, at a hospital or an institution.

**Note:** The Commission may raise a charge for treatment provided under paragraph 9.1.1 in accordance with section 93A of the Act.

**9.1.2** The Commission will not approve, or accept financial responsibility for, admission to a hospital or an institution if:

- (b) the person could have been provided with suitable outpatient treatment; or
- (c) the person could have been suitably cared for at home, with or without supporting community health care services, unless the admission would provide respite for a carer of an entitled person.

**9.1.3** Notwithstanding other provisions of these Principles, the Commission will accept financial responsibility for the emergency admission to the nearest hospital of an eligible person for treatment if an office of the Department is notified on the first working day after the admission, or as soon thereafter as is reasonably practicable, if that admission is to a private hospital requiring prior approval as set out in Part 3 of these *Principles*.

**9.1.4** Where hospital treatment of an entitled person has been arranged under these Principles, and the person's partner is an inpatient at another hospital within reasonable proximity, the Commission may arrange the admission or transfer of the person to the hospital at which the person's partner is an inpatient.

**9.1.5** If such arrangements are made under paragraph 9.1.4, the Commission will accept financial responsibility for the hospital treatment of the entitled person.

**9.1.6** The Commission will accept financial responsibility for the admission of an entitled person to a Tier 2 or Tier 3 hospital, as set out in Principle 2 of the *RPPPs*, only if prior approval for the admission is obtained.

**9.1.7** When giving consideration of prior approval under paragraph 9.1.6, the Commission will have regard to the matters set out in paragraph 3.2.2 and in Principle 2 of the *RPPPs*.

**9.1.8** Subject to this Part, the Commission will accept financial responsibility for inpatient treatment of an entitled person in a country or a Territory public hospital or in a private hospital with which arrangements have been previously agreed with the Commission and according to the preferences and requirements set out in Part 3 of these *Principles* and in Principle 2 of the *RPPPs*.

**9.1.9** The Commission's approval is required before it will accept financial responsibility for the admission to hospital, or for hospital treatment, of entitled persons in all other circumstances.

**9.1.10** Where prior approval is required, the Commission will not accept financial responsibility for any additional charges where an admission for treatment is arranged according to these Principles and then non-Medicare Benefits Schedule surgery or cosmetic surgery is performed subsequently without the Commission's approval.

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# 9.2 Financial Responsibility For Treatment In Hospital

**9.2.1** Subject to paragraph 9.2.5, the Commission will accept financial responsibility for any usual and reasonable hospital treatment that takes place at the hospital for persons admitted in accordance with these Principles.

**9.2.2** The Commission may accept financial responsibility for any usual and reasonable treatment that takes place outside the hospital if it is prescribed as a necessary part of inpatient treatment.

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**9.2.4** Subject to paragraph 9.2.5, the Commission will accept financial responsibility for hospital charges on the basis of:

- (a) for a public hospital an amount in accordance with arrangements made with the appropriate State/Territory authority; or
- (b) for a contracted private hospital the rate agreed between the Commission and the hospital;
- (c) for a non-contracted private hospital, when neither a public nor a contracted private hospital can provide the treatment required the rate agreed from time to time between the Commission and the hospital; or
- (d) for a non-contracted hospital, when chosen by an entitled person in preference to a contracted private hospital a rate to be determined by the Commission.
- **9.2.5** The Commission will not accept financial responsibility for the whole, or that portion, of: (a) hospital charges; or
  - (b) charges for any surgically implanted prostheses; or
  - (c) charges paid by health fund benefits;or

in circumstances where the entitled person:

- (d) is insured by private health insurance for hospital charges, or surgically implanted prostheses, and
- (e) agrees to assign to the hospital or other institution the benefits available from private health insurance in respect of all or part of the hospital charges or surgically implanted prostheses.

## 9.3 Nursing-home-type care

- **9.3.1** Where:
  - (a) an entitled person remains an inpatient in excess of 35 consecutive days and there is no acute care certificate under section 3B of the *Health Insurance Act 1973* in force stating reasons approved by the Commission for the continuing need for acute care; or
  - (b) the medical practitioner responsible for treating the entitled person agrees at any time after admission that the entitled person no longer requires acute care;

the person will be regarded as receiving nursing-home-type care.

- **9.3.2** If an entitled person:
  - (a) is eligible for a residential care subsidy under the *Aged Care Act 1997*; and
  - (b) is receiving nursing-home-type care as defined in paragraph 9.3.1;

the Commission will accept financial responsibility for the standard hospital fee for nursing-home-type patients under the *National Health Act 1973*, or other agreed fee, less the residential care amount, unless:

- (c) the Commission has granted an exemption under paragraph 10.4.1; or
- (d) the entitled person is a former prisoner of war or an *entitled veteran* awarded the Victoria Cross;

in which case the Commission will accept financial responsibility for the full amount of the hospital charge.

**9.3.3** Nothing in this Part is to be taken to permit payments to be made by the Commonwealth under both the *Veterans' Entitlements Act 1986* and either the *Aged Care Act 1997* or the *National Health Act 1953* in respect of the same amount for which the Commonwealth has become liable in respect of nursing-home-type care under these Principles or the *Aged Care Act 1997* or the *National Health Act 1953*.

# 9.5 Convalescent care

**9.5.1** Subject to prior approval and subject to paragraph 9.2.5, the Commission will accept financial responsibility for the costs of convalescent care for an entitled person at an institution for a maximum of 21 days during any financial year.

## 9.6 Other matters

**9.6.1** The Commission may withdraw its approval, at any time, for an entitled person's continued inpatient treatment in a hospital or other institution.

# PART 10 — RESIDENTIAL CARE

# Part A — residential care not involving residential care (respite)

Note: this heading is intended to be an aid in interpretation.

# **10.1** Residential care arrangements

**10.1.1** Residential care may be provided in accordance with this Part to:

- (a) a person who has a current valid Gold Card; or
- (b) a person who has a current valid White Card.

**Note** (1): this provision, in conjunction with a determination under section 88A of the Act, <u>also</u> enables the Commission to make a payment for residential care where that care is applied to a condition <u>other than</u> a war caused condition, malignant neoplasm, pulmonary tuberculosis, post traumatic stress disorder or an unidentifiable condition.

Note (2): an "unidentifiable condition" is governed by Determination 19/2000.

Note (3)'residential care' is defined in paragraph 1.4.1.

**10.1.2** Subject to paragraph 10.1.3 and paragraph 10.1.5, a person referred to in paragraph 10.1.1 may be provided with residential care under the *Aged Care Act 1997* and the *Principles*.

**10.1.3** Upon the Commonwealth becoming liable to pay an amount under the *Aged Care Act 1997* in respect of residential care for a person referred to in paragraph 10.1.1, the Commission is taken to have:

- (a) arranged for the provision of that residential care in accordance with this Part; and
- (b) accepted financial responsibility for that amount.
- **Note:** The effect of paragraph 10.1.3 is to provide for payment to be made under the *Veterans' Entitlements Act 1986* instead of the *Aged Care Act 1997*. Section 96-10 of the *Aged Care Act 1997* provides that subsidies payable under Chapter 3 of the *Aged Care Act 1997* in respect of treatment under Part V of the *Veterans' Entitlements Act 1986* are not payable as an automatic appropriation out of the Consolidated Revenue Fund under the *Aged Care Act 1997* but are payable out of that Fund in accordance with the relevant appropriation provisions relating to the arrangement of treatment by the Repatriation Commission under the *Veterans' Entitlements Act 1986*.

**10.1.4** Paragraph 10.1.3 does not permit payments to be made by the Commonwealth under both the *Veterans' Entitlements Act 1986* and the *Aged Care Act 1997* in respect of the same amount for which the Commonwealth has become liable.

**10.1.5** Despite paragraph 10.1.3, where *residential care* is provided to an *entitled person* under the *Aged Care Act 1997* and the Commonwealth is not liable to pay an amount under that Act in respect of an amount incurred by the *entitled person* in relation to that care, the *Commission* may accept financial liability for any such amount incurred by the *entitled person* where the *Principles* so provide.

Note:under the *Aged Care Act 1997* the Commonwealth is not necessarily liable to pay resident fees such as the *residential care amount*. Liability to pay that amount may be accepted by the *Commission* under the *Principles*.

# 10.2 Residential care amount for former prisoners of war

**10.2.1** The *Commission* will accept financial responsibility for the *residential care subsidy* and the *residential care amount* for a former *prisoner of war* who is receiving:

- (a) *residential care*; or
- (b) care in a hospital, classified as nursing-home-type care under paragraph 9.3.1 or as care received as a nursing-home type patient under the *Health Insurance Act 1973*.

**Note**: If a former *prisoner of war* receives a standard of accommodation superior to that medically necessary, the *Commission* cannot accept financial responsibility for any amount additional to the *residential care subsidy* and *residential care amount* for that person.

**10.2.2** Paragraph 10.2.1(a) applies to *residential care* provided on or after 1 January 2005 to a former *prisoner of war* – whether the person was receiving *residential care* immediately before 1 January 2005 or not.

**Note**: the intention is that the beneficial effects of Instrument 10/2004 (abolition of high/low residential care requirements), which commenced on 1 January 2005, also apply to residential care on/after 1 January 2005 for POWs who were in *low level residential care* under the less beneficial *Principles* in force prior to 1 January 2005.

# **10.4** Payment of residential care amount for certain veterans with dependents

**10.4.1** The Commission may, in exceptional circumstances, accept financial responsibility for the residential care amount for a veteran who:

- (a) has a dependant; and
- (b) is receiving a high level of residential care because of war-caused injury or warcaused disease, or both.

# Payment of Residential Care Fees for Victoria Cross Veterans

**10.5.1** The *Commission* may accept financial responsibility for the *residential care amount* and the *residential care subsidy* for an *entitled veteran* awarded the Victoria Cross and who is receiving, or has received, *residential care*.

# Part B — residential care involving residential care (respite)

Note (1): this heading is intended to be an aid in interpretation. Note (2): in Part B *respite admission* and *residential care (respite)* are interchangeable terms.

#### **10.6** Residential care (respite) arrangements

**10.6.1** *residential care (respite)* may be provided to an *entitled person* in accordance with this Part.

**Note**: *residential care (respite)* includes *residential care (28 day respite)* under the *Veterans' Home Care Program*.

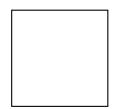
**10.6.2** The *Commission* may, in accordance with the following Table and subject to this Part, accept financial liability for the provision of *residential care (respite)* to an *entitled person* for a period not exceeding 63 days in a Financial year or not exceeding such further period in a Financial year for which *residential care* provided as *respite* to the person is permitted under the *Residential Care Subsidy Principles*.

Note (1): in calculating the maximum period of residential care (respite) available to an entitled person for which the *Commission* may meet certain costs, periods of *residential care (28 day respite)* (where the *Commission* paid the *residential care amount*) and *in-home respite* will be counted.

Note (2) in Part B *respite admission* and *residential care (respite)* are interchangeable terms and *residential care (respite)* includes *residential care (28 day) respite*.

**Note (3):** by virtue of Determination 4/2001 *residential care* applied to a *respite admission* may be applied to the non-war caused (non-accepted) conditions of a white-card holder.

**Note (4):** the *Residential Care Subsidy Principles* (Principles) are made under subsection 96-1 (1) of the *Aged Care Act 1997.* Under Part 7 of the Principles the Secretary may increase the number of days a person may be provided with residential care as respite care by 21.



# LIMITS OF FINANCIAL RESPONSIBILITY ACCEPTED BY THE REPATRIATION COMMISSION FOR RESPITE ADMISSION

category of patient	type of care; max.period of care permitted; type of care costs accepted	type of care; max.period of care permitted; type of care costs accepted
	residential care (28 day respite)	residential care (respite) other than residential care (28 day respite)
	up to 28 days (inclusive) in a Financial year	upon an entitled person exhausting 28 days of <i>residential</i> <i>care (28 day respite)</i> in a Financial year — between and including 29 to 63 days* in that Financial year
POW	RCS + RCA	RCS + RCA
VC	RCS + RCA	RCS + RCA
Other person	RCS + RCA	RCS

For the purposes of this table:

'other person' means an *entitled person* other than a 'POW' or a 'VC'.

'POW' means an *entitled veteran* who is a former *prisoner of war*.

'VC' means an *entitled veteran* awarded the Victoria Cross.

'RCA' means the Commission will accept financial responsibility for the residential care amount.

**'RCS'** means the Commission will accept financial responsibility for the residential care subsidy.

**'RCS + RCA'** means the Commission will accept financial responsibility for the residential care subsidy and the residential care amount.

\* or for such further period permitted under the Residential Care Subsidy Principles.

**10.6.3** Where the *Commission* could accept financial liability for a *residential care amount* otherwise payable by an *entitled person* in respect of a day in *residential care*, but does not accept liability because the *entitled person* chooses to accept that liability , then that day:

- (a) is not to be taken into account in calculating if the person has been a *respite admission* for 63 days or such further period permitted under the *Residential Care Subsidy Principles*; and
- (b) is not to be taken into account in calculating if the person has been provided with *in-home respite* for a period exceeding 28 days in a Financial year.

**10.6.4** Where the *Commission* accepts financial liability for a *residential care amount* otherwise payable by an *entitled person* in respect of a day in *residential care* in a Financial year, then that day is to be taken into account in calculating if the person would receive *in-home respite* for more than 28 days in that Financial year.

**10.6.5** Where the *Commission* accepts financial liability for the provision of *in-home respite* to an *entitled person* on a day, then that day is to be taken into account in calculating if the person has been a *respite admission* for 63 days (or such further period permitted under the *Residential Care Subsidy Principles*).

**10.6.6** Where the *Commission* accepts financial liability for the provision of *emergency short term home relief* on a day, then that day is not to be taken into account in calculating if the person has been a *respite admission* for 63 days (or such further period permitted under the *Residential Care Subsidy Principles*) or if the person has received *in-home respite* for more than 28 days.

**10.6.7 (1)** For the purposes of paragraphs 10.6.1 to 10.6.6 (inclusive) and subject to paragraph (2), a day means:

(a) in relation to *residential care (respite)* — a period of 24 hours;or
(b) in relation to *in-home respite* — a period of 7 hours.

(2) For the purpose of determining if the limit of days for *residential care (respite)* has been reached by reference to the number of days an *entitled person* spent in *in-home respite*, a day of 7 hours in *in-home respite* is taken to have been a day of 24 hours, and for the purpose of determining if the limit of days for *in-home respite* has been reached by reference to the number of days an *entitled person* spent in *residential care (respite)*, a day of 24 hours in *residential care (respite)*, is taken to have been a day of 7 hours.

**Note**: the "limit of days" for *residential care (respite)* or for *in-home respite* means the maximum number of days for which the Commission may accept financial liability for - in the case of *residential care (respite)*, the *residential care subsidy* or the *residential care subsidy* and the *residential care amount*, or for - in the case of *in-home respite*, the cost of *respite* 

**10.6.8** Upon the Commonwealth or an *entitled person* becoming liable to pay an amount under the *Aged Care Act 1997* in respect of *residential care (respite)* provided to that person and the Commission assuming financial responsibility for that amount, the *Commission* is taken to have arranged for the provision of that *residential care (respite)* to that *entitled person* in accordance with this Part.

**Note (1):** the effect of paragraph 10.6.8 is to provide for payment to be made under the *Veterans' Entitlements Act 1986* instead of the *Aged Care Act 1997*. Section 96-10 of the *Aged Care Act 1997* provides that subsidies payable under Chapter 3 of the *Aged Care Act 1997* in respect of treatment under Part V of the *Veterans' Entitlements Act 1986* are not payable as an automatic appropriation out of the Consolidated Revenue Fund under the *Aged Care Act 1997* but are payable out of that Fund in accordance with the relevant appropriation provisions relating to the arrangement of treatment by the Repatriation Commission under the *Veterans' Entitlements Act 1986*.

Note (2): the amount an *entitled person* could be liable to pay for *residential care (respite)* is the *residential care amount*, being a resident's contribution to his or her care.

**10.6.9** Nothing in this Part is to be taken to permit payments to be made by the Commonwealth under both the *Veterans' Entitlements Act 1986* and the *Aged Care Act 1997* in respect of the same amount for which the Commonwealth has become liable in respect of *residential care (respite)* under these *Principles* or the *Aged Care Act 1997*.

# **Part C** — *respite admissions* not involving *residential care* (*respite*)

Note (1): this heading is intended to be an aid in interpretation. Note (2): an example of a *respite admission* not involving *residential care (respite)* would be an admission to a hospital. The definition of *residential care* does not include hospital care.

**10.8** The *Commission* may accept, in whole or in part, financial responsibility for *respite* for a maximum period of 28 days in a Financial year in an institution in respect of which a *residential care subsidy* is not payable if, in the opinion of the *Commission*, it is a cost-effective and appropriate alternative to *residential care* (*respite*) under paragraph 10.6.1 and to *Respite Care* under the *Veterans' Home Care Program*.

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# PART 11 — THE PROVISION OF REHABILITATION APPLIANCES

#### 11.1 Rehabilitation Appliances Program

- **11.1.1** The Commission may provide:
  - (a) surgical appliances; and
  - (b) appliances for self-help and rehabilitation purposes.

**11.1.2** The aim of the Rehabilitation Appliances Program is to restore, facilitate or maintain functional independence and/or minimise disability or dysfunction as part of the provision of quality care to entitled persons.

- **11.1.3** Appliances shall be provided:
  - (a) according to an assessed clinically indicated need; and
  - (b) in an efficient manner of delivery; and
  - (c) towards meeting health care objectives; and
  - (d) in a cost effective manner; and
  - (e) on a timely basis.

**11.1.4** An appliance that is provided should be:

- (a) appropriate for its purpose; and
- (b) safe for the particular entitled beneficiary; and
- (c) part of the overall management of health care for the entitled person;

but should not be an item that is customarily used for domestic purposes and would be used merely for such a purpose by the entitled person.

#### 11.2 Supply of rehabilitation appliances

**11.2.1** Unless otherwise indicated in these Principles, the Commission will arrange the supply of rehabilitation appliances on the condition that these are returned when no longer needed or if the Commission so requests.

**11.2.2** Subject to principle 3.4 and paragraph 11.4.1, the Commission will not be financially responsible for the supply of an appliance without prior approval.

#### 11.3 Restrictions on the supply of certain items

**11.3.1** Subject to this Part, the Commission will provide or accept financial responsibility for the following appliances only to veterans who have a medically assessed need for these items due to a war-caused injury or disease or a *determined condition* other than a *determined residential care condition*:

(a) the supply of electric wheelchairs or electric scooters;

- (b) the supply of a guide dog, provided that the Commission will not be responsible for costs associated with keeping the dog;
- (c) the supply of special vehicle driving controls and devices, if the veteran owns the vehicle and is licensed under relevant State or Territory law to drive a modified vehicle.

**11.3.2** Subject to this Part, the Commission will provide or accept financial responsibility for the provision of electronic communication equipment only to veterans who are:

- (a) legally blind; or
- (b) severely handicapped.

**11.3.3** For the purposes of paragraph 11.3.2, a legally blind veteran means a veteran:

- (a) whose legal blindness is war-caused or caused by a *determined condition* other than a *determined residential care condition*; and
- (b) who has a medically assessed need for the electronic communication equipment; and
- (c) who has been assessed by the Commission as being able to benefit from use of the electronic communication equipment.

**11.3.4** For the purposes of paragraph 11.3.2, a severely handicapped veteran means a veteran:

- (a) whose severe handicap was war-caused or was caused by a *determined condition* other than a *determined residential care condition*; and
- (b) who has a medically assessed need for the electronic communication equipment; and
- (c) who has been assessed by the Commission as being able to benefit from the use of the equipment because it would substantially improve the veteran's:
  - (i) communication skills; and
  - (ii) quality of life.

**11.3.5** Subject to this Part, where financial responsibility has been accepted under principle 2.4 for treatment for a malignant neoplasm, the Commission may provide or accept financial responsibility for the supply of an electric wheelchair or an electric scooter to the veteran if he or she has a medically assessed need for this item because of the malignant neoplasm.

**11.3.6** The Commission will not approve the supply of a rehabilitation appliance to an entitled person in an institution where:

- (a) the Commission is satisfied that the appliance should be supplied by the institution because of Commonwealth, State or Territory legislation under which the institution is registered;or
- (b) the Commission is satisfied that the appliance should be supplied by the institution as the result of charges made or subsidies received by the institution under Commonwealth, State or Territory legislation; or
- (c) installation of the appliance necessitates structural alteration to any part of the institution.

**11.3.7** Subject to other conditions specified in this Part, the Commission may approve the installation or the attachment of a rehabilitation appliance to property when:

- (a) the installation or the attachment conforms to Commonwealth, State or Territory laws relating to alterations to property; and
- (b) the property owner has given approval and an undertaking not to seek compensation for restoration of the property when the appliance is no longer required by the entitled person to whom the aid was supplied.

**11.3.8** Subject to this Part, the Commission may provide or accept financial responsibility for the installation of a telephone deaf aid and/or touch phone and the rental of the aid for the first year, in the workplace of a veteran who has a medically assessed need for these items because of a war-caused injury or disease.

#### 11.4 Visual aids

**11.4.1** The Commission will accept financial responsibility for visual aids dispensed on a prescription of an ophthalmologist or an optometrist in accordance with arrangements entered into between the Commission and suppliers.

**11.4.2** Visual aids may be prescribed from the Schedule of Prescribable Items.

**Note:** The Schedule of Prescribable Items is made by the Commission under paragraph 7.4.2

**11.4.3** Prior approval is required for the prescription of non-Schedule items except in the circumstances referred to in paragraph 11.4.6.

**11.4.4** Subject to paragraph 11.4.5, in any two year period, the Commission shall not provide an entitled person with:

- (a) more than one pair of distance spectacles and one pair of readers; or
- (b) more than one pair of bifocals, trifocals or progressive power lenses.

**11.4.5** The Commission will provide an entitled person with renewed lenses before the expiration of two years if:

- (a) in the opinion of the treating practitioner, there has been a change in;
  - (i) the person's refraction; or
  - (ii) the condition of the person's eyes,

that necessitates new lenses; or

(b) there has been accidental loss or breakage.

**11.4.6** If an entitled person chooses spectacle frames or lenses that differ from those listed in the Schedule of Prescribable Items, or that have not been medically prescribed, the Commission will accept financial responsibility only to the financial limits set out in the schedule.

#### 11.5 Hearing aids

**11.5.1** The Commission will approve the supply of a spectacle hearing aid when it is the only type of hearing aid appropriate and the person is entitled to the treatment of:

(a) all injuries or diseases; or

- (b) war-caused deafness or deafness that is a *determined condition* other than a *determined residential care condition*; or
- (c) war-caused visual defect or a visual defect that is a *determined condition* other than a *determined residential care condition* and the need for a spectacle hearing aid arises from the person's inability to accommodate spectacles and a separate hearing aid.

**11.5.2** Where a person who has a war-caused hearing defect or a hearing defect that is a *determined condition* other than a *determined residential care condition* is provided with a spectacle hearing aid under paragraph 11.5.1:

- (a) new lenses will be provided; or
- (b) the existing spectacle lenses will be fitted as part of the aid.

**11.5.3** The Commission will not be responsible, under paragraph 11.5.2, for the further supply or the fitting of lenses if the person is not entitled to the supply of spectacles.

**11.5.4** Subject to prior approval, the Commission may accept financial responsibility for the supply of a hearing aid from an audiology provider if the hearing aid is unable to be supplied to the eligible person under the *Hearing Services Administration Act 1997* or the *Hearing Services Act 1991*.

**11.5.5** The Commission may accept financial responsibility for service charges in respect of a hearing aid that has been supplied under paragraph 11.5.4.

**11.5.6** The Commission may accept financial responsibility for service charges in respect of a hearing aid following the supply of that hearing aid under paragraph 11.5.4 or 11.5.5.

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#### 11.6 Other rehabilitation appliances

- **11.6.1** Subject to this Part, the Commission may arrange for a wig to be supplied to an entitled person who:
  - (a) became bald as a result of a war-caused injury or disease or as a result of a malignant neoplasm or as a result of treatment of one of these conditions or as a result of a *determined condition* other than a *determined residential care condition* or as a result of the treatment of a *determined condition* other than the treatment of a *determined residential care condition*; or
  - (b) requires a wig as part of medical treatment for disfigurement.
- **11.6.2** The Commission will not accept financial responsibility for the cleaning and setting of a wig.
- **11.6.3** Subject to this Part, the Commission may:
  - (a) provide medically suitable footwear as an aid; or
  - (b) approve the repair of an entitled person's own footwear as part of medically prescribed alterations to the footwear.

**11.6.4** Where the Commission approves the provision of stoma appliances and consumables, the provision will be through:

- (a) a stoma association; or
- (b) the Pharmaceutical Benefits Scheme; or
- (c) the Repatriation Pharmaceutical Benefits Scheme.

**11.6.5** The Commission will accept financial responsibility for the cost of membership of a stoma association and for the cost of postage of stoma supplies.

#### 11.7 Repair and replacement

**11.7.1** The Commission may approve the provision of more than one of the same rehabilitation appliance if the entitled person depends completely on the appliance, and:

- (a) it is necessary to maintain the appliance in a hygienic condition because of domestic or occupational circumstances; or
- (b) the entitled person lives in an isolated country area and would be handicapped by loss or breakage; or
- (c) there are other circumstances where the Commission considers it reasonable to do so.

**11.7.2** Subject to paragraphs 11.7.6 and 11.7.7, the Commission will not be financially responsible for the alteration to, or the repair of, a treatment aid without prior approval.

**11.7.3** The Commission will not be financially responsible for, or reimburse, the cost of an alteration to, or a repair of, a rehabilitation appliance for which it has not accepted financial responsibility, unless there are circumstances where the Commission considers it reasonable to accept financial responsibility.

**11.7.4** The Commission will not be financially responsible for repair or replacement of a rehabilitation appliance for a non war-caused injury or disease while an entitled person is travelling overseas.

**11.7.5** Prior approval will be given for the repair or replacement of an appliance where repair or renewal is necessary because:

- (a) the appliance was damaged by normal wear and tear;
- (b) the appliance inadvertently was damaged or lost; or
- (c) the health-care practitioner treating the entitled person considers that a replacement is required because the person's condition has changed.

**11.7.6** The Commission will not give approval for the repair or replacement of an appliance if repair or renewal is necessary as the result of:

- (a) a wilful act of the entitled person using or wearing the appliance; or
- (b) a negligent act of the entitled person using or wearing the appliance and the person has damaged or lost a similar appliance in the past as a result of negligence or wilfulness.

**11.7.7** Prior approval is not required for repairs to spectacles.

#### **11.8** Treatment aids from hospitals

**11.8.1** The Commission may provide, or accept financial responsibility for, treatment aids as part of inpatient treatment where the aids expedite discharge from hospital.

**11.8.2** The conditions for the supply of treatment aids are the same as those normally applied by the hospitals for patients not covered by these Principles.

**11.8.3** The Commission will not provide, or accept financial responsibility for, a treatment aid as part of inpatient or outpatient treatment where the treatment solely comprises the provision of the treatment aid.

## 11.9 Provision of aids and appliances for accident prevention and personal safety

**11.9.1** Subject to this Principle, the Commission may assist in providing aids and appliances for accident prevention and personal safety for an entitled person by approving financial assistance towards the cost of such appliances to an upper limit of \$163 in a calendar year.

**Note**:section 88A of the Act enables the Commission to determine a class of veterans to be eligible for specified treatment. The Commission determined holders of white cards to be eligible for *'accident prevention and personal safety treatment'* for all injuries/diseases whereas before the determination they could only have been eligible for this treatment for war/defence caused injuries or diseases.

**11.9.2** The Commission may give approval under paragraph 11.9.1 only if it has received a report from a home and safety assessor and the Commission is satisfied that the aid or appliance for which assistance is sought:

- (a) is needed by the person for accident prevention or personal safety as part of the person's preventive health care management; and
- (b) is appropriate for its purpose; and
- (c) is safe and appropriate for the person's particular circumstances; and

- (d) is customarily used for domestic purposes and would be used for such purposes by the person; and
- (e) would be provided or installed efficiently, cost effectively, and on a timely basis.

**11.9.3** The Commission may enter into arrangements with a person or persons:

- (a) to provide the Commission with reports from home and safety assessors; and
- (b) for the provision of aids and appliances for accident prevention and personal safety.

**11.9.4** Subject to Principle 3.4, the Commonwealth will not be financially responsible, either partly or wholly, for the purchase, supply, or installation of an aid or appliance for accident prevention and personal safety unless:

- (a) financial assistance has been approved under paragraph 11.9.1; and
- (b) the appliance is provided under an arrangement entered into under paragraph 11.9.3.

**11.9.5** The Commission cannot accept financial responsibility, either partly or wholly, for the purchase, supply, or installation of an aid or appliance for accident prevention and personal safety if it is satisfied that:

- (a) the appliance can reasonably be obtained under another Commonwealth, State, or Territory program; or
- (b) the appliance should be provided by the owner of a self-care unit, or retirement village, or institution in which the entitled person resides; or
- (c) the installation of the appliance would result in structural alteration to any part of the institution in which the person resides.

**11.9.6** If the relevant aid or appliance requires attachment to real property in such manner that it becomes a fixture or involves alteration to the structure of the property, the Commission may give approval under paragraph 11.9.1 only if it is satisfied that:

- (a) such attachment or alteration will not breach, and will be in accordance with, relevant Commonwealth, State, or Territory laws; and
- (b) the owner of the property has:
  - (i) given approval for the attachment; and
  - (ii) undertaken not to seek compensation for restoration of the property.

**11.9.7** The Commonwealth will not be financially responsible for the maintenance or repair of any aid or appliance for which the Commission has approved financial assistance under this Principle.

**11.9.8** The Commonwealth will not be responsible for any damage caused by:

- (a) the installation, operation, non-operation, use, or misuse of an aid or appliance for which the Commission has approved financial assistance under this Principle; or
- (b) any delay in installing such an aid or appliance or approving financial assistance under this Principle.

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### PART 12 — OTHER TREATMENT MATTERS

#### **12.1** Ambulance transport

**12.1.1** With the exception of arrangements for medical emergency under paragraph 12.1.4 and special arrangements under paragraph 12.1.5, prior approval must be obtained in all cases before ambulance transport is used by an entitled person.

**12.1.2** Approval for ambulance transport normally will be given where the entitled person:

- (a) is a stretcher case;or
- (b) requires treatment during transport;or
- (c) is grossly disfigured; or
- (d) is incontinent to a degree that precludes the use of other forms of transport.

**12.1.3** Other than in exceptional circumstances, air ambulance will be approved only to transport an entitled person with acute medical and surgical complaints for admission to, or discharge from, a hospital.

**12.1.4** The Commission will accept financial responsibility for the use of ambulance transport in a medical emergency for an entitled person if an office of the Department is notified on the first working day after the ambulance transport is used or as soon thereafter as is reasonably practicable.

**12.1.5** Prior approval for ambulance transport for entitled persons is not required where the transport is provided under arrangements between the ambulance service provider and the Commission.

#### 12.2 Treatment under Medicare

**12.2.1** Entitled persons may choose to have their treatment arranged through the Department or under Medicare.

**12.2.2** Subject to these Principles, entitled persons who are treated under Medicare arrangements may also receive services that are not covered by Medicare at the Commission's expense.

**12.2.3** When part or all of the cost of a treatment item has been paid as a Medicare benefit, the Commission will not pay for the same professional or ancillary service regardless of the person's entitlement under the Act.

#### 12.3 Compensable patients

**12.3.1** Unless otherwise indicated in these Principles, the Commission will not accept financial responsibility for the cost of treating a compensable patient.

**Note:** Where expenses have been incurred in relation to the treatment of a compensable patient, costs will be recovered from the patient or the person or authority responsible for compensation in accordance with section 93 or 93A of the Act.

#### 12.4 Prejudicial or unsafe acts or omissions by patients

**12.4.1** The Commission may refuse to be financially responsible for, or provide treatment to, or any further treatment to, an eligible person who, by an act or omission, deliberately prejudices his or her own, or a fellow patient's, treatment or the safety of persons providing treatment.

#### 12.5 Veterans' Home Services program

**12.5.1** For the duration of an entitled person's episode of need, and subject to the availability of funds, the Commission may operate the Veterans' Home Services program for that person if he or she:

- (a) had been assessed as being in need of home-help services at 15 September 1987;and
- (b) had been in receipt of those services at that date; and
- (c) has continuously needed and received those services since that date.

**12.5.2** The services provided under paragraph 12.5.1 may supplement, but may not duplicate for the entitled person, home-help services provided by State, Territory and local government authorities and community agencies.

**12.5.3** Assessment of continuing need for home-help services provided in accordance with paragraph 12.5.1 is carried out by the Commission's Aged and Extended Care Departments or by other bodies authorised by the Commission.

**12.5.4** In making these assessments, continuing need for services provided in accordance with paragraph 12.5.1 will be considered to have been established if these have enabled an entitled person to be maintained at home, rather than entering a hospital or institution.

**12.5.5** The Commission will not accept financial responsibility for the cost of home-help services not provided in accordance with principle 12.5.1 or at a level of service in excess of that which existed at 15 September 1987.

#### 12.6 Recovery of moneys

**12.6.1** Where a payment has been made to any person or body, purportedly as payment for treatment, the Commission may recover (up to the extent that the payment exceeds the amount, if any, that should have been paid to that person or body) any moneys, the payment of which was induced or affected at all by:

- (a) any misrepresentation; or
- (b) any mistake of fact; or
- (c) any mistake of law; or
- (d) any other cause.

**12.6.2** Further to paragraph 12.6.1, the Commission may recover moneys for any excess amounts that should not have been paid to that person or body:

- (a) in a single demand; or
- (b) by instalments; or

- (c) subject to subsection 93H(4) of the Act, by offsetting moneys for any excess amounts against any later claims for payment by that person or body; or
  - **Note:** Subsection 93H(4) provides, in effect, that where amounts have been paid because of a false statement, the Commission may, if the person agrees, offset moneys owed against later claims.
- (d) by a combination of any of these methods of recovery.
- **12.6.3** Nothing in this principle is to be taken to restrict any other right or action for recovery of moneys.

## Schedule 1 Transitional Provisions

#### 1. Treatment Principles No. R8 of 2004

- (a) any arrangement entered into, or taken to have been entered into, by the *Commission* or the *Department* with a *health provider*, under the *revoked Treatment Principles*, being an arrangement that is in force immediately before the commencement of these *Principles* is taken to have been entered into under these *Principles*.
- (b) any decision made, or action commenced, by the *Commission*, the *Department*, a health provider or an *entitled person*, under the *revoked Treatment Principles* being a decision or action that, immediately before the commencement of these *Principles*, was still in force or uncompleted, as the case may be, is taken, respectively, to have been made or instigated under these *Principles*.
- (c) a Scheme (eg Local Medical Officer Scheme, Local Dental Officer Scheme) prepared by the *Commission* under the *revoked Treatment Principles*, that is in force immediately before the commencement of these *Principles* and is referred to in these *Principles*, is taken to have been made by the *Commission* under these *Principles*.
- (d) where, before the commencement of these *Principles* but on or after 1 July 2003, the Commonwealth paid an amount of \$3 (\$3 payment) to a *medical practitioner* for a medical consultation or medical procedure in respect of an *entitled person* and the \$3 payment was in addition to any other amount the Commonwealth paid the medical practitioner and the \$3 payment was not authorised under the *revoked Treatment Principles* or under the *Act* and was made in anticipation of the introduction of the *veterans' access payment*, then on the commencement of these *Principles*, a \$3 payment is taken to have been made under these *Principles* as if it was a *veterans' access payment* for the consultation or procedure.

## Schedule 2 Repatriation Medical Fee Schedule



Australian Government Department of Veterans'Affairs

### **Repatriation Medical Fee Schedule**

1 January 2005

Repatriation Medical Fees can be claimed by medical specialists who provide services to veterans and dependants. Where a specialist agrees to claim the Repatriation Medical Fee for a service provided, no further claim can be levied against that veteran or dependant.

Repatriation Medical Fee assessments and calculations are based on Medicare assessment rules.

Item	Scheduled	Increase	ltem	Scheduled	Increase	Item	Scheduled	Increase	Item	Scheduled	Increase
number	fee	%									
00104	83.50		00338	243.45		00534	635.65		11204	110.20	
00105	41.85		00342	48.15		00536	706.35		11205	110.20	
00106	69.30		00344	63.95		00820	135.70		11210	110.20	
00107	122.40		00346	94.45		00822	203.60		11211	110.20	
00108	77.45		00348	51.05		00823	271.40		11212	71.40	
00110	147.25		00350	114.85		00825	97.50		11215	125.20	
00116	73.70		00352	51.05		00826	155.50		11218	154.70	
00119	41.85		00353	48.60		00828	213.45		11221	69.00	
00122	178.70		00355	97.05		00830	135.70		11222	69.00	
00128	108.05		00356	142.30		00832	203.60		11224	41.60	
00131	77.80		00357	196.40		00834	271.40		11225	41.60	
00160	211.90		00358	239.25		00835	97.50		11235	124.90	
00161	353.10		00364	42.25		00837	155.50		11237	82.85	
00162	494.25		00366	84.40		00838	213.45		11240	82.85	
00163	635.65		00367	123.70		00855	135.70		11241	105.55	
00164	706.35		00369	170.80		00857	203.60		11242	81.60	
00170	112.45		00370	208.00		00858	271.40		11243	81.60	
00171	118.50		00385	83.50		00861	135.70		11300	195.95	
00172	144.20		00386	41.85		00864	203.60		11303	195.95	
00173	24.90		00387	122.40		00866	271.40		11304	322.70	
00193	35.50		00388	77.45		10801	118.75		11306	22.40	
00195		15.00	00410	16.20		10802	118.75		11309	26.75	
00197	67.35		00411	35.50		10803	118.75		11312	37.80	
00199	99.15		00412	67.35		10804	118.75		11315	50.10	
00300	42.25		00413	99.15		10805	118.75		11318	61.80	
00302	84.40		00414		15.00	10806	118.75		11321	117.50	
00304	123.70		00415		15.00	10807	118.75		11324	33.40	
00306	170.80		00416		15.00	10808	118.75		11327	20.10	
00308	208.00		00417		15.00	10809	118.75		11330	8.05	
00310	21.15		00444	16.20	10.00	10816	118.75		11332	59.60	
00312	42.25		00445	35.50		11000	125.35		11333	45.40	
00314	61.85		00446	67.35		11003	331.70		11336	45.40	
00316	85.50		00447	99.15		11004	331.70		11339	45.40	
00318	104.10		00448	112.75		11005	331.70		11500	170.05	
00319	170.80		00449	134.85		11006	170.05		11503	141.20	
00320	42.25		00501	16.20		11009	231.85		11506	20.90	
00322	84.40		00503	35.50		11012	113.95		11509	36.30	
00324	123.70		00507	67.35		11015	152.65		11512	62.90	
00326	170.80		00511	99.15		11018	228.05		11600	70.50	
00328	208.00		00515	158.65		11021	152.65		11602	58.75	
00330	77.55		00519	105.90		11024	116.00		11604	77.10	
00332	121.75		00520	211.90		11027	171.95		11605	77.10	
00334	168.75		00530	353.10		11200	41.50		11610	64.85	
00336	204.25		00532	494.25		11203	70.20		11611	64.85	
L						-					

ltem	Scheduled	Increase	Item	Scheduled	Increase	Item	Scheduled	Increase	ltem	Scheduled	Increase
number	fee	%									
11612	114.40		12215	714.60		13312	28.90		14050	53.70	
11614	77.10		12217	643.75		13318	231.60		14053	53.70	
11615	77.20		12306	104.20		13319	231.60		14100	155.30	
11627	232.80		12309	104.20		13400	98.60		14106	155.30	
11700	31.80		12312	104.20		13500	183.60		14109	190.70	
11701	15.85		12315	104.20		13503	367.25		14112	225.85	
11702	15.85		12318	104.20		13506	187.80		14115	261.10	
11708	130.25		12321	104.20		13700	339.35		14118	331.75	
11709	170.50		12500	220.55		13703	121.60		14124	155.30	
11710	52.80		12503	432.55		13706	84.95		14200	60.95	
11711	28.75		12506	308.80		13709	49.30		14203	52.10	
11712	154.85		12509	220.55		13750	139.15		14206	36.25	
11713	71.00		12512	106.90		13755	139.15		14209	90.35	
11715	123.00		12515	234.05		13757	74.30		14212	188.70	
11718	35.35		12518	106.90		13760	776.50		14215	99.65	
11721	71.00		12521	128.95		13815	86.80		14218	99.65	
11722	35.35		12524	161.15		13818	115.80		14221	53.45	
11724	171.95		12527	86.45		13830	76.75		14224	71.65	
11800	177.70		12530	128.95		13839	23.40		15000	43.40	
11810	177.70		12533	86.10		13842	70.50		15003		20.00
11820	2076.30		13015	259.40		13845	550.80		15006	96.10	
11830	190.15		13020	263.45		13848	133.45		15009		20.00
11833	254.30		13025	117.85		13851	502.60		15012	54.40	
11900	28.10		13030	166.45		13854	116.90		15100	48.60	
11903	113.15		13100	139.15		13857	149.05		15103		20.00
11906	113.15		13103	72.50		13870	310.60		15106	57.35	
11909	168.05		13106	123.60		13873	231.30		15109		20.00
11912	168.05		13109	231.85		13876	70.50		15112	122.40	
11915	168.05		13110	232.60		13879	225.40		15115		20.00
11917	436.10		13112	139.15		13882	76.75		15211	55.70	
11919	436.10		13200	2035.60		13885	138.80		15214		20.00
11921	76.40		13203	508.90		13888	72.30		15215	60.80	
12000	39.65		13206	872.35		13915	66.25		15218	60.80	
12003	59.95		13209	87.10		13918	99.65		15221	60.80	
12012	21.10		13212	370.80		13921	112.80		15224	60.80	
12015	63.60		13215	116.35		13924	66.50		15227	60.80	
12018	81.90		13218	872.35		13927	85.90		15230		20.00
12021	120.00		13221	53.10		13930	119.95		15233		20.00
12200	37.85		13290	208.00		13933	133.10		15236		20.00
12201	2436.50		13292	416.10		13936	86.70		15239		20.00
12203	598.70		13300	58.00		13939	99.65		15242		20.00
12207	598.70		13303	85.90		13942	66.50		15245	60.80	
12210	714.60		13306	340.15		13945	53.45		15248	60.80	
12213	643.75		13309	290.00		13948	66.50		15251	60.80	

ltem	Scheduled	Increase	ltem	Scheduled	Increase	ltem	Scheduled	Increase	Item	Scheduled	Increase
number	fee	%									
15254	60.80		15524	648.90		16624	304.50		18292	127.15	
15257	60.80		15527	80.35		16627	620.05		18294	179.15	
15260		20.00	15530	358.50		16633		20.00	18296	153.25	
15263		20.00	15533	679.80		16636		20.00	18298	179.15	
15266		20.00	15536	271.70		18213	90.30		18350	127.15	
15269		20.00	15539	638.70		18216	193.30		18352	254.30	
15272		20.00	15541	271.70		18219		20.00	18354	127.15	
15303	363.55		15600	1733.30		18222	38.30		18356	127.15	
15304	363.55		15999	132.00		18225	51.00		18358	127.15	
15307	689.15		16003	662.40		18226	289.90		18360	127.15	
15308	689.15		16006	509.00		18227		20.00	18362	251.15	
15311	339.30		16009	347.35		18228	63.65		18364	127.15	
15312	336.85		16012	300.55		18230	242.75		18366	159.30	
15315	666.10		16015	4160.05		18232	193.30		18368	271.85	
15316	666.10		16018	2486.80		18233	193.30		18370	45.90	
15319	413.40		16500	37.00		18234	127.15		30001		20.00
15320	413.40		16501	143.10		18236	63.65		30003	37.00	
15323	735.10		16502	37.00		18238	38.30		30006	47.35	
15324	735.10		16504	37.00		18240	95.30		30010	75.25	
15327	799.75		16505	37.00		18242	38.30		30014	158.20	
15328	799.75		16508	37.00		18244	102.60		30017	331.90	
15331	759.35		16509	37.00		18246	102.60		30020	646.50	
15332	759.35		16511	223.90		18248	90.30		30023	331.90	
15335	689.15		16512	64.60		18250	63.65		30026	53.15	
15336	689.15		16514	37.40		18252	102.60		30029	91.55	
15338	952.55		16515	352.90		18254	102.60		30032	84.00	
15339	77.60		16518	352.90		18256	63.65		30035	119.65	
15342	193.75		16519	543.50		18258	63.65		30038	91.55	
15345	517.10		16520	635.15		18260	90.30		30042	189.05	
15348	59.45		16522	1276.15		18262	63.65		30045	119.65	
15351	118.75		16525	301.10		18264	102.60		30049	189.05	
15354	144.10		16564	221.95		18266	63.65		30052	258.60	
15357	40.70		16567	324.65		18268	90.30		30055	75.25	
15360	367.55		16570	423.60		18270	90.30		30058	146.65	
15363	367.55		16571	324.65		18272	63.65		30061	23.90	
15500	247.15		16573	264.60		18274	90.30		30064	111.90	
15503	317.30		16600	64.60		18276	127.15		30068	281.75	
15506	473.75		16603	124.15		18278	90.30		30071	53.15	
15509	214.20		16606	247.60		18280	127.15		30075	152.45	
15512	276.05		16609	505.00		18282	102.60		30078	49.30	
15513	312.25		16612	397.30		18284	150.35		30081	111.90	
15515	399.60		16615	211.55		18286	150.35		30084	59.90	
15518	78.35		16618	211.55		18288	150.35		30087	30.00	
15521	346.10		16621	211.55		18290	254.30		30090	130.85	3
19971	340.10		10021	211.00		10290	204.30		30090	130.65	

ltem	Scheduled	Increase	ltem	Scheduled	Increase	Item	Scheduled	Increase	ltem	Scheduled	Increase
number	fee	%									
30093	174.70		30244	362.80		30378	533.15		30441	138.70	
30094	192.85		30246	702.35		30379	945.05		30442	189.05	
30096	187.25		30247	752.75		30382	1330.70		30443	752.75	
30099	91.55		30250	1273.80		30384	1119.40		30445	752.75	
30103	187.25		30251	1956.65		30385	573.55		30446	752.75	
30104	129.25		30253	849.30		30387	646.50		30448	990.65	
30107	223.90		30255	1130.90		30388	1626.55		30449	1101.60	
30111	378.30		30256	453.55		30390	223.90		30450	533.90	
30114	378.30		30259	200.70		30391	289.50		30451	272.50	
30165	463.15		30262	59.90		30392	686.75		30452	384.40	
30168	463.15		30266	152.45		30393	533.15		30454	878.15	
30171	704.40		30269	152.45		30394	501.80		30455	1032.55	
30174	704.40		30272	301.10		30396	1035.05		30457	1404.70	
30177	1003.70		30275	1794.90		30397	236.60		30458	1032.55	
30178	704.40		30278	47.35		30399	325.45		30460	878.15	
30180	138.95		30281	121.60		30400	644.00		30461	1505.35	
30183	250.90		30283	208.45		30402	473.05		30463	1848.20	
30185	185.80		30286	405.10		30403	530.70		30464	2217.90	
30186	48.35		30289	511.45		30405	931.55		30466	1278.95	
30187	261.65		30293	453.55		30406	53.15		30467	1582.00	
30189	149.95		30294	1794.90		30408	399.25		30469	1752.20	
30190	405.00		30296	1042.40		30409	177.70		30472	946.25	
30192	40.40		30297	1042.40		30411	90.40		30473	180.35	
30195	64.60		30306	813.20		30412	53.30		30475	326.10	
30196	128.60		30308	813.20		30414	702.35		30476	250.10	
30197	448.10		30309	1042.40		30415	1404.70		30478	250.10	
30202	49.20		30310	465.70		30416	762.65		30479	484.75	
30203	173.35		30313	277.90		30417	1143.90		30481	363.55	
30205	128.60		30314	465.70		30418	1626.55		30482	258.50	
30207	45.40		30315	1160.65		30419	832.00		30483	180.30	
30210	165.95		30317	1389.80		30421	2032.90		30484	371.50	
30213	111.80		30318	924.10		30422	687.60		30485	573.55	
30214	111.80		30320	1389.80		30425	1330.70		30487	184.20	
30216	27.85		30321	924.10		30427	1589.40		30488	91.55	
30219	27.85		30323	1389.80		30428	1700.35		30490	535.90	
30223	165.95		30324	1389.80		30430	2365.60		30491	565.45	
30224	241.90		30329	251.40		30431	530.70		30493	339.30	
30225	272.50		30330	731.80		30433	739.25		30494	428.10	
30226	152.45		30332	353.10		30434	598.85		30496	598.85	
30229	277.90		30335	882.65		30436	665.35		30497	714.00	
30232	227.70		30336	1059.25		30437	828.05		30499	849.30	
30235	301.10		30373	492.05		30438	1171.80		30500	909.30	
30238	152.45		30375	530.70		30439	189.05		30502	1003.70	
30241	362.80		30376	530.70		30440	535.90		30503	1123.80	4

ltem	Scheduled	Increase	Item	Scheduled	Increase	Item	Scheduled	Increase	Item	Scheduled	Increase
number	fee	%									
30505	561.85		30569	376.90		31000	591.40		31429	1274.90	
30506	983.35		30571	453.55		31001	739.25		31432	1363.50	
30508	1035.05		30572	453.55		31002	887.15		31435	1002.20	
30509	1035.05		30574	125.50		31200	34.60		31438	1588.50	
30511	865.00		30575	522.10		31205	97.15		31441	256.25	
30512	1064.45		30577	1109.00		31210	125.35		31450	414.05	
30514	1567.20		30578	1168.10		31215	146.10		31452	724.45	
30515	717.10		30580	1064.45		31220	218.45		31454	573.55	
30517	938.95		30581	776.30		31225	388.25		31456	250.10	
30518	1005.50		30583	1216.00		31230	171.10		31458	300.05	
30520	687.60		30584	1794.90		31235	146.10		31460	363.55	
30521	1471.20		30586	714.00		31240	171.10		31462	530.70	
30523	1537.55		30587	739.25		31245	375.70		31464	887.15	
30524	1692.90		30589	1273.80		31250	375.70		31466	1330.75	
30526	2195.60		30590	1404.70		31255	225.40		31468	1462.00	
30527	887.15		30593	1922.15		31260	321.40		31470	733.30	
30529	1330.70		30594	2217.90		31265	187.80		31472	1191.10	
30530	798.50		30596	913.60		31270	263.00		31500	264.80	
30532	916.80		30597	733.30		31275	304.70		31503	353.10	
30533	1090.55		30599	1330.70		31280	158.65		31506	397.20	
30535	1727.45		30600	791.30		31285	216.90		31509	353.10	
30536	1752.20		30601	974.70		31290	250.40		31512	662.05	
30538	1212.50		30602	1582.00		31295	298.20		31515	444.05	
30539	887.15		30603	1670.80		31300	325.75		31518	749.65	
30541	1545.10		30605	1899.95		31305	400.70		31521	441.35	
30542	1049.75		30606	1131.05		31310	283.75		31524	1059.25	
30544	768.90		30609	472.90		31315	358.90		31527	529.70	
30545	1870.50		30614	472.90		31320	400.70		31530	606.50	
30547	1286.35		30615	530.70		31325	275.50		31533	140.40	
30548	961.00		30617	362.80		31330	325.75		31536	192.85	
30550	2099.65		30621	414.95		31335	375.70		31539	406.10	
30551	1449.05		30628	36.25		31340		20.00	31542	200.45	
30553	1071.85		30631	240.95		31345	214.70		31545	606.50	
30554	2336.15		30635	297.20		31346	214.70		31548	140.40	
30556	1611.60		30641	414.95		31350	441.25		31551	220.70	
30557	1190.20		30644	530.70		31355	727.45		31554	441.35	
30559	865.00		30653	47.35		31400	265.80		31557	353.10	
30560	961.00		30656	110.10		31403	306.80		31560	353.10	
30562	605.90		30660	189.05		31406	511.30		31563	264.55	
30563	605.90		30663	147.00		31409	1588.50		31566	132.35	
30564	786.35		30666	48.35		31412	1956.65		32000	1050.10	
30565	887.15		30672	453.55		31420	187.25		32003	1098.55	
30566	985.50		30676	386.00		31423	409.00		32004	1171.30	
30568	739.25		30679	98.05		31426	818.10		32005	1323.25	5

ltem	Scheduled Ind	rease Item	Sc	heduled	Increase	Item	Scheduled	Increase	ltem	Scheduled	Increase
number	fee %	num	ber fee	e e e e e e e e e e e e e e e e e e e	%	number	fee	%	number	fee	%
32006	1171.30	321	11 64	6.20		32514	943.60		33136	2664.40	
32009	1389.40	321	12 78	6.35		32517	1215.10		33139	1615.55	
32012	1534.80	321	14 17	7.70		32700	1462.45		33142	1508.45	
32015	1886.20	321	15 12	9.20		32703	1209.85		33145	2595.60	
32018	1599.35	321	17 10	17.85		32708	1447.20		33148	3223.45	
32021	573.55	321	20 26	1.65		32710	1608.05		33151	3062.65	
32024	1389.40	321		9.30		32711	1768.85		33154	2266.45	
32025	1858.50	321	26 49	2.80		32712	1278.70		33157	2526.65	
32026	2001.40	321		6.20		32715	1278.70		33160	2526.65	
32028	2144.45	321		3.30		32718	1209.85		33163	2144.05	
32029	428.90	321		.95		32721	1921.70		33166	2144.05	
32030	1050.10	321		.70		32724	2182.15		33169	1669.20	
32033	1534.80	321		4.40		32730	1653.85		33172	1301.60	
32036	1946.65	321		4.40		32733	1921.70		33175	1199.60	
32039	1563.00	321		.70		32736	421.10		33178	1525.45	
32042	1316.65	321		7.50		32739	1316.95		33181	1865.05	
32045	492.80	321		.95		32742	1508.45		33500	1156.10	
32045	761.45	321	-	1.65		32745	1722.70		33506	1294.10	
32047	887.15	321		.40		32748	1868.20		33509	1447.20	
32047	2358.80	321		4.10		32751	1209.85		33512	1608.05	
32054	2164.85	321		9.30		32754	1508.45		33515	1768.85	
32054 32057	573.55	321		2.80		32757	421.10		33518	1294.10	
32057	2358.80	321		6.20		32760	413.40		33521	1401.10	
32060	2164.85	321		9.95		32763	1209.85		33524	1653.85	
32065	573.55	321		4.10		32766	804.00		33527	1921.70	
32060	1744.85	321		.40		32769	278.70		33530	1653.85	
32009	48.80	321		.40		33050	1481.75		33533	1921.70	
32072	76.45	321		5.60		33055	1188.30		33536	1370.65	
32073	171.60	321		7.50		33070	857.35		33539	987.70	
32078	235.70	321		1.65		33070	1090.60		33542	1408.80	
32081	113.40	321		1.90		33080	1331.20		33545	278.70	
32084 32087	208.45	321		1.90		33080	1331.20		33545	566.75	
										278.70	
32090	340.40	322		1.10		33103	2051.90		33551		
32093	477.70 561.85	322		6.50		33109	2480.80		33554	277.30	
32094		322		4.10		33112	2151.55		33800		
32095	130.20 261.65	322 322		8.70		33115	1447.20		33803 33806	1148.50 826.90	
32096		-				33116	-				
32099	339.30	322		8.70		33118	1608.05		33810	603.25	
32102	646.20	325		1.80		33119	1582.80		33811	1795.80	
32103	786.35	325	-	1.80		33121	1768.85		33812	949.45	
32104	1017.85	325	-	2.50		33124	1232.75		33815	872.90	
32105	492.80	325		3.30		33127	1615.55		33818	1018.40	
32106	1389.40	325		3.30		33130	1408.80		33821	1163.80	
32108	1017.85	325	11 80	7.80		33133	1056.60		33824	1110.20	6

ltem	Scheduled In	crease	ltem	Scheduled	Increase	Item	Scheduled	Increase	Item	Scheduled	Increase
number	fee %		number	fee	%	number	fee	%	number	fee	%
33827	1301.60		34528	277.30		35341	1237.90		35596	696.30	
33830	1493.00		34530	208.00		35344	1615.20		35599	686.75	
33833	1355.35		34533	1263.30		35347	787.20		35600	533.15	
33836	1615.55		34538	277.30		35350	1049.65		35602	686.75	
33839	1891.20		34539	208.00		35353	1163.95		35605	372.60	
33842	934.15		34800	826.90		35356	1426.40		35608	65.10	
33845	650.80		34803	1822.40		35500	82.70		35611	65.10	
33848	650.80		34806	987.70		35502	81.65		35612	515.15	
34100	719.80		34809	987.70		35503	54.55		35613	412.20	
34103	421.10		34812	1194.50		35506	54.65		35614	65.00	
34106	297.05		34815	987.70		35507	177.70		35615	54.65	
34109	344.45		34818	1087.25		35508	261.65		35616	457.75	
34112	872.90		34821	1477.80		35509	91.15		35618	221.95	
34115	987.70		34824	505.40		35513	225.80		35620	54.30	
34118	1408.80		34827	612.55		35517	148.60		35622	613.45	
34121	1125.50		34830	719.80		35518	211.55		35623	834.10	
34124	1232.75		34833	934.15		35520	59.35		35626	84.35	
34127	1615.55		35000	719.80		35523	59.35		35627	109.10	
34130	505.40		35003	934.15		35527	148.60		35630	186.35	
34133	566.75		35006	1171.50		35530	274.70		35633	221.95	
34136	911.05		35009	911.05		35533	356.20		35634	698.15	
34139	911.05		35012	719.80		35536	354.80		35635	304.90	
34142	1125.50		35100	375.30		35539	277.90		35636	440.95	
34145	819.30		35103	238.85		35542	325.45		35637	414.05	
34148	1462.45		35200	174.65		35545	187.00		35638	724.45	
34151	1998.40		35202	832.00		35548	849.30		35640	186.35	
34154	2381.30		35300	524.80		35551	696.30		35641	1265.30	
34157	1209.85		35303	672.85		35554	44.30		35643	221.95	
34160	2266.45		35304	524.80		35557	218.40		35644	207.35	
34163	2909.50		35305	672.85		35560	696.30		35645	324.55	
34166	2909.50		35306	621.00		35561	1404.70		35646	207.35	
34169	1615.55		35309	776.30		35562	1153.25		35647	207.35	
34172	1316.95		35310	776.30		35564	532.45		35648	324.55	
34175	1209.85		35312	879.80		35565	696.30		35649	545.75	
34500	314.00		35315	879.80		35566	404.50		35653	686.95	
34503	421.10		35317	362.30		35567	714.85		35657	686.95	
34506	214.30		35319	649.45		35569	163.75		35658	423.60	
34509	995.35		35320	872.35		35572	126.05		35661	887.15	
34512	1094.95		35321	828.05		35576	432.70		35664	1478.60	
34515	780.95		35324	310.45		35580	545.75		35667	1256.65	
34518	1309.25		35327	416.10		35584	686.75		35670	1034.80	
34521	804.30		35330	524.80		35587	178.75		35673	771.55	
34524	421.10		35335	901.55		35590	545.75		35674	211.55	
34527	561.65		35338	1153.00		35593	545.75		35677	545.75	7

ltem	Scheduled	Increase	ltem	Scheduled	Increase	Item	Scheduled	Increase	ltem	Scheduled	Increase
number	fee	%	number	fee	%	number	fee	%	number	fee	%
35678	658.00		36552	755.00		36812	169.70		37209	1314.65	
35680	592.60		36558	661.60		36815	242.20		37210	1622.40	
35684	479.75		36561	175.60		36818	281.60		37211	1970.45	
35688	404.50		36564	941.45		36821	329.10		37212	281.60	
35691	161.60		36567	1034.80		36824	217.00		37215	424.10	
35694	649.30		36570	1314.65		36825	591.90		37218	140.80	
35697	963.40		36573	941.45		36827	234.05		37219	285.95	
35700	743.40		36576	1178.90		36830	207.00		37220	1063.20	
35703	68.70		36579	755.00		36833	281.60		37221	474.85	
35706	68.70		36585	755.00		36836	234.05		37223	210.00	
35709	44.30		36588	941.45		36840	329.10		37224	329.10	
35710	471.80		36591	1128.10		36842	331.20		37300	47.45	
35713	461.10		36594	941.45		36845	704.00		37303	75.40	
35717	555.20		36597	941.45		36848	234.05		37306	661.60	
35720	686.75		36600	1128.10		36851	234.05		37309	941.45	
35723	491.90		36603	1314.65		36854	474.85		37315	140.80	
35726	491.90		36604	272.50		36857	373.15		37318	281.60	
35729	221.75		36606	2357.95		36860	169.70		37321	95.00	
35750	798.90		36609	755.00		36863	474.85		37324	234.05	
35753	883.45		36612	661.60		37000	755.00		37327	329.10	
35754	1111.70		36615	755.00		37004	661.60		37330	661.60	
35756	798.90		36618	661.60		37008	424.10		37333	568.25	
35759	573.55		36621	472.90		37011	95.00		37336	755.00	
36500	941.45		36624	568.25		37014	1085.65		37339	244.25	
36502	696.30		36627	704.00		37020	755.00		37340	432.70	
36503	1416.50		36630	347.75		37023	424.10		37341	927.90	
36506	941.45		36633	755.00		37026	424.10		37342	848.20	
36509	797.20		36636	407.20		37029	941.45		37343	1416.50	
36516	941.45		36639	848.20		37038	704.40		37345	704.00	
36519	1314.65		36642	424.10		37041	47.45		37348	704.00	
36522	1128.10		36645	1085.65		37041	927.90		37351	281.60	
36525	1603.15		36648	966.95		37042	686.75		37354	329.10	
36526	1314.65		36649	272.50		37043	704.40		37369	189.95	
36527	1622.40		36652	661.60		37044	1454.75		37372	474.85	
36528	1314.65		36654	848.20		37043	1696.40		37375	1178.90	
36529	1622.40		36656	1085.65		37047	755.00		37381	755.00	
36531	1178.90		36658	535.90		37053	872.35		37384	1178.90	
36532	1692.10		36660	260.10		37200	1034.80		37387	329.10	
36533	1999.85		36662	621.35		37200	844.00		37390	941.45	
36537	704.00		36800	28.15		37201	423.60		37393	234.05	
36540	1128.10		36803	474.85		37202	1061.05		37393	755.00	
36540 36543	1314.65		36803	661.60		37203	568.25		37396	474.85	
36546	704.00		36809	848.20		37207	882.25		37405	941.45	
36549	848.20		36811	329.30		37208	423.60		37408	474.85	8

ltem	Scheduled	Increase	ltem	Scheduled	Increase	Item	Scheduled	Increase	ltem	Scheduled	Increase
number	fee	%									
37411	941.45		38213	416.10		38450	872.30		38550	2185.25	
37415	47.45		38215	451.70		38452	584.10		38553	2769.25	
37417	568.25		38218	677.45		38453	1752.20		38556	3161.15	
37418	755.00		38220	225.85		38455	2370.05		38559	2577.05	
37420	373.15		38222	451.70		38456	1559.90		38562	3161.15	
37423	941.45		38225	677.50		38457	1456.30		38565	3545.50	
37426	992.30		38228	903.40		38458	776.30		38568	1896.85	
37429	329.10		38231	1129.25		38460	280.45		38571	2089.10	
37432	941.45		38234	903.35		38462	332.30		38572	2023.25	
37435	95.00		38237	1129.20		38464	361.25		38577	564.60	
37438	281.60		38240	1354.90		38466	975.50		38588	423.60	
37444	1017.85		38243	451.70		38468	1503.05		38600	1559.90	
37601	281.60		38246	1129.20		38469	1752.20		38603	975.90	
37604	281.60		38256	272.05		38470	975.90		38606	391.85	
37607	941.45		38270	928.85		38473	584.10		38609	487.85	
37610	1416.50		38275	303.65		38475	846.95		38612	546.90	
37613	281.60		38278	650.35		38477	2039.80		38613	686.40	
37616	704.00		38281	260.10		38478	988.15		38615	1559.90	
37619	281.60		38284	852.60		38480	2039.80		38618	1944.35	
37623	234.05		38285	196.45		38481	2322.20		38621	776.30	
37800	530.70		38286	176.90		38483	1752.20		38624	872.30	
37803	530.70		38287	2136.55		38485	832.00		38627	681.80	
37806	613.20		38290	2720.60		38487	1752.20		38637	564.60	
37809	613.20		38293	2920.20		38488	1944.35		38640	975.90	
37812	566.15		38400	39.25		38489	2312.35		38643	1086.80	
37815	94.40		38403	78.25		38490	564.60		38647	2173.40	
37818	500.40		38406	136.00		38493	1993.25		38650	1944.35	
37821	848.20		38409	136.00		38496	635.30		38653	1944.35	
37824	1179.40		38410	167.60		38497	2084.80		38656	975.90	
37827	543.30		38412	213.00		38498	2084.80		38670	1943.95	
37830	704.00		38415	406.55		38500	2240.00		38673	2188.00	
37833	336.00		38418	975.90		38501	2240.00		38677	2046.90	
37836	707.70		38421	1559.90		38503	2432.15		38680	2427.95	
37839	801.95		38424	975.90		38504	2432.15		38700	1086.80	
37842	1556.95		38427	1204.90		38505	282.30		38703	1959.10	
37845	707.70		38430	621.00		38506	1655.90		38706	1855.55	
37848	1273.75		38436	254.30		38507	1943.95		38709	2173.40	
37851	943.60		38438	1559.90		38508	2432.15		38712	2609.75	
37854	373.15		38440	1168.10		38509	2432.15		38715	1737.35	
38200	453.55		38441	1848.20		38512	2136.55		38718	2173.40	
38203	541.20		38446	1204.90		38515	2720.60		38721	1522.90	
38206	654.30		38447	1559.90		38518	2920.20		38724	2173.40	
38209	840.05		38448	369.65		38521	1071.85		38727	1522.90	
38212	1397.40		38449	2182.25		38524	293.05		38730	2173.40	9

ltem	Scheduled	Increase	ltem	Scheduled	Increase	Item	Scheduled	Increase	ltem	Scheduled	Increase
number	fee	%									
38733	1522.90		39303	474.60		39818	1860.55		40700	1776.40	
38736	2173.40		39306	689.15		39821	2209.25		40703	1493.00	
38739	1959.10		39309	727.30		39900	528.30		40706	2182.15	
38742	1959.10		39312	405.80		39903	1615.55		40709	528.30	
38743	928.85		39315	1048.90		39906	811.55		40712	1064.20	
38745	2173.40		39318	650.80		40000	934.15		40800	650.35	
38748	2173.40		39321	482.30		40003	934.15		40801	1777.50	
38751	2173.40		39323	281.75		40006	735.05		40803	1217.40	
38754	2720.60		39324	281.75		40009	535.90		40850	2305.75	
38757	2173.40		39327	482.30		40012	1048.90		40851	4035.10	
38760	2173.40		39330	281.75		40015	650.35		40852	346.80	
38763	2173.40		39331	281.75		40018	162.35		40854	535.90	
38766	2173.40		39333	405.80		40100	704.40		40856	260.10	
39000	76.70		39500	1294.10		40103	1033.70		40858	535.90	
39003	87.25		39503	972.35		40106	1048.90		40860	2059.55	
39006	162.35		39600	482.30		40109	1133.05		40862	193.10	
39009	60.40		39603	1217.40		40112	1454.75		40903	564.60	
39012	241.90		39606	811.55		40115	735.05		40905	612.60	
39013	111.20		39609	972.35		40118	972.35		41500	84.00	
39015	382.80		39612	1140.90		40300	972.35		41503	243.20	
39018	382.80		39615	1217.40		40301	975.50		41506	146.65	
39100	241.90		39640	3086.80		40303	1110.20		41509	165.95	
39106	1209.85		39642	3245.20		40306	1462.45		41512	596.65	
39109	451.75		39646	3720.05		40309	1110.20		41515	391.50	
39112	1569.65		39650	2691.00		40312	1493.00		41518	945.65	
39115	76.70		39653	4788.65		40315	1615.55		41521	1006.85	
39118	303.25		39654	3482.70		40316	2117.50		41524	290.90	
39121	643.25		39656	2612.00		40318	2021.40		41527	598.30	
39124	1646.15		39658	3086.80		40321	1110.20		41530	974.70	
39125	303.50		39660	3086.80		40324	650.80		41533	1165.20	
39126	368.45		39662	3086.80		40327	650.80		41536	1305.05	
39127	482.30		39700	566.75		40330	972.35		41539	1109.75	
39128	671.95		39703	528.30		40331	972.35		41542	1216.00	
39130	686.45		39706	1133.05		40332	1586.70		41545	530.70	
39131	130.20		39709	1615.55		40333	811.55		41548	704.40	
39133	162.35		39712	2917.15		40334	1073.00		41551	1622.05	
39134	346.80		39715	2021.40		40335	1970.70		41554	1911.05	
39135	162.35		39718	888.20		40336	321.65		41557	1109.75	
39136	162.35		39721	811.55		40339	1615.55		41560	1216.00	
39137	616.45		39800	2909.50		40342	1493.00		41563	1505.35	
39138	686.45		39803	2909.50		40345	1389.90		41564	1946.65	
39139	921.55		39806	1309.25		40348	1764.60		41566	1109.75	
39140	298.20		39812	643.25		40351	1764.60		41569	1216.00	
39300	359.80		39815	1860.55		40600	972.35		41572	1051.90	10

ltem	Scheduled Inc	rease Item	Scheduled	Increase	Item	Scheduled	Increase	Item	Scheduled	Increase
number	fee %	number	fee	%	number	fee	%	number	fee	%
41575	2480.05	41704	37.00		41828	53.15		42530	643.25	
41576	3720.05	41707	456.70		41831	363.55		42533	413.40	
41578	2480.05	41710	530.70		41832	232.60		42536	849.85	
41579	1860.00	41713	617.60		41834	1312.50		42539	1209.85	
41581	2852.50	41716	301.10		41837	1258.50		42542	513.05	
41584	1957.55	41719	119.65		41840	1547.45		42543	899.90	
41587	2666.15	41722	598.30		41843	1360.75		42545	1301.60	
41590	1216.00	41725	456.70		41846	189.05		42548	773.30	
41593	1584.85	41728	913.60		41849	277.85		42551	643.25	
41596	1771.20	41729	579.00		41852	301.10		42554	750.35	
41599	1771.20	41731	791.30		41855	293.45		42557	1048.90	
41608	1109.75	41734	1032.55		41858	503.15		42560	413.40	
41611	714.00	41737	492.05		41861	615.25		42563	528.30	
41614	1109.75	41740	59.90		41864	414.95		42566	750.35	
41615	1109.75	41743	343.55		41867	624.55		42569	1048.90	
41617	1929.70	41746	791.30		41868	395.80		42572	119.40	
41620	839.50	41749	617.60		41870	463.15		42573	231.60	
41623	1216.00	41752	301.10		41873	598.30		42574	492.05	
41626	146.65	41755	47.35		41876	598.30		42575	84.30	
41629	530.70	41758	119.65		41879	969.40		42578	474.60	
41632	243.20	41761	125.05		41880	258.80		42581	119.40	
41635	1165.20	41764	125.05		41881	409.00		42584	281.75	
41638	1454.35	41767	750.35		41884	92.70		42587	52.85	
41641	48.35	41770	714.00		41885	293.10		42590	344.45	
41644	145.40	41773	598.30		41886	181.25		42593	208.30	
41647	111.90	41776	596.65		41889	181.25		42596	513.05	
41650	111.90	41779	714.00		41892	239.35		42599	643.25	
41653	73.25	41782	969.40		41895	374.40		42602	643.25	
41656	125.05	41785	1202.65		41898	261.65		42605	474.60	
41659	79.00	41786	750.35		41901	615.25		42608	306.25	
41662	84.00	41787	579.00		41904	250.90		42610	98.00	
41668	223.90	41789	301.10		41905	461.65		42611	147.00	
41671	492.05	41793	378.30		41907	125.05		42614	49.15	
41672	613.85	41797	146.65		41910	397.30		42615	73.50	
41674	102.30	41801	165.95		42503	104.35		42617	139.45	
41677	91.55	41804	91.55		42506	490.00		42620	53.65	
41680	165.95	41807	71.40		42509	620.15		42621	53.65	
41683	119.20	41810	36.25		42510	714.85		42622	84.30	
41686	73.25	41813	362.80		42512	490.00		42623	712.20	
41689	138.95	41816	189.05		42515	620.15		42626	1148.50	
41692	181.25	41819	355.30		42518	359.80		42629	865.20	
41695	101.80	41820	426.40		42521	1225.15		42632	119.40	
41698	33.05	41822	243.20		42524	208.30		42635	306.25	
41701	93.65	41825	362.80		42527	413.40		42638	382.80	11

42641 42644 42647 42650 42651 42653 42656 42659	fee 497.65 73.45 208.30 73.45 163.70	%	number 42758	fee	%	number	fee	%	number	fee	%
42644 42647 42650 42651 42653 42656	73.45 208.30 73.45										/0
42644 42647 42650 42651 42653 42656	73.45 208.30 73.45										
42647 42650 42651 42653 42656	208.30 73.45		40704	712.20		42878	556.10		43864	1273.75	
42650 42651 42653 42656	73.45		42761	528.30		42881	463.40		43867	707.70	
42651 42653 42656			42764	528.30		42884	463.40		43870	990.70	
42653 42656	163 70		42767	1110.20		42887	463.40		43873	1321.00	
42656	100.70		42770	300.25		42990	463.40		43876	1132.25	
	1362.85		42771	295.50		42993	556.10		43879	1321.00	
42659	1699.80		42773	918.80		42996	556.10		43882	1698.35	
	918.80		42776	1362.85		42999	556.10		43900	1132.25	
42662	918.80		42779	1699.80		43002	90.10		43903	1887.00	
42665	612.55		42782	459.35		43005	463.40		43906	1651.10	
42667	144.55		42783	459.35		43008	463.40		43909	1651.10	
42668	76.70		42785	359.80		43011	556.10		43912	1559.90	
42672	918.80		42786	359.80		43014	556.10		43915	1179.40	
42673	459.35		42788	359.80		43017	90.10		43930	453.55	
42676	117.85		42789	359.80		43500	125.65		43933	530.80	
42677	62.05		42791	359.80		43503	208.45		43936	990.70	
42680	306.25		42792	359.80		43506	362.80		43939	754.85	
42683	122.50		42794	68.90		43509	362.80		43942	236.00	
42686	278.70		42797	68.90		43512	362.80		43945	990.70	
42689	119.40		42806	359.80		43515	362.80		43948	141.60	
42692	281.75		42807	362.30		43518	598.30		43951	887.15	
42695	459.35		42808	362.30		43521	472.90		43954	1085.15	
42698	716.65		42809	459.35		43524	598.30		43957	1179.40	
42701	399.60		42810	578.05		43801	974.70		43960	414.95	
42702	916.50		42812	168.50		43804	1037.80		43963	1651.10	
42703	582.50		42815	643.25		43807	1132.25		43966	1887.00	
42704	474.60		42818	597.10		43810	1321.00		43969	2594.70	
42707	811.55		42821	91.90		43813	1321.00		43972	1887.00	
42710	918.80		42824	71.15		43816	1226.50		43975	2217.30	
42713	382.80		42833	597.10		43819	990.70		43978	1887.00	
42716	1217.40		42836	742.70		43822	990.70		43981	518.95	
42719	528.30		42839	712.20		43825	1132.25		43984	1321.00	
42722	578.00		42842	888.20		43828	1250.90		43987	1462.50	
42725	1362.85		42845	192.85		43831	974.70		43990	1792.75	
42728	229.75		42848	712.20		43834	1132.25		43993	1934.20	
42731	1546.55		42851	888.20		43837	1415.20		43996	2170.15	
42734	306.25		42854	413.40		43840	1226.50		43999	271.40	
42737	306.25		42857	413.40		43843	1887.00		44102	261.65	
42740	306.25		42860	918.80		43846	2028.50		44105	45.95	
42743	643.25		42863	788.60		43849	518.95		44108	500.40	
42746	972.35		42866	765.60		43852	1651.10		44111	586.10	
42749	1217.40		42869	559.00		43855	1745.50		44114	586.10	
42752	1362.85		42872	245.05		43858	613.20		44130	471.80	
42755	168.50		42875	463.40		43861	1698.35		44133	374.40	12

ltem	Scheduled	Increase	Item	Scheduled	Increase	Item	Scheduled	Increase	Item	Scheduled	Increase
number	fee	%									
44136	172.55		45206	390.60		45487	413.40		45562	1119.40	
44325	301.10		45209	482.40		45488	459.35		45563	1119.40	
44328	362.80		45212	239.35		45489	689.15		45564	2592.60	
44331	598.30		45215	1032.55		45490	918.90		45565	1944.55	
44334	1216.00		45218	463.15		45491	1148.50		45566	1090.75	
44338	146.65		45221	266.20		45492	1378.25		45568	451.75	
44342	223.90		45224	119.65		45493	413.40		45572	297.05	
44346	258.60		45227	453.55		45494	1668.50		45575	733.30	
44350	293.45		45230	226.70		45496	423.60		45578	849.30	
44354	335.80		45233	482.40		45497	330.90		45581	281.75	
44358	187.25		45236	378.30		45498	266.20		45584	643.25	
44359	268.70		45239	266.20		45499	198.55		45585	643.25	
44361	362.80		45400	208.45		45500	1110.20		45586	643.25	
44364	301.10		45403	414.95		45501	1807.00		45587	907.10	
44367	531.35		45406	459.35		45502	1807.00		45588	1360.70	
44370	733.30		45409	612.55		45503	2067.35		45590	492.05	
44373	1505.35		45412	842.30		45504	1807.00		45593	578.00	
44376		20.00	45415	918.80		45505	1807.00		45596	916.80	
45000	551.20		45418	995.35		45506	223.90		45597	1227.30	
45003	612.55		45439	289.50		45512	301.10		45599	953.65	
45006	1056.60		45442	597.10		45515	189.90		45602	712.20	
45009	386.00		45445	566.75		45518	229.75		45605	598.30	
45012	646.50		45448	382.80		45519	436.85		45608	842.30	
45015	306.25		45451	482.40		45520	916.80		45611	482.40	
45018	482.30		45460	1276.15		45522	643.25		45614	598.30	
45019	403.85		45461	909.50		45524	755.15		45617	239.35	
45020	403.85		45462	686.40		45527	755.15		45620	331.90	
45021	180.65		45464	1947.95		45528	1132.60		45623	736.25	
45024	405.80		45465	1387.80		45530	1119.40		45624	954.50	
45025	180.65		45466	1046.60		45533	1267.75		45625	190.90	
45026	405.80		45468	1866.00		45536	466.20		45626	331.90	
45027	122.50		45469	1407.85		45539	1090.75		45629	482.40	
45030	131.60		45471	2345.50		45542	624.55		45632	521.20	
45033	245.05		45472	1769.15		45545	633.85		45635	598.30	
45035	714.85		45474	2823.80		45546	201.50		45638	1032.55	
45036	1148.50		45475	2130.55		45548	281.75		45639	1032.55	
45039	245.05		45477	3302.05		45551	451.75		45641	1102.55	
45042	314.00		45478	2490.60		45552	650.35		45644	1302.80	
45045	314.00		45480	3780.20		45554	712.20		45645	227.70	
45048	788.60		45481	2852.05		45555	650.35		45646	916.80	
45051	482.40		45483	4306.85		45556	779.95		45647	1302.80	
45054	250.50		45484	3249.60		45557	779.95		45650	150.55	
45200	289.50		45485	537.30		45558	1169.90		45652	362.80	
45203	413.40		45486	459.35		45560	482.30		45653	362.80	13

ltem	Scheduled	Increase	ltem	Scheduled	Increase	Item	Scheduled	Increase	ltem	Scheduled	Increase
number	fee	%									
45656	511.45		45767	2557.30		45865	295.75		46402	527.30	
45659	530.70		45770	1958.95		45867	318.00		46405	643.40	
45660	2931.20		45773	1785.30		45869	1209.85		46408	704.65	
45661	1302.80		45776	1785.30		45871	1362.85		46411	413.50	
45662	714.00		45779	1312.50		45873	1531.40		46414	535.90	
45665	331.90		45782	1003.70		45875	479.20		46417	497.75	
45668	331.90		45785	1698.40		45877	479.20		46420	208.30	
45669	331.90		45788	1679.10		45879	318.00		46423	333.10	
45671	849.30		45791	907.10		46300	344.50		46426	344.50	
45674	247.00		45794	513.05		46303	382.90		46429	421.20	
45675	492.05		45797	189.90		46306	536.05		46432	459.60	
45676	585.80		45799	30.00		46307	536.05		46435	536.05	
45677	551.20		45801	129.25		46309	536.05		46438	137.90	
45680	689.15		45803	331.90		46312	689.30		46441	333.10	
45683	765.60		45805	175.60		46315	918.95		46442	285.95	
45686	903.60		45807	250.90		46318	1148.75		46444	497.75	
45689	266.45		45809	378.30		46321	1378.55		46447	620.35	
45692	306.25		45811	511.45		46324	822.05		46450	229.75	
45695	497.65		45813	598.30		46325	857.80		46453	382.90	
45698	467.05		45815	362.80		46327	206.90		46456	99.55	
45701	842.30		45817	472.90		46330	352.40		46459	191.50	
45704	306.25		45819	598.25		46333	574.40		46462	306.30	
45707	796.20		45821	387.70		46336	268.15		46464	229.75	
45710	497.65		45823	110.90		46339	474.70		46465	229.75	
45713	566.75		45825	344.45		46342	474.70		46468	402.05	
45714	796.20		45827	329.30		46345	574.40		46471	574.40	
45716	796.20		45829	251.15		46348	248.90		46474	746.65	
45720	984.35		45831	329.30		46351	371.40		46477	918.95	
45723	1110.20		45833	413.40		46354	497.75		46480	382.90	
45726	1254.50		45835	513.05		46357	620.35		46483	306.30	
45729	1408.80		45837	597.10		46360	746.65		46486	229.75	
45731	1428.25		45839	597.10		46363	214.45		46489	268.15	
45732	1607.95		45841	482.30		46366	130.25		46492	367.60	
45735	1640.35		45843	295.75		46369	214.45		46494	223.90	
45738	1845.35		45845	513.05		46372	435.65		46495	206.90	
45741	1804.55		45847	189.90		46375	516.95		46498	223.90	
45744	2028.95		45849	591.40		46378	689.30		46500	268.15	
45747	1968.70		45851	145.50		46381	306.30		46501	335.10	
45752	2205.20		45853	907.10		46384	306.30		46502	308.40	
45753	2218.30		45855	416.10		46387	631.85		46503	385.25	
45754	2659.15		45857	665.65		46390	842.45		46504	1125.70	
45755	374.40		45859	335.60		46393	976.45		46507	1309.50	
45758	670.10		45861	888.20		46396	335.60		46510	357.40	
45761	762.30		45863	984.60		46399	527.30		46513	57.55	14

ltem	Scheduled	Increase	Item	Scheduled	Increase	Item	Scheduled	Increase	ltem	Scheduled	Increase
number	fee	%									
46516	114.95		47336	172.55		47459	536.80		47579	163.00	
46519	143.80		47339	201.20		47462	114.95		47582	335.60	
46522	428.90		47342	230.10		47465	230.10		47585	431.45	
46525	57.55		47345	287.45		47466	114.95		47588	1341.90	
46528	172.55		47348	95.70		47467	230.10		47591	1629.80	
46531	86.70		47351	239.70		47468	440.90		47594	220.45	
46534	239.70		47354	172.55		47471	43.70		47597	330.70	
47000	72.00		47357	383.45		47474	191.70		47600	440.90	
47003	86.30		47360	134.20		47477	239.70		47603	575.10	
47006	173.35		47363	201.20		47480	479.20		47606	239.70	
47009	172.55		47366	268.45		47483	575.10		47609	359.45	
47012	345.05		47369	172.55		47486	958.60		47612	417.00	
47015	86.30		47372	287.45		47489	1437.95		47615	479.20	
47018	201.20		47375	383.45		47492	239.70		47618	599.20	
47021	268.45		47378	172.55		47495	479.20		47621	417.00	
47024	201.20		47381	258.85		47498	718.85		47624	575.10	
47027	268.45		47384	345.05		47501	958.60		47627	163.00	
47030	201.20		47385	297.10		47504	1437.95		47630	345.05	
47033	268.45		47386	479.20		47507	1437.95		47633	114.95	
47036	86.30		47387	277.90		47510	1437.95		47636	172.55	
47039	114.95		47390	417.00		47513	383.45		47639	230.10	
47042	114.95		47393	555.95		47516	440.90		47642	153.50	
47045	153.50		47396	191.70		47519	881.95		47645	230.10	
47048	330.70		47399	383.45		47522	766.90		47648	306.60	
47051	440.90		47402	287.45		47525	881.95		47651	239.70	
47054	330.70		47405	191.70		47528	766.90		47654	359.45	
47057	129.35		47408	383.45		47531	977.70		47657	479.20	
47060	172.55		47411	114.95		47534	1102.40		47663	143.80	
47063	258.85		47414	230.10		47537	440.90		47666	239.70	
47066	345.05		47417	268.45		47540	220.45		47672	114.95	
47069	72.00		47420	527.30		47543	230.10		47678	172.55	
47072	95.70		47423	220.45		47546	345.05		47681	43.70	
47300	86.30		47426	330.70		47549	460.15		47684	766.90	
47303	100.70		47429	440.90		47552	383.45		47687	1341.90	
47306	114.95		47432	551.15		47555	575.10		47690	1054.45	
47309	143.80		47435	421.80		47558	766.90		47693	1341.90	
47312	129.35		47438	671.10		47561	277.90		47696	383.45	
47315	148.55		47441	838.80		47564	417.00		47699	1533.80	
47318	172.55		47444	230.10		47565	725.35		47702	1917.25	
47321	215.65		47447	345.05		47566	924.60		47703	43.70	
47324	172.55		47450	460.15		47567	484.00		47705	287.45	
47327	201.20		47451	554.70		47570	555.95		47708	220.45	
47330	230.10		47453	268.45		47573	694.90		47711	326.05	
47333	287.45		47456	402.70		47576	114.95		47714	244.45	15

ltem	Scheduled	Increase	ltem	Scheduled	Increase	Item	Scheduled	Increase	ltem	Scheduled	Increase
number	fee	%									
47717	431.45		47972	214.45		48624	2013.20		48960	958.60	
47720	431.45		47975	375.85		48627	2588.10		49100	335.60	
47723	431.45		47978	228.30		48630	2875.75		49103	718.85	
47726	143.80		47981	153.25		48632	1589.65		49106	958.60	
47729	239.70		47982	371.50		48636	824.30		49109	718.85	
47732	383.45		48200	766.90		48639	1389.90		49112	718.85	
47735	43.70		48203	929.90		48640	3545.10		49115	1150.25	
47738	239.70		48206	575.70		48642	814.80		49118	277.90	
47741	489.05		48209	738.10		48645	1102.40		49121	623.10	
47753	414.05		48212	575.70		48648	1102.40		49200	833.90	
47756	414.05		48215	738.10		48651	1533.80		49203	623.10	
47762	243.20		48218	575.70		48654	1102.40		49206	575.10	
47765	399.25		48221	766.90		48657	1533.80		49209	766.90	
47768	489.05		48224	383.45		48660	1102.40		49212	239.70	
47771	561.85		48227	498.50		48663	824.30		49215	661.50	
47774	443.65		48230	431.45		48666	498.50		49218	277.90	
47777	443.65		48233	623.10		48669	1485.85		49221	623.10	
47780	576.65		48236	814.80		48672	1112.10		49224	718.85	
47783	576.65		48239	450.50		48675	671.10		49227	718.85	
47786	731.80		48242	623.10		48678	575.70		49300	530.70	
47789	731.80		48400	335.60		48681	958.60		49303	555.95	
47900	172.55		48403	527.30		48684	958.60		49306	1102.40	
47903	239.70		48406	335.60		48687	1341.90		49309	766.90	
47904	57.55		48409	527.30		48690	1533.80		49312	958.60	
47906	114.95		48412	642.10		48900	287.45		49315	862.80	
47912	57.55		48415	814.80		48903	575.10		49318	1341.90	
47915	172.55		48418	642.10		48906	575.10		49319	2357.40	
47916	86.70		48421	814.80		48909	766.90		49321	1629.80	
47918	239.70		48424	766.90		48912	335.60		49324	1917.25	
47920	387.70		48427	929.90		48915	766.90		49327	2204.75	
47921	114.95		48500	335.60		48918	1533.80		49330	2204.75	
47924	38.30		48503	335.60		48921	1581.65		49333	2492.35	
47927	143.80		48506	498.50		48924	1821.40		49336	364.20	
47930	268.45		48509	239.70		48927	373.75		49339	2827.75	
47933	210.85		48512	910.60		48930	766.90		49342	2827.75	
47936	258.85		48600	95.70		48933	1006.55		49345	3355.10	
47948	163.00		48603	143.80		48936	766.90		49346	862.80	
47951	191.70		48606	1341.90		48939	1102.40		49360	350.20	
47954	383.45		48609	1677.55		48942	1437.95		49363	421.75	
47957	287.45		48612	2492.35		48945	277.90		49366	623.10	
47960	134.20		48613	3545.10		48948	623.10		49500	383.45	
47963	220.45		48615	450.50		48951	910.60		49503	498.50	
47966	440.90		48618	2492.35		48954	958.60		49506	747.70	
47969	268.45		48621	1629.80		48957	1102.40		49509	766.90	16

ltem	Scheduled In	crease	Item	Scheduled	Increase	ltem	Scheduled	Increase	Item	Scheduled	Increase
number	fee %		number	fee	%	number	fee	%	number	fee	%
49512	1102.40		49818	277.90		50227	3355.10		50402	430.55	
49515	862.80		49821	440.90		50230	1725.40		50405	585.85	
49517	1228.30		49824	771.70		50233	2204.75		50408	1016.40	
49518	1341.90		49827	479.20		50236	1725.40		50411	1334.00	
49519	2357.40		49830	838.80		50239	1150.25		50414	1799.80	
49521	1629.80		49833	527.30		50300	1178.70		50417	1334.00	
49524	1917.25		49836	910.60		50303	1609.30		50420	1101.05	
49527	1629.80		49837	659.05		50306	2512.75		50423	1016.40	
49530	2013.20		49838	1138.15		50309	310.50		50426	473.00	
49533	2300.70		49839	527.30		50312	712.85		50950	832.00	
49534	457.60		49842	910.60		50315	705.85		50952	832.00	
49536	958.60		49845	479.20		50318	705.85		51300	87.90	
49539	958.60		49848	163.00		50321	945.80		51303		20.00
49542	1341.90		49851	210.85		50324	1348.20		51306	127.00	
49545	766.90		49854	383.45		50327	1644.55		51309		20.00
49548	958.60		49857	354.65		50330	232.85		51312		20.00
49551	1341.90		49860	287.45		50333	628.15		51315	277.30	
49554	1917.25		49863	431.45		50336	938.80		51318	183.05	
49557	277.90		49866	306.60		50339	571.80				
49558	277.90		49878	57.55		50342	663.40				
49559	416.10		50100	277.90		50345	353.00				
49560	561.65		50102	623.10		50348	232.85				
49561	686.35		50103	335.60		50349	163.00				
49562	748.85		50104	318.00		50350	862.80				
49563	811.15		50106	479.20		50351	1016.40				
49564	935.70		50109	479.20		50352	57.55				
49566	766.90		50112	367.60		50353	361.25				
49569	766.90		50115	143.80		50354	1334.00				
49700	277.90		50118	440.90		50357	571.80				
49703	623.10		50121	862.80		50360	663.40				
49706	335.60		50124	30.10		50363	508.20				
49709	718.85		50125	30.10		50366	889.40				
49712	766.90		50127	715.30		50369	663.40				
49715	1150.25		50130	318.00		50372	1164.60				
49718	383.45		50200	191.70		50375	508.20				
49721	239.70		50201	335.45		50378	889.40				
49724	671.10		50203	421.80		50381	663.40				
49727	287.45		50206	623.10		50384	1164.60				
49800	134.20		50209	766.90		50387	663.40				
49803	172.55		50212	1677.55		50390	232.85				
49806	134.20		50212	2108.95		50393	861.05				
49809	220.45		50218	2780.00		50394	2827.75				
49812	440.90		50210	2588.10		50396	473.00				
49815	766.90		50224	2875.75		50399	938.80				17
	. 50.00		SOLL I	2010.10		50000	000.00				17

Dated:	6 <sup>th</sup> I	December	2004
MARK SUL PRESIDI		IAN CAMPBELL DEPUTY PRESIDENT	SIMON HARRINGTON COMMISSIONER