



THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

PUBLISHED BY AUTHORITY

ADELAIDE, THURSDAY, 21 FEBRUARY 2019

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All public Acts appearing in this gazette are to be considered official, and obeyed as such

Department of the Premier and Cabinet
Adelaide, 21 February 2019

His Excellency the Governor directs it to be notified for general information that he has in the name and on behalf of Her Majesty The Queen, this day assented to the undermentioned Acts passed by the Legislative Council and House of Assembly in Parliament assembled, viz.:

No. 1 of 2019—Residential Parks (Miscellaneous) Amendment Act 2019
An Act to amend the Residential Parks Act 2007

By command,

STEVEN SPENCE MARSHALL
Premier

Department of the Premier and Cabinet
Adelaide, 21 February 2019

His Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the South Australian Country Arts Trust, pursuant to the provisions of the South Australian Country Arts Trust Act 1992:

Member: from 21 February 2019 until 20 February 2022
Michael Velibor Luchich

Presiding Member: from 21 February 2019 until 20 February 2022
Michael Velibor Luchich

By command,

STEVEN SPENCE MARSHALL
Premier

DPC19/013CS

Department of the Premier and Cabinet
Adelaide, 21 February 2019

His Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to Radiation Protection Committee, pursuant to the provisions of the Radiation Protection and Control Act 1982:

Member: from 21 February 2019 until 20 February 2022

Tony Circelli
Sarah Constantine
Cara Miller
Graeme Robert Palmer
Nigel Antony Spooner
Eva Bezak
Wilson Vallat
Gregory George Marshall
Pamela Joy Sykes
Bettina Venner

Deputy Member: from 21 February 2019 until 20 February 2022

Keith Baldry (Deputy to Circelli)
Michelle Nottage (Deputy to Constantine)
Costas Kapsis (Deputy to Miller)
Kent James Gregory (Deputy to Palmer)
Judith Mary Pollard (Deputy to Spooner)
Kathryn Levingstone (Deputy to Bezak)
Ian David Kirkwood (Deputy to Vallat)
Jim Hondros (Deputy to Marshall)
Michael Lardelli (Deputy to Sykes)
Michelle Waters (Deputy to Venner)

Presiding Member: from 21 February 2019 until 20 February 2022
Tony Circelli

By command,

STEVEN SPENCE MARSHALL
Premier

19EWDEWEPACS00010

Department of the Premier and Cabinet
Adelaide, 21 February 2019

His Excellency the Governor in Executive Council has been pleased to appoint Jo-Anne Lee Deuter as a Judge of the District Court of South Australia commencing on 6 May 2019 - pursuant to Section 12 of the District Court Act 1991.

By command,

STEVEN SPENCE MARSHALL
Premier

AGO0019-19CS

Department of the Premier and Cabinet
Adelaide, 21 February 2019

His Excellency the Governor in Executive Council has been pleased to appoint Michael Greig Evans, Chief Judge of the District Court of South Australia, as Senior Judge of the Environment, Resources and Development Court of South Australia from 28 February 2019 - pursuant to Section 8(2) of the Environment, Resources and Development Court Act 1993.

By command,

STEVEN SPENCE MARSHALL
Premier

AGO0019-19CS

Department of the Premier and Cabinet
Adelaide, 21 February 2019

His Excellency the Governor in Executive Council has been pleased to appoint Michael Durrant as a Judge of the District Court of South Australia commencing on 28 February 2019 - pursuant to Section 12 of the District Court Act 1991.

By command,

STEVEN SPENCE MARSHALL
Premier

AGO0019-19CS

Department of the Premier and Cabinet
Adelaide, 21 February 2019

His Excellency the Governor in Executive Council has been pleased to designate Michael Durrant as a Judge of the Environment, Resources and Development Court of South Australia from 28 February 2019 - pursuant to Section 8(6) of the Environment, Resources and Development Court Act 1993.

By command,

STEVEN SPENCE MARSHALL
Premier

AGO0019-19CS

Department of the Premier and Cabinet
Adelaide, 21 February 2019

His Excellency the Governor in Executive Council has been pleased to appoint Emilis Prelgauskas as a part-time sessional Commissioner of the Environment, Resources and Development Court of South Australia, and designate him as a Commissioner for the purposes of the Court's jurisdiction under the Development Act 1993, for a term of three years commencing on 28 February 2019 and expiring on 27 February 2022 - pursuant to Section 10 of the Environment, Resources and Development Court Act 1993.

By command,

STEVEN SPENCE MARSHALL
Premier

AGO0016-19CS

Department of the Premier and Cabinet
Adelaide, 21 February 2019

His Excellency the Governor in Executive Council has been pleased to substitute the Lifetime Support Scheme Rules to include minor changes that are intended to improve the clarity of the Lifetime Support Scheme Rules - pursuant to Section 56 of the Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013 in line with the Lifetime Support Authority's recommendation, noting that the Rules will come into operation on 21 February 2019.

By command,

STEVEN SPENCE MARSHALL
Premier

HEAC-2019-00006

DEVELOPMENT ACT 1993
NOTICE UNDER SECTION 25(17)

Rural City of Murray Bridge—Swanport Development Plan Amendment

Preamble

1. The Swanport Development Plan Amendment (the Amendment) by the Rural City of Murray Bridge has been finalised in accordance with the provisions of the *Development Act 1993*.
2. The Minister for Planning has decided to approve the Amendment.

PURSUANT to section 25 of the *Development Act 1993*, I –

- a. approve the Amendment; and
- b. fix the day on which this notice is published in the Gazette as the day on which the Amendment will come into operation.

Dated: 14 February 2019

HON STEPHAN KNOLL MP
Minister for Planning

ELECTORAL ACT 1985

Part 6 – Registration of Political Parties

NOTICE is hereby given that the following application for change of Party name under the provisions of Part 6 of the *Electoral Act, 1985*, has been received:

Name of existing Party	Nick Xenophon's SA-BEST Inc
New Name of Party	SA-BEST Incorporated
Abbreviation	SA-BEST
Name of Applicant	Connie Bonaros

Any elector who believes that the new party name should not be registered because:

- the party does not have as a purpose, the promotion of the election to the State Parliament of its endorsed candidate(s); or
- the application does not fulfil the technical requirements specified in the Act; or
- the party's name is likely to be confused with that of another registered party, parliamentary party or prominent public body,

can formally object in writing to the Electoral Commissioner, Level 6, 60 Light Square Adelaide SA 5000 by 5pm (ACDT) on 21 March 2019. Objections must contain the postal address and signature of the objector and detail the grounds upon which the objection is made.

Dated: 21 February 2019

MICK SHERRY
Electoral Commissioner

ECSA 232/18

HOUSING IMPROVEMENT ACT 2016

Rent Control

The Minister for Human Services Delegate in the exercise of the powers conferred by the *Housing Improvement Act 2016*, does hereby fix the maximum rental per week which shall be payable subject to Section 55 of the *Residential Tenancies Act 1995*, in respect of each house described in the following table. The amount shown in the said table shall come into force on the date of this publication in the Gazette.

Address of Premises	Allotment Section	Certificate of Title Volume/Folio	Maximum Rental per week payable
42 Matilda Street, Port Lincoln SA 5606	Allotment 76 Deposited Plan 1677 Hundred of Lincoln	CT 5793/286	\$87.50

Dated: 21 February 2019

CRAIG THOMPSON
Acting Housing Regulator and Registrar
Housing Safety Authority, SAHA
Delegate of Minister for Human Services

HOUSING IMPROVEMENT ACT 2016

Rent Control Revocations

Whereas the Minister for Human Services Delegate is satisfied that each of the houses described hereunder has ceased to be unsafe or unsuitable for human habitation for the purposes of the *Housing Improvement Act 2016*, notice is hereby given that, in exercise of the powers conferred by the said Act, the Minister for Human Services Delegate does hereby revoke the said Rent Control in respect of each property.

Address of Premises	Allotment Section	Certificate of Title Volume/Folio
45 Ascot Avenue, Dulwich SA 5065	Allotment 11 Deposited Plan 2517 Hundred of Adelaide	CT2357/152, CT5678/775
44 Gilbert Street, Tarlee SA 5411 (AKA Lot 111)	Allotment 111 Deposited Plan 251 Hundred of Gilbert	CT5074/521
171 Haby Road, Nildottie SA 5238 (PKA Section 144, Section 3D Hundred of Forster Claypans)	Allotment 721 Filed Plan 209097 Hundred of Forster	CT5671/176, CT5701/539
33 Eighth Street, Bowden SA 5007	Allotment 200 Filed Plan 15119 Hundred of Yatala	CT5124/829, CT6138/93, CT6140/170, CT6154/118
33 McLaren Street, Adelaide SA 5000	Allotment 693 Filed Plan 182345 Hundred of Adelaide	CT3181/112, CT5892/364
20 James Street, Adelaide SA 5000	Allotment 764 Filed Plan 181606 Hundred of Adelaide	CT2197/52, CT5853/911

Dated: 21 February 2019

CRAIG THOMPSON
Acting Housing Regulator and Registrar
Housing Safety Authority, SAHA
Delegate of Minister for Human Services

JUSTICES OF THE PEACE ACT 2005

SECTION 4

Appointment of Justices of the Peace for South Australia
Notice by the Commissioner for Consumer Affairs

I, Dini Soulio, Commissioner for Consumer Affairs, delegate of the Attorney-General, pursuant to section 4 of the *Justices of the Peace Act 2005*, do hereby appoint the people listed as Justices of the Peace for South Australia as set out below:

For a period of ten years for a term commencing on 5 March 2019 and expiring on 4 March 2029:

Peter Thomas FARRELL
Victoria Helen GARDINER
Andrew LEE
Vi MANCE
Helen Jean MIDGLEY
Gregory James MITCHELL
Lynne-Marie POWER
Peter Lindsay VAUGHAN
Tony James VICTOR

For a period of ten years for a term commencing on 12 March 2019 and expiring on 11 March 2029:

Heather Jane HARTLEY
Deborah Anne MCPHERSON
Albert Leslie OATES
Amanda Lee STEFF

Dated: 14 February 2019

DINI SOULIO
Commissioner for Consumer Affairs
Delegate of the Attorney-General

LAND ACQUISITION ACT 1969

SECTION 16

Form 5—Notice of Acquisition

1. Notice of acquisition

The Commissioner of Highways (the Authority), of 50 Flinders Street, Adelaide SA 5000, acquires the following interests in the following land:

Comprising an unencumbered estate in fee simple in that piece of land being the whole of Lot 102 in Primary Community Plan 28470 comprised in Certificate of Title Volume 6148 Folio 609.

This notice is given under section 16 of the *Land Acquisition Act 1969*.

2. Compensation

A person who has or had an interest in the land that is divested or diminished by the acquisition or the enjoyment of which is adversely affected by the acquisition who does not receive an offer of compensation from the Authority may apply to the Authority for compensation.

3. Inquiries

Inquiries should be directed to:

Ric Lohmeyer
GPO Box 1533
Adelaide SA 5001
Telephone: (08) 8343 2554

Dated: 19 February 2019

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

STEPHEN MCQUILLAN
Director, Property
(Authorised Officer)

Department of Planning, Transport and Infrastructure

DPTI 2018/16737/01

LAND ACQUISITION ACT 1969

SECTION 16

Form 5—Notice of Acquisition

1. Notice of acquisition

The Commissioner of Highways (the Authority), of 50 Flinders Street, Adelaide SA 5000, acquires the following interests in the following land:

Comprising an unencumbered estate in fee simple in the whole of the Common Property in Primary Community Plan 28470 being:

First, that piece of land designated C1 in the said plan; and
Secondly, the service infrastructure (if any) situated on the community parcel

Which Common Property is comprised in Certificate of Title Volume 6148 Folio 610.

This notice is given under section 16 of the *Land Acquisition Act 1969*.

2. Compensation

A person who has or had an interest in the land that is divested or diminished by the acquisition or the enjoyment of which is adversely affected by the acquisition who does not receive an offer of compensation from the Authority may apply to the Authority for compensation.

3. Inquiries

Inquiries should be directed to:

Ric Lohmeyer
GPO Box 1533
Adelaide SA 5001
Telephone: (08) 8343 2554

Dated: 19 February 2019

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

STEPHEN MCQUILLAN
Director, Property
(Authorised Officer)

Department of Planning, Transport and Infrastructure



Lifetime S U P P O R T

Lifetime Support Scheme Rules

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

LSS RULES 2018



Government of
South Australia



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PART 1 – Preliminary

PART 1 – Preliminary

1. Background

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

2. Scheme principles

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



PART 1 – Preliminary

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

3. Definitions

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

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

AHPRA is the Australian Health Practitioner Regulation Agency.

AMA is the Australian Medical Association.

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

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

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

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

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

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



PART 1 – Preliminary

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

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

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

Certificate means a certificate issued:

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

DES means Domiciliary Equipment Services.

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

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

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

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

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

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

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

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



PART 1 – Preliminary

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

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

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

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

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

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

MBS is the Medicare Benefits Schedule.

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

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

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

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

Review means a review of a:

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

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

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



PART 1 – Preliminary

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

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

Scheme refers to the Lifetime Support Scheme.

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

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

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

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

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

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

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

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

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

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

4. Use of 'motor vehicle' in the rules

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

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



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

5. Interaction with other legislative requirements

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

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

6. Extension of time

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

7. Suspension of participation

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

8. Use of interpreters in all interactions with participants

- 8.1 Interpreters accredited by National Accreditation Authority for Translators and



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

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

9. Sending documents to the LSA

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

Lifetime Support Authority
PO BOX 1218
Adelaide SA 5000

- 9.2 It is also possible to send documents to the LSA via its email address, which is lifetime.support@sa.gov.au

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

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

10. Documentation and other supporting material

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

11. Medical documentation

- 11.1 Any medical documentation:
11.2 provided to the LSA with an application, must be listed in the application; or
11.3 provided to the LSA at any other time must clearly state the participant's name and date of birth.
11.4 In the case of X-rays, Computerised Tomography (CT or CAT scans), Magnetic Resonance Imaging or other radiological or similar investigations, only the resulting report should be sent to the LSA. No original films or scans should be submitted to the LSA. These can be brought to any examination by the participant.

12. LSA may conduct provider audits

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

13. Legal representation for disputes

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



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14. Participant/applicant access to documents — disputes

14.1 If a participant/applicant has applied for a determination in a dispute to a review officer, or referred a dispute/review to an expert review panel, they are entitled to:

- 14.1.1 view and receive a copy of all assessment documents held by the LSA in relation to the dispute;
- 14.1.2 make written submissions about any aspect of the dispute or issues in dispute which will be forwarded to the review officer or expert review panel; and
- 14.1.3 receive the written determination issued by the review officer, or the certificate issued by the expert review panel.

15. Corrections of obvious errors in determinations/ certificates

15.1 If a party considers that an assessor, a review officer or an expert review panel has made an obvious error in a determination/certificate, that party may apply to the LSA to have the error corrected within 14 days of the date on the determination/certificate.

15.2 The application to have the error corrected must be made in writing, including the details of the considered obvious error and the suggested correction. An obvious error may only include an obvious clerical or typographical error in a determination/certificate.

15.3 The LSA will forward this request to any other party within five days of receipt, after which time that party has five days in which to make a submission to the LSA on the application to have the error corrected.

15.4 The assessor/review officer/expert review panel may issue a replacement determination/certificate that corrects any obvious error and that will replace the previous determination/certificate. If a replacement determination/certificate is issued, it is to be titled as a replacement determination/certificate and will supersede the previous determination/certificate.

16. Privacy and confidentiality/release of information

16.1 When dealing with participant/applicant information, the LSA will adhere to the privacy and confidentiality obligations contained in the Department of the Premier and Cabinet Circular PC012 'Information Privacy Principles' (IPPs).

16.2 The LSA will make appropriate information available to service providers where consent has been obtained from the participant/applicant. When information is shared with service providers or other external agencies, those service providers and agencies will be required to adhere to obligations contained in the IPPs or other equivalent privacy principles.

17. Commencement date



Lifetime
S U P P O R T

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



PART 2—Eligibility for Participation in the Scheme

PART 2 – Eligibility for participation in the Scheme

1. Background

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

2. Application for participation

- 2.1 An application to become a participant in the Scheme is made by, or on behalf of the eligible person, or by the insurer or the nominal defendant. The application must demonstrate that:

- 2.1.1 the person sustained a bodily injury; and
- 2.1.2 the injury was caused by or arose out of the use of a motor vehicle; and
- 2.1.3 the relevant motor vehicle accident occurred in South Australia; and
- 2.1.4 the injury meets the criteria set out in these Rules.

3. Injury criteria

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

Criteria for spinal cord injury

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

Criteria for brain injury

- 3.4 The criteria for brain injury are:



PART 2—Eligibility for Participation in the Scheme

3.4.1 For adults and children over eight, a traumatic brain injury with:

- a. a recorded Post-Traumatic Amnesia (PTA) of seven days or more measured using the Westmead PTA Scale or a similar clinically accepted, validated scale for PTA as Gazetted by the LSA; and/or

- b. a significant brain imaging abnormality;

and a score of five or less on any item in the FIM™ due to the brain injury.

3.4.2 For children aged three to eight years, a traumatic brain injury with:

- a. a Glasgow Coma Scale (GCS) of less than nine (assessed post resuscitation or on admission to Accident and Emergency) and/or PTA of seven days or more, measured using the Westmead PTA Scale or a similar clinically accepted, validated scale for PTA; and/or

- b. a significant brain imaging abnormality;

and a score two less than the age norm on any item on the WeeFIM® due to the brain injury.

3.4.3 For children under three years of age, a medical certificate from a paediatric rehabilitation physician or specialist that states the child will probably have permanent impairment due to the brain injury resulting in a significant adverse impact on their normal development.

Criteria for amputations

3.5 The criteria for amputations are:

3.5.1 The injury resulting in amputation or the equivalent impairment, is of the following types:

3.5.1.1 Limb amputation:

- a. from the upper limb proximal to the first metacarpophalangeal joint of the thumb and the index finger; or

- b. of the lower limb through or above the ankle.

or

3.5.1.2 A brachial plexus avulsion or rupture with an impairment equivalent to an eligible upper limb amputation.

Criteria for burns

3.6 The criteria for burns (as evidenced by a burn impact of 50 points or more on the Greenwood Scale or similar clinically accepted assessment) are:

3.6.1 full thickness burns to at least 40 per cent of the body or in the case of children aged 16 and under, 30 per cent of the body; or



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

Criteria for permanent blindness

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

4. Making an application

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



PART 2—Eligibility for Participation in the Scheme

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

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

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

6. Consideration of an application

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

7. The LSA's determination

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



PART 2—Eligibility for Participation in the Scheme

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

8. Interim and lifetime participation timeframes

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

9. Timing of assessments – interim participant

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



PART 2—Eligibility for Participation in the Scheme

a participant until the dispute is resolved.

10. Request for lifetime participation

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

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

11. No request for lifetime participation

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

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

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

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

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



PART 3—Rules for disputes about eligibility for participation

PART 3 – Rules for disputes about eligibility for participation

1. Background

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

2. Lodging a dispute application

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

3. Further information or documentation required

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



PART 3—Rules for disputes about eligibility for participation

above has passed for the submission of the information.

- 3.2 The LSA may obtain any relevant information as required.
- 3.3 The LSA may contact any of the applicant's treating health practitioners or service providers to clarify the issues in dispute or to assist with obtaining information relevant to the dispute.
- 3.4 At any stage during the dispute, the LSA may contact any of the applicant's treating health practitioners about health or physical safety issues that the LSA considers are urgent or serious.

4. Parties to a dispute

- 4.1 All parties to a dispute will:
 - 4.1.1 receive a copy of the dispute application, and any other documents related to the dispute submitted to the LSA;
 - 4.1.2 receive a copy of the LSA's decision that is being disputed, and any documents related to that decision that were submitted to the LSA, including the Application Form to the Scheme;
 - 4.1.3 have an opportunity to make a submission or submissions in relation to the dispute; and
 - 4.1.4 receive the written determination issued by the review officer or certificate issued by the expert review panel (as relevant depending on dispute type).

5. Disputes about non-medical matters

- 5.1 Under section 34 of the Act, a dispute can be made in relation to a relevant determination:
 - 5.1.1 a threshold determination under s 24 (1)(a) to (d) of the Act; or
 - 5.1.2 a determination of the LSA that results in the suspension of the participation of a person in the Scheme.
- 5.2 A dispute application must be received within six months of receipt of the LSA's decision referred to in rule 5.1 and, in accordance with section 34 of the Act, will be determined by a review officer.
- 5.3 The LSA may reject any such request if the LSA is satisfied that the request:
 - 5.3.1 does not establish that it relates to a dispute about threshold determination;
 - 5.3.2 has not been made by persons specified in section 33(2) of the Act.

6. Determination issued by the review officer

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



PART 3—Rules for disputes about eligibility for participation

- 6.2 Review officers will provide all parties with the opportunity to make submissions in person or in writing.
- 6.3 The review officer must produce a written determination with reasons for the decision outlined in plain English within 14 days from completion of review proceedings. The LSA will provide the parties with these reasons.
- 6.4 Under section 35 of the Act such a determination of a review officer may be appealed to the District Court.

7. Disputes about eligibility

- 7.1 A dispute application must be received by the LSA within six months of receipt of the LSA's written decision on eligibility.
- 7.2 Under section 36 of the Act disputes relating to medical considerations on eligibility may be referred to an expert review panel by the LSA, or by notice to the LSA given:
 - 7.2.1 by or on behalf of an applicant; or
 - 7.2.2 by an insurer; or
 - 7.2.3 by the nominal defendant.

8. Expert review panel

- 8.1 An expert review panel, consists of between one and three medical experts appointed by the Convenor under Schedule 1 of the Act.
- 8.2 The expert review panel's procedures will be in accordance with Schedule 1 of the Act and the *Guidelines as to the procedures of expert review panels* issued by the Minister for Health.
- 8.3 The LSA will provide secretariat services to an expert review panel.
- 8.4 The expert review panel will give a certificate as to its determination setting out the reasons for the determination.
- 8.5 Further information on expert review panels is found in Schedule 1 of the Act and on the LSA website.



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

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

1. Background

- 1.1 This Part applies for the purposes of Part 4 of the Act.
- 1.2 The LSA will only pay for necessary and reasonable treatment, care and support needs that relate to the motor vehicle injury.

2. Treatment, care and support

- 2.1 The LSA will pay for the participant's necessary and reasonable treatment, care and support needs related to the motor vehicle injury, where the LSA is satisfied that:
 - 2.1.1 there is clinical justification for services;
 - 2.1.2 there is evidence that the service is necessary and reasonable in relation to the motor vehicle injury;
 - 2.1.3 the service is likely to be effective and achieve or maintain a measurable functional improvement; and
 - 2.1.4 the service promotes progress towards functional autonomy, participation in community life and the economy.
- 2.2 Treatment care and support services included in the bed day fee when the participant is an inpatient will not be paid for separately.
- 2.3 Treatment, care and support are defined in Part 1 section 4 of the Act to include:
 - a. medical treatment, including pharmaceuticals;
 - b. dental treatment;
 - c. rehabilitation;
 - d. ambulance transportation;
 - e. respite care;
 - f. attendant care and support services;
 - g. aids and appliances;
 - h. prostheses;
 - i. education and vocational training;
 - j. home and transport modification;



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

- k. workplace modification;
- l. such other kinds of treatment, care, support or services as may be prescribed by the regulations; and
- m. such other kinds of treatment, care, support or services as may be determined by the LSA (either generally, for specified classes of cases, or for a particular person).

2.4 The LSA may, in exceptional cases, determine funeral services to be within the ambit of Rule 2.3 (m) above.

2.5 There may be items that are related to the motor vehicle injury that are necessary and reasonable in the circumstances, but are not regarded as treatment, care, support or services under the scope of the Act, regulations or these Rules. In this case, the LSA will not pay for any such services or supports, but may work with participants, service providers and other authorities to facilitate access to such services where there may need to be congruence with treatment, care, support or services funded by the LSA.

3. 'Necessary and reasonable' criteria

3.1 Treatment, care or support will be dealt with on a case by case basis and decided taking into account the 'necessary and reasonable' criteria outlined below.

3.2 If a specific service (incorporating treatment, care, support or items of equipment) is not the subject of a specific section in these Rules, the LSA may pay the costs of that service, if it is determined by the LSA to be necessary and reasonable in the circumstances.

3.3 In determining whether treatment, care and support is 'necessary and reasonable' the LSA will consider a number of factors, including the following:

- a. benefit to the participant;
- b. appropriateness of the service;
- c. appropriateness of the provider;
- d. cost effectiveness; and
- e. relationship of the services to the injuries sustained in the accident.

3.4 Each of these factors involves several considerations, detailed below. No one consideration is determinative or required.

Benefit to the participant

3.5 A proposed service will be considered by the LSA to be of benefit to the participant if:

- 3.5.1 it can be demonstrated that the proposed service relates to the participant's goals;



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

Appropriateness of service

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

Appropriateness of provider

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

Cost effectiveness



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

3.8 The proposed service will be considered by the LSA to be cost effective if:

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

Relationship to motor vehicle injuries

3.9 The proposed services will be considered by the LSA to be related to the motor vehicle injuries if:

- 3.9.1 there is sufficient evidence to demonstrate that the service relates to the motor vehicle injuries including exacerbation of pre-existing injuries or conditions; and
- 3.9.2 the impact of time since injury, subsequent injuries and co-morbidities have been taken into account.

4. Treatment, care and support service funding exclusions

4.1 These Rules may place limits on the provision of particular treatment, care and support services. The LSA may determine such monetary or other limits from time to time and publish any such determination in the Gazette and on its website.

4.2 The LSA will not pay for treatment, care and support costing more than the maximum amount for which the LSA is liable in respect of:

- 4.2.1 any claim for fees for services not provided at public hospitals, as published by the Minister in the Gazette under section 41(3) of the Act,
- 4.2.2 services or expenses that are not treatment, care and support under the scope of the Act, in particular under section 28(1), such as gratuitous services, ordinary costs of raising a child, services not provided by an approved provider or provided in contravention of these Rules.

4.3 The LSA will not pay for economic loss, capital items, rent or bond for rental properties, lost wages, maintenance and income support, assistance to keep a business open, such as paying for temporary staff to do a participant's job; additional expenses incurred during inpatient or outpatient treatment or rehabilitation, such as food, laundry, newspapers and magazines.



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

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

- 4.4.1 peer reviewed journal articles demonstrate efficacy;
- 4.4.2 interventions are widely supported by practitioners in the field;
- 4.4.3 interventions have progressed past the early stages of clinical trial; or
- 4.4.4 there is an MBS item number (for medical treatment, procedures and surgery).

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



PART 5 – Treatment, Care and Support Needs Assessment

PART 5 – Treatment, care and support needs assessments

1. Background

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

2. Procedures for assessing treatment, care and support needs

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

3. LSA to require assessment

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



PART 5 – Treatment, Care and Support Needs Assessment

- 3.2 The LSA may require an assessment to determine whether the participant's treatment, care and support needs have changed at any time.
- 3.3 If the participant fails to comply with a requirement in section 3.1 without reasonable excuse, the participant may be suspended from the Scheme until they comply.

4. Discharge plan

- 4.1 A participant's assessed treatment, care and support needs during and following discharge from a hospital inpatient stay will be documented in the participant's Discharge Plan.
- 4.2 The Discharge Plan includes the necessary and reasonable treatment, care and support related to the motor vehicle injury that the LSA will coordinate and fund to facilitate discharge and ongoing rehabilitation.
- 4.3 The Discharge Plan fulfils the assessment and certification of needs by the LSA under section 30 of the Act.
- 4.4 The Discharge Plan will remain in operation and be updated as necessary until a participant's MyPlan is approved.
- 4.5 The participant will be provided with their initial approved Discharge Plan (and any update on request) and information on the LSA's process for reviewing an assessment of their treatment, care and support needs.

5. MyPlan

- 5.1 A participant's assessed treatment, care and support needs will be documented in the participant's MyPlan.
- 5.2 The MyPlan includes:
 - 5.2.1 a statement specifying the participant's goals and strategies to achieve these goals, taking into account their relevant aspirations, circumstances and cultural background; and
 - 5.2.2 the necessary and reasonable treatment, care and support related to the motor vehicle injury that the LSA will coordinate and fund to achieve these goals.
- 5.3 The MyPlan fulfils the assessment and certification of needs by the LSA under section 30 of the Act.
- 5.4 The participant will be provided with their MyPlan, in writing, from time to time, with information on the LSA's process for reviewing an assessment of their treatment, care and support needs. Participants will also be able to access their MyPlan at any time through the LSA website.



PART 6 – Treatment and Rehabilitation

PART 6 – Treatment and rehabilitation

1. Background

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

2. Treatment and rehabilitation services funded by the LSA

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

3. Treatment and rehabilitation funding exclusions

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



PART 7 – Support, attendant care and domestic services

PART 7 – Support, attendant care and domestic services

1. Background

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

2. Support services

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



PART 7 – Support, attendant care and domestic services

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

3. Attendant care services

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

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

4. Attendant care services funding exclusions

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



PART 7 – Support, attendant care and domestic services

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

5. Domestic services

5.1 Domestic services are those that are necessary and reasonable to assist the participant with a variety of household services, including (but not limited to):

- 5.1.1 meal preparation and associated tasks;
- 5.1.2 cleaning, ironing and similar tasks involved in the everyday operation and maintenance of a household;
- 5.1.3 routine home maintenance for the purposes of upkeep, that would usually have been undertaken by the participant (provided the participant is no longer able to carry out such maintenance as a result of the motor vehicle accident);
- 5.1.4 home maintenance to ensure safe and easy access; and
- 5.1.5 gardening where necessary to ensure safe and easy access – this will usually occur no more frequently than monthly.

5.2 The LSA's assessment of whether domestic services are necessary and reasonable will take into account what normal household tasks it is reasonable to expect other co-residents of the household to perform.

5.3 The LSA may consider paying the necessary and reasonable expenses of support or domestic services in place of some attendant care services in order to allow a domestic partner or family member to meet a care need that is related to the motor vehicle injury. This will only be considered where the arrangement does not result in any increase in the total hours of support needed.

6. Domestic services funding exclusions

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

For example, painting, fence repairs or plumbing.

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

7.1 Decisions as to the provision of support, attendant care and domestic services for a child participant will be made with reference to:

- 7.1.1 the care needs of a typically developing child at the same age; and
- 7.1.2 the extent to which additional care needs are a result of the accident.

7.2 Services provided for children do not replace the usual care and supervision



PART 7 – Support, attendant care and domestic services

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

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

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

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

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

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

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

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

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

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

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



PART 7 – Support, attendant care and domestic services

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

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

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

9. Alternatives to support and attendant care service provision

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

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

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

10. Care training for family members

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

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

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

- 10.3.1 whether the training has been recommended by an appropriately qualified health or disability professional;
- 10.3.2 the preference of the participant for their care arrangements;
- 10.3.3 whether training has been provided before to the participant's carers;
- 10.3.4 the cost of training and whether it will lead to greater independence and/or cohesion for the family unit;



PART 7 – Support, attendant care and domestic services

- 10.3.5 the risks associated with the proposed care provision; and/or
- 10.3.6 the availability of suitable training.
- 10.4 The LSA will not pay family members or others living with the participant to provide care services except in accordance with Part 8 of these Rules.

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

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

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

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

- 11.2 The LSA will consider paying necessary and reasonable expenses for support and attendant care services when the participant is away from home, additional to a participant's existing services in the following circumstances:
 - 11.2.1 when continuity of support or attendant care is required, that is, when it can be demonstrated that a change would cause secondary care complications, behavioural complications, or may increase the need for care;
 - 11.2.2 when the participant requires support and attendant care services to travel to and from their destination beyond that provided by airlines, boat, bus or rail systems; or
 - 11.2.3 when there is an additional need for support or attendant care services or a change to service delivery when away from home because of the participant's level of function, accommodation environment, unfamiliar surroundings, unfamiliar routine or need to access additional equipment.
- 11.3 The LSA may require additional documentation of the care needs of the participant, in order to assess their needs for attendant care when they are away from home, in the following circumstances when:
 - 11.3.1 additional support and attendant care hours are being requested for the duration of the participant's absence;
 - 11.3.2 the participant will use a different support and attendant care provider from the one engaged to provide their regular attendant care; or
 - 11.3.3 attendant care worker travel or accommodation expenses are being requested.
- 11.4 The LSA will pay the necessary and reasonable expenses of hire of equipment required for support and attendant care service provision, such as a hoist or shower commode, where it is not practical or reasonable to transport equipment from the participant's home to their destination.



PART 7 – Support, attendant care and domestic services

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

12. Support, attendant care and domestic service funding exclusions

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



PART 8—Approved providers of attendant care services

PART 8 – Approved providers of attendant care services

1. Approved providers of attendant care services

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

2. Special circumstances

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



PART 8—Approved providers of attendant care services

2.6 Where the approval is for an organisation, that organisation will be expected to take all reasonable steps to become an approved provider under the Act.

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

3. Fees

3.1 The fees for attendant care services payable by the LSA are those specified in the LSA's current Schedule of Fees for Approved Attendant Care Providers and will be published, from time to time, in the Gazette, and on the LSA website.

3.2 In the exceptional circumstance that the LSA approves attendant care services be delivered by other approved individuals or an attendant care service provider that is not an approved provider, payment will be made according to the rates of payment set out in the letter of approval from the LSA.

3.3 The LSA will not pay expenses incurred by or on behalf of a participant when attendant care services are delivered by a provider who is not approved in writing by the LSA.

PART 9 – Equipment

1. Background

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

2. Equipment prescription

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

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

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



PART 9—Equipment

and/or servicing requirements;

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

3. Equipment requirements

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

4. Equipment funding exclusions

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

For example, extension handle for an existing vacuum.
- 4.3 The LSA is not responsible for the provision of equipment if, in the opinion of the LSA:
 - 4.3.1 the equipment requires replacement due to neglect, abuse or misuse; or



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- 4.3.2 the piece of equipment is more expensive than an item that is required to meet the participant's identified needs.
- 4.3.3 The provision of the item is included in a bed fee for participants who are inpatients or receiving residential care.

5. Participant contribution to equipment

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

6. Ownership of LSA funded equipment

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

7. Modifications to existing household or leisure equipment

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

For example, a modified tennis racquet.

8. Maintenance and repair of equipment

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



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

9. Order of routine equipment on discharge

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

10. Continence equipment and supplies

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

11. Beds/mattresses



PART 9—Equipment

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

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

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

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

12. Information, communication and assistive technology

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

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

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



PART 9—Equipment

For example, shopping and money management.

where the participant:

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

13. Environmental control equipment

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

14. Pressure care equipment

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

15. Positioning and seated mobility equipment

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

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16. Orthoses, footwear and walking aids

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

17. Respiratory equipment

- 17.1 The LSA will pay for the necessary and reasonable cost of respiratory equipment. Types of respiratory equipment may include:
- 17.1.1 invasive ventilation (tracheostomy);
 - 17.1.2 non-invasive ventilation; and
 - 17.1.3 associated electro-medical equipment and supplies.
- 17.2 The LSA may appoint a supplier to provide approved ventilation, tracheostomy or another ostomy equipment directly to the participant.
- 17.3 In these circumstances a participant may order supplies as they are needed, providing the orders are within the usage recommended in the equipment prescription. If an item is ordered by a participant that is outside the prescribed list or the quantity recommended, the equipment supplier will need to seek approval prior to supplying the item.

18. Equipment for exercise and fitness

- 18.1 The LSA will pay for the necessary and reasonable costs of exercise and fitness equipment when the equipment is prescribed by an appropriately qualified health practitioner. Justification should be provided as to why the exercise and fitness equipment is required and what other options have been considered and discounted, such as a gym membership.
- 18.2 To determine whether the costs are necessary and reasonable the LSA may require that:
- 18.2.1 the equipment is hired while the participant trials the activity; and
 - 18.2.2 the purchase of exercise or fitness equipment only occurs once a successful trial has taken place and the participant has demonstrated commitment through regular use over a period of time.

19. Exercise and fitness equipment not funded

- 19.1 The LSA will not pay for:
- 19.1.1 equipment that is available for use in another setting (such as a gymnasium) that is appropriate for the participant to access; or
 - 19.1.2 equipment that is used by the participant solely in other environments.



PART 9—Equipment

For example, physiotherapists' rooms.

20. Equipment for recreation or leisure purposes

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

- 20.1.1 return a participant to a pre-accident recreational activity;
- 20.1.2 substitute a pre-accident recreational activity for a new recreational activity; or
- 20.1.3 to commence a developmentally appropriate activity.



PART 10—Home Modifications and Accommodation

PART 10 – Home modifications and accommodation

1. Background

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

2. Consent for home modifications

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

3. Ensuring the home can be modified

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



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another party.

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

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

4. Assessment of the need for home modifications

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

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

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

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

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

5. Necessary and reasonable home modifications

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

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

5.1.2 structural constraints;

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

5.1.3 ownership of the property;

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

5.1.5 local planning regulations and building permits;

5.1.6 length of lease of a rental property;

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

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



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conjunction with alternative residential options; and

5.1.9 the LSA's ability to negotiate any necessary agreement or consent required on modifications with any external parties.

5.2 The LSA will assess whether home modifications are necessary and reasonable based on information contained in building modification project plans, reports from the home assessment completed by the occupational therapist and where utilised, the builder, final modification costs, and any other relevant information or reports.

5.3 The LSA may delay permanent or major modifications, where the motor vehicle injury is likely to change or improve. In these circumstances the LSA may approve temporary equipment or staged modifications to ensure the safety of the participant in the short term.

5.4 At times, the owner of the property, the participant and/or their legal representative or family member may desire additional building works, or higher cost finishes because of aesthetic, architectural or other reasons, which are more than is necessary and reasonable for the purposes of the Scheme. These works need to be quoted separately, agreed upon and the cost borne by the participant and/or property owner and must take place only after the completion of the funded works (unless the LSA agrees in writing or they relate to higher cost finishes paid for by the participant). Any such additional work should not affect participant access to or within the area being modified, or in any way adversely compromise the impact of any modifications that have been approved.

6. Minor modifications to home

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

7. Modifications to a rental property

7.1 The LSA will pay for necessary and reasonable home modifications for participants in a rental property if the owner of the premises agrees to the proposed modifications.

7.2 If the participant moves out of a rental property, the LSA will pay for the necessary and reasonable costs of returning a rental property to its former state, when the costs:

7.2.1 are related to the services or modifications that were previously approved or installed by the LSA; and

7.2.2 are related to the participant's motor vehicle injury.

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

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



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injury and specifically requested by the owner.

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

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

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

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

8.1 The LSA will pay for home modifications where:

- 8.1.1 the home to be modified is the principal place of residence of the participant or their family;
- 8.1.2 the participant intends to remain living at that residence for the foreseeable future; and
- 8.1.3 relocation to another residence, or a more suitable residence, is not an appropriate option for the participant or their family.

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

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

9. Relocation if the home is not suitable for modification

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

- 9.1.1 assistance to locate an appropriate home where the participant is unable to look for alternative properties, or does not have family or friends to assist them to locate a suitable property;
- 9.1.2 professional assistance in order to identify suitable residential options for the participant and family;



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For example, assessment of a property by an occupational therapist or an appropriately qualified person approved by the LSA.

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

10. Assistance when relocating to new home

- 10.1 When considering relocation to a new home, the LSA expects that the participant will locate a property that does not require substantial modification. The LSA does not consider it reasonable that a participant with significant functional limitations chooses to move to a home where substantial modifications need to be undertaken to allow them to reasonably access the home or parts of the home.
- 10.2 The LSA will only pay for modifications to a new home to enable the participant to access the following areas of the home:
 - 10.2.1 necessary and reasonable access/egress;
 - 10.2.2 a bathroom and toilet;
 - 10.2.3 a bedroom;
 - 10.2.4 a living/dining area; and
 - 10.2.5 a kitchen (for participants who can fully or partially prepare their own food or beverages).
- 10.3 If the participant or their family is seeking to purchase or rent a new home which would require modifications, the LSA requires an assessment by a suitably qualified occupational therapist, a current building report, pest report and any other relevant documentation be provided before the home is purchased or rented, to ensure that the home is reasonably able to be modified. If such reports are not provided, the LSA will not pay for home modifications after purchase or renting. The LSA will meet the cost of the relevant reports.

11. Service providers for home modifications

- 11.1 Modifications will be approved by the LSA following the receipt of an agreed scope of works and a quotation for works to deliver the proposed modifications.
- 11.2 All home modifications the LSA pays for must be provided by an appropriately



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qualified licensed builder or tradesperson who holds current registration as a company or as a business/sole trader and appropriate insurance.

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

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

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

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

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

13. Subsequent home modification

- 13.1 The LSA recognises it may be necessary and reasonable to fund more than one home modification as the participant's circumstances change. Such circumstances may include, but are not limited to:
- 13.1.1 a participant living with others who becomes able to live independently, such as a young adult leaving home;
 - 13.1.2 deterioration in the participant's health as a direct result of the motor vehicle injury;
 - 13.1.3 a participant who may need to relocate in order to access employment or services more readily; or
 - 13.1.4 other significant changes in the participant's personal circumstances such as marriage, separation or having children.
- 13.2 If subsequent home modifications are requested, the LSA expects that the participant will locate a property that does not require substantial modification. The LSA does not consider it reasonable that a participant with significant functional limitations chooses to move to a home where substantial modifications need to be undertaken to allow them to reasonably access the home or parts of the home.



PART 10—Home Modifications and Accommodation

13.3 If subsequent home modifications are requested, the LSA will consider in addition to factors set out in Part 10, Rule 5:

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

14. Repairs and maintenance on home modifications

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

For example, damage to floorboards from wheelchair use.

14.2 If costs for home modifications were not paid for in full by the LSA (for example, shared with the property owner), then the LSA will pay for the cost of repairs or maintenance proportional to the original costs paid.

14.3 The participant or property owner is responsible for any repairs and maintenance as a result of normal wear and tear (such as replacement of bathroom fittings/fixtures), for the upkeep of a residence (such as house painting) or maintenance of any additional works not funded by the LSA.

15. Home modifications funding exclusions

15.1 The LSA will not pay for:

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



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

16. Room temperature control equipment

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



PART 10—Home Modifications and Accommodation

- 16.5.5 eligibility for energy concessions such as the pensioner concession card.
- 16.6 Any change of domestic circumstances or prolonged absence from home will require a reassessment of the LSA's contribution rate to the operating costs.
- 16.7 The LSA may contribute to the costs associated with maintenance and repair of room temperature control equipment if the participant is unable to self-regulate their body temperature as a result of a motor vehicle injury. The LSA may pay a contribution to the reasonable costs of servicing, preventative maintenance and repairs of room temperature control equipment. The LSA will negotiate this contribution having regard to the equipment to be operated, e.g. air conditioner or heater and the number and size of rooms to be heated or cooled.
- 16.8 Before the LSA will pay for any contribution to room temperature control equipment, maintenance or running costs, the participant must have fully claimed and/or utilised any entitlement to concessions, grants or rebates.

17. Room temperature control equipment not funded

- 17.1 The LSA will not generally pay for:
 - 17.1.1 any room temperature control equipment that another agency or department is responsible for providing;
 - 17.1.2 energy services and supply charges;
 - 17.1.3 the entire costs of energy; or
 - 17.1.4 prospective payments for energy costs in advance.

18. Transitional accommodation

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

For example, when a home modification is in progress.

- 18.2 Transitional accommodation is defined by the LSA as accommodation required when:
 - 18.2.1 the need for accommodation is related to the motor vehicle injury;
 - 18.2.2 the participant's usual place of residence is not accessible due to the motor vehicle injury or is outside the Adelaide metropolitan area; and
 - 18.2.3 there is no other existing suitable accommodation option.
- 18.3 On a case by case basis the LSA will pay for necessary and reasonable transitional accommodation.
- 18.4 In determining whether transitional accommodation costs are necessary and



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reasonable the LSA may consider:

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

19. Ongoing accommodation

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

For example, a participant requiring integrated housing and supports.

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



PART 10—Home Modifications and Accommodation

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

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

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

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

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

20. Retrospective approval of transitional or ongoing accommodation

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



PART 11 – Motor Vehicle Modifications

PART 11 – Motor vehicle modifications

1. Background

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

2. Motor vehicle modifications funded by the LSA

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



PART 11 – Motor Vehicle Modifications

participant's suitability to drive.

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

For example, automatic transmission or electric windows.

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

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

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

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

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

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

3. Frequency of funding modifications to a motor vehicle

- 3.1 The LSA considers it reasonable to pay for modifications to a motor vehicle no more than every eight years, unless there is a change in the participant's medical condition which prevents the participant accessing the previously modified motor vehicle.
- 3.2 If the owner of a motor vehicle which has been modified by the LSA, wishes to purchase a replacement motor vehicle, the LSA may pay for the transfer of modifications that are not commercially available to the replacement motor vehicle if this is cost effective.

4. Motor vehicle modifications not funded

- 4.1 The modified motor vehicle remains the property of the owner. All costs normally associated with motor vehicle ownership, including running costs and servicing, are the owner's responsibility.
- 4.2 The LSA will not pay for:
 - 4.2.1 modifications to a motor vehicle for a circumstance or condition that existed before a motor vehicle accident or that is not a result of the motor vehicle



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accident;

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

5. Modifications to more than one motor vehicle

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



PART 12—Artificial Limb Services

PART 12 – Artificial limb services

1. Background

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

2. Artificial limb services funded by the LSA

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



PART 13—Education Support Services

PART 13 – Education support services

1. Background

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

2. Approval of funded education support services

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



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

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

3. Educational support services exclusions to funding

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



PART 14 – Vocational Support Services

PART 14 – Vocational support services

1. Background

- 1.1 This part applies in relation to services under section 4(1) of the Act.
- 1.2 Vocational support services provide participants with individualised assistance to enable participation in employment and voluntary work. These necessary and reasonable services support a participant to transition into, and sustain employment, where these needs are additional to the needs prior to the motor vehicle injury and specifically required as a result of a person's functional impairment.

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

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

2. Vocational support services

- 2.1 Vocational support services enable a participant, through a combined and coordinated use of services, to minimise the impact of their injuries on their employment or other work-related activity. In the first instance, vocational support services should focus on returning participants to their original employment with their pre-injury employer/s.
- 2.2 Vocational support services are necessary and reasonable where:
- 2.2.1 there is an assessment and recommendation by an appropriately qualified provider;
 - 2.2.2 the service has been agreed to by the participant who was involved in the decision-making process and is willing to commit to the training program;
 - 2.2.3 there is a defined, realistic vocational goal;
 - 2.2.4 there are identifiable labour market opportunities on completion of the training; and
 - 2.2.5 such support services increase the likelihood of a participant retaining employment in their workplace.
- 2.3 Additional factors that the LSA may consider when determining necessary and reasonable support services include, but are not limited to:
- 2.3.1 the participant's pre-accident occupation or career status;



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

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

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



PART 14 – Vocational Support Services

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



PART 15 – Temporary Overseas Travel and Participants Living Overseas

PART 15 – Temporary overseas travel and participants living overseas

1. Background

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

2. Temporary overseas travel

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

3. Participants living overseas

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



PART 15 – Temporary Overseas Travel and Participants Living Overseas

payments will be made to the participant under section 27(5) of the Act (provided that any requirements such as documentary evidence of expenditure for acquittal are met).

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

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

PART 16 – Self-directed support

1. Background

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

2. Options

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



PART 16 –Self-Directed Support

- 2.1.2 to use a host organisation (i.e. an approved agency that arranges services and manages the funding allocation); or
- 2.1.3 a mixture of the above
- 2.2 Participants can request assistance from the LSA in engaging service providers.
- 2.3 The rules in relation to approved attendant care providers will apply.
- 2.4 Participants may choose to self-direct part or all of their arrangements or funding for treatment, care and support services. The LSA will provide participants with assistance to decide on and implement the arrangement that suits them.

3. Eligibility

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

4. Unreasonable risk

- 4.1 When evaluating whether or not to allow a participant to self-direct poses an unreasonable risk, the LSA will consider:
 - 4.1.1 whether material harm, including material financial harm, to the participant could result if the participant were to manage the funding for supports, taking into account the nature of the supports identified in the MyPlan; and
 - 4.1.2 the vulnerability of the participant to:
 - 4.1.2.1 physical, mental or financial harm;
 - 4.1.2.2 exploitation;
 - 4.1.2.3 undue influence.
- 4.2 The LSA will also consider:
 - 4.2.1 the ability of the participant to make decisions and decision supports available to the participant;
 - 4.2.2 the capacity of the participant to manage finances;
 - 4.2.3 whether a court or a tribunal has made an order under Commonwealth, State, Territory or international law under which the participant's property (including finances) or affairs are to be managed, wholly or partly, by another person; and
 - 4.2.4 whether, and the extent to which, any risks could be mitigated by:
 - 4.2.4.1 the participant's informal support network;



PART 16 –Self-Directed Support

4.2.4.2 any safeguards or strategies the LSA could put in place through the participant's MyPlan.

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

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

For example, budgeting training.

5. Review

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



PART 17 – Buying into the Scheme

PART 17 – Buying into the Scheme

1. Background

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

2. Application to buy in

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

3. How the LSA calculates cost to buy in

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



PART 17 – Buying into the Scheme

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

4. What the buy in amount includes

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

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

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

6. Buy in as a lifetime participant

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

7. Buy in funds reimbursement

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



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

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

1. Background

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

2. Reassessment

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

3. Form

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



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

aspects of the assessment; and

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

4. Certificate issued by assessor

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

5. Application to expert review panel

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

6. Expert review panel



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

- 6.1 An expert review panel consists of between one and three medical experts appointed by the Convenor under Schedule 1 of the Act.
- 6.2 The expert review panel will give a certificate as to its determination setting out the reasons.
- 6.3 Further information on expert review panels is found in Schedule 1 of the Act

PART 19 – Ambulance transportation

1. Necessary and reasonable ambulance transportation

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

2. Method of assessment and criteria

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

PART 20 – Dental Treatment

1. Necessary and reasonable dental treatment

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

PART 20 Dental Treatment

Lifetime
SUPPORT**2. Method of assessment and criteria**

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

3. Dentures

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

Part 21 Medical treatment including pharmaceuticals

1. Necessary and reasonable medical treatment

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

2. Method of assessment and criteria

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

Part 21 Medical treatment including pharmaceuticals



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

3. Necessary and reasonable pharmaceuticals

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

Part 21 Medical treatment including pharmaceuticals



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

4. Method of assessment and criteria

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

5. Assisted fertility treatment

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

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

6. Method of assessment and criteria

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

PART 22 – Workplace and education facility modifications

1. Background

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

2. Modifications to a workplace or education facility

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

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

3. Method of assessment and criteria

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

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

4. Repairs and maintenance to workplace or education facility modifications

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



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



MINING ACT 1971

Notice pursuant to Section 28(5) of the Mining Act 1971

Notice is hereby given in accordance with Section 28(5) of the *Mining Act 1971* that the delegate of the Minister for Energy and Mining intends to grant Exploration Licences over the areas described below.

Applicant: Strategic Energy Resources Limited
 Location: Anna Creek area – approximately 140 km NNW of Roxby Downs
 Pastoral Leases: Anna Creek, Billa Kalina
 Term: Two years
 Area in km²: 526
 Reference number: 2018/00185

Applicant: Iluka (Eucla Basin) Pty Ltd
 Location: Peake area approximately 65km ESE of Murray Bridge
 Term: Two years
 Area in km²: 701
 Reference number: 2018/000189

Applicant: Cerberus Resources Pty Ltd
 Location: Billa Kalina area approximately 120km NNW of Roxby Downs
 Pastoral Leases: Billa Kalina
 Term: One year
 Area in km²: 281
 Reference number: 2018/00190

Applicant: Petratherm Ltd
 Location: Mount Willoughby area approximately 40km NW of Coober Pedy
 Pastoral Leases: Mabel Creek, Mount Barry, Mount Clarence, Mount Willoughby
 Term: Two years
 Area in km²: 838
 Reference number: 2018/00191

Applicant: Iluka (Eucla Basin) Pty Ltd
 Location: Ashville area approximately 30km south of Tailem Bend
 Term: Two years
 Area in km²: 472
 Reference number: 2018/00192

Applicant: Cerberus Resources Pty Ltd
 Location: Anna Creek area approximately 90km SE of Oodnadatta
 Pastoral Leases: Allandale, Nilpinna, The Peake
 Term: One year
 Area in km²: 946
 Reference number: 2018/00193

Applicant: Cerberus Resources Pty Ltd
 Location: Anna Creek area approximately 120km SE of Oodnadatta
 Pastoral Leases: Anna Creek, The Peake
 Term: One year
 Area in km²: 669
 Reference number: 2018/00194

Applicant: Petratherm Ltd
 Location: Mount Barry area approximately 50km NE of Coober Pedy
 Pastoral Leases: Anna Creek, Mount Barry, Nilpinna
 Term: Two years
 Area in km²: 641
 Reference number: 2018/00198

Applicant: Cerberus Resources Pty Ltd
 Location: Mulgathing area approximately 190km SSW of Coober Pedy
 Pastoral Leases: Mulgathing, Wilgena
 Term: One year
 Area in km²: 351
 Reference number: 2018/00206

Applicant: Cristal Mining Australia Limited
 Location: Kongal area approximately 40km SSE of Keith
 Term: Two years
 Area in km²: 927
 Reference number: 2019/00005

Plans and co-ordinates can be found on the Department for Energy and Mining website:

http://www.minerals.dpc.sa.gov.au/exploration/public_notices or by contacting Mineral Tenements on 08 8429 2572.

Community information on mineral exploration licence processes and requirements under the *Mining Act 1971* is available from: http://energymining.sa.gov.au/minerals/exploration/public_notices/exploration_licence_applications or hard copy on request to Mineral Tenements.

J MARTIN
 Mining Registrar
 Department for Energy and Mining
 Delegate of the Minister for Energy and Mining

South Australia

Motor Vehicles (Periodic Payment Scheme) Notice 2017

under section 24A of the *Motor Vehicles Act 1959*

I, Emma Kokar, Registrar of Motor Vehicles, further to section 24A(3) of the Motor Vehicles Act 1959, substitute the 'Motor Vehicles (Periodic Payment Scheme) Notice 2013' for the registration of motor vehicles dated 22 November 2013 and published in the Gazette on 28 November 2013 (the "Scheme"), with this notice and the substituted Scheme will come into operation on 3 March 2019.

All participants under the Motor Vehicles (Periodic Payment Scheme) Notice 2013 will continue to be participants under the substituted Scheme established by this Notice.

This Notice may be cited as the Motor Vehicles (Periodic Payment Scheme) Notice 2019.

1. DEFINITIONS

In this Notice:

- 1.1 **"ADI Account"** means an Authorised Deposit Taking Institution account and includes a reference to a Visa or MasterCard credit card account;
- 1.2 **"Business Day"** means any day that is not a Saturday, Sunday or a public holiday;
- 1.3 **"Cessation of Business"** means an order made under the Fines Enforcement and Debt Recovery Act 2017;
- 1.4 **"DD Portal"** means the website established for the operation of the Scheme found at <http://www.sa.gov.au/ezyreg> or any other website established by the South Australian Government as a replacement or upgrade of the DD Portal;
- 1.5 **"Direct Debit Request"** means the document titled "Direct Debit Request" published on the DD Portal;
- 1.6 **"Direct Debit Request – Service Agreement"** means the document titled "Direct Debit Request – Service Agreement" published on the DD Portal;
- 1.7 **"mySA GOV Account"** (formerly EzyReg Account) means an internet account established under the DD Portal allowing a person to administer their participation in the Scheme;
- 1.8 **"Fees"** means the fees and other charges that apply for the registration renewal of a Nominated Vehicle in accordance with the Scheme;
- 1.9 **"E-Notice"** means a notice sent in accordance with this Scheme either to the participant's nominated e-mail address or to the participant's nominated Australian mobile phone number by way of SMS;
- 1.10 **"Eligible Vehicle"** means a vehicle to which this Scheme may be applied as determined in accordance with clause 3;
- 1.11 **"Motor Vehicle"** and **"Vehicle"** have the meanings attributed to them under the MV Act;
- 1.12 **"MV Act"** means the Motor Vehicles Act 1959 (SA);
- 1.13 **"Nominated ADI Account"** means the ADI Account that has been nominated for DD payments for a Nominated Vehicle, for which there is a Direct Debit Request and Direct Debit Request – Service Agreement;
- 1.14 **"Nominated Vehicle"** means an Eligible Vehicle that the owner has nominated for renewal of its registration in accordance with the Scheme;
- 1.15 **"Public holiday"** has the meaning attributed under the Acts Interpretation Act 1915 (SA);
- 1.16 **"Register of Motor Vehicles"** means the register kept under section 8 of the MV Act;
- 1.17 **"Registrar"** has the meaning attributed under the MV Act;
- 1.18 **"Scheme"** means the Periodic Payment Scheme established under section 24A of the MV Act and this Notice; and
- 1.19 **"SMS"** means a short messaging service to a mobile telephone device.

2. OVERVIEW OF THE SCHEME

- 2.1 The Scheme enables participants to automatically apply to renew the registration of their Nominated Vehicle and to also make periodic payments by direct debit from their Nominated ADI Account to meet the applicable Fees.

Eligible Vehicles

- 2.2 A person may only participate in the Scheme with respect to the renewal of a Nominated Vehicle. To be so nominated the relevant vehicle must be an Eligible Vehicle in accordance with the requirements set out in clause 3.

Participation

- 2.3 The Scheme is governed by an electronic portal and eligible persons may only enrol and participate by accessing the DD Portal.
- 2.4 To participate, a customer must comply with the requirements set out in clause 4.
- 2.5 A person's participation in the Scheme is on-going and starts from when the person successfully completes the enrolment process as set out in the DD Portal and remains in effect until cancelled in accordance with the MV Act or under clause 6 or clause 7.
- 2.6 A person's participation in the Scheme cannot be transferred to another person should a participant's Nominated Vehicle be sold (or its ownership otherwise transferred) to another person.

Communication

- 2.7 Whilst participating in the Scheme, a person will not be forwarded an Application for Renewal of Registration nor will they receive Registration Details Certificates by post in relation to their Nominated Vehicle(s).
- 2.8 All notices by the Registrar to persons participating in the Scheme will be by E-Notice sent to the person's nominated e-mail address and/or via SMS to the person's nominated Australian mobile phone number.

Renewals

- 2.9 Registrations under this Scheme are for a period of 1 calendar month or for the nominated registration renewal period as provided in the MV Act.

- 2.10 Whilst a person is a participant in the Scheme, in respect to their Nominated Vehicle(s):
- (a) they will be taken to apply on a monthly or periodic basis for the renewal of that Nominated Vehicle; and
 - (b) the Fees for that Nominated Vehicle will be paid by the automated means of direct debit of their Nominated ADI Account,
- (with the payment date falling approximately 1 month prior to the particular vehicle's registration expiry date).

- 2.11 Receipt in full by the Registrar of the Fees in advance is a requirement for renewal of a vehicle's registration under the MV Act. A participant cannot suspend or defer a direct debit payment under the Scheme.

Transaction Process & Notifications

- 2.12 The participant will be sent an E-Notice approximately 1 month and 7 days prior to the date that the registration payment falls due advising that the debit payment will be attempted in 7 days.
- 2.13 A direct debit payment from the participant's Nominated ADI Account will be attempted approximately 1 month prior to the vehicle's registration expiry date.
- 2.14 If the direct debit payment is successful the registration of a participant's Nominated Vehicle will be renewed and the participant will be sent an E-Notice advising that the application for renewal of the Nominated Vehicle has been successful and it will detail the new expiry date for the vehicle's registration.
- 2.15 If the direct debit payment is unsuccessful for any reason whatsoever:
- (a) an E Notice will be sent to the participant advising that registration of their Nominated Vehicle was unsuccessful and that a second debit payment attempt will occur in approximately 3 days.
 - (b) A second direct debit payment from the participant's Nominated ADI Account will then be attempted within approximately 3 days of the first attempted direct debit.
 - (c) If the second direct debit payment attempt is successful the registration of a participant's Nominated Vehicle will be renewed and the participant will be sent an E-Notice advising that the application for renewal of the Nominated Vehicle has been successful and it will detail the new expiry date for the vehicle's registration.
 - (d) If the second direct debit payment attempt is unsuccessful for any reason whatsoever, an E-Notice will be sent advising:
 - (i) that the Nominated Vehicle concerned has been removed from the Scheme and that the participant will need to make alternative arrangements for the renewal of registration of the vehicle and to contact Service SA for further information.
 - (ii) This message will be sent at a minimum of approximately 18 days prior to the expiry of the vehicle's registration.
 - (iii) An Application for Renewal of Registration will also be generated and sent to the registered owner of the vehicle concerned.

Note: Timeframes set out above are indicated as being approximate to account for months with differing numbers of days and for periods that may fall over a weekend and/or include public holidays (in these cases the timeframe will be extended to fall upon the next available Business Day).

Compliance

- 2.16 Whilst participating in the Scheme a person must comply with the Scheme, including, but not limited to, the participant responsibilities set out in clause 5. A person failing to comply with the Scheme may give rise to the consequences set out in clause 8.

Cancellation of Participation

- 2.17 The Registrar may cancel a person's participation in the Scheme (either entirely or in respect to a particular Nominated Vehicle) in the circumstances outlined in clause 6.
- 2.18 A person may cancel their participation in this Scheme (either entirely or in respect to a particular Nominated Vehicle) by following the procedure in clause 7.

Fees

- 2.19 Details of the Fees associated with this Scheme are contained in clause 9.

Registration Concessions

- 2.20 This Scheme does not affect the application of any concessions for the renewal of registration of motor vehicles and the amount of the Fees charged under this Scheme is open for adjustment if the relevant person meets the criteria for concessional registration.
- 2.21 If a person is a first time concession applicant, the application of the concession must be verified personally at a Service SA Customer Service Centre or via other methods provided by the Registrar and the person will not be eligible for the reduced fees until the verification has been undertaken.
- 2.22 As with other forms of registration, a participant in the Scheme is only entitled to a concession on application with verification and a claim for back dating to a date when a person was entitled to the concession is not available.

Discretion to Refund Debits in Exceptional Circumstances

- 2.23 In cases where there has been a direct debit to an ADI Account as a result of an error, such as, for example, a notice of disposal was not recorded against a registered vehicle and direct debit payments continued to be made, the Registrar may (but is not, in any circumstances, required to) refund the whole or part of the amount so debited (including to avoid doubt cases where a person's participation in this Scheme has been cancelled after the amount has been so debited).

3. ELIGIBLE & INELIGIBLE VEHICLES

- 3.1 The DD Portal will indicate which vehicles owned by a person are eligible (or ineligible) for the person to nominate for registration under the Scheme.

Eligible Vehicles

- 3.2 Subject to any applicable exclusion set out in clause 3.3 below, the following vehicles are eligible for nomination by a participant for registration under the Scheme:

- (a) Light motor vehicles (all vehicles with a gross vehicle mass (GVM) of 4.5 tonnes or less for example, 8, 6 & 4 cylinder vehicles, including light commercial vehicles such as utilities, vans and panel vans);
- (b) Heavy vehicles (those with a GVM of more than 4.5 tonnes);
- (c) Motorcycles;
- (d) Trailers, including boat trailers; caravans; heavy trailers (for example semi-trailers).
- (e) Vehicles registered on conditional registration such as Special Purpose vehicle and Historic vehicles;
- (f) Any other vehicles as determined by the Registrar by notice in writing.

Ineligible Vehicles

3.3 The following vehicles are ineligible for nomination by a participant for registration under the Scheme:

- (a) Vehicles which must be inspected before registration; including taxis, buses and chauffeured vehicles;
- (b) Vehicles that are subject to conditions that would prevent the nomination for registration or the renewal of registration of the vehicle in a person's name, for example, but not limited to the following:
 - (i) Vehicles recorded as suspended or cancelled by the Registrar;
 - (ii) Vehicles with a current Notice of Disposal recorded against them;
 - (iii) Vehicles recorded as wrecked, written off or defected;
 - (iv) Vehicles or vehicle identification numbers (VINs) /chassis numbers which are recorded as stolen;
 - (v) Vehicles which do not have a current agreement to display their assigned number plates;
 - (vi) Trailers with an unladen mass greater than or equal to 750 kg and no GVM recorded;
 - (vii) Vehicles with an interstate address recorded;
 - (viii) Vehicles with an interstate residential address recorded without a South Australian garaging address recorded;
 - (ix) Vehicles registered solely in the name of persons who have a "cessation of business" order recorded against them personally.

4. APPLYING TO PARTICIPATE

4.1 To participate in the Scheme a person must:

- (a) be eligible to participate in the Scheme as per clause 4.2;
- (b) be the registered owner of the Eligible Vehicle the person wishes to nominate under the Scheme and the vehicle concerned must (at the time of the application) be registered with in excess of one month remaining registration;
- (c) enrol to participate in this Scheme electronically via the DD Portal and comply with clause 4.3 and clause 4.4;
- (d) provide the necessary ADI Account details and establish a direct debit facility in accordance with clause 4.6; and
- (e) establish a mySA GOV Account in accordance with clause 4.9.

Eligibility Requirements to Participate

4.2 To apply to participate in the Scheme a person must:

- (a) be aged 18 years or over;
- (b) have an established e-mail address;
- (c) not be listed as having a "deceased status" in the Registrar's records.

Enrolment to Participate

4.3 To enrol to participate, each person must provide the information set out below by following the online prompts on the DD Portal:

- (a) e-mail address;
- (b) Australian mobile telephone number (if electing to receive E-Notices via SMS);
- (c) ADI Account name, number and type for direct debits;
- (d) nomination of which of the participant's Eligible Vehicles is to be registered on a periodic basis under the Scheme and nominate the period of registration;
- (e) any additional information that may affect the amount of the Fees applicable for the renewal of the Nominated Vehicle, for example, being the holder of an appropriate concession.

4.4 For the purposes of on-line security:

- (a) the person's Licence Card Identification Number (a unique number that is printed on the back of a learner's permit or driver's licence) must be provided;
- (b) the "Vehicle Payment Number" of a vehicle registered to the person (located on an Application to Renew Registration for the vehicle concerned) must be provided in order to conclude their enrolment and registration renewal within the Scheme;
- (c) the person's e-mail address must be verified by the person entering a unique code that the Registrar sends to their e-mail address; and
- (d) if a person elects to be contacted by SMS to an Australian mobile phone number, the mobile telephone number must be verified during the enrolment process by the person sending a unique confirmation code from the nominated mobile telephone via SMS to the Registrar.

4.5 In the event that a person is a body corporate, does not have a Licence Card Identification Number, or does not have a Vehicle Payment Number or chooses to use this confirmation method, then a unique confirmation code will be posted to the person's address. Alternatively, Service SA can assist in creation of a mySA GOV account.

Direct Debit Facility

- 4.6 To participate in the Scheme, a person must establish an on-going direct debit authority for direct debit by the Registrar of the renewal of registration Fees.
- 4.7 To establish a direct debit facility, the person must:
- (a) complete the Direct Debit Request set out in the DD Portal;
 - (b) agree to the terms and conditions set out in the Direct Debit Request – Service Agreement published on the DD Portal.
- 4.8 Any MasterCard and Visa Credit Card account or savings or cheque account can be nominated and used as a Nominated ADI Account under this Scheme.
- Note: A person will however need to check with their financial institution to determine whether or not the account they have nominated is suitable for the proposed arrangement as well as in the event that the person wants to be informed of any additional bank fees and charges imposed by their financial institution for direct debit services.

mySA GOV Account (formerly EzyReg Account)

- 4.9 As part of their enrolment in this Scheme, a person must establish a mySA GOV Account via the DD Portal.
- 4.10 Once established the mySA GOV Account will operate as the primary channel by which the person may enter and update their personal details, check their vehicle's registration status, print Registration Details Certificates (Form MRSA) and cancel their participation in the Scheme.

5. PARTICIPANT RESPONSIBILITIES

- 5.1 Whilst participating in the Scheme a person must comply with the Scheme, including but not limited to the participant responsibilities in this section. A person failing to comply with this Scheme and their responsibilities may give rise to the consequences set out in clause 8.
- 5.2 Participants in the Scheme are responsible for:
- (a) providing correct and accurate information as part of their enrolment to participate;
 - (b) notifying the Registrar of any changes in the information provided as part of their enrolment to participate;
 - (c) notifying the Registrar of any changes in their circumstances in accordance with clauses 5.3 and 5.4;
 - (d) ensuring that their vehicles are registered in accordance with the MV Act;
 - (e) ensuring that the Registrar continues to be authorised to make direct debit payments for the registration fees in accordance with the Scheme; and
 - (f) ensuring that there are sufficient funds available in their Nominated ADI Account to allow a direct debit payment to be made when falling due.

Obligation to notify the Registrar

- 5.3 A participant must notify the Registrar within 7 calendar days of the following changes in circumstances:
- (a) if their Nominated ADI Account for direct debit payments under the Scheme is changed, transferred or closed;
 - (b) if the direct debit is to a Visa or MasterCard credit card account, and there has been a change in the card details, advise of the new card number and expiry date.
- 5.4 A participant must notify the Registrar within 14 calendar days of the following changes in circumstances:
- (a) if the participant has changed their nominated e-mail address;
 - (b) if the participant has changed their Australian mobile phone number (if nominated under the Scheme for receipt of E-Notices via SMS);
 - (c) if there is a change to the participant's Input Tax Credit entitlement (if applicable);
 - (d) if there have been changes in circumstances that may effect the amount of the Fees the participant is liable to pay (for example changes to their vehicle's garage address resulting in falling into a different District); or
 - (e) if the participant is a concession holder, any changes that may affect the Fees payable by the participant.

Means for Notifying the Registrar

- 5.5 Participants may notify the Registrar of the changes in circumstances for the purposes of this Scheme by any of the following means:
- (a) using the prompts set out in their mySA GOV Account (accessed via the DD Portal) to change their personal details such as ADI details, e-mail address and/or Australian mobile phone number for receipt of SMS messages;
 - (b) visiting a Service SA Customer Centre in person or by contacting Service SA by telephone on 13 10 84;
 - (c) emailing a Service SA Customer Centre at reginfo@sa.gov.au; or
 - (d) in writing by posting to (Service SA GPO Box 1533 ADELAIDE SA 5001).

Other obligations under the MV Act

- 5.6 The Scheme operates as part of the overall statutory framework established under the MV Act for the registration of vehicles in South Australia.

Each owner of a vehicle (whether a participant in this Scheme or not) is required to notify the Registrar of changes in circumstances for the general purposes of the Act within the time periods provided under the legislation.

For example, these can include (but are not limited to):

- (a) if a person ceases being an authorised signatory of a corporation (section 136 MV Act);
- (b) if a person's address and/or the garage address of their vehicle changes, (section 136 MV Act);
- (c) if a person's vehicle is sold and/or the registered ownership of the vehicle is otherwise transferred (section 56/57 MV Act).

6. CANCELLATION BY THE REGISTRAR

- 6.1 The Registrar will cancel a person's participation in the Scheme (either entirely or for a particular Nominated Vehicle) in the following circumstances:
- (a) the breach or revocation of the participant's Direct Debit Request and Direct Debit Request – Service Agreement;
 - (b) upon being notified of the transfer of the registration of the Nominated Vehicle concerned under section 56(b)(ii) of the MV Act;
 - (c) upon being notified of the lodging of a Notice of Disposal for the Nominated Vehicle concerned;
 - (d) upon being notified of the Nominated Vehicle concerned being seized under legislation other than the MV Act;
 - (e) upon the participant applying to have their participation in the Scheme cancelled;
 - (f) upon a participant cancelling their Nominated Vehicle's registration;
 - (g) upon a participant registering their Nominated Vehicle via an alternative payment channel;
 - (h) as at the date of renewal of registration, the Nominated Vehicle has become an Ineligible Vehicle (see 3.3);
 - (i) if a direct debit attempt by the Registrar to the participant's Nominated ADI Account (credit card account and/or bank account) fails on the second attempt.
- 6.2 The Registrar may cancel a person's participation in the Scheme (either entirely or in respect to a particular Nominated Vehicle):
- (a) if the participant fails to comply with any condition of this Scheme which is not already provided for in clause 6.1.

7. CANCELLATION BY THE PARTICIPANT

- 7.1 A person may cancel their participation in the Scheme (either entirely or for a particular Nominated Vehicle) and their associated direct debit arrangement whenever they wish in accordance with the following steps, provided it is, in the case of (c) or (d) below, at least 7 days before the next direct debit falls due:
- (a) Logging on to their mySA GOV Account and following the prompts provided for cancelling enrolment;
Note: At the conclusion of this process the person will be informed of the expiry of the relevant vehicle's current registration period and that the person will need to have made alternative arrangements by then to register the vehicle, or
 - (b) Visiting a Service SA Customer Centre in person or by contacting Service SA by telephone on 13 10 84;
 - (c) Emailing a Service SA Customer Centre at reginfo@sa.gov.au; or
 - (d) In writing by posting to Service SA, GPO Box 1533 ADELAIDE SA 5001.
- 7.2 The cancellation becomes effective immediately on recording on the Register of Motor Vehicles.

8. CONSEQUENCES OF NON-COMPLIANCE

Cancellation and the need to re-enrol to participate

- 8.1 If a person fails to comply with the Scheme their participation in the Scheme in relation to the relevant Nominated Vehicle(s) will be cancelled automatically by the Registrar under clause 6.1 or may be cancelled by the Registrar under clause 6.2. The Registrar will notify the person of the cancellation by E-Notice.
- 8.2 If participation for a Nominated Vehicle is cancelled, the relevant vehicle is entirely removed from the operation of the Scheme and the person will need to re-enrol if they choose to once again participate in the Scheme with respect to that vehicle.

Registration

- 8.3 If a person's participation in the Scheme for a Nominated Vehicle has been cancelled, the vehicle concerned will remain subject to the requirement to be registered under the MV Act and the person will need to register their vehicle in accordance with the MV Act by alternate means outside of the Scheme.
- 8.4 Monthly renewals in advance and the timeframes for direct debit payments are set to allow for a minimum of (approximately) 18 days prior to the expiration of a vehicle's registration so as to afford a person the opportunity to renew the registration of their vehicle in the event their participation in the Scheme in respect to that vehicle is cancelled.
- 8.5 If a person fails to renew the registration of the vehicle concerned prior to the expiry of the vehicle's registration period then the vehicle will become unregistered. Continued use of the vehicle is a contravention of the MV Act and other State legislation for which penalties may apply.

Penalties for failure to notify Registrar

- 8.6 Subsection 24A(8) of the MV Act provides:
- 24A(8) A person who is a participant in the periodic payment scheme in respect of a particular motor vehicle must, in accordance with the scheme, notify the Registrar of any change in—
- (a) the person's personal particulars or circumstances that may affect an amount to be paid in respect of the registration of the motor vehicle; or
 - (b) such other information or circumstances as may be specified under the scheme for the purposes of this subsection.
- Maximum penalty: \$1 250
- 8.7 For the purposes of subsection 24A(8)(b) of the MV Act the following information or circumstances are specified (and a person who is a participant in the Scheme must notify the Registrar of any change in):
- (i) the person's contact details (either a participant's e-mail address or Australian mobile phone number) as nominated for the purposes of an E-Notice within 14 days.

9. FEES

- 9.1 Each direct debit transaction attracts the regulated Administration Fee.
- 9.2 Failed direct debit transactions may also attract a dishonour fee from the participant's ADI.
- 9.3 An amount paid by the use of direct debit is a transaction that is subject to the provisions of section 138B of the MV Act. For the avoidance of doubt if the Registrar is required to repay the amount paid by direct debit, the transaction in

relation to the payment that was purportedly made will be taken to be, and to always have been, void and of no effect and the Registrar may, for example, pursuant to s. 138B(7)(b) of the MV Act refuse to enter into any further transaction with the person unless they pay to the Registrar the amount that was payable in respect of the void transaction, or such proportion of that amount as the Registrar thinks fit, and the prescribed charges.

- 9.4 The registration renewal and administration fees for the Scheme, plus other payments required at the same time, are the fees applicable as at the commencement date of the new period of registration, and are detailed as follows:

Fees (If Applicable)	Method of Calculation
Registration	As set out in the Motor Vehicles Regulations 2010 or Motor Vehicles (National Heavy Vehicles Registration Fees) Regulations 2008
Administration fee	As set out in the Motor Vehicles Regulations 2010
Compulsory Third Party (CTP) Insurance Premium	The Premium application for the registration period as determined by the CTP Regulator Or for monthly payments: 1/3 rd of the CTP Insurance Premium payable for 3 months
Stamp Duty on CTP	As set out in Schedule 2, Part 1, (3)(aa) of the <i>Stamp Duties Act 1923</i>
Lifetime Support Scheme Fund Levy	As set out in the Lifetime Support Scheme Fund Levy Schedule Or for monthly payments: 1/3 rd of the amount of the levy for 3 months
Emergency Services Levy	As set out in the Revenue SA Emergency Service Levy Fund Or for monthly payments: 1/3 rd of the amount of the levy for 3 months registration

10. PROCEDURE FOR SUSPECTED DEBIT ERRORS

- 10.1 If a participant believes there has been an error in debiting their Nominated ADI Account, the participant should notify Service SA directly by telephone on 13 10 84 and confirm that notice by email at reginfo@sa.gov.au as soon as possible.
- 10.2 A participant may also refer instances of suspected error(s) in debit(s) to their ADI. The ADI may, in turn, obtain details from the participant of the debit(s) in dispute and lodge a claim on the participant's behalf.
- 10.3 If the Registrar is satisfied that a participant's Nominated ADI Account has been incorrectly debited, the Registrar will arrange for the Nominated ADI Account to be reimbursed with the incorrectly debited amount. In such cases the Registrar will notify the participant in writing of the amount by which the Nominated ADI Account has been adjusted.
- 10.4 If the Registrar concludes that a participant's Nominated ADI Account has been correctly debited, the Registrar will provide the participant with reasons and any evidence for this finding.

Made by the Registrar of Motor Vehicles

on 28 February 2019

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

SUSPENSION OF CONDITION

EXTENSION OF LICENCE TERM

Petroleum Exploration Licence PEL 155

Pursuant to section 76A of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that Condition 1 of Petroleum Exploration Licence 155 has been suspended for the period from 5 September 2020 to 4 May 2021 inclusive, pursuant to delegated powers dated 29 June 2018.

The term of Petroleum Exploration Licence 155 has been extended by a period corresponding to the period of suspension, such that PEL 155 will now expire on 4 May 2021.

Dated: 14 February 2019

BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining

[REPUBLISHED]

On Friday, 21 December 2018, the PROFESSIONAL STANDARDS ACT 2004 notice published on page 4425 of the South Australian Government Gazette was published without the Scheme attached. The notice should be replaced with the following:

PROFESSIONAL STANDARDS ACT 2004

The Australian Computer Society Professional Standards Scheme

PURSUANT to section 14 of *Professional Standards Act 2004*, I authorise the publication in the *Gazette* of The Australian Computer Society Professional Standards Scheme.

Pursuant to section 15 (1) (a) of the *Professional Standards Act 2004*, I specify 21 February 2019 as the date of commencement of the Professional Standards Scheme.

Dated: 15 February 2019

VICKIE CHAPMAN
Attorney-General

THE AUSTRALIAN COMPUTER SOCIETY PROFESSIONAL STANDARDS SCHEME

*Professional Standards Act 1994 (NSW)***PREAMBLE**

- A. The Australian Computer Society Inc (ACS) is an occupational association.
- B. The ACS has made an application to the Professional Standards Council, appointed under the *Professional Standards Act 1994* (NSW) (the Act), for the approval of a scheme under the Act as set out in this document.
- C. The scheme is prepared by the ACS for the purposes of limiting occupational liability to the extent to which such liability may be limited under the Act.
- D. The scheme propounded by the ACS is to apply to all Certified Professional Members of the ACS.
- E. The ACS has furnished the Council with a detailed list of the risk management strategies intended to be implemented in respect of its members and the means by which those strategies are intended to be implemented.
- F. The scheme is intended to commence in New South Wales on 1 January 2019 and remain in force for five (5) years from its commencement unless, prior to that time, it is revoked, its operation ceases, or it is extended pursuant to the applicable legislation of the relevant jurisdiction.
- G. Unless otherwise defined in this scheme, terms used in the scheme have the meaning given in the Act.
- H. The scheme is intended to apply in all states and territories of Australia.

THE AUSTRALIAN COMPUTER SOCIETY PROFESSIONAL STANDARDS SCHEME**1 Occupational association**

- 1.1 The Australian Computer Society Professional Standards Scheme (the scheme) is a scheme under the Act prepared by the Australian Computer Society Inc (ACS) whose national office address is Tower One, International Towers, 100 Barangaroo Ave, Sydney, NSW, 2000.

2 Persons to Whom the Scheme Applies

- 2.1 The scheme will apply to ACS members who are Certified Professional Members. A Certified Professional Member is defined as a member of ACS with a current 'Certified Professional' certification from ACS. A list of Members participating in the ACS Professional Standards Scheme will be published on the ACS web site.
- 2.2 A person referred to in clause 2.1 may, on application, be exempted from participation in the scheme by the ACS with effect from the date specified by the ACS.

3 Jurisdiction

- 3.1 The scheme applies in New South Wales in accordance with the Act.
- 3.2 In addition to New South Wales, the scheme is intended to operate in the Australian Capital Territory, the Northern Territory, Queensland, South Australia, Tasmania, Victoria, and Western Australia, in accordance with the professional standards legislation of those states and territories.

4 Limitation of liability

- 4.1 This scheme only affects the liability for damages arising from a single cause of action to the extent to which the liability results in damages exceeding \$2,000,000.
- 4.2 This scheme limits the occupational liability in respect of a cause of action founded on an act or omission occurring during the period when the scheme was in force of any person to whom the scheme applied at the time the act or omission occurred.
- 4.3 If a person, who was at the time of the act or omission giving rise to occupational liability, a person to whom the scheme applied and against whom a proceeding relating to occupational liability is brought, is able to satisfy the court that such person has the benefit of an insurance policy:
 - (a) of a kind which complies with the standards determined by the ACS;
 - (b) insuring such person against that occupational liability; and
 - (c) under which the amount payable in respect of that occupational liability is not less than the monetary ceiling specified in this scheme,that person is not liable in damages in relation to that cause of action above the monetary ceiling specified in this scheme.
- 4.4 The monetary ceiling is \$2.0 million.
- 4.5 Clause 4.3 only affects liability for damages arising from a single cause of action to the extent to which the liability results in damages exceeding the amount of damages specified in clause 4.1.
- 4.6 Notwithstanding anything to the contrary contained in this scheme if, in particular circumstances giving rise to occupational liability, the liability of any person who is subject to this scheme is capped both by this scheme and also by any other scheme under professional standards legislation (whether of this jurisdiction or under the corresponding law of any other Australian state or territory) and, if the amount of such caps should differ, then the cap on the liability of such person arising from such circumstances which is higher shall be the applicable cap.

5 Discretionary authority

- 5.1 This scheme confers on the ACS a discretionary authority to specify, on application by a person to whom the scheme applies, in relation to that person, a higher maximum amount of liability not exceeding \$10 million, in relation to that person either in all cases or in any specified case or class of case.

6 Duration

- 6.1 This scheme will commence in New South Wales, the Northern Territory, Tasmania, Western Australia, Victoria and Queensland on 1 January 2019.
- 6.2 In the Australian Capital Territory and in South Australia, the scheme will commence:
 - (a) on the date provided for in the Minister's notice in relation to the scheme, if a date is provided; or
 - (b) on the first day two months after the day on which notice was given, in any other case.
- 6.3 This scheme will be in force in New South Wales for five years from the date of commencement in that jurisdiction.

- 6.4 For any other jurisdiction, the scheme will be in force for:
- (a) 5 years from the date of commencement in that jurisdiction; or
 - (b) 5 years from the date of commencement in New South Wales;
- whichever period ends first.
- 6.5 Clauses 6.3 and 6.4 are subject to the provisions of each jurisdiction applicable to the revocation, extension or cessation of schemes.

[REPUBLISHED]

On Thursday, 24 January 2019, the PROFESSIONAL STANDARDS ACT 2004 notice published on page 263 of the South Australian Government Gazette was published without the Scheme attached. The notice should be replaced with the following:

PROFESSIONAL STANDARDS ACT 2004

The Bar Association of Queensland Professional Standards Scheme

PURSUANT to section 14 of *Professional Standards Act 2004*, I authorise the publication in the *Gazette* of The Bar Association of Queensland Professional Standards Scheme.

Pursuant to section 15 (1) (a) of the *Professional Standards Act 2004*, I specify 1 July 2019 as the date of commencement of the Professional Standards Scheme.

Dated: 14 January 2019

VICKIE CHAPMAN
Attorney-General

THE BAR ASSOCIATION OF QUEENSLAND

Professional Standards Scheme

Preamble

Occupational Association

- A. The Bar Association of Queensland (ACN 009 717 739) ("the Association") is an occupational association constituted as an Australian Public Company, Limited by Guarantee pursuant to the Corporations Act 2001 (Cth).
- B. The occupational group for the purposes of the Scheme represented by the Association consists of barristers practising in or from Queensland who hold a Queensland practising certificate.
- C. The objectives of the Association are expressed in clause 3 of its Constitution and include:
 - (a) to promote the cause of justice;
 - (b) to maintain the high tradition of the Bar;
 - (c) to uphold the honour and promote the interests of the Association and members of the Association
 - (d) to maintain correct and cordial relations with the Bench and the other branches of the profession;
 - (e) to arrange and promote continuing professional development;
 - (f) to promote fair and honourable practice amongst barristers; to suppress, discourage and prevent unsatisfactory professional conduct and professional misconduct; to inquire into so far as the law permits and decide questions as to professional conduct and etiquette of barristers; to make rules (including rules for the imposition on members of penalties, including expulsion, suspension or fines), with regard to the foregoing to the extent the law permits and in the absence of other rules and regulations made under the Legal Profession Act 2007 (Qld) ("the LP Act") for breach of such rules; and if deemed necessary, to report any of such rules or decisions to the Supreme Court of Queensland and to the Members of the Association and to the public as the Council sees fit;
 - (g) to raise with the appropriate bodies established under the LP Act all such matters as are necessary in respect of the discipline of members;
 - (h) to be represented in any matter before any Court, tribunal, body or person;
 - (i) to exercise such powers as may be conferred upon the Association by the LP Act, any other legislation, Rules of Court, or otherwise;
 - (j) to confer, and when thought fit, to cooperate with bodies in Australia or elsewhere representing the profession of the law or any branch thereof, or with any other bodies in Australia or elsewhere, as to matters directly or indirectly affecting the profession of the law, or which may affect the Association or its members, or may affect the attainment of the objects of Association; and, form and maintain associations with the Australian Bar Association and the Law Council of Australia, or any other body in Australia or elsewhere whether or not connected with the profession of the law;
 - (k) to make suggestions upon legislation, Rules of Court, the business and procedure of Courts, and the accommodation and condition of Court buildings;
 - (l) to inquire into and report upon applications for admission as a legal practitioner and to take such action thereon as may be deemed proper;
 - (m) to promote, conduct or cooperate in the promotion or conduct of activities of a professional, educational, cultural, sporting and social nature amongst Members of the Association.

Nature of the Scheme

- D. The Bar Association of Queensland Professional Standards Scheme ("the Scheme") is a scheme under the Professional Standards Act 2004 (Qld) ("the PS Act") that applies to the persons referred to below in clause 2.
- E. The Scheme does not apply to all members of the Association. Article 4.1 of the Bar Association of Queensland Constitution provides for four types of membership: Ordinary Member - Class A, Class B or Class C; Associate Member; Honorary Member; or Life Member. The Constitution provides that a person, who agrees before admission to membership to undertake to abide by the Constitution and Rules of the Association, may be admitted as an Ordinary Member:
 - (a) in Class A for any local practising barrister;

- (b) in Class B for any person who holds a practising certificate issued by the Association who is not a local practising barrister; or
- (c) in Class C, being an interstate practising barrister.

Article 4.8 of the Constitution provides that Life Members are members or former members of the Association appointed for exceptional service to justice, the law or the Association upon nomination by the President, seconded by the Vice-President and approved by no less than three-quarters majority of a general meeting. A Life Member may also belong to another class of membership.

The Scheme will only apply to Class A Ordinary members and Life Members.

- F. The approximate number of members of the Association to whom the Scheme might apply at its commencement is 955.
- G. The Scheme is intended to operate under the PS Act, which has the purpose of improving the occupational standards of professional persons, and to protect the consumers of their services.
- H. The Scheme limits the occupational liability of a person to whom it applies.
- I. The occupational liability limited by the Scheme is that provided for by the PS Act, which at present in Queensland is all civil liability for damages (in tort, contract, or otherwise) in relation to a cause of action founded on an act or omission of a person to whom the Scheme applies acting in the performance of the person's occupation, being barristers' work as defined in the Barristers' Conduct Rules issued by the Association pursuant to s 220 of the LP Act, that happens when the Scheme is in force.
- J. The Scheme does not apply to any liability to which the PS Act does not apply from time to time, which at present is any liability for damages arising from death or personal injury to a person, any negligence or other fault of a lawyer in acting for a client in a personal injury claim, a breach of trust, fraud or dishonesty or liability that may be the subject of proceedings under the Land Title Act 1994 (Qld), part 9, division 2, subdivision C.
- K. The Scheme does not affect any claim for damages below the monetary ceiling specified in the Scheme for each member.
- L. The Scheme limits liability for damages above the monetary ceiling specified for a person to whom it applies provided that the person has insurance as required by s 22 of the PS Act.

Risk Management

- M. The Association has adopted strategies which cover requirements for professional entry to practice at the Bar in Queensland, and continuing professional development in the areas of ethics and regulation of the profession management, substantive law, court practice and procedure, and evidence, and advocacy, mediation and other barristers' skills, including making rules about legal practice in this jurisdiction engaged in by an Australian legal practitioner as a barrister. The Association has provided the Professional Standards Councils with a detailed list of the risk management strategies intended to be implemented in respect of its members and the means by which those strategies are intended to be implemented.
- N. The Association will report annually on the implementation and monitoring of its risk management strategies, the effect of those strategies and any changes made or proposed to be made to them.

Complaints and discipline

- O. Association members are subject to a complaints and discipline system. The system operates pursuant to the requirements of the LP Act.
- P. The Association is actively engaged in that system, and has the functions of investigation and of making a recommendation as to whether a discipline application should be started when a complaint is referred to the Association by the Legal Services Commissioner.

Standards of Insurance

- Q. Members of the Association are required by the LP Act and regulations made under it, as a condition precedent to the issue of a required annual practising certificate, to have professional indemnity insurance:
 - (a) for at least \$1.5m inclusive of defence costs; and
 - (b) provided by an insurer approved by the Association.
- R. The Association annually approves insurers for that purpose to provide annual insurance cover on the terms of particular standard form policies.
- S. The standard form policies cover occupational liability in all Australian States and Territories.

Claims Monitoring

- T. As a condition of approval of an insurer each year, the Association requires that the insurer provide claims data to the Association, so that the Association can continue to monitor claims made against its members from time to time.
- U. The Association will establish or maintain relationships with approved insurers from time to time.
- V. The Association will report annually to the Professional Standards Councils on claims monitoring, tactics, performance measures and monitoring systems.

Scheme Administration

- W. Responsibility for administration of the Scheme and ensuring that it complies with the requirements of the PS Act and of the Professional Standards Councils rests with the Association.

Duration

- X. The Scheme will remain in force for a period of 5 years from its commencement unless it is revoked, extended or ceases in accordance with section 33 of the PS Act.

Operation as an Interstate Scheme

- Y. The Scheme is intended to operate in every Australian State and Territory in accordance with the corresponding law to the PS Act of that jurisdiction and subject to the requirements of the corresponding law, so that references to a provision of the PS Act, the application of the Scheme to a liability, the limit of a liability under the PS Act or what constitutes occupational liability are intended to pick up the relevant provisions of the corresponding law, applied mutatis mutandis, to the extent that is necessary for the application of the Scheme in that jurisdiction as an interstate scheme.

THE BAR ASSOCIATION OF QUEENSLAND PROFESSIONAL STANDARDS SCHEME

- 1. Occupational association

- 1.1 The Bar Association of Queensland Professional Standards Scheme ("the Scheme") is a scheme under the PS Act.

- 1.2 The Scheme was prepared by the Association, whose business address is: Ground Floor, Inns of Court, 107 North Quay, Brisbane, Queensland. 4000.
- 1.3 A reference in this Scheme to the PS Act or its provisions includes, where the Scheme operates in a jurisdiction other than Queensland, a reference to the corresponding legislation in that jurisdiction and, where applicable, its equivalent provisions.
2. Persons to Whom the Scheme Applies
 - 2.1 The Scheme applies to any barrister who holds a Queensland practising certificate issued under the LP Act, is a Class A Ordinary member or a Life member of the Association and is insured under an approved professional indemnity insurance policy which complies with the requirements under the LP Act and regulations made under it (or any Act replacing those requirements) and clause 3.1 below.
 - 2.2 This Scheme also applies to any person to whom it applies by the operation of ss 20, 21 or 21A of the PS Act.
 - 2.3 The Scheme limits the occupational liability, in relation to a cause of action founded on an act or omission that happens when the Scheme is in force, of any person to whom the Scheme applies when the act or omission happens.
 - 2.4 The Association may, upon application by a person to whom the Scheme applies, exempt that person from participation in the Scheme with effect from a date specified by the Bar on or after the date on which the exemption is granted.
 - 2.5 The Association may, upon application by a person exempted from the Scheme under clause 2.4, revoke such exemption with effect from a date specified by the Bar.
3. Limitation of Liability
 - 3.1 If a person to whom this Scheme applies and against whom a cause of action relating to occupational liability is brought is able to satisfy the Court that:
 - (a) the person has the benefit of an insurance policy insuring the person against the occupational liability; and
 - (b) the amount payable under the insurance policy in relation to the occupational liability is at least the amount of the monetary ceiling specified in clause 3.8 in relation to the class of person and the kind of work to which the cause of action relates;the person is not liable in damages in relation to that cause of action above the amount of that monetary ceiling. For the purposes of s 27 of the PS Act, the Scheme only affects a liability for damages arising from a single cause of action to the extent that the liability results in damages exceeding \$1,500,000.
 - 3.2 For the operation of this Scheme in Queensland or in a jurisdiction other than Queensland pursuant to the PS Act, "occupational liability" in this Scheme means any civil liability arising whether in tort, contract or otherwise, directly or vicariously from anything done or omitted by a member of the Association acting in the performance of the member's occupation, being barristers' work as defined in the Barristers' Conduct Rules issued by the Association pursuant to s 220 of the LP Act, and any other liability included in the meaning of "occupational liability" under the PS Act from time to time.
 - 3.3 For the operation of this Scheme in a jurisdiction other than Queensland under a corresponding law of that jurisdiction, "occupational liability" means any liability included in the meaning of "occupational liability" in the corresponding law which is in force in that jurisdiction from time to time.
 - 3.4 The occupational liability for which a person is not liable above the amount of the monetary ceiling is an occupational liability in relation to a cause of action founded on an act or omission that happens when the Scheme is in force in a jurisdiction to which the Scheme applies.
 - 3.5 Notwithstanding clause 3.1, for the operation of this Scheme in Queensland or in a jurisdiction other than Queensland pursuant to the PS Act the occupational liability to which this Scheme applies does not include liability to which the PS Act states, from time to time, that it does not apply.
 - 3.6 Notwithstanding clause 3.1, for the operation of this Scheme in a jurisdiction other than Queensland under a corresponding law of that jurisdiction the occupational liability to which this Scheme applies does not include liability to which the corresponding law states, from time to time, that it does not apply.
 - 3.7 The Scheme is intended to apply in respect of occupational liability of a person to whom the Scheme applies arising in the jurisdictions of Queensland, New South Wales, Victoria, South Australia, Western Australia, the Australian Capital Territory, the Northern Territory and Tasmania.
 - 3.8 The monetary ceiling is \$1,500,000.
 - 3.9 The monetary ceiling is in Australian currency.
 - 3.10 Notwithstanding anything to the contrary contained in the Scheme, if in particular circumstances giving rise to occupational liability, the liability of any person who is subject to the Scheme should be capped both by this Scheme and also by any other scheme under Professional Standards Legislation (whether of this jurisdiction or under the law of any other Australian state or territory) and, if the amount of such caps should differ, then the cap on the liability of such person arising from such circumstances which is higher shall be the applicable cap.
4. Conferral of discretionary authority
 - 4.1 The Scheme confers on the Association a discretionary authority, on application by a person to whom the Scheme applies, to specify a higher maximum amount of liability than would otherwise apply under the Scheme in relation to the person, either in all cases or in any specified case or class of case, being a specified monetary ceiling not exceeding \$50 million.
5. Duration
 - 5.1 In Queensland the Scheme will commence:
 - (a) on 1 July 2019, if the Minister gives notice of the approval of the Scheme prior to that date; or
 - (b) two months after the day the notice is notified, in any other case.
 - 5.2 In New South Wales, the Northern Territory, Tasmania and Western Australia, the Scheme will commence:
 - (a) on 1 July 2019, if the Scheme is published in the Government Gazette of the jurisdiction prior to that date; or
 - (b) on the day immediately following the date of the Scheme's publication in the Government Gazette of the jurisdiction, in any other case.
 - 5.3 In the Australian Capital Territory and in South Australia, the Scheme will commence:
 - (a) on the date provided for in the Minister's notice in relation to the Scheme, if a date is provided; or

- (b) on the first day two months after the day on which notice was given, in any other case.
- 5.4 In Victoria, this Scheme will commence:
- (a) on 1 July 2019, if the Scheme is published in the Government Gazette at least two months prior; or
- (b) on the first day two months after the Scheme is published in the Government Gazette, in any other case.
- 5.5 The Scheme will remain in force in Queensland for a period of 5 years from its commencement unless it is revoked, extended or ceases in accordance with s 33 of the PS Act.
- 5.6 Subject to s 33 of the PS Act, the Scheme will remain in force in each other jurisdiction for a period of five years from its commencement unless it is extended, terminated or otherwise ceases in accordance with the corresponding law of the relevant jurisdiction.

ROADS (OPENING AND CLOSING) ACT 1991

SECTION 24

Notice of Confirmation of Road Process Order

Road Opening and Closing - Beaufort Road (Portions), Whitwarta

BY Road Process Order made on 30 October 2018, the Wakefield Regional Council ordered that:

1. Portions of Sections 14 and 15 Hundred of Stow, more particularly delineated and numbered '1' and '2' on Preliminary Plan 17/0039 be opened as road, forming a realignment of Beaufort Road, Whitwarta.
2. Portion of Beaufort Road situated adjoining the northern boundary of Section 15 Hundred of Stow, more particularly delineated and lettered 'A' on Preliminary Plan 17/0039 be closed.
3. Portion of Beaufort Road situated adjoining the western boundary of Section 14 Hundred of Stow, more particularly delineated and lettered 'B' on Preliminary Plan 17/0039 be closed.
4. The road being opened in schedule 1 is being exchanged for the land being closed in schedule 2 and 3 in accordance with the Agreement for Exchange dated 25 May 2017 entered into between the Wakefield Regional Council and Andrew Walker Wilson and Leanne Wilson.
5. The following easements are granted over portion of the land subject to that closure:
 - 5.1 Grant an easement for water supply purposes over the land marked A in Deposited Plan 120350 to the South Australian Water Corporation.

On 14 February 2019 that order was confirmed by the Minister for Transport, Infrastructure and Local Government conditionally upon the deposit by the Registrar-General of Deposited Plan 120350 being the authority for the new boundaries

Pursuant to section 24 of the Roads (Opening and Closing) Act 1991, NOTICE of the order referred to above and its confirmation is hereby given.

Dated: 21 February 2019

M. P. BURDETT
Surveyor-General

DPTI: 2017/13176/01

ROADS (OPENING AND CLOSING) ACT 1991

SECTION 24

Notice of Confirmation of Road Process Order

Road Closure - Mersey Road North (Portion), Osborne

BY Order by the Minister to Close Road made on 19 February 2019, the City of Port Adelaide Enfield ordered that:

1. Portion of Mersey Road North situated adjoining the western boundaries of Allotments 801 and 802 in Deposited Plan 74381, more particularly delineated and marked 'A' in Preliminary Plan 18/0019 be closed.
2. Transfer the whole of land subject to closure marked 'A' to Australian Naval Infrastructure Pty Ltd in accordance with the Agreement for Transfer dated 1 November 2018.
3. The following easements are to be granted over the whole of the land subject to that closure:
 - i. Grant to Distribution Lessor Corporation (subject to Lease 8890000) an easement for the transmission of electricity by overhead cable over the land marked 'F' in Deposited Plan 120156.
 - ii. Grant to South Australian Water Corporation an easement for sewerage purposes over the land marked 'H' in Deposited Plan 120156.
 - iii. Grant to South Australian Water Corporation an easement for water supply purposes over the land marked 'J' in Deposited Plan 120156.
 - iv. Grant to Australian Gas Networks (SA) Ltd an easement over the land marked 'K' in Deposited Plan 120156.
 - v. Grant to Distribution Lessor Corporation (subject to Lease 8890000) an easement for the transmission of electricity by underground cable over the land marked 'G' in Deposited Plan 120156.

On 19 February 2019 that order was confirmed by the Minister for Transport, Infrastructure and Local Government conditionally upon the deposit by the Registrar-General of Deposited Plan 120156 being the authority for the new boundaries.

Pursuant to section 24 of the Roads (Opening and Closing) Act, 1991, NOTICE of the order referred to above and its confirmation is hereby given.

Dated: 21 February 2019

M. P. BURDETT
Surveyor-General

DPTI: 2018/11846/01

ROADS (OPENING AND CLOSING) ACT 1991

SECTION 34

Order by the Minister to Close Road—Unmade Public Road (Portions), Wirrabara

BY an Order made on 26 September 2018 under Sections 6 and 34 of the Roads (Opening and Closing) Act 1991, the Minister for Transport, Infrastructure and Local Government ordered that:

- 1) Portions of the unmade Public Road situated between Sections 38 and 39, Hundred of Darling, more particularly delineated and lettered 'A', 'B' and 'C' on Preliminary Plan 18/0021 be closed.
- 2) The closed roads described in order (1) will vest in the Crown.

On 14 February 2019 that order was confirmed by the Minister for Transport, Infrastructure and Local Government conditionally upon the deposit by the Registrar-General of Deposited Plan 118198 being the authority for the new boundaries.

Notice of the Order is hereby published in accordance with Section 34(7) of the said Act.

Dated: 21 February 2019

M. P. BURDETT
Surveyor-General

DPTI: 2018/14630/01

SOUTH AUSTRALIAN PUBLIC HEALTH ACT 2011

SECTION 51 (23) (B)—APPOINTMENTS

Notice by the Minister for Health and Wellbeing

TAKE notice that I, Stephen Wade, Minister for Health and Wellbeing, pursuant to section 51 (23) (b) of the *South Australian Public Health Act 2011*, do hereby declare the undermentioned entity as a Public Health Partner Authority:

- School of Public Health, The University of Adelaide

Dated: 17 February 2019

STEPHEN WADE
Minister for Health and Wellbeing

South Australia

National Electricity (South Australia) (Civil Penalties) Variation Regulations 2019

under the *National Electricity (South Australia) Act 1996*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *National Electricity (South Australia) Regulations*

- 4 Variation of Schedule 1—Civil penalty provisions
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *National Electricity (South Australia) (Civil Penalties) Variation Regulations 2019*.

2—Commencement

These regulations come into operation on the day on which they are made.

3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

Part 2—Variation of *National Electricity (South Australia) Regulations*

4—Variation of Schedule 1—Civil penalty provisions

- (1) Schedule 1—after "clause 2.5.3(e)(1) - (4)" insert:
 - clause 2.10.1(c1) - (c3)
- (2) Schedule 1—after "clause 3.15.8(b)" insert:
 - clause 3.15.8A(c)
- (3) Schedule 1—delete "clause 4.11.2(d)"
- (4) Schedule 1—after "clause 5.14.1(d)" insert:
 - clause 5.15.2(b)
 - clause 5.15.2(c)
 - clause 5.16.3(a)

clause 5.16.4(a)

clause 5.17.3(a)

clause 5.17.4(a)

(5) Schedule 1—delete "clause 7.8.10(a), (c) - (d)" and substitute:

clause 7.8.10(a)

clause 7.8.10(aa)

clause 7.8.10(c) - (d)

clause 7.8.10A(a)

clause 7.8.10A(c)

clause 7.8.10B(a)

clause 7.8.10B(c)

clause 7.8.10C(a)

clause 7.8.10C(c)

Made by the Governor

on the unanimous recommendation of the Ministers of the participating jurisdictions and with the advice and consent of the Executive Council
on 21 February 2019

No 15 of 2019

MEM19-001CS

South Australia

National Energy Retail (Civil Penalties) Variation Regulations 2019

under the *National Energy Retail Law* and section 12 of the *National Energy Retail Law (South Australia) Act 2011*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *National Energy Retail Regulations*

- 4 Variation of Schedule 1—Civil penalty provisions
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *National Energy Retail (Civil Penalties) Variation Regulations 2019*.

2—Commencement

These regulations come into operation on the day on which they are made.

3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

Part 2—Variation of *National Energy Retail Regulations*

4—Variation of Schedule 1—Civil penalty provisions

- (1) Schedule 1—after the heading to Schedule 1 insert:

Provisions of the Act

Section 24

Section 37

- (2) Schedule 1—after "Rule 19(2)(a)—(b)" insert:

Rule 21(1), (2), (3B), (3D) and (3G)

- (3) Schedule 1—after "Rule 45(1) and (2)" insert:

Rule 46(4) and (4A)

Rule 46B(1) and (2)

- (4) Schedule 1—after "Rule 48(2)" insert:
Rule 48A(1)
- (5) Schedule 1—after "Rule 74" insert:
Rule 75B(1) and (2)
- (6) Schedule 1—delete "Rule 124(1) and (2)" and substitute:
Rule 124
- (7) Schedule 1—delete "Rule 124A(1)" and substitute:
Rule 124A
Rule 124B(1) and (2)
- (8) Schedule 1—delete "Rule 125(2)" and substitute:
Rule 125
- (9) Schedule 1—delete "Rule 126(1)" and substitute:
Rule 126

Made by the Governor

on the unanimous recommendation of the Ministers of the participating jurisdictions and with the
advice and consent of the Executive Council
on 21 February 2019

No 16 of 2019

MEM19-001CS

ADELAIDE HILLS COUNCIL

Opening & Closing of Roads

In accordance with section 10 of the Roads (Opening & Closing) Act, 1991, NOTICE is hereby given that Adelaide Hills Council proposes to make a Road Process Order to CLOSE the following road:

In the Hundred of Adelaide, being a strip of public road in the area named Woodforde generally situate dividing Allotment 10 from Allotment 11 in Deposited Plan 6530 and marked 'A' on Preliminary Plan 18/0057.

It is proposed that the portion of road to be closed marked 'A' be transferred to RI & SG Walter and merged with said Allotment 11 in Deposited Plan 6530.

A preliminary plan of the proposal, and a statement, are available for public inspection at the Adelaide Hills Council office, 63 Mount Barker Road, Stirling between the hours of 8.30am and 5.00pm, Monday to Friday or at the Adelaide office of the Surveyor-General during normal office hours.

Any person may object to the proposal (and any adjoining landowner or other person substantially affected by the proposed road closure may apply for an easement relative to the closure). Such objection (or application for an easement) must be made in writing to the Adelaide Hills Council WITHIN 28 DAYS OF THE DATE OF THIS NOTICE. If a submission is made, the Adelaide Hills Council is required to give notice of at the time and place at which a meeting will be held to consider the matter, so that the person making the submission (or a representative) may attend to support the submission, if desired. Any submission must set out the full name and address of the person making the submission, and must be fully supported by reasons (and any application for the grant of an easement must give full particulars of the nature and location of the easement and, where made by a person as the owner of adjoining or nearby land, specify the land to which the easement is to be annexed). A copy of the submission must be forwarded to the Surveyor – General at Adelaide.

Dated: 20 February 2019

ANDREW AITKEN
Chief Executive Officer

PP/18/0057

ADELAIDE HILLS COUNCIL

Opening & Closing of Roads

In accordance with section 10 of the Roads (Opening & Closing) Act, 1991, NOTICE is hereby given that Adelaide Hills Council proposes to make a Road Process Order to CLOSE the following road:

In the Hundred of Onkaparinga, being a strip of public road in the area named Woodside generally situate dividing Section 3961 from Allotment 59 in Filed Plan 156794 and marked 'A' on Preliminary Plan 19/0001.

It is proposed that the portion of road to be closed marked 'A' be transferred to Deepwater Pty Ltd acn 008 157 935 and merged with said Section 3961.

A preliminary plan of the proposal, and a statement, are available for public inspection at the Adelaide Hills Council office, 63 Mount Barker Road, Stirling between the hours of 8.30am and 5.00pm, Monday to Friday or at the Adelaide office of the Surveyor-General during normal office hours.

Any person may object to the proposal (and any adjoining landowner or other person substantially affected by the proposed road closure may apply for an easement relative to the closure). Such objection (or application for an easement) must be made in writing to the Adelaide Hills Council WITHIN 28 DAYS OF THE DATE OF THIS NOTICE. If a submission is made, the Adelaide Hills Council is required to give notice of at the time and place at which a meeting will be held to consider the matter, so that the person making the submission (or a representative) may attend to support the submission, if desired. Any submission must set out the full name and address of the person making the submission, and must be fully supported by reasons (and any application for the grant of an easement must give full particulars of the nature and location of the easement and, where made by a person as the owner of adjoining or nearby land, specify the land to which the easement is to be annexed). A copy of the submission must be forwarded to the Surveyor – General at Adelaide.

Dated: 20 February 2019

ANDREW AITKEN
Chief Executive Officer

PP/19/0001

ADELAIDE HILLS COUNCIL

Opening & Closing of Roads

In accordance with section 10 of the Roads (Opening & Closing) Act, 1991, NOTICE is hereby given that Adelaide Hills Council proposes to make a Road Process Order to CLOSE the following road:

In the Hundred of Talunga, being a strip of public road in the area named Birdwood generally situate dividing Section 6286 from Sections 6292 and 6291 and marked 'A' on Preliminary Plan 19/0002.

It is proposed that the portion of road to be closed marked 'A' be transferred to PJ & MG Edwards and merged with said Section 6286.

A preliminary plan of the proposal, and a statement, are available for public inspection at the Adelaide Hills Council office, 63 Mount Barker Road, Stirling between the hours of 8.30am and 5.00pm, Monday to Friday or at the Adelaide office of the Surveyor-General during normal office hours.

Any person may object to the proposal (and any adjoining landowner or other person substantially affected by the proposed road closure may apply for an easement relative to the closure). Such objection (or application for an easement) must be made in writing to the Adelaide Hills Council WITHIN 28 DAYS OF THE DATE OF THIS NOTICE. If a submission is made, the Adelaide Hills Council is required to give notice of at the time and place at which a meeting will be held to consider the matter, so that the person making the submission (or a representative) may attend to support the submission, if desired. Any submission must set out the full name and address of the person making the submission, and must be fully supported by reasons (and any application for the grant of an easement must give full particulars of the nature and location of the easement and, where made by a person as the owner of adjoining or nearby land, specify the land to which the easement is to be annexed). A copy of the submission must be forwarded to the Surveyor – General at Adelaide.

Dated: 20 February 2019

ANDREW AITKEN
Chief Executive Officer

PP/19/0002

KANGAROO ISLAND COUNCIL
LOCAL GOVERNMENT ACT 1999

Resignation

NOTICE is hereby given in accordance with Section 54(6) of the *Local Government Act 1999* that Larry Turner has resigned as Councillor effective 13 February 2019.

Dated: 13 February 2019

G GEORGOPOULOS
Acting Chief Executive Officer

DISTRICT COUNCIL OF PETERBOROUGH

Road Name Changes

NOTICE is hereby given that pursuant to Section 219 of the Local Government Act 1999, Council, at its Ordinary Council meeting held on 21 January 2019, resolved to rename Hodby Road, between Cradock Road and Fuller Road, to Potter Lane.

Dated: 21 January 2019

P MCGUINNESS
Chief Executive Officer

PORT PIRIE REGIONAL COUNCIL

Adoption of Community Land Management Plans

NOTICE is hereby given that pursuant to section 197 (3) of the Local Government Act 1999, the Port Pirie Regional Council resolved, at its meeting held on 23 January 2019, to adopt its Community Land Management Plans, following a comprehensive review, including a public consultation process.

Dated: 23 January 2019

PETER ACKLAND
Chief Executive Officer

NATIONAL ELECTRICITY LAW

The Australian Energy Market Commission (AEMC) gives notice under the National Electricity Law as follows:

Under s 95, Dr Kerry Schott AO has requested the *ISP priority projects – SA Energy Transformation* (Ref. ERC0264) proposal. The proposal seeks to streamline the regulatory process for the proposed new interconnector between South Australia and New South Wales – Project EnergyConnect. The AEMC intends to expedite the proposal under s 96 as it considers the proposed Rule is non-controversial, subject to requests not to do so. Written requests not to expedite the proposal must be received by **7 March 2019**. Submissions must be received by **21 March 2019**.

Submissions can be made via the AEMC's website. Before making a submission, please review the AEMC's privacy statement on its website. Submissions should be made in accordance with the AEMC's *Guidelines for making written submissions on Rule change proposals*. The AEMC publishes all submissions on its website, subject to confidentiality.

Written requests should be sent to submissions@aemc.gov.au and cite the reference in the title. Before sending a request, please review the AEMC's privacy statement on its website.

Documents referred to above are available on the AEMC's website and are available for inspection at the AEMC's office.

Australian Energy Market Commission

Level 6, 201 Elizabeth Street
Sydney NSW 2000

Telephone: (02) 8296 7800
www.aemc.gov.au

Dated: 21 February 2019

NATIONAL GAS LAW

The Australian Energy Market Commission (AEMC) gives notice under the National Gas Law as follows:

Under s 308, the making of a draft determination on the *Northern Gas Pipeline – Derogation from Part 23* (Ref. GRC0047) proposal. Requests for a pre-determination hearing must be received by **28 February 2019**. Submissions must be received by **4 April 2019**.

Submissions can be made via the AEMC's website. Before making a submission, please review the AEMC's privacy statement on its website. Submissions should be made in accordance with the AEMC's *Guidelines for making written submissions on Rule change proposals*. The AEMC publishes all submissions on its website, subject to confidentiality.

Documents referred to above are available on the AEMC's website and are available for inspection at the AEMC's office.

Australian Energy Market Commission

Level 6, 201 Elizabeth Street
Sydney NSW 2000

Telephone: (02) 8296 7800
www.aemc.gov.au

Dated: 21 February 2019

TRUSTEE ACT 1936

PUBLIC TRUSTEE

Estates of Deceased Persons

In the matter of the estates of the undermentioned deceased persons:

AARON Serge late of 36 Vinrace Street Adelaide of no occupation who died 28 November 2018
BACKLER Antonietta late of 731 Burbridge Road West Beach of no occupation who died 20 August 2017
CALDWELL Desmond Philip late of 4 Stanford Smith Street Klemzig of no occupation who died 19 September 2017
CHANNING Lynlee Anne late of 6 Jarrat Road Ferryden Park Home Duties who died 30 October 2018
CLIFT Betty Joy late of 5 Sandgate Street Reynella Home Duties who died 6 September 2018
DALY Jean Rene late of 2 The Strand Mawson Lakes Retired cleaner who died 3 October 2018
FISHER David Deane late of 254 Bakehouse Road Mypolonga of no occupation who died 19 January 2018
HALL Peter Frank late of 17 Seaview Grove Blair Athol Retired Technicia who died 7 September 2018
HOEY Peter David late of 22 - 24 Hazel Road Salisbury East of no occupation who died 26 June 2018
JOHNSTON Hazel Alice Jean late of Halsey Road Elizabeth East of no occupation who died 3 October 2018
MITCHELL Maxwell James late of 8 Elmgrove Road Salisbury North of no occupation who died 1 August 2018
NELSON Judith late of 50 Kesters Road Para Hills West of no occupation who died 26 September 2018
PARKINSON Max late of 276 Portrush Road Beulah Park of no occupation who died 14 November 2018
SCHMIDT Raymond Joseph late of 6 Mumford Avenue St Agnes of no occupation who died 9 July 2018
TUNNEY Kevin Douglas late of 11 Christie Street Largs Bay Mechanic who died 28 February 2018

Notice is hereby given pursuant to the Trustee Act 1936, the Inheritance (Family Provision) Act 1972 and the Family Relationships Act 1975 that all creditors, beneficiaries, and other persons having claims against the said estates are required to send, in writing, to the office of Public Trustee at GPO Box 1338, Adelaide, 5001, full particulars and proof of such claims, on or before the 22 March 2019 otherwise they will be excluded from the distribution of the said estate; and notice is also hereby given that all persons indebted to the said estates are required to pay the amount of their debts to the Public Trustee or proceedings will be taken for the recovery thereof; and all persons having any property belonging to the said estates are forthwith to deliver same to the Public Trustee.

Dated: 21 February 2019

N S RANTANEN
Acting Public Trustee

NOTICE SUBMISSION

Notices for publication must be submitted before 4 p.m. Tuesday, the week of intended gazettal.

Proofs of formatted content are supplied for all notice submissions. Alterations must be returned before 4 p.m. Wednesday.

The *SA Government Gazette* is compiled and published each Thursday. Requests to withdraw submitted notices must be received before 10 a.m. on the day of publication.

Gazette notices should be emailed as Word files—and signed PDF files if applicable—in the following format:

- Title (name of the governing legislation/department/organisation)
- Subtitle (description of notice)
- A structured body of text
- Date of authorisation
- Name, position, and department/organisation of the authorising person

Please provide the following information in your email:

- Date of intended gazettal
- Details that may impact on publication of the notice
- Email address and phone number of the person authorising the submission
- Name of the person and organisation to be charged for the notice, if applicable
- Request for a quote, if required
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