

Protocol between CTP Insurers and the Lifetime Support Authority

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PURPOSE

This protocol sets out the process for interactions between the Compulsory Third Party (CTP) Insurers and the Lifetime Support Authority (LSA) for people who have been seriously injured in a motor vehicle accident in South Australia from 1 July 2016. The process is designed to support a smooth transition for the injured road user when moving between the CTP Scheme and the Lifetime Support Scheme (LSS).

The CTP Regulator is responsible for oversight, monitoring and reporting of CTP Insurer activities and will monitor the CTP Insurer's application of this protocol.

This protocol establishes the process for:

- early notification by a CTP Insurer to the LSA of potential participants in the LSS
- applications to the LSA by a CTP Insurer on behalf of an injured person
- exchange of information between the LSA and CTP Insurers
- early notification by the LSA to a CTP Insurer of interim participants that potentially may not meet the eligibility criteria
- financial responsibilities and reimbursements

Communication channels

LSA and the CTP Insurers will communicate using the most appropriate communication channel, considering the complexity and the privacy and security of information being communicated.

The protocol encourages phone/ in-person meetings in conjunction with the use of standard generic email addresses to support timely exchange of information and to avoid person dependency created by claims management models.

Please note:

References to "injured person" in this document, include the injured person's legal representative or person responsible. Section 14 of the *Consent to Medical Treatment and Palliative Care Act 1995* defines "person responsible".

1. CTP INSURER EARLY NOTIFICATION PROCESS

1. CTP Insurers should have an internal process to identify potential LSS applicants and notify the LSA as soon as practicable.
2. The CTP Insurer will notify the LSA of potential applicants via email (LSANotifications@sa.gov.au) or via phone 1300 880 849.
3. While the consent of the injured person is desirable, it is not mandatory.
4. At the time of early notification, the CTP Insurer will provide the LSA with all available information from the list below, via the agreed email address:
 - full name, address and date of birth of injured person;
 - date and location of accident;
 - brief description of accident (including confirmation it is not a work injury);
 - details of injuries sustained;
 - name of hospital/rehabilitation facility where the injured person is being treated;
 - contact details for any legal representative and/or person responsible;
 - evidence of consent (or not) of the injured person regarding the notification; and
 - a brief explanation as to why the injured person is considered a potential LSS participant.
5. Notification can be made by contacting the LSA's Eligibility Specialist via email (LSANotifications@sa.gov.au) and/or by submitting the LSS Application Form without all the supporting evidence required under the LSS Rules, where that evidence is not yet available.
6. Submitting the LSS Application Form as an early notification (i.e. without all the supporting evidence required under the LSS Rules) qualifies as "making an application" under Part 2, rule 4.1.1 of the LSS Rules for the purpose of time limits to lodge an application.
7. After reviewing the notification, the LSA will contact the CTP Insurer and provide advice on:
 - the supporting evidence required to progress the application
 - details of medical specialists who can undertake the required assessments and complete an LSA Medical Certificate, if requested by the insurer.
8. The CTP Insurer should keep the injured person informed throughout the notification process and, if that notification is an application, must notify the injured person that an application has been made.

2. APPLICATION PROCESS

9. CTP Insurers should have an internal process to ensure communications occur and applications are submitted with LSA within the required timeframes.
10. The CTP Insurer must submit applications within three years of the date of the motor vehicle accident, except in exceptional circumstances as determined by the LSS Rules.
11. The LSS Application Form and Consent Form are available on the LSA website.

12. The CTP Insurer will provide application documentation to the LSA via email (LSANotifications@sa.gov.au).
13. While the CTP Insurer is encouraged to seek the consent of the injured person to lodge an application, consent is not required to make an application.
14. The CTP Insurer should provide the evidence required under the LSS Rules to support an application at the time of lodgement, if available, (see attachment 1); but may submit an application without all required evidence as set out in section 1.
15. If an injured person has multiple potentially eligible injuries, the LSS Application may be made on the basis of one of those potentially eligible injuries.
16. The LSA will acknowledge all applications via the agreed CTP Insurer email address within 14 calendar days of receipt. This acknowledgement will include the CTP insurer (when relevant) and injured person.
17. If the LSA requires additional information from the CTP Insurer to determine the application, the LSA should endeavour to request information within 14 calendar days, via the agreed CTP Insurer email address.
18. The CTP Insurer will email the additional information sought to LSANotifications@sa.gov.au or request a reasonable extension of time to provide that information, within 14 calendar days of receiving the request, unless otherwise agreed between the CTP Insurer and the LSA.
19. Once the LSA has received all of the information it requires to make a specific eligibility decision, the LSA will endeavour to make the eligibility decision within 14 calendar days of receiving the last piece of evidence.
20. If an issue arises with the application process (e.g. timeliness), the CTP Insurer's State Manager and the LSA's Director Services will seek to manage the issue to resolution.
21. The CTP Insurer's State Manager will notify the CTP Regulator if an issue arises, at the time it is escalated to LSA's Director Services.
22. If the CTP Insurer wishes to dispute a determination made by the LSA (e.g. to reject an application), the CTP Insurer must lodge a formal dispute within six months of the date of the determination made by the LSA (via email to LSAReview@sa.gov.au).

3. CTP HANDOVER TO LSA

23. When the LSA makes a determination that an injured person who the CTP Insurer submitted an LSA application for is eligible for the LSS, the LSA will notify the CTP Insurer via the agreed CTP Insurer email address within 14 calendar days from the date of its decision.
24. Within 14 calendar days of being notified of an injured person being accepted as a participant into the LSS, the CTP Insurer should ensure a "warm handover" to the LSA by:
 - informing the LSA of the injured person's approved treatment, care and support services (including the frequency) and the engaged service providers
 - arranging a case conference, as needed, to discuss and agree with LSA appropriate plans for ceasing or continuing services, with a focus on achieving a smooth transition of services for the participant

- emailing a copy of relevant communication and case notes relating to service providers to the LSA to LSANotifications@sa.gov.au.
25. The LSA will contact relevant health providers in writing within 14 calendar days of receiving the details of health providers, communication and case notes and provide information about eligibility and plans for cessation or continuation of services. LSA will also provide any necessary information for accounts to be redirected.

4. EXCHANGE OF INFORMATION

26. Information is exchanged between the LSA and CTP Insurers under section 48 of the *Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013*.
27. The CTP Insurers or the LSA can request an update on the status of the injured person at any time. When a request is made, and subject to relevant privacy obligations, the responding party will endeavour to respond within 14 calendar days.
28. The LSA will release information to the CTP Insurer about treatment, care and support needs of the injured person, including information about support to return to work, within 30 calendar days of receipt of the request (subject to the privacy and confidentiality obligations contained in the Premier and Cabinet Circular PC012 – Information Privacy Principles (IPPs) Instruction).
29. The LSA will not release further information to a CTP Insurer without consent from the injured person, except in relation to treatment, care and support needs and any other information under an authorisation prescribed by the *Motor Vehicle Accidents (Lifetime Support Scheme) Regulations 2014*. Any release will be subject to the privacy and confidentiality obligations contained in the Premier and Cabinet Circular PC012 – Information Privacy Principles (IPPs) Instruction.
30. When requesting documents from the LSA, the CTP Insurer should request only the documents that are relevant to the CTP Insurer. A list of standard documents that may be requested is provided in attachment 2.
31. Once the CTP Insurer has notified the LSA of a potential participant, if the CTP Insurer is going to attend case conferences with treating health professionals or arrange independent assessments, it will notify the LSA via LSANotifications@sa.gov.au.
32. LSA will consider if it is necessary to attend the case conference, based on the likelihood of the injured person being accepted into the LSS, and confirm attendance with the CTP Insurer.
33. The CTP Insurer will notify the claimant of the LSA's attendance and seek consent from the claimant. If the claimant does not provide consent, LSA will not attend.
34. If a dispute about eligibility is referred to an assessor or an Expert Review Panel under the LSS Act for resolution, and the injured person has lodged a CTP claim, the LSA will email copies of all assessment documents to the relevant CTP Insurer, via the agreed email address. The CTP Insurer may make submissions for consideration.
35. The CTP Insurer will notify the LSA when a participant's claim settles.
36. If the CTP claim of the injured person/applicant/LSS participant is rejected, denied or settled, the LSA will cease to provide information to the CTP Insurer.

37. The LSA and the CTP Insurer must not release copies of documents to each other which are subject to legal professional privilege (such as factual reports).

5. LSA HANDOVER TO CTP

38. The LSA will notify the CTP Insurer when a review of interim participation commences (usually six months prior to end of interim period or before if initiated by the LSA or requested by the participant).
39. When the LSA makes an eligibility determination about lifetime participation for an interim participant who has an open CTP claim, it will notify the CTP Insurer via the agreed CTP Insurer email address within 14 calendar days from the date of its decision.
40. Within 14 calendar days of determining an injured person is no longer eligible for participant status, the LSA should ensure a “warm handover” to the CTP Insurer by:
- informing the CTP Insurer of the participant’s approved treatment, care and support services and health providers
 - arranging a case conference, as needed, to discuss and agree with the CTP Insurer, appropriate plans for ceasing or continuing services, with a focus on achieving a smooth transition of services for the participant
 - emailing a copy of relevant communication and case notes relating to service providers to the CTP Insurer and copies of relevant documentation including information about functional outcomes, service agreements and funding agreements.
41. Where appropriate, the LSA or the CTP Insurer will consider notifying the other party prior to arranging independent medical assessments to enable that party to conjoin to the assessment, with a view to easing the burden on the injured person from multiple assessments. The injured person should be notified of any shared independent medical assessments.
42. The CTP Insurer will contact relevant health care providers in writing within 14 calendar days of receiving the details of health providers, communication and case notes from the LSA and provide information about its plans for cessation or continuation of treatment, care and support services. The CTP Insurer will also provide any necessary information for accounts to be redirected.
43. The requirements and processes described in this section apply to suspended participants being considered for eligibility in the LSS.

6. NON-PARTY DISCLOSURE APPLICATIONS

44. If proceedings are issued under Part 4 of the *Motor Vehicles Act 1959*, it may be appropriate for the CTP Insurer to obtain a Court Order for non-party disclosure (Order) for information held by the LSA.
45. Prior to applying for an Order, the CTP Insurer must consult with the LSA about the basis of the application and the proposed terms of the Order.
46. The CTP Insurer must reimburse the LSA costs associated with photocopying documents in accordance with the applicable scale of costs for the proceedings.

47. The CTP Insurer will minimise their costs to comply with the Order, by inspecting the documents and requesting photocopies of relevant documents only.
48. The LSA and the CTP Insurer will establish an internal process to deal with applications for non-party disclosure that includes nominating and advising each other of their contact person.
49. If an issue arises about an application for non-party disclosure, it will be referred to the CTP Insurer's State Manager and the LSA's Director Services. If they cannot resolve the issue, and the CTP Insurer proceeds with the application, the Court will determine the outcome.
50. The CTP Insurer's State Manager will notify the CTP Regulator if an issue arises, at the time it is escalated to LSA's Director Services.

7. FINANCIAL RESPONSIBILITIES AND REIMBURSEMENT PROCESS

51. The CTP Insurer is responsible for reasonable and necessary treatment, care and support expenses relating to the motor vehicle accident prior to the injured person being accepted as a participant in the LSS; and, if the injured person is no longer considered to be an LSS participant, after their interim participation period.
52. The LSA is responsible for necessary and reasonable treatment, care and support expenses from the date of acceptance (interim or lifetime) into the LSS. The LSA ceases to be responsible for such payments from the date the LSA determines a person is no longer eligible for participation in the LSS.
53. If either party identifies expenses that the other party should have funded, the party seeking reimbursement should contact the other party to discuss and resolve. Each party should endeavor to reimburse valid requests within 30 calendar days of the relevant evidence being received.
54. To avoid delays for the injured person during transition, requests for reimbursement of out-of-pocket expenses will be managed by the party who receives the request in line with its internal service levels. Either party can subsequently seek reimbursement for these payments from the other party, under the process in paragraph 53.
55. The LSA is unable to seek reimbursement from a CTP Insurer for any amounts which exceed the fees for medical services controlled by section 127A of the *Motor Vehicles Act 1959*.
56. If an issue arises that cannot be resolved between the CTP Insurer and LSA about the amount of the service, the type of service or the necessity and reasonableness of the service it must be referred to the CTP Insurer's Manager and the LSA's Director Services for resolution.

ATTACHMENT 1 – Evidence required to support an application

Injury	Required Documents	Additional Info
Amputation	Signed LSA Medical Certificate - completed by an appropriately qualified medical specialist relevant to the injury type.	
Blindness	Signed LSA Medical Certificate - completed by an appropriately qualified medical specialist relevant to the injury type.	
Brachial plexus, avulsion, or rupture (equivalent to amputation)	Signed LSA Medical Certificate - completed by an appropriately qualified medical specialist relevant to the injury type.	
Brain Injury	Signed LSA Medical Certificate - completed by an appropriately qualified medical specialist relevant to the injury type. LSA FIM™ and WeeFIM® Assessment Scoresheet completed and attached	<p>For adults and children over 8 years of age: A score of 5 or less on any item of the FIM™ due to the brain injury</p> <p>For children aged between 3 – 8 years: A score 2 less than age norm on any item of the WeeFIM®</p> <p>For children under 3 years of age: Medical certificate from paediatric rehabilitation physician or specialist stating probable permanent impairment due to brain injury resulting in significant adverse impact on their normal development</p>
Burns	Signed LSA Medical Certificate - completed by an appropriately qualified medical specialist relevant to the injury type. Greenwood Scale Information Brochure completed and attached.	
Spinal cord injury	Signed LSA Medical Certificate - completed by an appropriately qualified medical specialist relevant to the injury type. Requires evidence of permanent neurological deficit required as evidenced by ASIA using ISNCSCI and/or ISAFSCI	American Spinal Injury Association (ASIA) scale impairment score conducted as part of an assessment using the International Standards for Neurological Classification of Spinal Cord Injury (ISNCSCI) and / or Residual significant impact on autonomic nervous system as evidenced using the 'International Standards to Document Remaining Autonomic Function after Spinal Cord Injury (ISAFSCI)

ATTACHMENT 2 – Standard documents that may be requested

Medical Information, LSA or External Provider Records that may be requested by a CTP Insurer:

- LSS application
- LSS Application outcome (if applicable)
- LSS or external medical certificates
- Medical Reports
- Hospital reports / notes
- MyPlans (treatment, care, and support)
- Discharge Plans / Summaries
- External Reports from Treating Providers (OT, Physio etc)
- Psychology / Neuropsychological reports
- FIM, WeeFIM, CANS Levels or ASIA reports
- Pharmacy records, approved medication lists
- Ambulance reports (if applicable)
- Include Reports resulting from Services the LSA has paid for
- Financial Summary (upon request)
- Social and economic participation information